

Pequannock Township
COUNCIL MEETING AGENDA

September 9
2025



Township of Pequannock

TOWNSHIP COUNCIL MEETING AGENDA

September 9, 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.

- Rt. 23 Northbound and Southbound Sewer Extension: Appraisal Report.

5A. PUBLIC HEARING:

- Rt. 23 Northbound and Southbound Sewer Extension Assessment

5B. RESOLUTION FOR ASSESSMENT APPROVAL

- **R2025-173**, to confirm assessments for the Rt. 23 Northbound and Southbound Sewer Extension

6. REPORTS FROM VOLUNTEERS.

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

8. MANAGER'S REPORT.

9. PUBLIC HEARINGS (continued)

- **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

10. ORDINANCES FOR INTRODUCTION

11. RESOLUTIONS FOR APPROVAL.

- **R2025-174**, approving the designated special event permit application (Post 242 Car Show)
- **R2025-175**, approving the designated special event permit application (Wreaths Across America)
- **R2025-176**, approving the Personnel Policies and Procedures Manual / Employee Handbook of the Township of Pequannock
- **R2025-177**, for renewal of membership in the Morris County Municipal Joint Insurance Fund
- **R2025-178**, authorizing the execution of a Memorandum of Understanding between the Township of Pequannock Police Department and the County of Morris, and the Morris County Sheriff's Office regarding the Township of Pequannock Police Department's participation in the First Amendment Response Team (FAST)

- **R2025-179**, authorizing the discretionary award of contracts for the purchase of tools for the Department of Public Works to JPKjrTools, LLC/Snap-On Tools, in an amount that may exceed \$17,500 but will be less than \$53,000
- **R2025-180**, approving revisions to the Engine Company 2 bylaws
- **R2025-181**, authorizing the execution of a Bulk Water Purchase Agreement between the Township of Pequannock and the City of Newark
- **R2025-182**, authorizing Tax Office refunds, overpayments or cancellations
- **R2025-183**, approving payment of the itemized claims as set forth on the **August 21st and September 4th** Bills Lists and **September 4th** 2018 FEMA Elevation Escrow list

12. ITEMS FOR DISCUSSION.

- Off duty / Outside duty: 3rd party administration

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.

- Attorney Client Privilege

18. ADJOURNMENT.

Next Meetings: Tuesday, September 23, 2025 7:00 p.m.
Tuesday, October 14, 2025 7:00 p.m.

Presentation

Route 23 Northbound and Southbound Sewer Extension Assessment Report

ASSESSMENT REPORT

APPRAISAL REPORT

Sewer System Enhancement of Benefits Assessment

LOCATION

Route 23 Northbound and Southbound Sewer Extension Program
Township of Pequannock, Morris County, New Jersey

PREPARED FOR

Township of Pequannock
530 Newark-Pompton Turnpike
Pompton Plains, New Jersey 07444-1799

VALUATION DATE

May 30, 2025

Submitted by

DARREN RAYMOND, MAI, SCGRE



Associated Appraisal Group



ASSOCIATED APPRAISAL GROUP

REAL ESTATE APPRAISAL SERVICES

17-17 ROUTE 208
SUITE 210
FAIRLAWN, NEW JERSEY 07410

(201) 493-8535

August 20, 2025

ADAM BREWER, TOWNSHIP MANAGER
Pequannock Township
530 Newark-Pompton Turnpike
Pompton Plains, New Jersey 07444-1799

***Re: Route 23 Northbound and Southbound Sanitary Sewer Extension
Contract 14-5, Pequannock Township, New Jersey***

Dear Mr. Brewer:

As per your request, we have conducted an analysis of the properties situated within the boundaries of the sewer extension program conducted by the Township of Pequannock and performed a study of all relevant market data comparable to the subject properties. The purpose of this analysis is to estimate the enhancement value attributable to each property due to the presence of municipal sewers. To estimate the enhancement value, we have conducted an analysis of sales of properties with sewer service and without sewer service in order to extract land values for the basis of comparison. The difference between these two values will be considered the “enhancement value” attributed to the property due to the presence of municipal sewers.

This report shall serve to assist the Township in evaluating all of the properties situated within the project boundaries for the purpose of establishing a “special assessment” against those as prescribed by law. This report may also be utilized in discussions and preliminary appeal negotiations with the property owner should either event arise.

In evaluating the properties located within the project boundaries, the goal of our appraisal will be to determine the *enhancement value* for each property as per Statute N.J.S.A. 40:56-27

...All assessments levied under this chapter for any local improvement shall in each case be as nearly as may be in proportion to and not in excess of the peculiar benefit, advantage or increase in value which the respective lots and parcels of real estate shall be deemed to receive by reason of such improvement.



ADAM BREWER

Re: Route 23 Northbound and Southbound Sewer Extension, Pequannock

August 20, 2025

Page Two

..."Benefit" is the increment in value to land affected by local improvement for which assessment is made and represents difference between market value of lands before improvement and market value of land immediately after improvement.

After a study of the available pertinent data, we have estimated the enhancement value for each property due to the presence of sanitary sewers. Our analysis and conclusions are contained within this report. The opinion of value expressed herein is subject to the assumptions, limiting conditions, definitions and conclusions contained in the following report: and to the market research and data analysis which have been retained in the appraiser's file.

The conclusions of value stated in this report are for the client only. The report itself is restricted for use by the client in any capacity related to the evaluation, determination, negotiation, and disposition of the subject property as it pertains to the placement of a "special assessment" for public improvements in the form of municipal sewers. Considering the purpose for which this report was written, the descriptive data, analysis, and conclusions reported herein have been limited to the more important salient facts upon which the opinion of value is based. Since the values reported are based on a "**hypothetical condition**" as dictated by statute (land valued as though vacant), the reported values are in no way applicable or realistic in any capacity other than the purpose for which this report has been written.

Our report is attached and made part of this letter of transmittal.

Respectfully,

DARREN RAYMOND, MAI, SCGREA
State Certified General Real Estate Appraiser

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Property Location:	Route 23 Northbound and Southbound (property list contained on following page)
Date of Valuation:	May 30, 2025
Property Rights Appraised:	Fee Simple Estate
Client:	Township of Pequannock
Owners of Record:	See spreadsheet on following page
Lot Size / Shape:	See spreadsheet on following page
Zoning:	See spreadsheet on following page
Assessed Valuation:	See spreadsheet on following page
Highest and Best Use: (As Vacant Land)	Development as permitted by zoning
Purpose of Appraisal:	To estimate the enhancement value of the Sewer Project
Function of Appraisal:	To help the Township establish a special assessment
Enhancement Value: Residential Zone	\$36,000 per lot – residential use
Enhancement Value: Commercial Zone	\$5.00 per square foot – commercial use
Enhancement Value: Industrial Zone	\$6.00 per square foot – industrial use

DATA SUMMARY, CONTINUED

BLOCK	LOT	CLASS	LOCATION	LAND ASSESSMENT	IMPROVEMENT ASSESSMENT	TOTAL ASSESSMENT	ZONE	LOT (ACRE)	LOT (SF)
802	1	4B	777 ROUTE 23	\$3,396,400	\$3,472,600	\$6,869,000	C-3	13.570	591,109
802	2	1	ROUTE 23	\$783,800	\$0	\$783,800	C-2	2.170	94,525
802	3	4A	729 ROUTE 23	\$926,600	\$306,900	\$1,233,500	C-2	0.719	31,319
802	4	2	723 ROUTE 23	\$210,900	\$73,500	\$284,400	C-2	0.625	27,211
802	5	4A	721 ROUTE 23	\$327,800	\$445,900	\$773,700	C-2	0.344	15,002
802	6	4A	717 ROUTE 23	\$2,827,100	\$2,615,500	\$5,442,600	C-2	2.362	102,866
802	7	4A	711 ROUTE 23	\$737,900	\$307,300	\$1,045,200	C-2	0.657	28,601
802	8	2	12 GARDEN PL	\$300,400	\$190,500	\$490,900	R-11	0.250	10,876
902	4	1	ROUTE 23	\$1,431,000	\$0	\$1,431,000	C-3	8.947	389,731
902	11	4A	21 E GARDEN PL	\$759,400	\$23,000	\$782,400	I-1A	4.000	174,240
902	13	4A	115 JACKSON AVE	\$1,699,500	\$184,600	\$1,884,100	C-3	11.345	494,188
902	15	4A	580 ROUTE 23	\$530,700	\$239,300	\$770,000	C-3	0.443	19,301
902	16	4A	590 ROUTE 23	\$893,100	\$1,277,700	\$2,170,800	C-3	0.886	38,598
902	17	4A	600 ROUTE 23	\$1,518,600	\$1,349,700	\$2,868,500	C-3	4.000	174,240
902	18	4A	620 ROUTE 23	\$758,700	\$2,165,700	\$2,924,400	C-3	2.945	128,284
902	19	4A	652 ROUTE 23	\$1,031,300	\$541,400	\$1,572,700	I-1A	0.776	33,813
902	20	4A	652 ROUTE 23	\$0	\$0	\$0	I-1A	0.000	0
902	21	4A	8 E GARDEN PL	\$177,800	\$425,200	\$603,000	I-1A	0.224	9,748
902	22	2	12 E GARDEN PL	\$197,300	\$257,000	\$454,300	I-1A	0.224	9,748
902	23	4A	14 E GARDEN PL	\$315,700	\$145,000	\$460,700	I-1A	0.298	12,998
902	24	1	18 E GARDEN PL	\$289,900	\$0	\$289,900	I-1A	1.304	56,802
902	25	4A	28 E GARDEN PL	\$717,900	\$230,600	\$948,500	I-1A	2.990	130,244
902	27	4B	17 E GARDEN PL	\$301,800	\$479,400	\$781,200	I-1A	0.988	43,037
902	28	2	15 E GARDEN PL	\$199,500	\$98,800	\$298,300	I-1A	0.288	12,553
902	29	4A	13 E GARDEN PL	\$175,600	\$212,100	\$387,700	I-1A	0.210	9,134
902	30	4A	7 E GARDEN PL	\$244,900	\$332,500	\$577,400	I-1A	0.428	18,630
902	31	4A	660 ROUTE 23	\$555,900	\$782,500	\$1,338,400	I-1A	0.860	37,461
902	34	4A	700 ROUTE 23	\$1,608,600	\$8,184,800	\$9,793,400	C-3	6.342	276,257
902	35	4A	710 ROUTE 23	\$1,044,800	\$555,200	\$1,600,000	C-3	3.330	145,054
902	36	4A	730 ROUTE 23	\$2,034,800	\$3,265,200	\$5,300,000	C-3	4.390	191,228
1404	7	2	11 GARDEN PL	\$301,300	\$148,000	\$449,300	R-11	0.273	11,874
1404	8	4A	637 ROUTE 23	\$1,129,200	\$1,161,100	\$2,290,300	C-2	1.246	54,271
1404	9	4A	619 ROUTE 23	\$852,700	\$698,400	\$1,551,100	C-2	0.895	38,986
1404	10	4A	615 ROUTE 23	\$1,070,400	\$963,900	\$2,034,300	C-2	1.134	49,401
1404	12	4A	565-569 ROUTE 23	\$736,700	\$1,369,300	\$2,106,000	C-2	0.746	32,500
1404	19	2	48 CEDAR RD	\$270,900	\$603,500	\$874,400	R-11	0.262	11,399
1404	20.01	2	4 HIGHLAND AVE	\$303,300	\$764,200	\$1,067,500	R-11	0.363	15,799
1404	22.01	2	8 HIGHLAND AVE	\$50,000	\$103,900	\$153,900	R-11	0.259	11,299
1404	23.01	2	10 HIGHLAND AVE	\$300,900	\$611,100	\$912,000	R-11	0.259	11,299
1404	24	2	16 HIGHLAND AVE	\$295,100	\$205,800	\$500,900	R-11	0.172	7,501
1404	25	2	18 HIGHLAND AVE	\$301,400	\$199,300	\$500,700	R-11	0.279	12,148
1404	26	2	20 HIGHLAND AVE	\$299,700	\$416,500	\$716,200	R-11	0.240	10,463
1404	27	2	27 MAY AVE	\$301,700	\$194,300	\$496,000	R-11	0.291	12,671
2007	8	4A	440 ROUTE 23	\$339,200	\$347,400	\$686,600	C-3	0.386	16,801
2701	11	4A	347 ROUTE 23	\$499,100	\$45,500	\$544,600	C-2	1.472	64,120

*The building located on block 902 lot 23 is a residential use even though the tax list has it classified as a commercial use.

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
- I have performed services, as an appraiser, regarding some of the properties that are the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- Darren Raymond made a drive by inspection of the properties that are the subject of this report on May 23, 2025 and May 28, 2025.
- No one provided significant real property appraisal assistance to the people signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Darren Raymond has completed the continuing education program for Designated Members of the Appraisal Institute.



DARREN RAYMOND, MAI, SCGREA
State Certified General Real Estate Appraiser
NJ SCGREA #42RG00208200
Valid through 12/31/2025

PURPOSE OF APPRAISAL

The purpose of this analysis is to estimate the enhancement value attributable to each property due to the presence of municipal sewers as of May 30, 2025.

FUNCTION OF APPRAISAL

This report shall serve to assist the Township in evaluating all of the properties situated within the project boundaries for the purpose of establishing a “special assessment” against those as prescribed by law.

PROPERTY RIGHTS APPRAISED

The property rights appraised are all rights existing in fee simple as of the appraisal date. The fee simple interest is commonly defined as:

“absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”¹

These are the legal and economic interests that may rightfully be exchanged for money or equivalent goods. Property rights inherent in the ownership of tangible personal property and intangible benefits of the property itself are not the subject of this report.

DELINEATION OF TITLE

This report includes forty-five (45) properties and a list of each owner and sale data is included in a chart on the following page.

¹ “*The Appraisal of Real Estate*”, Fifteenth Edition. Chicago: Appraisal Institute, 2020, Page 60.

INTRODUCTION, CONTINUED

BLOCK	LOT	OWNER	SALE DATE	BOOK	PAGE	SALE PRICE	NU
802	1	777 ROUTE 23 ASSOCIATES, LLC	1/28/2008	21010	875	\$1	4
802	2	ROUTE 23 PEQUANNOCK L P	2/26/1993	3989	176	\$10	
802	3	729 RT23 SS PEQ'K,L.P.	2/26/1993	3989	180	\$10	
802	4	WHITE, DONALD N & SALVATORI, J M	1/13/2011	21724	1366	\$1	10
802	5	SEVEN HUNDRED TWENTY ONE ROUTE TWEN	9/24/2013	22429	426	\$440,000	
802	6	679-717 RT 23 LLC	10/29/2024	24911	939	\$5,125,000	
802	7	MBR PROPERTIES, LLC	3/10/2011	21768	439	\$670,000	
802	8	COOPER, THOMAS D & SAMANTHA	1/10/2001	5318	149	\$295,000	
902	4	NEW EKC CORP C/O R SOLOMON	1/14/1988	2993	73	\$750,000	
902	11	COVELLO, CARLO & JOHN					
902	13	TD BANK;ATTN:LEASE & TAX ADMIN DEPT	3/5/2002	5579	98	\$1,250,000	13
902	15	WILLIAM BRIAN ASSOC, INC	1/16/1998	4715	101	\$410,000	
902	16	POMPTON REALTY LLC	2/6/2017	23080	4	\$16,250,000	26
902	17	600 RT 23 POMPTON PLAINS LLC	7/26/2019	23596	980	\$1	4
902	18	CORNERSTONE CHAPEL OF THE CMA	7/31/1996	4420	273	\$2,650,000	
902	19	FUEL MAX, INC.	4/8/2009	21280	160	\$1,100,000	24
902	20	FUEL MAX, INC.	4/9/2009	21280	160	\$1,100,000	24
902	21	8 EAST GARDEN PLACE, LLC	5/8/2008	21108	1816	\$590,000	
902	22	VAN WOUTENBERG, JOHAN	1/26/2011	21735	1027	\$160,000	31
902	23	STRYDIO, LINDA EILEEN	7/20/2001	5427	230	\$1	10
902	24	AMARAL, MARIA	7/2/2024	24772	802	\$1	25
902	25	EAST GARDEN LLC	2/24/2000	5143	43	\$330,000	
902	27	MARSHALL STREET, LLC	11/19/2010	21710	1826	\$480,000	13
902	28	PALICIA, DEBORAH/FILIPPONE, RICHARD	8/31/2017	23205	1377	\$160,000	
902	29	EAST GARDEN REALTY INC	6/30/2021	24190	1685	\$700,000	
902	30	EAST GARDEN REALTY LLC	6/30/2021	24190	1685	\$700,000	
902	31	SUNSET PROPERTIES LLC C/O J SCHMUTZ	12/23/1999	5111	46	\$1	
902	34	POMPTON REALTY LLC	2/6/2017	23080	4	\$16,250,000	26
902	35	NEW EKC CORP	11/4/1993	3871	253	\$1,200,000	
902	36	NEW EKC CORP C/O R SOLOMON ESQ	11/9/1993	3871	261	\$0	
1404	7	HYLIND, LAURA A	7/7/2015	22749	615	\$1	10
1404	8	POMPTON PLAINS LLC	9/30/2020	23896	803	\$3,475,000	26
1404	9	ARCH PLAZA LTD LIABILITY CO	9/22/2004	6160	67	\$1	4
1404	10	AIELLO, JOHN J & LINDA	8/8/1986	2884	131	\$975,000	
1404	12	OHRID REALTY ASSOCIATES, LLC	12/30/2008	21206	1220	\$1,694,445	
1404	19	KLOSS, RAYMOND & CAROL	9/20/1982	2651	402	\$22,500	
1404	20.01	GELESKI, SPASE	3/10/2015	22680	1131	\$735,000	7
1404	22.01	CARFELLO, MICHAEL/DENISE	8/23/2019	23659	469	\$119,860	21
1404	23.01	ABHICHANDANI, AJAY & KOMAL	2/6/2015	22663	177	\$700,000	
1404	24	CARDAZONE, ANTHONY R JR	11/10/2020	24654	1134	\$1	14
1404	25	EASTERHOFF, RUSSELL/JANE	1/24/2025	24889	1453	\$550,000	10
1404	26	REGAN, BRIAN & DANA	3/11/2013	22301	1388	\$530,000	
1404	27	AVAGNANO, RICHARD/JENNIFER	10/4/2024	24829	864	\$625,000	
2007	8	SRJR REALTY LLC	11/3/2020	23945	631	\$400,000	26
2701	11	B & EV REALTY ASSOCIATES LLC	5/21/2018	23407	636	\$600,000	

EXPOSURE AND MARKETING TIME

Exposure time is a reasonable estimate of the length of time the property interest appraised would be offered on the market, prior to a hypothetical consummation of a sale at market value, on the effective date of this appraisal. Exposure time for the subject property would be one to three months. Marketing time is the amount of time it might take to sell a property during the period subsequent to the effective date of this appraisal. Marketing time for the subject property would be one to three months.

SCOPE OF ASSIGNMENT

Associated Appraisal Group, Inc. has been retained by Pequannock Township to conduct a valuation analysis of 45 properties in response to the construction of public improvements in the form of municipal sanitary sewers.

The value determined will be the “enhancement value” due to the installation of sanitary sewers, as described by statute (N.S.J.A. 40:56-27). Each property’s enhancement value will be valued with a hypothetical condition as though the subject properties are completely vacant of all improvements and considered legal building lots. Our analysis will determine the enhancement to the land value only. A hypothetical condition is a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis². This appraisal is a jurisdictional exception to the Uniform Standards of Professional Appraisal Practice in that it does not attempt to value each property affected by the sewer line but only values the value enhancement contributed by the line to each property owner. This appraisal is of a fractional segment of the subject properties. The values estimated herein cannot be used to determine the value of the whole.

² “*The Dictionary of Real Estate Appraisal, Sixth Edition*. Chicago: Appraisal Institute, 2015, Page 113.

Market Value is commonly defined as:

“The most probably price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest and assuming that neither is under undue duress.”³

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and Seller are typically motivated.
2. Both parties are well informed or well advised and each is acting in what he or she considers his or her own best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

³ “*The Appraisal of Real Estate*”, Fifteenth Edition. Chicago: Appraisal Institute, 2020, Page 48.

⁴ “*The Appraisal of Real Estate*”, Fifteenth Edition. Chicago: Appraisal Institute, 2020, Page 49.

ASSESSED VALUATION, TAX RATE AND TAXES

The subject properties are assessed by Pequannock Township, Morris County, New Jersey (see data summary for each assessment). The New Jersey Division of Taxation has advised that the following tax rate (per \$100 of assessed valuation) and equalization ratio apply to the subject municipality.

<u>YEAR</u>	<u>EQUALIZATION RATIO (%)</u>	<u>TAX RATE/\$100</u>	<u>EFFECTIVE TAX RATE (\$)</u>
2024	100%	\$1.825	\$1.825
2025	100%	\$1.833*	\$1.833

.
*The 2025 tax rate had not been established as of the date of this report but the collector gave the estimated rate on 8/20/25.



Boundaries are approximate and for illustrative purposes only

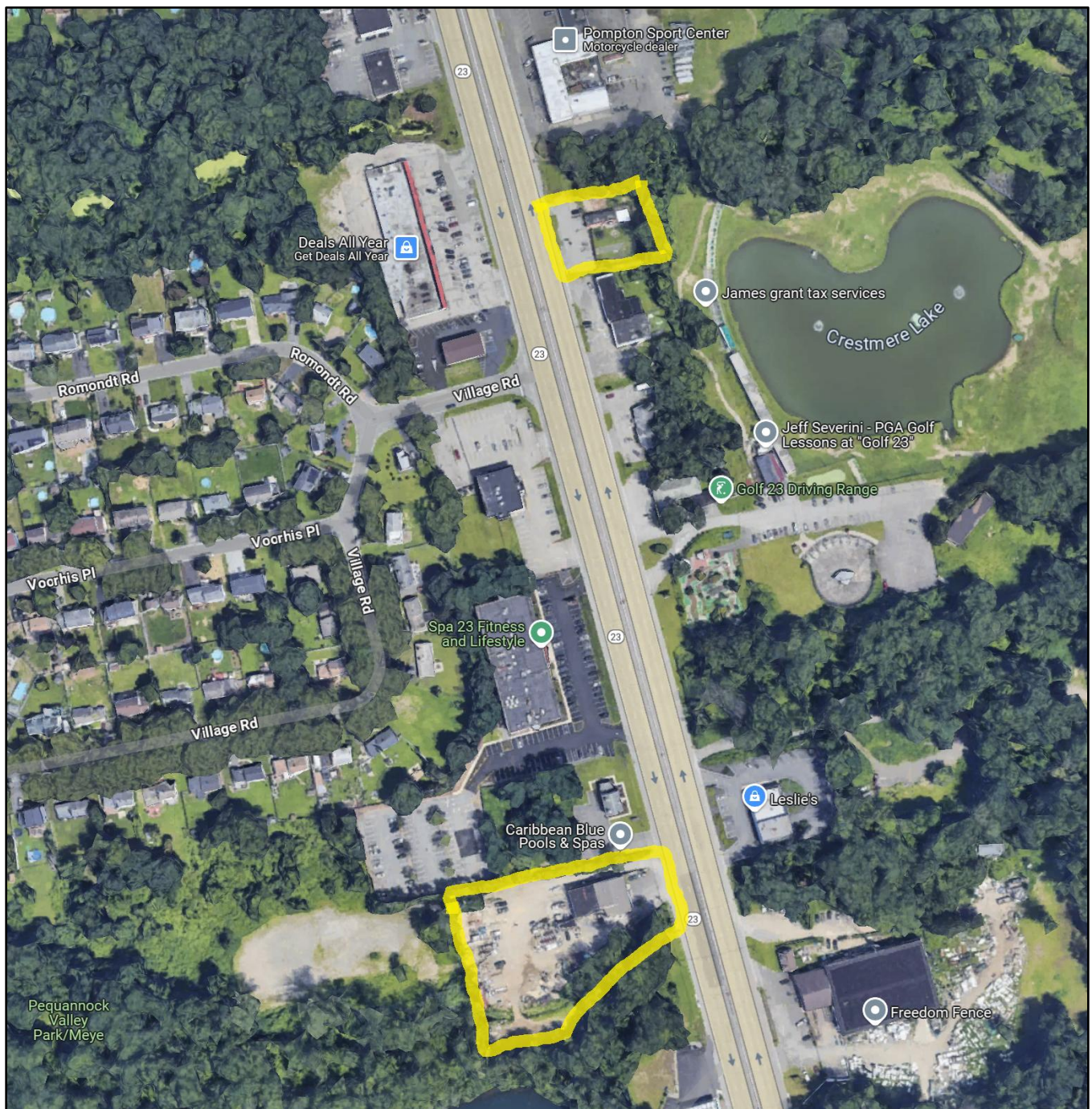


Boundaries are approximate and for illustrative purposes only



Boundaries are approximate and for illustrative purposes only

LOCATION MAP, CONTINUED



Boundaries are approximate and for illustrative purposes only

The subject properties in this report are located in the Route 23 corridor which is on the eastern side of Pequannock in Morris County New Jersey. Topography in the area is generally flat and some areas are low lying and in flood zones requiring flood insurance.. All of the properties within this project are contained within the R-11, C2, C3, and I-1A zones according to the Township of Pequannock zoning. The present development of R-11 zone consists mostly of single-family residential housing. The present development of the C2 and C3 zones consists of various commercial uses including retail strip centers, office buildings, mixed retail and residential uses, and service stations. The present development of the I-1A zone consists of small industrial and warehousing uses. Permitted uses and zoning regulations are contained on the following pages.

§ 360-13. R-11 Residence District.

In the R-11 Residence District the following regulations shall apply:

- A. Use regulations. A building may be erected or used and a lot may be used or occupied for the following purposes and no other:
- (1) Permitted uses. Uses permitted in the R-87 Zone are permitted in the R-11 Zone, except that private open space or recreation areas are not permitted since clustering is not permitted.
 - (2) Accessory uses. Accessory uses permitted in the R-87 Zone are permitted in the R-11 Zone.
 - (3) Conditional uses. All conditional uses shall meet the requirements of Article VII of this chapter. **[Amended 11-23-2021 by Ord. No. 2021-16]**
 - (a) Plant nurseries.
 - (b) Greenhouses.
 - (c) Propagating houses or other farming operations.
 - (d) Museums and historical sites.
 - (e) Schools.
 - (f) Churches and religious uses.
 - (g) Community centers.
 - (h) Nursery schools.
 - (i) Hospitals.
 - (j) Nursing homes.
 - (k) Professional offices.
 - (l) Medical offices.
 - (4) Prohibited uses. Those uses which are not specifically permitted in the R-11 Zone are hereby prohibited.
- B. Bulk regulations.
- (1) Lot area. A lot area of not less than 11,250 square feet shall be provided.
 - (2) Lot width. The minimum lot width shall be 90 feet.
 - (3) Height. No structure shall exceed 2 1/2 stories or 32 feet in height, whichever is less.
 - (4) Front yard. There shall be a front yard of at least 50 feet in depth; provided, however, that where the average setback is less than 50 feet, the average setback will apply.

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- (5) Rear yard. There shall be a rear yard which shall be 30 feet in depth.
- (6) Side yard. There shall be two side yards, each not less than 10 feet, and the aggregate of the two side yards shall be 25 feet.
- (7) Coverage. No more than 18% of the area shall be covered by buildings, and not more than 40% of any lot shall be covered by impervious surfaces, including structures.
[Amended 11-23-2021 by Ord. No. 2021-16]
- (8) Lot frontage. Lot frontage shall be the same as lot width; provided, however, that for lots around the bulb of a cul-de-sac lot frontage shall be at least 50% of the lot width.
- (9) Lot depth. There shall be a lot depth of at least 125 feet.

§ 360-33. C-1 Community Business District. [Amended 12-23-1997 by Ord. No. 97-22; 7-9-2002 by Ord. No. 2002-10]

In the C-1 Community Business District the following regulations shall apply:

A. Use regulations. A building may be erected or used and a lot may be used or occupied for the following purposes and no other:

(1) Permitted uses.

- (a) Retail sales of goods and services, in fully enclosed stores, serving primarily the residents of the surrounding neighborhoods. The following specific retail sales are permitted: bakeries; barbershops and beauty parlors; book and stationery stores; clothing and clothing accessory shops; drugstores; dry-cleaning establishments; dry goods and variety stores; florists; food stores; hardware stores; household appliance stores; locksmiths; newsstand; packaged liquor stores; pet shops; photographic studios; sporting and athletic goods stores; music and dancing studios; and other similar retail and service uses. **[Amended 4-27-2021 by Ord. No. 2021-05]**
- (b) Business, professional and governmental offices and banks, including banks with drive-in facilities accessory to an office-bank type of facility.
- (c) Funeral or mortuary establishments.
- (d) Medical and dental clinics and medical diagnostic centers, provided that there are no facilities for keeping persons overnight.
- (e) Churches and houses of worship, parish houses and convents.
- (f) Community centers operated as an accessory use to churches and houses of worship.
- (g) Laundry and dry-cleaning establishments.
- (h) Public parks and playgrounds.
- (i) Public and parochial schools, nursery schools and schools which teach special skills which are related to permitted uses in the C-1 Zone, such as dance schools, secretarial schools, etc.
- (j) Shopping centers for uses permitted in the C-1 Zone.

(2) Accessory uses.

- (a) Signs, as permitted by Article XIII, Signs, of this chapter.
- (b) Off-street parking and loading as required by this chapter, provided that parking shall not be conducted as the principal use of any lot.

(3) Conditional uses. All conditional uses shall meet the requirements of Article VII of this chapter.

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- (a) Multifamily structure. **[Amended 11-23-2021 by Ord. No. 2021-16]**
- (b) Townhouse structure. **[Amended 11-23-2021 by Ord. No. 2021-16]**
- (c) Clubs, lodges and similar establishments.
- (d) Apartment units above commercial uses.
- (e) Restaurants, exclusive of fast-food restaurants and drive-in restaurants.
- (f) Outdoor display of merchandise.
- (4) Prohibited uses. Those uses which are not specifically permitted in the C-1 Zone are hereby prohibited. The following uses are specifically prohibited:
 - (a) Adult book and/or gift stores.
 - (b) Adult mini motion-picture theaters.
 - (c) Adult motion-picture theaters.
 - (d) Hotels.
 - (e) Motels.
 - (f) Pawnshops.
 - (g) Pool and billiard halls.
 - (h) Dance halls distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for either observation or participation by patrons therein.
 - (i) Establishments offering live entertainment which is distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, either for observation or participation by patrons therein.
 - (j) Bars, taverns, inns, pubs, grog shops and other such similar establishments holding a Class C liquor license such that alcoholic beverages may be consumed or purchased on the premises.
 - (k) Gasoline, service and automobile, motorcycle and commercial vehicle sales and service establishments.
 - (l) Boardinghouses.
 - (m) Those uses prohibited in the I-1 Zone, except where otherwise permitted.
 - (n) Amusement parlors and arcades.
 - (o) Tattoo and body piercing parlors.

B. Bulk regulations.

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- (1) Lot area. A lot area of not less than 4,000 square feet for each lot shall be provided.
- (2) Lot width. A minimum lot width shall be 40 feet.
- (3) Height. No structures shall exceed two stories or 30 feet in height, whichever is less.
- (4) Front yard. There shall be a front yard 25 feet in depth. No parking shall be permitted in the front yard.
- (5) Rear yard. There shall be a rear yard which shall be 10% of the depth of the lot, but not less than 10 feet.
- (6) Side yard. There shall be two side yards, each not less than three feet in width, and the aggregate of the two side yards shall not be less than 25% of the width of the lot.
- (7) Coverage. No more than 30% of the lot shall be covered by buildings, and not more than 90% of the lot shall be covered by impervious surfaces, including buildings.
- (8) Screening, landscaping and open space. Landscaping, as required by the approved site plan, shall be maintained for the life of the property to standards as approved in the site plan. Where a non-single-family residential use abuts a single-family residential zone or an area which is used as a single-family residence, a buffer of at least five feet in width shall be provided on the non-single-family residential lot. Said buffer area shall include a solid fence in conformance with other requirements of this chapter as approved by the Planning Board. This buffer may be located in the required yard area but shall not include parking or driveways and shall be planted and maintained in a manner acceptable to the Planning Board and approved as part of the site plan. The effect of such buffer shall be to screen the business use in the C-1 Zone from the adjacent residences. Special attention shall be paid to screening parking, loading and mechanical systems.
- (9) Lot frontage. There shall be a minimum lot frontage of 50 feet.

§ 360-34. C-2 Highway Commercial District. [Amended 12-23-1997 by Ord. No. 97-22]

In the C-2 Highway Commercial District the following regulations shall apply:

A. Use regulations. A building may be erected or used and a lot may be used or occupied for the following purposes and no other:

(1) Permitted uses. Uses permitted in the C-1 Zone are permitted in the C-2 Zone. In addition, the following uses are permitted:

(a) Job printers.

(b) Pet care establishments. **[Amended 11-23-2021 by Ord. No. 2021-16]**

(c) Establishments serving alcoholic beverages, provided that no live entertainment shall be offered.

(d) Shopping centers consisting of uses permitted in the C-2 Zone.

(e) Medical or dental lab. **[Added 11-23-2021 by Ord. No. 2021-16]**

(2) Accessory uses.

(a) Signs, as permitted by Article XIII, Signs, of this chapter.

(b) Off-street parking and loading as required by this chapter, provided that parking shall not be conducted as the principal use of any lot.

(3) Conditional uses. All conditional uses shall meet the requirements of Article VII of this chapter.

(a) Clubs, lodges and similar establishments.

(b) Gasoline service stations.

(c) Businesses that service, repair or install automobile and motorcycle parts.

(d) Restaurants, except restaurants of the drive-in type.

(e) Commercial recreational uses.

(f) Outdoor display of merchandise.

(4) Prohibited uses. Those uses not specifically permitted in the C-2 Zone are hereby prohibited. Specifically prohibited are:

(a) Residential uses.

(b) Those uses prohibited in the C-1 Zone, except where otherwise permitted.

(c) "Big box" retail.

B. Bulk regulations.

(1) Lot area. A lot area of not less than one acre shall be required.

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- (2) Lot width. A minimum lot width of 200 feet shall be required.
- (3) Height. No structure shall exceed two stories or 30 feet in height, whichever is less.
- (4) Front yard. There shall be a front yard which shall be not less than 50 feet in average depth, but in no case shall any portion of the structure be constructed closer than 35 feet to the street line. A maximum of 70% of the front yard shall be used for parking and access drives.
- (5) Rear yard. There shall be a rear yard of not less than 20% of the depth of the lot, but in no case shall a rear yard be less than 12 feet, nor shall any rear yard be required to exceed 20 feet.
- (6) Side yard. No side yard shall be required. Where provided, however, the minimum side yard shall be six feet in width.
- (7) Coverage. No more than 30% of the lot shall be covered by buildings, and not more than 90% of the lot shall be covered by impervious surfaces, include buildings.
- (8) Screening, landscaping and open space.
 - (a) In each case when a lot abuts a residential zone or a park area there shall be a ten-foot buffer strip which consists of landscaping or natural vegetation as approved by the Planning Board. Said buffer area shall include a solid fence in conformance with other requirements of this chapter as approved by the Planning Board. Such a buffer shall not include the rear or side yard required or any parking or driveways. The object of said buffer shall be to screen year round the adjacent areas, with particular attention to parking, loading and service area.
 - (b) All landscaping as required by a site plan approval under the terms of this chapter shall be maintained for the life of the property to standards as approved in the site plan.
- (9) Lot frontage. There shall be a minimum lot frontage of 50 feet.

§ 360-35. C-3 Regional Commercial District. [Amended 12-23-1997 by Ord. No. 97-22; 7-9-2002 by Ord. No. 2002-10]

In the C-3 Regional Commercial District the following regulations shall apply:

A. Use regulations. A building may be erected or used and a lot may be used or occupied for the following purposes and no other:

(1) Permitted uses. [Amended 11-23-2021 by Ord. No. 2021-16]

- (a) Retail sales, in fully enclosed stores.
- (b) Retail services, in fully enclosed stores.
- (c) Personal services.
- (d) Business, professional and governmental offices and banks, including banks with drive-in facilities accessory to an office-bank type of facility.
- (e) Medical office.
- (f) Medical or dental lab.
- (g) Churches and houses of worship, parish houses and convents.
- (h) Community centers operated as an accessory of use to churches and houses of worship.
- (i) Commercial entertainment, indoor.
- (j) Public parks and playgrounds.
- (k) Public and parochial schools, nursery schools and schools which teach special skills which are related to permitted uses in the C-3 Zone, such as dance schools.
- (l) Shopping centers for uses permitted in the C-3 Zone.
- (m) "Big Box" retail.
- (n) Restaurants, including outdoor dining as an accessory use.
- (o) Establishments serving alcoholic beverages, including establishments which offer live entertainment.
- (p) Telephone exchanges and utility buildings.
- (q) Catering and banquet establishments.
- (r) Hotels and motels of 50 or more rooms.
- (s) Clubs, lodges and similar establishments.
- (t) Tattoo and body piercing parlors.
- (u) Any combination of the uses permitted in the C-3 Zone, including shopping centers

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and malls, hotel complexes, etc.

(2) Accessory uses.

- (a) Signs, as permitted by Article XIII, Signs, of this chapter.
- (b) Off-street parking and loading, including parking garages, as may be required by this chapter.

(3) Conditional uses. All conditional uses shall meet the requirements of Article VII of this chapter.

- (a) Gasoline service stations.
- (b) Businesses that service, repair or install motor vehicle parts.
- (c) Automobile, motorcycle and commercial vehicle sales.
- (d) Fully enclosed sales and storage of building materials.
- (e) Commercial recreational uses.
- (f) Nursery and garden centers.
- (g) Outdoor display of merchandise.
- (h) Pet care establishments. **[Added 11-23-2021 by Ord. No. 2021-16]**

(4) Prohibited uses. Those uses not specifically permitted in the C-3 Zone are hereby prohibited. Specifically, those uses prohibited in the C-1 Zone are prohibited, unless otherwise permitted. Also prohibited are: **[Amended 11-23-2021 by Ord. No. 2021-16]**

- (a) Carting, express hauling, or truck storage yards.
- (b) Truck terminals or depots.
- (c) Contractor's storage yards.
- (d) Any kind of manufacture or treatment other than the manufacture or treatment of products clearly incidental to the conduct of a retail business conducted on the premises.
- (e) Amusement parlors and arcades.
- (f) Outdoor concerts.
- (g) Adult book and/or gift stores.
- (h) Adult mini-motion-picture theaters.
- (i) Adult motion-picture theaters.
- (j) Hotels and motels of less than 50 rooms.
- (k) Pawnshops.

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- (l) Dance halls distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for either observation or participation by patrons therein.
- (m) Establishments offering live entertainment which is distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, either for observation or participation by patrons therein.
- (n) Boardinghouses.

B. Bulk regulations.

- (1) Lot area. A lot area of not less than four acres shall be provided.
- (2) Lot width. A minimum lot width of 350 feet shall be provided.
- (3) Height. No structures shall exceed five stories or 70 feet in accordance with the Floor Area Ratio Schedule in this section.
- (4) Front yard. There shall be a front yard which shall be not less than 75 feet in depth. No more than 75% of the front yard shall be used for parking and access drives. A minimum of 70% pad site structure shall be located within the front yard setback, and the building line of a pad site structure shall be constructed no closer than 35 feet to the right-of-way line. Existing and approved pad sites as of the date of September 28, 2021, that do not comply can continue to remain. **[Amended 11-23-2021 by Ord. No. 2021-16]**
- (5) Rear yard. There shall be provided a rear yard at least equal to the height of the building, but no rear yard shall be less than 30 feet. At least five feet of the rear yard shall be planted and landscaped.
- (6) Side yard. There shall be provided two side yards which shall be at least as great as the height of the building, but in no case shall each side yard be less than 30 feet. At least five feet of the side yard shall be planted and landscaped.
- (7) Coverage. Building coverage and coverage by impervious surfaces shall be governed by the following Floor Area Ratio (FAR) Schedule:

Building Height (stories)	Building Coverage	Floor Area Ratio	Land Coverage by Impervious Surfaces
1	30%	0.30	80%
2	20%	0.40	75%
3	17%	0.51	70%
4	15%	0.60	65%
5	14%	0.70	60%

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- (8) Screening, landscaping and open space.
 - (a) All areas of the lot not devoted to use by structures, parking, loading and other functions on the lot shall be left in their natural state or they shall be landscaped in accordance with a site plan approved by the Planning Board. All landscaped areas or natural areas shall be maintained by the owner as approved by the Planning Board.
 - (b) All parking and service areas shall be screened with landscaping and/or fencing. **[Added 11-23-2021 by Ord. No. 2021-16]**
 - [1] All parking areas should be landscaped with shade trees and shrubs and able to provide low-level screening of the view of the parking lot.
 - [2] At least one shade tree for each 40 feet of frontage shall be provided unless adequate evergreen screening is provided.
 - [3] Loading or service areas that are visible from the street or on-site parking area must be screened.
 - [4] No shade tree shall obstruct the view of any use or sign in close proximity to the street.
 - [5] No landscaping shall obstruct sight triangles.
 - (c) Nothing in this section shall prevent an owner from donating to the Township, county, state or federal government or other agency or nonprofit organization any open space which results from the construction of a use in accordance with the FAR Schedule, even if this donation reduces the remaining area of the lot or other nonuse requirement of this chapter below the minimum required. Such donation, including the amount and location, shall be subject to review and approval by the Planning Board.
 - (d) The uses to which the open space which results from use of the FAR Schedule may be put shall be limited to open space related uses, including but not limited to parks, flood retention areas, natural areas, public or private golf courses, driving ranges, swim clubs, riding areas, etc., it being the general intention to preserve the open space so as to provide areas which will act as groundwater recharge areas and areas which will not be subject to flood damage.
- (9) Proximity to residential zone or use.
 - (a) Notwithstanding any other provisions of this section, no structure in the C-3 Zone shall be constructed closer than 100 feet to the nearest residentially zoned or used property or public parkland, and no parking area or access drive shall be located closer than 50 feet to any residentially zoned or used parcel of land or any public park.
 - (b) A fifty-foot buffer shall be established, which shall be extensively planted in accordance with the requirements of a site plan approved by the Planning Board, but the minimal effect will be to screen the bulk, parking, loading and service areas

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from adjacent existing or proposed residential or park uses. Said buffer area shall include a solid fence in conformance with other requirements of this chapter as approved by the Planning Board.

- (c) Buffering areas as required above will not be required when a park area meeting the minimum requirements of the FAR Schedule and open space provisions of this section, including the proximity to residential property, is donated by the developer to the Township, county, state or federal government.
- (10) Lot frontage. There shall be a minimum lot frontage of 50 feet.
- (11) Loading requirements. **[Added 11-23-2021 by Ord. No. 2021-16]**
- (a) No loading dock or service area may be directly located on or visible from any street frontage or within the front building line.
 - (b) Loading and unloading areas shall be located and designed so that vehicles can maneuver safely without obstructing a public right-of-way or any parking space, parking lot aisle, fire lane, vehicular circulation lane, or pedestrian path or sidewalk or pedestrian crossing.
 - (c) Where loading and unloading areas are needed, they must be of sufficient size and dimensions to accommodate the numbers and types of vehicles that are likely to use and maneuver the area.
 - (d) Shared loading areas are encouraged. Pad site structures are not required to provide a designated loading area, provided that the use can demonstrate that none is needed and loading/unloading activities occur at off-peak hours of the business and/or the shopping center.
 - (e) No loading or unloading shall occur between 11:00 p.m. and 7:00 a.m. for any business/occupant located within a building abutting a residential zone
- (12) Pad site structure design guidelines. Any building or structure must be located at or behind the required building setback line, except: **[Added 11-23-2021 by Ord. No. 2021-16]**
- (a) Any unenclosed porch, deck, terrace, steps, or stoop, which may project a maximum of nine feet. This encroachment includes an unenclosed roofed porch or terrace.
 - (b) Any roofed and unenclosed steps or stoop may project a maximum of nine feet. Any roof covering unenclosed steps or a stoop may project a maximum of three feet.
 - (c) An unenclosed balcony may project a maximum of six feet.
- (13) A drive-through, drive aisle, queuing area, or parking area should be located no nearer than 35 feet to any property line, paved access drive or street right-of-way line. **[Added 11-23-2021 by Ord. No. 2021-16]**

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(14) Parking design. **[Added 11-23-2021 by Ord. No. 2021-16]**

- (a) For properties fronting Route 23, none of the required parking facilities shall be located between the building line and the street front.
- (b) All parking and service areas shall be screened with landscaping and/or fencing in accordance with the zone district regulations.
- (c) The interior of all surface parking lots shall be landscaped with at least one tree for every 25 parking spaces, which shall be planted in suitably prepared and protected landscape islands or medians.

§ 360-43. I-1A Industrial District. [Added 6-24-2014 by Ord. No. 2014-12]

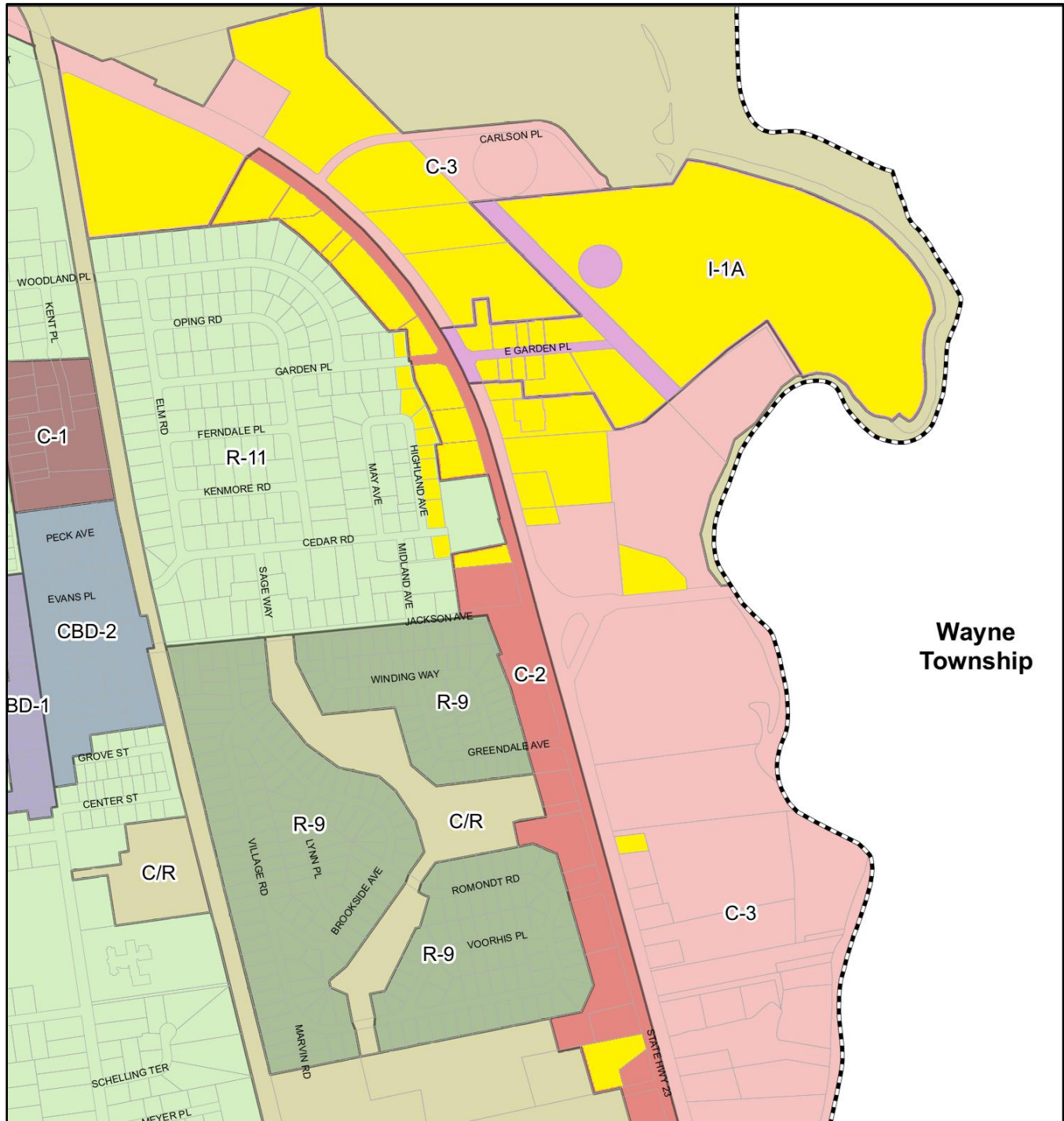
In the I-1A Industrial District the following regulations shall apply:

- A. Use regulations. A building may be erected or used and a lot may be used or occupied for the following uses and no other:
- (1) Permitted uses. Uses permitted in the I-1 and I-2 Zones. In addition, the following uses are permitted: **[Amended 11-23-2021 by Ord. No. 2021-16]**
 - (a) Automobile, motorcycle and commercial vehicle sales.
 - (b) Nursery, garden center or tree farms.
 - (c) Businesses that service, repair or install motor vehicle parts.
 - (d) Kennels and horse farms.
 - (e) Contractor's vehicles, equipment and/or materials storage yard. All vehicles and equipment shall be licensed and insured. A list of all stored vehicles, equipment and materials shall be provided to the Department of Construction and Land Use.
 - (f) Buildings for storage and maintenance of commercial vehicles which are owned and operated by a single operator.
 - (2) Accessory uses.
 - (a) Off-street parking and loading as required by this chapter.
 - (b) Signs, as permitted by Article XIII, Signs, of this chapter.
 - (c) Buildings for the storage of trucks and other vehicles and equipment used for the principal use on the lot.
 - (d) Servicing of vehicles and equipment permitted only within the building.
 - (3) Conditional uses. All conditional uses shall meet the requirements of Article VII of this chapter.
 - (4) Prohibited uses. Those uses which are not specifically permitted in the I-1A Zone are hereby prohibited. **[Amended 4-27-2021 by Ord. No. 2021-05]**
- B. Bulk regulations.
- (1) Lot area. A lot area of not less than one acre shall be provided.
 - (2) Lot width. A minimum lot width of 150 feet shall be provided.
 - (3) Height. No structure shall exceed two stories or 35 feet in height, whichever is less.
 - (4) Front yard. There shall be provided a front yard which shall have an average depth of not less than 50 feet, and in no case shall any part of a building project closer to the street than 35 feet. No more than 50% of the front yard shall be paved for parking and access drives.

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- (5) Rear yard. There shall be a rear yard equal in depth to at least the height of the building, but in no case less than 30 feet. At least 10 feet of the rear yard shall be landscaped or planted in a manner acceptable to the Planning Board.
 - (6) Side yard. Two side yards shall be required, each of which shall not be less than the height of the building, but in no case less than 30 feet. At least 10 feet of each side yard shall be landscaped or planted.
 - (7) Coverage. No more than 35% of the lot shall be covered by buildings, and no more than a total of 75% of the lot shall be covered by impervious material, including buildings.
 - (8) Screening, landscaping and open space.
 - (a) Adjacent to residentially zoned or used property and adjacent to public parkland there shall be a planted buffer strip at least 25 feet in width which shall be maintained to screen and buffer the use in the I-1A Zone from adjacent properties. Said buffer area shall include a solid fence in conformance with other requirements of this chapter as approved by the Planning Board. Said buffer strip may include the required side yard but shall not include parking or access drives.
 - (b) A ten-foot planted buffer shall be required to be planted in each side and rear yard adjacent to the property line where the property abuts commercially or industrially zoned or used property. Said buffer area shall include a solid fence in conformance with other requirements of this chapter as approved by the Planning Board.
 - (9) Lot frontage. There shall be a minimum lot frontage of 50 feet.
- C. Site plan in accordance with § 360-61 is required.



Zoning Map
(subject properties highlighted yellow)

According to the FEMA map, the subject properties are located in Zone X and AE.

Flood Zone X: According to the FEMA flood insurance rate map, Community panel number 3453110003B, effective date July 3, 1986, the subject properties are located in flood zone X and zone AE.

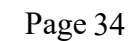
Flood zone X (shaded) indicates an area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. Moderate flood hazard area between the 1% and 0.2% annual chance of flood.

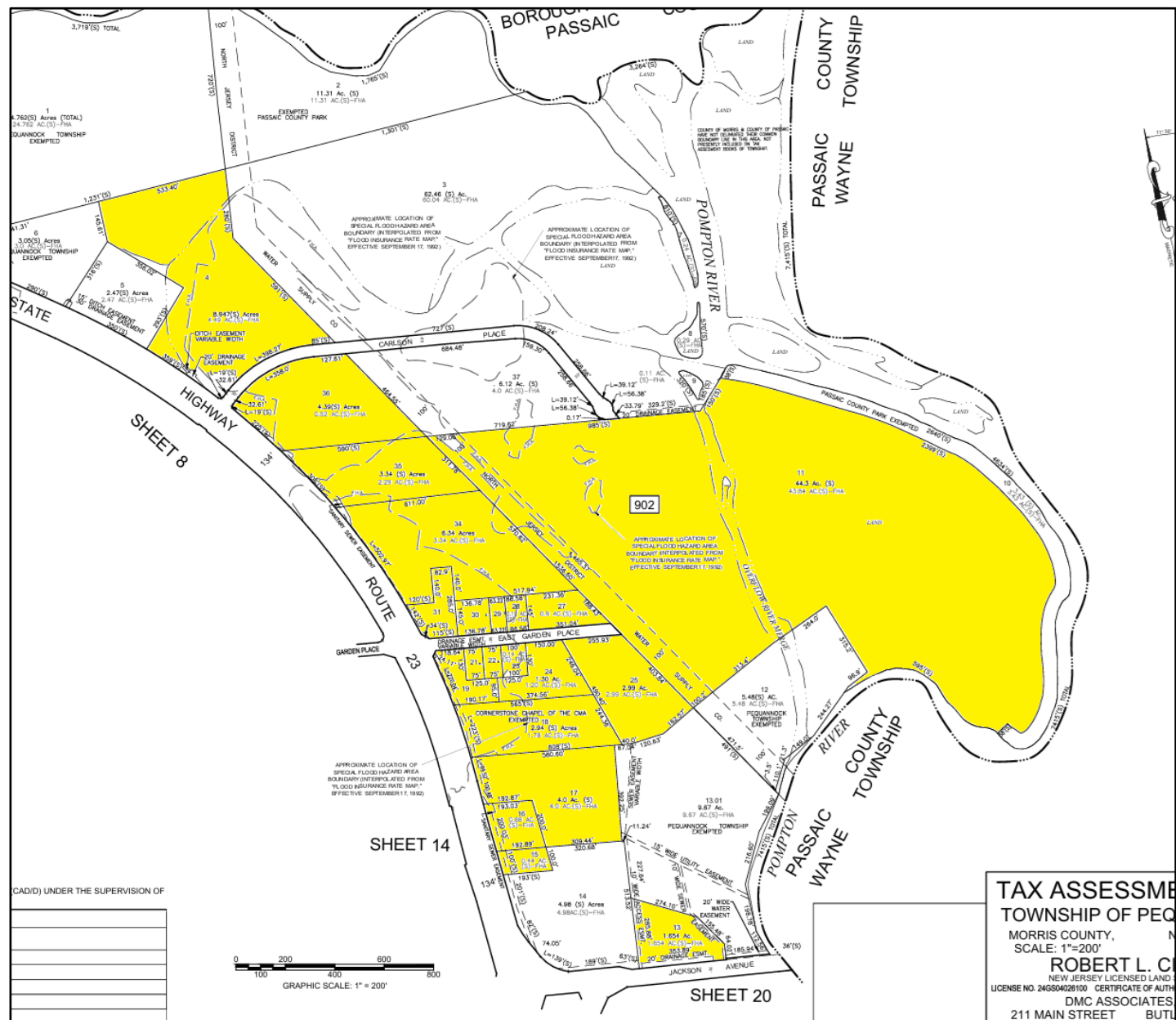
Flood zone X (unshaded) indicates an area of minimal flood hazard, determined to be outside the 500-year flood protected by levee from 100-year flood.

Flood zone AE indicates an area where base flood elevations are provided with a 1% annual chance of flooding.

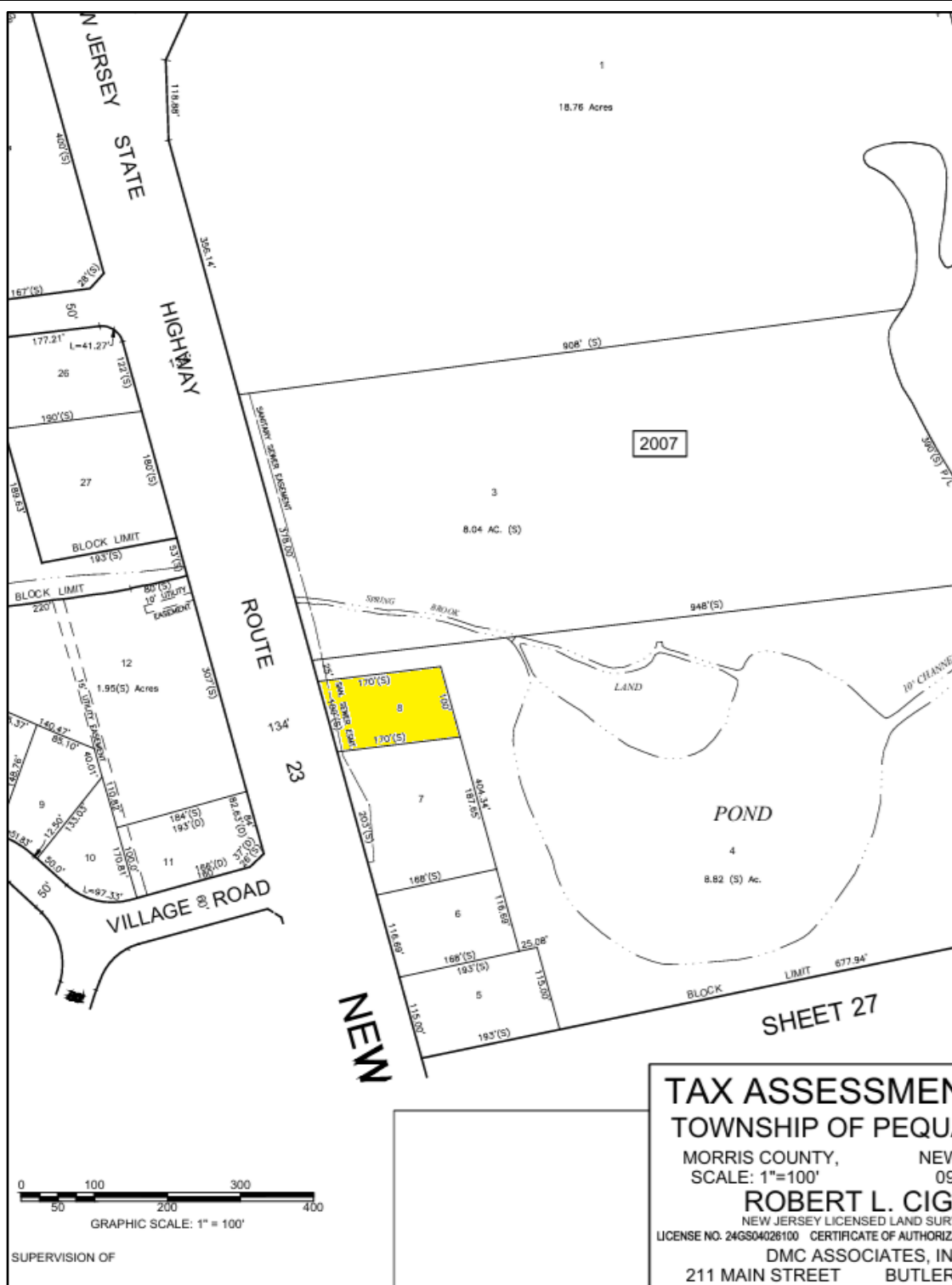
Soil Conditions: A soil engineering report of the subject site has not been provided or reviewed.













PROPERTY DESCRIPTION

The subject of this appraisal consists of 45 properties located in a predominantly commercial area of Pequannock in Morris County, New Jersey. The subject neighborhood consists of predominantly commercial development with accessory uses. Route 23 provides South to North access from its beginning in Wayne (Passaic County) to its terminus in Port Jervis New York. The properties included in this report are located in the Northeastern portion of the Township and are close to the borders with Wayne to the East and Riverdale to the North. Development in the area is predominantly commercial in nature and surrounding uses include retail strip centers, mixed retail and residential uses, office buildings, services stations, and recreational uses. The residential properties on Highland Avenue are located in a small subdivision that contains single family dwellings built in the mid 1900's and some in the mid 2010's. The industrial properties located in the I-1A zone consist of small warehouse uses and service garages.

The Township of Pequannock provided a certification of costs dated May 30, 2025 for the Route 23 sewer project in the amount of \$6,883,704.46. Said costs include, but are not limited to, excavation, acquisition and installation of sanitary sewer mains, associated laterals, sewer pipe and all piping and valving, site restoration, repaving and aesthetic improvements, and also including all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary. Based on Ordinance 2017-01 (adopted February 14, 2017), the Township intends to make and to levy special assessments against all such lots and parcels of real estate in an aggregate amount of not exceeding \$4,600,000 in costs. The finalized list of properties included in the project was provided by the town's Administrator and is believed to be accurate.

Morris County, which contains a total area of approximately 460 square miles (448 square miles of land and 12 square miles of water), is located in the north central portion of the State of New Jersey, approximately 25 miles west of New York City. The county is bounded on the north/northeast by Sussex and Passaic Counties, on the east by Essex and Union Counties, on the south/southwest by Somerset and Hunterdon Counties, and on the west by Warren County.

The county is traversed by an extensive system of state, county and interstate roadways including Interstate Routes 80 and 287, US Routes 46 and 202, and State Routes 10, 24, and 53, plus an extensive system of local roadways. Morris County has within its reach ready access to the roadways that provide entry to lower and midtown New York City via the Lincoln Tunnel and the Holland Tunnel, as well as access to the George Washington Bridge as a “gateway” to the New England states. In addition to the extensive system of roadways, transportation facilities include commuter bus and rail service. Regularly scheduled commuter rail service to New York City is provided by New Jersey Transit.

The county’s population has steadily increased in every decade since the first half of the 19th century. As of the United States 2020 Census, there were 509,285 people residing in 198,761 housing units in the county. The resulting population density for the county is 1,104 inhabitants per square mile.

The county is governed by a seven-member Board of Chosen Freeholders. The members are elected at large to serve three-year terms on a staggered basis, with either two or three seats “up for election” each year.

Several Fortune 500 businesses have headquarters, offices, or a major facility in Morris County. These include Warner Lambert, Exxon, Novartis, BASF, Bayer, Wyeth, PBF Energy, Zoetis, and Avis Budget Group. Major industries include finance, insurance, real estate, pharmaceuticals, health services, research and development, and technology.

Resident buying income is reflected in the 2020 annual per capita personal income estimate of approximately \$61,915 and the median household income of \$123,727.

Health care facilities servicing the county include Greystone Park Psychiatric Hospital, Kessler Institute for Rehabilitation, Kindred Hospital New Jersey, Morristown Memorial Hospital, and Saint Clare’s Hospitals in Boonton, Denville, and Dover. These hospitals have a combined capacity exceeding 1,500 beds.

Public education, kindergarten through 12th grade, is provided by the municipalities throughout its 39 school districts. Additionally, there are parochial schools located within the county. Institutions of higher education include Assumption College for Sisters, College of Saint Elizabeth, and Drew University. Additionally, the County College of Morris serves students as a two-year public community college.

Utilities including water, sewer, natural gas, electricity and telephone services are available throughout the county. Garbage removal is either provided for by the various municipalities or a private service.

A range of recreational facilities, museums, historic sites, and entertainment activities are offered. In addition, private facilities and parks provide a variety of activities including boating, picnicking, fishing, hiking, ice skating, riding, snowshoeing, athletic fields, and sightseeing.

Generally, the county offers those elements needed to attract residential, commercial and industrial development. In addition to the county's proximity to New York City, the county is located in the "Middle Atlantic" region of the United States representing a multi-billion dollar market area that stretches from Boston to Northern Virginia.

Pequannock Township, containing an area of approximately 6.79 square miles and is located in the northeastern portion of Morris County. According to the 2020 census, the population of the Township was 15,575. The resulting population density was approximately 2,293 inhabitants per square mile.

As of the 2020 Census, there were 6,297 households in Pequannock. The median household income in the Township was \$117,206 and the per capita income was \$63,240.

The Township operates within the Faulkner Act (the Optional Municipal Charter Law) under the Council-Manager Plan E form of municipal government. There are five members of the Council who are elected at-large. Members of the council are elected to four-year terms on a staggered basis. Every two years (on even-numbered years) in the November general election, either two or three expiring seats come up for election. At their annual reorganizational meeting, the members of the Council select a mayor and deputy mayor from among their ranks. The Council is also responsible for hiring a Township Manager to serve as chief executive and administrative officer. Pequannock is located in the 11th Congressional District and is part of New Jersey's 40th State Legislative District.

The Pequannock Township School District serves students in Kindergarten through Grade 12. There are three elementary (Kindergarten through Grade 5) schools, one middle (Grade 6 through Grade 8) school, and one high (Grade 9 through Grade 12) school. Additionally, there are four private/parochial schools in the Township.

Two major roadways that run through a portion of the Township are Interstate 287 and New Jersey State Highway 23. Although not located in Pequannock, New Jersey Transit rail stations in Mountain View and Lincoln Park are nearby and offer service to Hoboken Terminal. Additionally, New Jersey Transit provides bus service to Port Authority Bus Terminal in Midtown Manhattan.

Generally, the community is provided those services demanded by typical inhabitants, including education facilities, recreational facilities, public utilities, health facilities, shopping and police, fire and communication facilities.

The subject property has been valued, according to proper appraisal techniques, in terms of its highest and best use. Highest and Best use may be defined as: “the reasonably probable use of property that results in the highest value.”⁵ The definition applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use. Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser’s judgment and analytical skill. In other words, the use determined from analysis represents an opinion, not a fact to. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use is *most probable use*. In the context of investment value, an alternative term is *most profitable use*. To analyze highest and best use, two distinct scenarios are considered. The highest and best use of the land as vacant and the highest and best use of the land as improved.

⁵ “*The Appraisal of Real Estate*”, Fifteenth Edition. Chicago: Appraisal Institute, 2020, Page 305.

AS VACANT

Legally Permissible

The subject properties are located within the R-11, C-2, C-3, and I-1A zoning districts. Properties located in the R-11 zone permits development of residential single-family dwellings consistent with existing neighborhood development patterns. Properties located in the C-2 and C-3 zone permit various commercial uses including retail stores, professional and medical offices, and retail shopping centers. Properties located in the I-1A zone permit various uses including offices, contractor showrooms, research laboratories, warehouses, wholesale distribution, industrial uses, automobile, motorcycle, and commercial vehicle sales.

Physical Possibility

We have considered all readily available information pertaining to the physical characteristics of the site including its size, shape, access, topography, flood plain encroachment, and soil characteristics. Based upon our analysis, development of the subject properties consistent with uses allowed in each zoning district is physically possible.

Financial Feasibility

In order to determine financial feasibility, an appraiser typically estimates the income that can be expected from each potential highest and best use of the property. In order to be financially feasible, revenue from the proposed development must be sufficient to satisfy the required rate of return on the investment. Essentially, a proposed development would be financially feasible if the income to be derived from selling or renting the end product will be sufficient to satisfy the costs of development and the entrepreneurial profit required for such development. The demand for development consistent with each zone in this marketplace is good and construction of residential dwellings, retail uses, and industrial uses consistent with zoning is possible. Therefore, it is my opinion that residential development is financially feasible for the R-11 zone, commercial development is financially feasible for the C-2 and C-3 zones, and industrial development is financially feasible for the I-1A zone.

Maximally Productive

Taking all of the above factors into consideration, it has been determined that the subject properties physically support development; development is legally permissible; and the costs incurred in development represent an equitable investment. Therefore, all criteria have been estimated to equitably produce a reasonable return on the land.

AS IMPROVED

Legal Permissibility

The subject properties conform to the zoning requirements in each zoning district.

Physical Possibility

It is clear that the existing improvements are physically possible. We are unaware of any subsoil or other building conditions which would prevent the continued use of the property for its present utilization.

Financial Feasibility

Financial Feasibility is defined as the ability of a project to produce sufficient revenue to pay all expenses and charges plus provide a return on and return of capital invested in the project. Alternatively stated, the revenue from the project must be sufficient to satisfy the required rate of return on the investment. The subject properties were designed to meet the expectations of the investors. Therefore, the existing improvements appear to represent a financially feasible use.

Maximally Productive

Having found that the existing use does meet the first three tests of a property's highest and best use, we examined other alternative uses and development possibilities of the site. We are unaware of any alternate use that would economically justify the removal of the existing improvements. Therefore, continuation of the existing use embodies the most profitable and productive use of the property as improved.

Conclusion

After careful consideration of all factors including the property's physical, legal, and economic characteristics, it is our opinion that the highest and best use of the subject sites, if vacant, is for development of an approved use as permitted by the zoning regulations.

The highest and best use of the subject sites as improved is for the continuation of their current use.

There are three (3) approaches to the problem of finding market value. All data utilized in these approaches must come from the marketplace. The approaches are commonly referred to as the Cost, Income and Sales Comparison.

The Cost Approach is utilized by estimating, utilizing market costs, the replacement cost of a building and other improvements, deducting depreciation, which is a loss in value from all causes, and adding this depreciated value to the value of the land upon which the improvements are constructed. Depreciation may come from actual physical deterioration, loss in value due to functional inutility, or through a loss in value resulting from economic reasons such as factors in the marketplace which would cause the property to rent for an amount not adequate to justify the investment in the improvements.

The Income Approach to value is utilized by estimating potential gross income, deducting an amount for vacancies and other rent loss and deducting all expenses in order to apply an appropriate capitalization rate to the resulting net income in order to find market value. All income estimates, expense items and capitalization rates must be obtained from the market. "An Appraiser attempts to obtain all income and expense data from income producing properties used as comparables."⁶

The Sales Comparison is sometimes referred to as the Direct Comparison Approach to value. Sales of similar properties are compared to the property under appraisal in order to arrive at an estimate of value. Units of comparison in appraising income producing property include location, age, time of sale and other characteristics of the property that may influence value. Adjustments made in making this comparison must have a basis in market experience.

In essence, all approaches to value (particularly when the purpose of the appraisal is to establish market value) are market data approaches since the data inputs are presumably market derived.

Associated Appraisal Group, Inc. has been retained by the Township of Pequannock to conduct a valuation analysis of 45 properties in response to the construction of public improvements in the form of municipal sanitary sewers.

The value determined will be the "enhancement value" due to the installation of sanitary sewers, as described by statute (N.S.J.A. 40:56-27). Each property's enhancement value will be valued with a hypothetical condition as though the subject properties are completely vacant of all improvements and considered legal building lots. Our analysis will determine the enhancement to the land value only. This appraisal is a jurisdictional exception to the Uniform Standards of Professional Appraisal Practice in that it does not attempt to value each property affected by the sewer line but only values the value enhancement contributed by the line to each property owner.

⁶ "The Appraisal of Real Estate" Thirteenth Edition, Page 473 published by the Appraisal Institute 2008

This appraisal is of a fractional segment of the subject properties. The values estimated herein cannot be used to determine the value of the whole.

In this report, all three approaches to value were considered. Land parcels are seldomly leased in the subject market; therefore the Income Approach will not be utilized. In order to determine if there is an incremental Market Value to a property within' the project boundaries due to the presence of sanitary sewers, we have relied upon the Cost and Sales Comparison Approaches to valuation.

The Cost Approach is based on the proposition that an informed purchaser would pay no more than the cost of producing a substitute property with equal utility and desirability as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist no comparable properties on the market.

The first step of this valuation procedure is to estimate the replacement cost new of the existing structure and all other applicable site improvements. From the cost new we must subtract the dollar amount of accrued depreciation caused by physical wear and tear, functional obsolescence, or economic obsolescence. This gives us the current depreciated value of the improvements.

The total cost of the sewer project, which is the subject of this report, was reported to be \$6,883,704.46 or \$152,971.21 per property.

The functional utility of a public sanitary sewer system could also be compared to that of a private disposal system. Based upon estimates from contractors and municipal officials familiar with the subject area, it is estimated that the cost of installation of a typical private residential disposal system would range in cost from \$15,000 to \$75,000 based upon site conditions. It is our opinion that although the functional utility may be comparable, a property with sewer has greater lot utility and overall desirability and market demand than that of a property with a private disposal system.

After careful consideration of all the pertinent facts, we have estimated an enhancement value of \$50,000 for a typical residential property in the boundaries of the sewer project based upon the cost approach.

This approach is predicated on the assumption that there is, in fact, an active market for the type of property being appraised; and that data on recent sales of comparable properties in the same market, representing bona fide arm's-length transactions, are an appropriate guide to the market value of the subject property. Application of the sales comparison approach requires the comparing and rating of other comparable properties to the property appraised. That is, to develop an indication of what they would have sold for if they had possessed all of the basic and pertinent physical and economic characteristics of the subject property. Indications of such adjusted sales prices are developed for several comparable sales. These indications fall into a pattern clustering around one figure, which, when appropriately rounded, provides an indication of the market value of the subject property as of the date of appraisal.

In addition, the sales comparison approach takes into account such important, but frequently overlooked, market elements as the effect of financing terms on sales prices and sales commissions. Market price is the basic guide to market value in the sales comparison approach. It includes whatever constitutes the cost to the typical informed purchaser.

The sales data found in this section has been gathered from local real estate brokers, the Assessor's office, land records offices and other information on file at the office of Associated Appraisal Group, Inc. In addition, numerous conversations with buyers and sellers assisted in formulating the sales.

LAND EXTRACTION METHOD

Extraction is a variation of allocation in which land value is extracted from the sale price of an improved property by deducting the contribution to value of the improvements from total cost. The remaining value is land. Improved sales in certain areas may be analyzed this way because the contribution of the improvements to the total sales price is small and easy to identify. Land value estimates derived through extraction can be considered together with data gathered from vacant land sales and used in the Sales Comparison Approach. Many of the land value estimates analyzed in this assignment were extracted from the total improved sales price. This was done due to the lack of recent vacant land sales in the subject neighborhood. The following pages will outline the land extraction method on each of the sales analyzed and a paired sales analysis utilized to estimate the enhancement value of residential property as a result of the sewer installation. We have conducted an extraction analysis to compare sales of properties in the subject neighborhood with sewer access to properties in the subject neighborhood without sewer access in order to extract land values for the basis of comparison. In order to establish a value indication for the enhancement, we will opine the enhancement value by analyzing the adjusted value difference from the property with sewers to the adjusted value from the properties without sewers. We have made adjustments for the conditions described on the following page.

MARKET CONDITIONS (TIME):

Our analysis of the subject market segment has revealed that prices were consistent for the sampling periods for each set of comparisons. Therefore, no adjustments were required for market conditions.

LOCATION:

Based on our analysis, minor adjustments were required for comparable sales 2-1, 2-2, and 2-5 for differences in location.

LOT UTILITY:

Based on our analysis, minor adjustments were required for comparable sales 2-2, 2-3, 2-4, 3-1, 4-1, and 4-2 for differences in lot utility.

LOT SIZE:

All properties paired were deemed to be similar in lot size, therefore no adjustments were warranted.

ZONING CLASSIFICATION:

Comparable sale 1-2 required adjustment for being located in an inferior zoning classification to the sale with sewer. All other properties paired were located in similar zones therefore no adjustments were warranted.

UTILITIES AVAILABLE:

In addition to the comparison of properties that have sewer access to properties that do not have sewer access, we narrowed the analysis to compare properties that have public water with properties that also have public water. There were no comparisons of properties with public water to properties with well water.

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #1 – Residential Zone	SALE "WITH SEWER"	SALE 1-1 "WITHOUT SEWER"
BLOCK:	1804	2602
LOT:	22.01	1.02
LOCATION:	1 Post Road	4 Dogwood Lane
SALE DATE:	May 31, 2024	May 13, 2024
SALE PRICE:	\$450,000	\$350,000
VALUE OF IMPROVEMENTS:	Vacant Land	Vacant Land
EXTRACTED LAND VALUE:	\$450,000	\$350,000
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Average	Similar
LOT UTILITY:	Adequate	Similar
LOT SIZE (ACRE):	0.255	0.256
ZONING:	R-11	R-11
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED LAND VALUE:	\$450,000	\$350,000
INDICATED ENHANCEMENT:		\$100,000

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #1 – Residential Zone	SALE "WITH SEWER"	SALE 1-2 "WITHOUT SEWER"
BLOCK:	2106	1904
LOT:	16	11.02
LOCATION:	14 Van Ness Avenue	30 Poplar Avenue
SALE DATE:	November 15, 2024	February 26, 2025
SALE PRICE:	\$600,000	\$460,000
VALUE OF IMPROVEMENTS:	\$0	\$0
EXTRACTED LAND VALUE:	\$600,000	\$460,000
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Average	Similar
LOT UTILITY:	Adequate	Similar
LOT SIZE (ACRE):	0.344	0.579
ZONING:	R-15	R-11 / 20%
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED LAND VALUE:	\$600,000	\$552,000
INDICATED ENHANCEMENT:		\$48,000

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #2 – Residential Zone	SALE "WITH SEWER"	SALE 2-1 "WITHOUT SEWER"
BLOCK:	1408	1404
LOT:	12	32
LOCATION:	79 Jackson Avenue	15 May Avenue
SALE DATE:	September 6, 2024	November 14, 2024
SALE PRICE:	\$650,000	\$799,113
VALUE OF IMPROVEMENTS:	\$300,000	\$475,000
EXTRACTED LAND VALUE:	\$350,000	\$324,113
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Traffic / Wet	Superior / -10%
LOT UTILITY:	Adequate	Adequate
LOT SIZE (ACRE):	0.310	0.550
ZONING:	R-11	R-11
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED LAND VALUE:	\$350,000	\$291,702
INDICATED ENHANCEMENT:		\$58,298

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #2 – Residential Zone	SALE "WITH SEWER"	SALE 2-2 "WITHOUT SEWER"
BLOCK:	3609	3601
LOT:	4	19
LOCATION:	43 New Read Street	112 Boulevard
SALE DATE:	May 12, 2025	November 15, 2024
SALE PRICE:	\$555,000	\$450,000
VALUE OF IMPROVEMENTS:	\$265,000	\$200,000
EXTRACTED LAND VALUE:	\$290,000	\$250,000
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Wet	Traffic & Wet / 10%
UTILITY:	Adequate	Superior / -10%
LOT SIZE (ACRE):	0.532	0.258
ZONING:	R-9	R-9
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED LAND VALUE:	\$290,000	\$250,000
INDICATED ENHANCEMENT:		\$40,000

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #2 – Residential Zone	SALE "WITH SEWER"	SALE 2-3 "WITHOUT SEWER"
BLOCK:	4606	4012
LOT:	6	13
LOCATION:	18 Riverside Drive	33 Oak Avenue
SALE DATE:	February 28, 2025	August 21, 2024
SALE PRICE:	\$465,000	\$659,000
VALUE OF IMPROVEMENTS:	\$115,000	\$335,000
EXTRACTED LAND VALUE:	\$350,000	\$324,000
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Wet	Similar
UTILITY:	Adequate	Superior / -10%
LOT SIZE (ACRE):	0.293	0.258
ZONING:	R-9	R-9
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED LAND VALUE:	\$350,000	\$291,600
INDICATED ENHANCEMENT:		\$58,400

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #2 – Residential Zone	SALE "WITH SEWER"	SALE 2-4 "WITHOUT SEWER"
BLOCK:	4606	4301
LOT:	6	2
LOCATION:	18 Riverside Drive	115 Mandeville Ave
SALE DATE:	February 28, 2025	October 17, 2024
SALE PRICE:	\$465,000	\$550,000
VALUE OF IMPROVEMENTS:	\$115,000	\$170,000
EXTRACTED LAND VALUE:	\$350,000	\$380,000
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Wet	Similar
UTILITY:	Adequate	Superior / -10%
LOT SIZE (ACRE):	0.293	0.246
ZONING:	R-9	R-9
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED LAND VALUE:	\$350,000	\$342,000
INDICATED ENHANCEMENT:		\$8,000

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #2 – Residential Zone	SALE "WITH SEWER"	SALE 2-5 "WITHOUT SEWER"
BLOCK:	1408	1404
LOT:	12	25
LOCATION:	79 Jackson Avenue	18 Highland Avenue
SALE DATE:	September 6, 2024	January 24, 2025
SALE PRICE:	\$650,000	\$550,000
VALUE OF IMPROVEMENTS:	\$300,000	\$200,000
EXTRACTED LAND VALUE:	\$350,000	\$350,000
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Traffic / Wet	Superior / -5%
LOT UTILITY:	Adequate	Adequate
LOT SIZE (ACRE):	0.310	0.279
ZONING:	R-11	R-11
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED LAND VALUE:	\$350,000	\$332,500
INDICATED ENHANCEMENT:		\$17,500

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #3 – Commercial Zone	SALE "WITH SEWER"	SALE 3-1 "WITHOUT SEWER"
BLOCK:	2306	802
LOT:	27	6
LOCATION:	381 Route 23	717 Route 23
SALE DATE:	July 31, 2024	October 29, 2024
SALE PRICE:	\$5,000,000	\$5,125,000
VALUE OF IMPROVEMENTS:	\$2,000,000	\$2,600,000
EXTRACTED LAND VALUE:	\$3,000,000	\$2,525,000
INDICATED PRICE PER SQUARE FOOT:	\$28.34	\$24.54
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Good	Similar
UTILITY:	Shape / Use	Superior / -5%
LOT SIZE (SQUARE FEET):	105,850	102,888
ZONING:	C-2	C-2
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED PRICE PER SQUARE FOOT:	\$28.34	\$23.31
INDICATED ENHANCEMENT:		\$5.03

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #3 - Commercial Zone	SALE "WITH SEWER"	SALE 3-2 "WITHOUT SEWER"
BLOCK:	304	802
LOT:	25	6
LOCATION:	901 Route 23	717 Route 23
SALE DATE:	November 14, 2024	October 29, 2024
SALE PRICE:	\$3,750,000	\$5,125,000
VALUE OF IMPROVEMENTS:	\$1,750,000	\$2,600,000
EXTRACTED LAND VALUE:	\$2,000,000	\$2,525,000
INDICATED PRICE PER SQUARE FOOT:	\$29.43	\$24.54
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Good	Similar
UTILITY:	Adequate	Similar
LOT SIZE (SQUARE FEET):	67,953	102,888
ZONING:	C-2	C-2
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED PRICE PER SQUARE FOOT:	\$29.43	\$24.54
INDICATED ENHANCEMENT:		\$4.89

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #3 - Commercial Zone	SALE "WITH SEWER"	SALE 3-3 "WITHOUT SEWER"
BLOCK:	304	802
LOT:	1	6
LOCATION:	937 Route 23	717 Route 23
SALE DATE:	January 3, 2025	October 29, 2024
SALE PRICE:	\$1,270,000	\$5,125,000
VALUE OF IMPROVEMENTS:	\$500,000	\$2,600,000
EXTRACTED LAND VALUE:	\$770,000	\$2,525,000
INDICATED PRICE PER SQUARE FOOT:	\$29.50	\$24.54
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Good	Similar
UTILITY:	Adequate	Similar
LOT SIZE (SQUARE FEET):	26,101	102,888
ZONING:	C-2	C-2
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED PRICE PER SQUARE FOOT:	\$29.50	\$24.54
INDICATED ENHANCEMENT:		\$4.96

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #4 - Industrial Zone	SALE "WITH SEWER"	SALE 4-1 "WITHOUT SEWER"
BLOCK:	4601	902
LOT:	14	29 & 30
LOCATION:	3 Industrial Road	7 & 13 East Garden Place
SALE DATE:	February 12, 2020	June 30, 2021
SALE PRICE:	\$545,000	\$700,000
VALUE OF IMPROVEMENTS:	\$350,000	\$500,000
EXTRACTED LAND VALUE:	\$195,000	\$200,000
INDICATED PRICE PER SQUARE FOOT:	\$12.44	\$7.20
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Average	Similar
UTILITY:	Limited	Superior / -10%
LOT SIZE (SQUARE FEET):	15,681	27,790
ZONING:	I-1	I-1A
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED PRICE PER SQUARE FOOT:	\$12.44	\$6.48
INDICATED ENHANCEMENT:		\$5.96

SALES COMPARISON APPROACH, CONTINUED

ANALYSIS #4 - Industrial Zone	SALE "WITH SEWER"	SALE 4-2 "WITHOUT SEWER"
BLOCK:	4402	902
LOT:	9	29 & 30
LOCATION:	12 Industrial Road	7 & 13 East Garden Place
SALE DATE:	November 30, 2021	June 30, 2021
SALE PRICE:	\$425,000	\$700,000
VALUE OF IMPROVEMENTS:	\$150,000	\$500,000
EXTRACTED LAND VALUE:	\$275,000	\$200,000
INDICATED PRICE PER SQUARE FOOT:	\$12.73	\$7.20
ADJUSTMENTS:		
MARKET CONDITIONS (TIME):	None	None
LOCATION:	Average	Similar
UTILITY:	Limited	Superior / -10%
LOT SIZE (SQUARE FEET):	21,605	27,790
ZONING:	I-1	I-1A
UTILITIES AVAILABLE:	Sewer / Water / Electric / Gas	Septic / Water / Electric / Gas
ADJUSTED PRICE PER SQUARE FOOT:	\$12.73	\$6.48
INDICATED ENHANCEMENT:		\$6.25

R-11 (Residential Zone) Analysis:

Once the necessary adjustments are made, the paired sales listed above indicate an enhancement value range from \$8,000 to \$58,298 with a mean of \$50,457 and a median of \$58,298. Excluding the high and low indications indicates a range from \$17,500 to \$71,000 with a mean of \$49,040 and a median of \$58,298. Focusing on the extractions of the R-11 lots provides an average of \$37,899. After careful consideration of all the relevant data, it is our opinion that a typical property in the R-11 zone, with the ability to connect to the sewer system, has an enhancement value of \$40,000 due to the existence of sanitary sewers. However, the subject properties border commercial uses and require further adjustment downward due to location differences to the comparables used in the sales analysis. Therefore, I have concluded an enhancement value of \$36,000 due to the existence of sanitary sewers for all R-11 parcels and for the residential parcels located on block 802 lot 4, block 902 lot 22, block 902 lot 23, and block 902 lot 28

C-2 and C-3 (Commercial Zone) Analysis:

Once the necessary adjustments are made, the paired sales listed above indicate an enhancement value per square foot range from \$4.89 to \$5.03 with a mean of \$4.96 and a median of \$4.96. After careful consideration of all the relevant data, it is our opinion that a typical commercially zoned property in the C-2 and C-3 zone, with the ability to connect to the sewer system, has an enhancement value of \$5.00 per square foot due to the existence of sanitary sewers.

I-1A (Industrial Zone) Analysis:

Once the necessary adjustments are made, the paired sales listed above indicate an enhancement value per square foot range from \$5.96 to \$6.25 with a mean of \$6.10 and a median of \$6.10. After careful consideration of all the relevant data, it is our opinion that a typical industrially zoned property in the I-1A zone, with the ability to connect to the sewer system, has an enhancement value of \$6.00 per square foot due to the existence of sanitary sewers.

RECONCILIATION AND VALUE CONCLUSIONS

In this appraisal we have utilized the cost approach and sales comparison approach to estimate the enhancement value of the subject properties due to the installation of municipal sewers. In the cost approach, the actual certified costs of the project and the cost of private disposal systems were considered since the actual cost or the cost of an alternative system of similar utility can be considered to be an indication of value. In the sales comparison approach, sales of properties with and without sewer were assembled for the purpose of analysis. A review of vacant land sales could not provide reliable results for the purposes of this report. As such, we relied upon the land extraction method to determine the land value of the subject properties. After careful consideration of all the relevant data, it is our opinion that an improved property, with the ability to connect to the sewer system, has an enhancement value due to the existence of sanitary sewers.

In the sales comparison approach, each property considered for analysis conveyed the fee simple interest for cash or its cash equivalent and was otherwise considered an arms-length transaction. All sales conveyed within a time frame considered representative of the valuation date and are concluded to offer viable purchasing alternatives to the subject properties if they were in fact offered for sale as of the valuation date and in the same condition. Differences for time, location, lot size, zoning classification, and physical characteristics between the comparable sales were evaluated and adjusted to conclude an indication of the value enhancement due to the presence of sewers. Based upon our analysis, we relied primarily upon the sales comparison approach to value in reaching our value conclusions.

RECONCILIATION AND VALUE CONCLUSIONS, CONTINUED**ROUTE 23 NORTHBOUND AND SOUTHBOUND SANITARY SEWER PROJECT:**

The three approaches to value have produced the following conclusions:

April 30, 2025	R-11 Zone	C-2 & C-3 Zone	I-1A Zone
Cost Approach	\$50,000	\$75,000	\$75,000
Sales Comparison Approach	\$36,000	\$5.00 per SF	\$6.00 per SF
Income Approach	Not applicable	Not applicable	Not applicable

After making the necessary adjustments and taking into consideration all the relevant data regarding the subject properties; it is our opinion that a residential property and a property in the R-11 zone, with the ability to connect to the sewer system, has an enhancement value of \$36,000 due to the existence of sanitary sewers. It is our opinion that a typical commercially zoned property in the C-2 and C-3 zone, with the ability to connect to the sewer system, has an enhancement value of \$5.00 per square foot due to the existence of sanitary sewers. It is our opinion that a typical industrially zoned property in the I-1A zone, with the ability to connect to the sewer system, has an enhancement value of \$6.00 per square foot due to the existence of sanitary sewers.

RECONCILIATION AND VALUE CONCLUSIONS, CONTINUED

Adjustments were required for several parcels due to various factors. The parcel located at 620 Route 23 (block 902 lot 18) is partially exempt. Out of the 33,900 square foot building on the site, only 15,660 square feet is taxable which equates to roughly 46% of the parcel. As such, only 46% (59,010 SF) of the land will be assessed with an enhancement value.

The following properties have been identified as needing easements as part of the sewer project.

BLOCK	LOT	CLASS	LOCATION	ZONE	EASEMENT REQUIRED
802	2	1	ROUTE 23	C-2	YES
802	3	4A	729 ROUTE 23	C-2	YES
802	5	4A	721 ROUTE 23	C-2	YES
802	6	4A	717 ROUTE 23	C-2	YES
802	7	4A	711 ROUTE 23	C-2	YES
902	15	4A	580 ROUTE 23	C-3	YES
902	16	4A	590 ROUTE 23	C-3	YES
902	17	4A	600 ROUTE 23	C-3	YES
902	18	4A	620 ROUTE 23	C-3	YES
902	19	4A	652 ROUTE 23	I-1A	YES
902	20	4A	652 ROUTE 23	I-1A	YES
902	31	4A	660 ROUTE 23	I-1A	YES
902	34	4A	700 ROUTE 23	C-3	YES
902	35	4A	710 ROUTE 23	C-3	YES
902	36	4A	730 ROUTE 23	C-3	YES
1404	8	4A	637 ROUTE 23	C-2	YES
1404	9	4A	619 ROUTE 23	C-2	YES
1404	10	4A	615 ROUTE 23	C-2	YES
1404	12	4A	565-569 ROUTE 23	C-2	YES
1404	25	2	18 HIGHLAND AVE	R-11	YES
2007	8	4A	440 ROUTE 23	C-3	YES

Based on our analysis, these properties require adjustment due to the need for an easement on their property and were reduced by 10% from the rates concluded in the sales comparison approach. The properties in the R-11 zone were reduced to an enhancement value of \$32,400 due to the existence of sanitary sewers (\$36,000 less 10%). The properties in the C-2 and C-3 zones were reduced to an enhancement value of \$4.50 per square foot due to the existence of sanitary sewers (\$5.00 per square foot less 10%). The properties in the I-1A zones were reduced to an enhancement value of \$5.40 per square foot due to the existence of sanitary sewers (\$6.00 per square foot less 10%).

RECONCILIATION AND VALUE CONCLUSIONS, CONTINUED

Several parcels located in the C-2, C-3, and I-1A zones exceed the minimum lot size, according to the zoning requirements. Since these parcels are conforming to the zone and could be developed if vacant, the benefit amount should not exceed the minimum lot size as required by the zone. While the additional acreage certainly adds value to the properties, it could not be subdivided and sold off as excess land. Additionally, this land is needed to support the existing use but does not have a different highest and best use of the improved portion of each lot.

The minimum lot size for the C-2 and I-1A zones is 1 acre. The parcels listed below exceed the 1 acre minimum but the enhancement value will only be calculated on 1 acre (43,560 square feet) of lot size.

BLOCK	LOT	CLASS	LOCATION	ZONE	LOT (ACRE)	LOT (SF)
802	2	1	ROUTE 23	C-2	2.170	94,525
802	6	4A	717 ROUTE 23	C-2	2.362	102,866
902	11	4A	21 E GARDEN PL	I-1A	4.000	174,240
902	24	1	18 E GARDEN PL	I-1A	1.304	56,802
902	25	4A	28 E GARDEN PL	I-1A	2.990	130,244
1404	8	4A	637 ROUTE 23	C-2	1.246	54,271
1404	10	4A	615 ROUTE 23	C-2	1.134	49,401
2701	11	4A	347 ROUTE 23	C-2	1.472	64,120

RECONCILIATION AND VALUE CONCLUSIONS, CONTINUED

The minimum lot size for the C-3 zone is 4 acres. The parcels listed below exceed the 4 acre minimum but the enhancement value will only be calculated on 4 acres (174,240 square feet) of lot size

BLOCK	LOT	CLASS	LOCATION	ZONE	LOT (ACRE)
802	1	4B	777 ROUTE 23	C-3	13.570
902	4	1	ROUTE 23	C-3	8.947
902	13	4A	115 JACKSON AVE	C-3	11.345
902	17	4A	600 ROUTE 23	C-3	4.000
902	34	4A	700 ROUTE 23	C-3	6.342
902	36	4A	730 ROUTE 23	C-3	4.390

SPECIAL ASSESSMENT AND PROPERTY SUMMARY

The Special Assessment can be calculated as follows:

TOTAL ENCHANCEMENT VALUE:	\$10,633,200
ADMINISTRATIVE COSTS:	\$360,247.41
ENGINEERING COSTS:	\$796,549.24
CONSTRUCTION COSTS:	\$5,726,907.81
TOTAL COST OF PROJECT:	\$6,883,704.46
NOT TO EXCEED AMOUNT. BOND ORDINANCE NO 2017-01:	\$4,600,000.00
NOT TO EXCEED COST DIVIDED BY ENHANCEMENT VALUE:	0.4326
SHARE PERCENTAGE (FACTOR):	43.26%

SPECIAL ASSESSMENT AND PROPERTY SUMMARY, CONTINUED

BLOCK	LOT	CLASS	LOCATION	OWNER	ZONE	LOT (ACRE)	LOT (SF)	EASEMENT REQUIRED	NOTES	ENHANCEMENT VALUE	FACTOR	SPECIAL ASSESSMENT
802	1	4B	777 ROUTE 23	777 ROUTE 23 ASSOCIATES, LLC	C-3	13.570	591,109		4 acre max	\$871,200	0.4326	\$376,887.48
802	2	1	ROUTE 23	ROUTE 23 PEQUANNOCK L P	C-2	2.170	94,525	YES	1 acre max	\$196,000	0.4326	\$84,791.03
802	3	4A	729 ROUTE 23	729 RT23 SS PEQ'K,L.P.	C-2	0.719	31,319	YES		\$140,900	0.4326	\$60,954.37
802	4	2	723 ROUTE 23	WHITE, DONALD N & SALVATORI, J M	C-2	0.625	27,211		Residential lot	\$36,000	0.4326	\$15,573.86
802	5	4A	721 ROUTE 23	SEVEN HUNDRED TWENTY ONE ROUTE TWEN	C-2	0.344	15,002	YES		\$67,500	0.4326	\$29,200.99
802	6	4A	717 ROUTE 23	679-717 RT 23 LLC	C-2	2.362	102,866	YES	1 acre max	\$196,000	0.4326	\$84,791.03
802	7	4A	711 ROUTE 23	MBR PROPERTIES, LLC	C-2	0.657	28,601	YES		\$128,700	0.4326	\$55,676.56
802	8	2	12 GARDEN PL	COOPER, THOMAS D & SAMANTHA	R-11	0.250	10,876			\$36,000	0.4326	\$15,573.86
902	4	1	ROUTE 23	NEW EKC CORP C/O R SOLOMON	C-3	8.947	389,731		4 acre max	\$871,200	0.4326	\$376,887.48
902	11	4A	21 E GARDEN PL	COVELLO, CARLO & JOHN	I-1A	4.000	174,240		1 acre max	\$261,400	0.4326	\$113,083.55
902	13	4A	115 JACKSON AVE	TD BANK;ATTN:LEASE & TAX ADMIN DEPT	C-3	11.345	494,188		4 acre max	\$871,200	0.4326	\$376,887.48
902	15	4A	580 ROUTE 23	WILLIAM BRIAN ASSOC, INC	C-3	0.443	19,301	YES		\$86,900	0.4326	\$37,593.57
902	16	4A	590 ROUTE 23	POMPTON REALTY LLC	C-3	0.886	38,598	YES		\$173,700	0.4326	\$75,143.89
902	17	4A	600 ROUTE 23	600 RT 23 POMPTON PLAINS LLC	C-3	4.000	174,240	YES	4 acre max	\$784,100	0.4326	\$339,207.39
902	18	4A	620 ROUTE 23	CORNERSTONE CHAPEL OF THE CMA	C-3	2.945	128,284	YES	59,010 SF will receive benefit	\$265,500	0.4326	\$114,857.24
902	19	4A	652 ROUTE 23	FUEL MAX, INC.	I-1A	0.776	33,813	YES		\$182,600	0.4326	\$78,994.09
902	20	4A	652 ROUTE 23	FUEL MAX, INC.	I-1A	0.000	0	YES	assessed with lot 20	Included in lot 19		
902	21	4A	8 E GARDEN PL	8 EAST GARDEN PLACE, LLC	I-1A	0.224	9,748			\$58,500	0.4326	\$25,307.53
902	22	2	12 E GARDEN PL	VAN WoudenBERG, JOHAN	I-1A	0.224	9,748		Residential lot	\$36,000	0.4326	\$15,573.86
902	23	4A	14 E GARDEN PL	STRYDIO, LINDA EILEEN	I-1A	0.298	12,998		Residential lot	\$36,000	0.4326	\$15,573.86
902	24	1	18 E GARDEN PL	AMARAL, MARIA	I-1A	1.304	56,802		1 acre max	\$340,800	0.4326	\$147,432.57

SPECIAL ASSESSMENT AND PROPERTY SUMMARY, CONTINUED

BLOCK	LOT	CLASS	LOCATION	OWNER	ZONE	LOT (ACRE)	LOT (SF)	EASEMENT REQUIRED	NOTES	ENHANCEMENT VALUE	FACTOR	SPECIAL ASSESSMENT
902	25	4A	28 E GARDEN PL	EAST GARDEN LLC	I-1A	2.990	130,244		1 acre max	\$781,500	0.4326	\$338,082.61
902	27	4B	17 E GARDEN PL	MARSHALL STREET, LLC	I-1A	0.988	43,037			\$258,200	0.4326	\$111,699.21
902	28	2	15 E GARDEN PL	PALICIA, DEBORAH/FILIPPONE, RICHARD	I-1A	0.288	12,553		Residential lot	\$36,000	0.4326	\$15,573.86
902	29	4A	13 E GARDEN PL	EAST GARDEN REALTY INC	I-1A	0.210	9,134			\$54,800	0.4326	\$23,706.88
902	30	4A	7 E GARDEN PL	EAST GARDEN REALTY LLC	I-1A	0.428	18,630			\$111,800	0.4326	\$48,365.50
902	31	4A	660 ROUTE 23	SUNSET PROPERTIES LLC C/O J SCHMUTZ	I-1A	0.860	37,461	YES		\$202,300	0.4326	\$87,516.46
902	34	4A	700 ROUTE 23	POMPTON REALTY LLC	C-3	6.342	276,257	YES	4 acre max	\$784,100	0.4326	\$339,207.39
902	35	4A	710 ROUTE 23	NEW EKC CORP	C-3	3.330	145,054	YES		\$652,700	0.4326	\$282,362.79
902	36	4A	730 ROUTE 23	NEW EKC CORP C/O R SOLOMON ESQ	C-3	4.390	191,228	YES	4 acre max	\$784,100	0.4326	\$339,207.39
1404	7	2	11 GARDEN PL	HYLIND, LAURA A	R-11	0.273	11,874			\$36,000	0.4326	\$15,573.86
1404	8	4A	637 ROUTE 23	POMPTON PLAINS LLC	C-2	1.246	54,271	YES	1 acre max	\$196,000	0.4326	\$84,791.03
1404	9	4A	619 ROUTE 23	ARCH PLAZA LTD LIABILITY CO	C-2	0.895	38,986	YES		\$175,400	0.4326	\$75,879.32
1404	10	4A	615 ROUTE 23	AIELLO, JOHN J & LINDA	C-2	1.134	49,401	YES	1 acre max	\$196,000	0.4326	\$84,791.03
1404	12	4A	565-569 ROUTE 23	OHRID REALTY ASSOCIATES, LLC	C-2	0.746	32,500	YES		\$146,300	0.4326	\$63,290.45
1404	19	2	48 CEDAR RD	KLOSS, RAYMOND & CAROL	R-11	0.262	11,399			\$36,000	0.4326	\$15,573.86
1404	20.01	2	4 HIGHLAND AVE	GELESKI, SPASE	R-11	0.363	15,799			\$36,000	0.4326	\$15,573.86
1404	22.01	2	8 HIGHLAND AVE	CARFELLO, MICHAEL/DENISE	R-11	0.259	11,299			\$36,000	0.4326	\$15,573.86
1404	23.01	2	10 HIGHLAND AVE	ABHICHANDANI, AJAY & KOMAL	R-11	0.259	11,299			\$36,000	0.4326	\$15,573.86
1404	24	2	16 HIGHLAND AVE	CARDAZONE, ANTHONY R JR	R-11	0.172	7,501			\$36,000	0.4326	\$15,573.86
1404	25	2	18 HIGHLAND AVE	EASTERHOFF, RUSSELL/JANE	R-11	0.279	12,148	YES		\$32,400	0.4326	\$14,016.48
1404	26	2	20 HIGHLAND AVE	REGAN, BRIAN & DANA	R-11	0.240	10,463			\$36,000	0.4326	\$15,573.86
1404	27	2	27 MAY AVE	AVAGNANO, RICHARD/JENNIFER	R-11	0.291	12,671			\$36,000	0.4326	\$15,573.86
2007	8	4A	440 ROUTE 23	SRJR REALTY LLC	C-3	0.386	16,801	YES		\$75,600	0.4326	\$32,705.11
2701	11	4A	347 ROUTE 23	B & EV REALTY ASSOCIATES LLC	C-2	1.472	64,120		1 acre max	\$217,800	0.4326	\$94,221.87
									TOTAL:	\$10,633,200	TOTAL:	\$4,600,000

The content, analyses, and opinions set forth in this report are the sole product of the appraiser.

No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.

I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.

I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.

I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.

I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.

The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a

consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of Associated Appraisal Group, and then only with proper qualification and only in its entirety.

The distribution of the total valuation of this report between land and improvements applies only under the existing or proposed program of utilization. Should a separate value for land and building be offered, they must not be used in conjunction with any other appraisal and are invalid if so used.

Recent civil rights legislation has been implemented which requires compliance with the "Americans with Disabilities Act" (ADA). The purpose of this legislation is to provide access for disabled or handicapped people to the public and commercial facilities. It is recommended a qualified architect inspect the property to determine its compliance. Any costs necessary to bring the property to ADA standards would have to be deducted from our concluded value estimate.

No survey was made for this report. Property lines, area, etc., of record, or otherwise provided, are assumed to be correct. The exhibits or sketch included in this report are only to assist the reader in visualizing the property.

It is assumed the subject property is served with public sewer and water or adequate well water and septic capacity.

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only a summary of the data, reasoning, and analysis that were used in the appraisal process to develop the appraisers' opinion of value.

Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion, contained in this report is specific to the needs of the client and for the intended use previously stated. The appraiser is not responsible for unauthorized use of this report.

Furthermore, this report is intended for use in conjunction with a special assessment program and should not be used for any other purpose.

DARREN RAYMOND, MAI
STATE CERTIFIED GENERAL REAL ESTATE APPRAISER

EDUCATION:

UNIVERSITY OF VERMONT
Burlington, Vermont
B.A., History

REAL ESTATE EDUCATION:

THE APPRAISAL INSTITUTE:

Course 110: Appraisal Principles
Course 120: Appraisal Procedures
Course 200: Residential Market Analysis and Highest and Best Use
Course 310: Basic Income Capitalization
Course 320: General Applications
Course 410: Uniform Standards Professional Appraisal Practice
General Appraiser Report Writing and Case Studies
Advanced Market Analysis and Highest and Best Use
Advanced Income Capitalization
Advanced Concepts and Case Studies

EXPERIENCE:

2010 – Present

ASSOCIATED APPRAISAL GROUP

Senior Appraiser

- Narrative report writing for the Tax Court of New Jersey, condemnation matters, lending institutions, various governmental agencies and private clients.
- Expert witness at the Tax Court of New Jersey and various County Boards of Taxation.
- Advisory services for Tax Assessors, reassessment programs, and revaluation programs.

1998 – 2010

APPRAISAL SYSTEMS, INC.

Senior Appraiser / Commercial Supervisor

- Responsible for all phases of revaluation programs relating to commercial properties, including the estimation of all property values in municipalities throughout Bergen, Essex, Hunterdon, Monmouth, Morris, Ocean, Passaic, Sussex, Union and Warren Counties.
- Assistance in narrative report writing for the Tax Court of New Jersey, condemnation matters, lending institutions, various governmental agencies and private clients.
- Expert witness at the Tax Court of New Jersey and various County Boards of Taxation.
- Educational presenter for various County Tax Boards and New Jersey State sponsored continuing education courses.

EXPERT WITNESS:

Tax Court of New Jersey

Bergen County Board of Taxation

Burlington County Board of Taxation

Essex County Board of Taxation

Hudson County Board of Taxation

Hunterdon County Board of Taxation

Mercer County Board of Taxation

Middlesex County Board of Taxation

Monmouth County Board of Taxation

Morris County Board of Taxation

Ocean County Board of Taxation

Passaic County Board of Taxation

Somerset County Board of Taxation

Sussex County Board of Taxation

Union County Board of Taxation

Warren County Board of Taxation

LICENSES AND AFFILIATIONS:

Designated Member – The Appraisal Institute

New Jersey Board of Real Estate Appraisers

State Certified General Real Estate Appraiser: **42RG00208200**

Valid through 12/31/2025

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2017-01

BOND ORDINANCE PROVIDING FOR THE ROUTE 23 SEWER PROJECT IN AND BY THE TOWNSHIP OF PEQUANNOCK, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING \$6,100,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,100,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING THE SPECIAL ASSESSMENT OF PART OF 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. No down payment is required as the purpose authorized herein is deemed self-liquidating and the obligations authorized herein are deductible from the gross debt of the Township, as more fully explained in Section 8(e) of this bond ordinance.

Section 2. In order to finance the cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$6,100,000 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 Route 23 Sewer Project, consisting of the sanitary sewer extension to complete Projects 14-5 and 14-6 from the Pequannock Township Sewer Master Plan, including Route 23, north of Jackson Avenue as well as completing the northbound section from Village Road to Jackson Avenue, a section southbound near 363 Route 23 and an extension from the Turnpike to Kent Place to serve commercial properties as identified below, including all work and materials necessary therefor and incidental thereto.

BLOCK LOT LOCATION

802	1	777 ROUTE 23	902	18	620 ROUTE 23
802	2	ROUTE 23	902	19	652 ROUTE 23
802	3	729 ROUTE 23	902	20	652 ROUTE 23
802	4	723 ROUTE 23	902	21	8 E GARDEN PL
802	5	721 ROUTE 23	902	22	12 E GARDEN PL
802	6	717 ROUTE 23	902	23	14 E GARDEN PL
802	7	711 ROUTE 23	902	24	18 E GARDEN PL
802	8	12 GARDEN PL	902	25	28 E GARDEN PL
902	4	ROUTE 23	902	27	17 E GARDEN PL
902	13	115 JACKSON AVE	902	28	15 E GARDEN PL
902	15	580 ROUTE 23	902	29	13 E GARDEN PL
902	16	590 ROUTE 23	902	30	7 E GARDEN PL
902	17	600 ROUTE 23	902	31	660 ROUTE 23

902	34	700 ROUTE 23	1404	12	565-569 ROUTE 23
902	35	710 ROUTE 23	1404	19	48 CEDAR RD
902	36	730 ROUTE 23	1404	20.01	4 HIGHLAND AVE
1401	4	9 KENT PL	1404	22.01	8 HIGHLAND AVE
1401	4.01	7A & 7B KENT PL	1404	23.01	10 HIGHLAND AVE
1401	5	702 TURNPIKE	1404	24	16 HIGHLAND AVE
1401	6	702 TURNPIKE	1404	25	18 HIGHLAND AVE
1401	30	10 KENT PL	1404	26	20 HIGHLAND AVE
1401	31	12-14 KENT PL	1404	27	27 MAY AVE
1404	7	11 GARDEN PL	2007	1	500 ROUTE 23
1404	8	637 ROUTE 23	2007	3	444 ROUTE 23
1404	9	619 ROUTE 23	2007	4	400 ROUTE 23
1404	10	615 ROUTE 23	2007	8	440 ROUTE 23
1404	11	581 ROUTE 23	2701	11	347 ROUTE 23

(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. 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. 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. Notice is hereby given to the owners of all lots and parcels of real estate benefitted by the improvement described in Section 3(a) hereof and affected by the improvement described therein that the Township intends to make and to levy special assessments against all such lots and parcels of real estate in an aggregate amount of not exceeding \$4,600,000. Such special assessments

shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the respective lots and parcels of real estate shall be deemed to receive by reason of the improvement. It is expected that the Township will contribute \$1,500,000 to the cost of the improvement; however, if the amount of the special assessments as finally confirmed is less than \$4,600,000, then the Township will also contribute the difference to the cost of the improvement.

Section 7. The owner of any land upon which an assessment for the local improvement shall have been made may pay such assessment in the number of equal yearly installments determined herein with legal interest on the unpaid balance of the assessment. The first of such installments shall be due and payable two months after the confirmation of the assessment, and each subsequent annual installment and interest shall be payable in each successive year at such time as the governing body shall determine by resolution, provided that any owner of land so assessed shall have the privilege of paying the whole of any assessment or any balance of installments with accrued interest thereon at one time. In case any such installment shall remain unpaid for thirty (30) days after the time it shall become due and payable, the whole assessment or the balance thereof shall become and be immediately due and payable, shall draw interest at the rate imposed upon the arrearage of taxes in the Township and shall be collected in the same manner as provided by law for other past-due assessments. Such assessment shall remain a lien upon the land described herein until the assessment, with all installments and accrued interest thereon, shall be paid and satisfied. Notwithstanding anything herein to the contrary, the Township shall have the right to waive default as may be permitted by law.

Section 8. 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 self-liquidating purpose of a municipal public utility, the cost of which shall be specially assessed on property specially benefited 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 40 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 \$6,100,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$795,000 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.

(e) This bond ordinance authorizes obligations of the Township solely for purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for a purpose that is deemed self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from gross debt pursuant to N.J.S.A. 40A:2-44(c).

(f) The number of annual installments within which the special assessments are to be levied on the lots and parcels of real estate benefitted by the improvement is not to exceed 20.

Section 9. 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 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 10. 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.

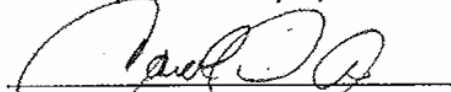
Section 11. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. 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 ARule@) 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.

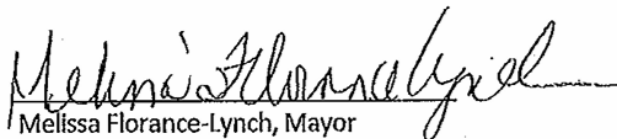
Section 12. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 13. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduced: January 24, 2017

Adopted: February 14, 2017

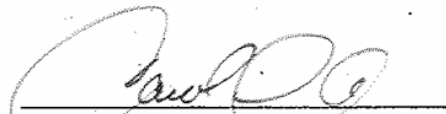

Carol J. Marsh, Township Clerk


Melissa Florance-Lynch, Mayor

I hereby certify that this is a true copy of an ordinance adopted by the Pequannock Township Council at a meeting held February 14, 2017 by the following vote:

AYES: Mr. Herd, Mr. Kohle, Mr. Phelan, Ms. Winterfield, Mayor Florance-Lynch.

NAYS: None


Carol J. Marsh, Township Clerk

COST CERTIFICATION FOR SANITARY

SEWER CONSTRUCTION COSTS

I, Julie McIvor, CFO for the Township of Pequannock, County of Morris, State of New Jersey, do hereby certify that the costs to engineer and construct the sanitary sewer system to serve the Route 23 area are as follows:

SEWER ASSESSMENT

Project Costs

Route 23 Sewers

Administrative Costs:	\$ 360,247.41
Engineering Costs:	\$ 796,549.24
Construction Costs:	\$ 5,726,907.81
<u>Total:</u>	<u>\$ 6,883,704.46</u>

These costs are total in nature and reflect all expenditures necessary to construct the sanitary sewers for the Route 23 area



Signature

5/30/25

Date

**Resolution
To Confirm the Route 23
Northbound and
Southbound Sewer
Extension Assessment**

Resolution to Confirm Assessment

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council of the Township of Pequannock to confirm assessments for the Rt. 23 Northbound and Southbound Sewer Extension.

Resolution No. R2025-173

WHEREAS, a special assessment of benefited properties in the Rt. 23 Northbound and Southbound Sewer Extension was authorized in Bond Ordinance No. 2017-01 adopted on February 14, 2017, Bond Ordinance No. 2020-02 adopted on February 25, 2020 and Bond Ordinance 2023-12 adopted on July 11, 2023; and

WHEREAS, the project was completed and the cost certified to the Special Assessor who conducted a public hearing of affected property owners as required by Statute on August 5, 2025; and

WHEREAS, due notices have been given and a hearing was held on September 9, 2025 pursuant to the provisions of N.J.S.A. 40:56-30; and

WHEREAS, the Township Council has considered the assessment report submitted to it by the Special Assessor initially dated July 1, 2025 and finalized on August 20, 2025 with a valuation date of May 30, 2025 in connection with the assessment for benefits for the Rt. 23 Northbound and Southbound Sewer Extension; and

WHEREAS, the Township Council finds that the appropriate notice has been given and that the report is proper in form;

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 report of the Special Assessor filed in connection with the improvements and assessments in the Rt. 23 Northbound and Southbound Sewer Extension and attached hereto be and the same are hereby adopted and confirmed along with a provision for installment payments to be made in accordance with Statute over a period of ten years at an annual interest rate no greater than the rate of the Bond Anticipation Notes borrowed by the Township to finance these improvements; and

BE IT FURTHER RESOLVED, that the Township Clerk be and is hereby ordered and directed to deliver to the Collector of Taxes of the Township a duly certified copy of said report and map, in accordance with the provisions of N.J.S.A. 40:56-31, with the direction that the Collector proceed with the collection of the assessments made; and

BE IT FURTHER RESOLVED, that the Tax Collector shall bill the assessment quarterly and the rate of interest that shall be applied is three point three percent (3.3%); and

BE IT FURTHER RESOLVED, that in the event any installment is not paid within thirty (30) days of the due date the entire balance shall become due and owing and that that interest shall be imposed at the same rate as delinquent taxes

Adopted: September 9, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Manager's Report

MANAGER'S REPORT

Township of



Pequannock

To: Township Council

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

Re: Manager's Report – 9/9/2025 Council Meeting

Date: September 5, 2025

A) Item(s) From Prior Meetings

At the last meeting of the Township Council, during discussion about West Franklin parking concerns, a question was posed regarding why the church is not using a recently acquired adjacent lot for parking. Although I have not contacted the church, a review of the situation with staff and professionals revealed that the path to utilize the adjacent lot would likely require a merger of the lots through subdivision and an application to the Planning Board for site plan revision. The adjacent lot is currently being used as outdoor 'yard' space.

B) 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.

At the last meeting of the Township Council on August 12, 2025, direction was given to proceed with the next steps toward confirmation of the special assessment, including action on the public hearing and confirming resolution on September 9, 2025. The required notices have been published and letters sent to included property owners.

C) Greenvview Pickleball Courts Membership & Fees Ordinance

Following introduction on August 12, 2025, the ordinance establishing the annual membership required for use of the tennis and pickleball courts in Greenvview Park and corresponding fees has been scheduled for public hearing and potential adoption. The ordinance provides for each member to bring one guest per day and fees, as enumerated below.

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

D) 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

Township of



Pequannock

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 was introduced on August 12, 2025 and has been scheduled for public hearing and potential adoption providing supplemental funding for the Wells 1 & 2 PFAS Treatment project in the amount of \$500,000

E) 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 introduced on August 12, 2025 to provide the necessary authorization for funding for the program. The ordinance has now been scheduled for public hearing and potential adoption. This funding method is consistent with how all prior years of FMA grants were funded.

F) Personnel Policies and Procedures Manual/Employee Handbook

The biannual revision process for the Township's Personnel Policies and Procedures Manual/Employee Handbook was previously discussed. An explanation of the process, origin of the recommended changes and details of the changes were addressed under a separate memorandum that was presented at August 9, 2025 meeting of the Township Council. As directed, following discussion, the manual has been prepared for approval with the corresponding resolution.

G) Pequannock Township Fire Department Engine Company 2 By Laws

Township code requires changes made to Fire Department Company Bylaws be approved by the Township Council. Earlier this year a request for revisions was submitted to my office. After a couple of meetings to review and discuss the changes with representatives of Engine Company 2, final revisions were approved by me and are hereby recommended to the Township Council for ultimate approval. Enclosed with the proposed resolution of approval is a summary of the changes recommended by Engine Company 2.

It is worth noting that the Township Council previously approved an ordinance empowering the Township Manager to approve changes within the Police Department's Rules and Regulations. The Township Council is welcome to continue to approve changes to Fire Department company by laws or, if so desired, can delegate that authority as was done with the Police Department.

Township of



Pequannock

H) Morris County Municipal Joint Insurance Fund (MCMJIF) Membership

The Township of Pequannock has been a member of the Morris County Municipal Joint Insurance Fund since 2011. The MCMJIF provides property, casualty, liability and other coverage exclusive of medical insurance. Membership in the MCMJIF runs in three-year cycles, with the current cycle ending on December 31, 2025. Included on the agenda for the September 9, 2025 meeting is a resolution to renew the Township of Pequannock's membership for another three-year term, which would conclude on December 31, 2028.

I) First Amendment Response Team (FAST)

Under the leadership of the Office of the Morris County Sheriff, the FAST team is being established in an effort to support member agencies, municipalities and the greater Morris County community. A provided description of FAST is as follows:

Working in full partnership, the Morris County Police Chiefs Association (MCPCA), the Morris County Prosecutor's Office (MCPO), and the Morris County Sheriff's Office (MCSO) have collaboratively established the First Amendment Support Team (FAST). This team is dedicated to supporting the community and assisting partner agencies in managing demonstrations, protests, and labor actions, particularly in situations where strongly divided opinions may lead to civil unrest. FAST will be based in the Morris County Sheriff's Office but will be comprised of members from the local municipalities, MCPO, and MCSO, in a similar format to the existing Sheriff's Emergency Response Team.

FAST is a law enforcement entity dedicated to protecting and preserving the First Amendment by providing operational support, training, and guidance that prioritizes decorum and public safety. FAST provides subject matter expertise with operational planning that promotes the preservation of individual rights while simultaneously promoting safety for all parties involved. FAST conducts routine training evolutions to ensure assigned personnel are trained and well-equipped to deploy when the team is needed.

Chief Daniel Comune of the Pequannock Township Police Department has elected to participate in FAST, and the corresponding memorandum of understanding is recommended to formalize the relationship.

J) Bulk Water Purchase Contract with the City of Newark Water Utility

The previous 10-year agreement for the purchase of bulk water from the City of Newark concluded on December 31, 2020. After many years of negotiations, an agreement believed to be acceptable to all parties has been prepared for execution by the Township of Pequannock.

The agreement is for an additional 10 years; however, year one of the agreement begins on January 1, 2025, with a termination date of December 31, 2034. The core elements of the contract remain consistent with the prior agreement, with the exceptions being the rates increased to be that which are present in Newark's current rate schedule and a retroactive payment for 2021 through 2024 in the amount of \$770,296.29. As previously reported during budget meetings, based upon the retroactive payment being required, water utility funds have been reserved each year and are sufficient to make the required payment.

A resolution has been prepared authorizing the execution of the agreement.



K) Third Party Company to Manage Off-Duty Police Employment Services/Off Duty Program Administration

Following a review of the Police Department of off duty/outside duty operations, a recommendation is being made to utilize a third-party company to manage off duty/outside duty jobs.

Examples of current off duty/outside duty procedures

- Staff administers billing – setting up vendors, reconciling payroll to the outside job and billing the appropriate contractor, following the work.
- To schedule work, contractors contact the police desk, Lieutenant, Captain, or Chief.
- The member of the command staff who handles the request, most often the Lieutenant but sometimes the Captain or Chief schedules officers to work, whether emergency or planned.
- The Township pays the Officer for working the outside job out of the Police Department Salaries & Wages line item.
- Township staff staff works to bill and collect reimbursement from contractor

Examples of off duty/outside duty procedures with a third-party company

- The third-party company administers setting up the contractors as vendors, collecting escrow or billing the contractor and transferring funds to the Township to pay the officer.
- Contractors contact the Third-party company to schedule officer for outside duty
- The third-party company pushes opportunities to officers as directed, consistent with current operations via a mobile application
- As noted above, the third-party company sends payment for the officer to municipality within the same pay period as the work is completed.
- The municipality pays officers in same pay period as outside duty work, without charging a municipal appropriation

Summary points of emphasis

- Streamlined scheduling process for both contractors, officers completing the outside duty and Police Department administrative staff
- The Township is out of the bill collecting business
- The Township no longer is involved in manual data entry, which creates errors from time to time
- The Township is protected from financial liability by payment collected by third party and paid to officer

Process moving forward

- Should the Township Council approve the use of a third-party company to manage off duty/outside duty police employment service and the off-duty program, an ordinance is required creating the ability to use a third-party company, which also imposes an 20% administrative fee. The fee is paid by the contractors using the service/scheduling the outside duty, not the Township. When the Township utilizes the third-party to schedule officers for municipal jobs, the 20% fee is waived.
- As a component of the review conducted by the Police Department included investigation into the third-party service providers. For context, should this move forward, the preferred third-party company currently provides this service to dozens of municipalities in the State of New

Township of



Pequannock

Jersey and eight in Morris County. Following the adoption of the ordinance, a resolution naming the company would be required.

During discussion, should any questions arise, answers will be provided if available. If not, additional research will be done and answers can be given at a future meeting of the Township Council.

* * *

Public Hearings Ordinances for Adoption

PUBLIC HEARINGS / ORDINANCES FOR ADOPTION

TOWNSHIP OF PEQUANNOCK

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of Pequannock, in the County of Morris, State of New Jersey, on August 12, 2025. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Municipal Building, in the Township located at 530 Newark Pompton Turnpike, Pompton Plains on September 9, 2025 at 7:00 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **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

Purpose: 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, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures necessary therefor and incidental thereto

Appropriation: \$1,767,000

Bonds/Notes Authorized: \$1,767,000

Grant Appropriated: \$1,741,023.93 grant 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

Section 20 Costs: \$56,000

Useful Life: 10 years

Carol Marsh, Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2025-10

As Introduced 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

PLEASE TAKE NOTICE the following ordinance was introduced and passed on first reading at the **August 12, 2025** meeting of the Township Council and will be considered for second reading and final passage during the meeting scheduled to begin at **7:00** p.m. on **September 9, 2025** in the Municipal Building, located at 530 Newark Pompton Turnpike, Pompton Plains, at which time and place any person desiring to comment on this ordinance will be given the opportunity to be heard.

Carol J. Marsh, Township Clerk

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

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

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of Pequannock, in the County of Morris, State of New Jersey, on August 12, 2025. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Municipal Building, in the Township located at 530 Newark Pompton Turnpike, Pompton Plains on September 9, 2025 at 7:00 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for members for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **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

Purpose: 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 Bond Ordinance #2022-13, finally adopted July 12, 2022

Supplemental Appropriation: \$500,000

Supplemental Bonds/Notes Authorized: \$500,000

Grant Appropriated: N/A

Supplemental Section 20 Costs: \$100,000

Useful Life: 30 years

Carol J. Marsh, Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2025-12

As Introduced 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 (Post 242 Car Show).

Resolution No. R2025-174

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;

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	Sunday, October 19, 2025

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: September 9, 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 to describe the route 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 Y Title: ADJUDANT SAL Date: 7-3-25

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

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving the designated special event permit application (Wreaths Across America).

Resolution No. R2025-175

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;

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
Wreaths Across America	First Reformed Church	December 13, 2025 Noon to 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: September 9, 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: SCANLAN FUNERAL HOME AND FRC CEMETERY COMMISSION

EVENT: WREATHS ACROSS AMERICA DAY

DAY & DATE: SATURDAY 12/13/25 HOURS: 12pm - 3pm

LOCATION: FRC NEWARK POMPTON TPKE. - POMPTON PLAINS, NJ 07444

ESTIMATED NUMBER OF PARTICIPANTS/ATTENDEES: 75-100

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 or description that clearly indicates the planned route. Proof of insurance will also be required as outlined in the instructions.

CONTACT INFORMATION. NAME: BOB NIXON

ADDRESS: 9 LOCKWOOD AVE.

PHONE: 973-800-7629 - CELL

CITY, STATE, ZIP: POMPTON PLAINS, NJ 07444

EMAIL: ROBERTNIXON9@HOTMAIL.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: [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? YES - FRC / VOLUNTEER STAFF

What arrangements will be made for traffic control? PEQUANNOCK PD -

Robert L. Nix ^{EVENT} COORDINATOR
Signature Title

8/19/25
Date

FOR OFFICE USE ONLY:

[] Cash

Rec'd By:

LICENSE NO.

Fee Paid: \$100.00

[] Check No. _____

Date:

Join Us in Our Mission

Remember ★ Honor ★ Teach



★ **December 13, 2025** ★

National Wreaths Across America Day



Help Scanlan's honor local heroes!

Sponsor a wreath today to be placed on a veteran's grave this December at First Reformed Church Cemetery

Scan the QR code to make a donation online or visit www.wreathsasscrossamerica.org/NJ0290



#KeepMovingForward

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving the Personnel Policies and Procedures Manual / Employee Handbook of the Township of Pequannock.

Resolution No. R2025-176

WHEREAS, it is the policy of the Township of Pequannock to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, (the New Jersey Civil Service Act,) (the New Jersey Attorney General's guidelines with respect to Police Department personnel matters,) the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the Mayor and Council have determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations;

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the Personnel Policies and Procedures Manual / Employee Handbook attached hereto is hereby approved; and

BE IT FURTHER RESOLVED that these personnel policies and procedures shall apply to all Township of Pequannock officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail; and

BE IT FURTHER RESOLVED that these policies are intended to provide guidelines covering public service by Township of Pequannock employees and are not a contract. The provisions of these policies may be amended and supplemented from time to time without notice and at the sole discretion of the Township Manager or Township Council; and

BE IT FURTHER RESOLVED that to the maximum extent permitted by law, employment practices for the Township of Pequannock shall operate under the legal doctrine known as "employment at will."; and

BE IT FURTHER RESOLVED that Trimboli & Prusinowski (Steven E. Trimboli, Esq.) is appointed as Special Counsel - Labor Counsel to advise the Township in personnel matters; and

BE IT FURTHER RESOLVED that the Township Manager and all managerial/supervisory personnel are responsible for these employment practices. Associated staff and the Labor Counsel and Township Attorney shall assist the Township Manager in the implementation of these policy and procedure revisions as well as the Personnel Manual in sum.

Adopted: September 9, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor



Township of Pequannock

PERSONNEL

POLICIES AND PROCEDURES

MANUAL / EMPLOYEE HANDBOOK

The Township of Pequannock is an Equal Opportunity Employer

Adopted – September 9, 2025

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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

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, 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 know 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.

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

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:

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. 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



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: _____

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council for renewal of membership in the Morris
County Municipal Joint Insurance Fund

Resolution No. R2025-177

WHEREAS, Pequannock Township is a member of the Morris County Municipal Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2025 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership;

NOW THEREFORE, be it resolved as follows:

- 1. Pequannock Township** agrees to renew its membership in the Morris County Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
- 2.** The Governing Body shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Morris County Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

Adopted: September 9, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Morris County Municipal Joint Insurance Fund
9 Campus Drive, Suite 216
Parsippany, NJ 07054
Telephone: (201) 881-7632 Fax: (201) 881-7633

August 5, 2025

Mr. Adam Brewer, Town Manager
Pequannock Township
530 Newark Pompton Turnpike
Pompton Plains, NJ 07444

Re: 2026 Membership Renewal

Dear Commissioner Brewer:

In reviewing the Fund's records, Pequannock Township's membership in the Morris County Municipal Joint Insurance Fund expires at the end of the year. Attached is the renewal resolution to confirm your membership after that date.

Please execute the *Agreement to Renew Membership* and the *Resolution for Renewal of Membership* and return to the Fund office by October 1, 2025.

Please advise if we can be of any assistance.

Sincerely,
MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND

Jaine Testa

Jaine Testa
Customer Service Representative
PERMA Risk Management Services

Enc.

**AGREEMENT TO RENEW MEMBERSHIP
IN THE
MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND**

WHEREAS, the Morris County Municipal Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, is currently a member of said Fund, and;

WHEREAS, effective December 31, 2025, said membership will expire unless earlier renewed, and;

WHEREAS, the Governing Body of **Pequannock Township** has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. **Pequannock Township** hereby renews its membership in the Morris County Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2026 and ending January 1, 2029*.
2. **Pequannock Township** hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Morris County Municipal Joint Insurance Fund as from time to time amended and altered by the Department of Banking and Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. **Pequannock Township** agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of **Pequannock Township** in the Morris County Municipal Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of **Pequannock Township**.
5. Executed the _____ day of _____, 2025 as the lawful and binding act and deed of **Pequannock Township**, which execution has been duly authorized by public vote of the governing body.

*12:01 a.m.

MAYOR

DATE

ATTEST

**MORRIS COUNTY MUNICIPAL
JOINT INSURANCE FUND**

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the execution of a Memorandum of Understanding between the Township of Pequannock Police Department and the County of Morris, and the Morris County Sherriff's Office regarding the Township of Pequannock Police Department's participation in the First Amendment Response Team (FAST)

Resolution No. R2025-178

WHEREAS, the County of Morris and Office of the Morris County Sheriff have requested participation in the First Amendment Response Team (FAST), and

WHEREAS, the Township of Pequannock Police Department is interested in participating in FAST; and

WHEREAS, the Township, County and Office of the Sherriff have determined that it is in the best interest of all parties, participating agencies and municipalities to enter into this Memorandum of Understating for the Pequannock Township Police Department's participation in FAST.

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 official(s) are hereby authorized to execute the Memorandum of Understanding between the Township of Pequannock Police Department and the County of Morris and Morris County Sherriff's Office for the Township of Pequannock Police Department's participation in the First Amendment Response Team in the form attached hereto.

Adopted: September 9, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

MEMORANDUM OF UNDERSTANDING
Between
THE COUNTY OF MORRIS,
MORRIS COUNTY SHERIFF’S OFFICE and _____ POLICE DEPARTMENT

I. PARTIES

The parties (the “Parties”) to this Memorandum of Understanding (this “MOU”) are the **MORRIS COUNTY SHERIFF’S OFFICE** (hereinafter “MCSO”), the **COUNTY OF MORRIS** (hereinafter the “County”), and the _____ **POLICE DEPARTMENT** (hereinafter “PD”). The Parties hereby, and pursuant to the terms and conditions of this agreement, in order to protect life and property, and fulfill critical law enforcement functions, agree to the mutual aid assignment of personnel to the First Amendment Support Team (the “FAST”).

II. RECITALS

1. Working in full partnership, the Morris County Police Chiefs Association (MCPCA), the Morris County Prosecutor’s Office (MCPO), and the Morris County Sheriff’s Office (MCSO) have collaboratively developed the FAST. This team is dedicated to supporting the community and assisting partner agencies in managing demonstrations, protests, and labor actions, particularly in situations where strongly divided opinions may lead to civil unrest. FAST is based in the Morris County Sheriff’s Office but will be comprised of members from the local municipalities, MCPO, and MCSO, in a similar format to the existing Sheriff’s Emergency Response Team.
2. The PD wishes to participate in the Morris County Sheriff’s Office FAST Team which has the ability to respond to and resolve critical incidents involving a threat to public safety which would otherwise exceed the capabilities of traditional law enforcement first responders and investigative units, or which have the potential for serious bodily injury or death within the County of Morris,
3. All Parties hereto have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more flexible and effective by combining resources to prioritize public safety in the event of civil unrest.
4. The Parties now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resulting from the ongoing cooperative relationship.
5. It is further understood that each agency intends to commit personnel to the FAST organized following the terms of this MOU, and subject to the budgetary and personnel constraints of each party.

III. AGREEMENT

The Parties agree to and will provide when requested, and to the extent able and available, mutual aid, as defined by and provided for in N.J.S.A. 40A:14-156, *et. seq.*, during activations of the First Amendment Support Team.

IV. FAST MEMBERSHIP

1. With the consent of the PD, any full-time police officer employed by the PD may apply to become a member of the FAST, provided he/she meets the minimum qualifications for membership pursuant to the policies and procedures as defined in the Morris County Sheriff's Office Rules and Regulations, and Policies and Procedures.

V. COMMAND AND CONTROL

1. All members of the FAST will serve under the command staff of the Morris County Sheriff's Office while performing duties directly related to or in connection with FAST. The decision to remove members from the team will be made by the Morris County Sheriff's Office.

VI. RESPONSIBILITIES OF SUPPORTING MUNICIPAL AGENCIES

Any FAST member assigned to a training event or deployment shall at all times, and for all purposes, remain an employee of its municipal or sponsoring agency, and at no time shall be considered an employee of the County of Morris and/or the MCSO. The administration of payroll, overtime, health, medical, and other personnel matters pertaining to said officer remain the sole responsibility of the sponsoring agency. In addition, during the term of this agreement, the municipal or sponsoring agency providing a FAST member shall also be responsible for: (a) providing the officer with the same insurance coverage that it provides to all other members of its agency; and (b) the processing and payment of any and all Worker's Compensation claims arising from an injury incurred by the officer.

VII. TERMINATION

This MOU may be terminated at any time by any Party, at any time, without cause, upon giving the other Parties written notification except that the provisions of Section VIII (Indemnification and Insurance) of this MOU set forth above shall survive the termination of this MOU.

VIII. INDEMNIFICATION AND INSURANCE

Each Party assumes all liability for, and agrees to indemnify and hold the other Parties and their officials, officers, employees, agents and assigns, harmless from and against any and all claims, losses, damages, injuries and expenses, including the investigation there of and reasonable attorney's fees and litigation costs, arising out of, resulting from, or incurred in connection with, any negligent or intentional acts or omissions by the indemnifying Party, its officials, officers, employees, agents and assigns, including those resulting in bodily injury, death or injury to property, including the loss of use thereof. In any claim against either Party by any employee, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the party under worker's compensation acts, disability benefit acts or other employee benefit acts.

Each Party shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each Party, throughout the term of this MOU and cause the other party to be designated on its policy as an additional insured

COUNTY OF MORRIS

Dated: _____ By, _____

MORRIS COUNTY SHERIFF'S OFFICE

Dated: _____ By, _____

_____ POLICE DEPARTMENT

Dated: _____ By, _____ Chief of Police

TOWNSHIP OF PEQUANNOCK

Resolution authorizing the discretionary award of contracts for the purchase of tools for the Department of Public Works to JPKjrTools, LLC/Snap-On Tools, in an amount that may exceed \$17,500 but will be less than \$53,000.

Resolution No. R2025-179

WHEREAS, the Township of Pequannock utilized JPKjrTools, LLC/Snap-On Tools for the purchase of tools for the Department of Public Works; and

WHEREAS, JPKjrTools, LLC/Snap-On Tools has sold tools to the Township of Pequannock, in an amount of \$19,298.40 in the current contract year; and

WHEREAS, it is anticipated that additional work will be required in an amount in excess of \$17,500 but less than \$53,000

WHEREAS, the New Jersey Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq. requires contracts in excess of \$17,500 to be issued in a fair and open or non-fair and open manner; and

WHEREAS, JPKjrTools, LLC/Snap-On Tools, has provided the required documentation, which is on file in the office of the Township Clerk, for a non-fair and open contract to be awarded; and

WHEREAS, the Chief Financial Officer has certified that funds are available for all work to date and will certify the availability of funds prior to any future work being authorized; and

WHEREAS, it is the recommendation of the Township Manager/Qualified Purchasing Agent, and Director of Public Works that should they be needed, contracts in excess of \$17,500 but less than \$53,000 be authorized in the manner required by law.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Pequannock as follows:

1. Should they be needed, contracts in excess of \$17,500 but less than \$53,000 may be authorized in the manner required by law.
2. The Township Manager is hereby authorized and directed to execute the necessary documents related to this resolution.
3. The Township Clerk is directed to forward copies of the resolution to the Township Manager, CFO, and Director of Public Works.

Adopted: September 9, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that:

NAME OF BUSINESS ENTITY: JPKJRTOOLS LLC
has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding **January 1, 2025** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **TOWNSHIP OF PEQUANNOCK** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

MELISSA FLORANCE-LYNCH	
RYAN HERD	
DAVE KOHLE	
JOHN DRIESSE	
KYLE RUSSELL	
VINCENT SIRACUSA	
REPUBLICAN MUNICIPAL	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Joseph Paul Kleino Jr.	231 Willow Ave Pompton Lakes NJ 07442

Part III – Signature and Attestation

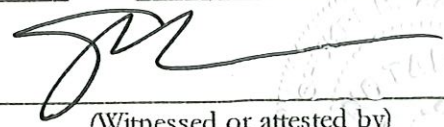
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Signature of Affiant: Joseph P. Kleino Jr. Date: 8/18/25
Printed Name of Affiant: Joseph P. Kleino Jr. Title: owner

Subscribed and sworn before me this

19th day of August, 2025

My Commission expires: 03/18/2030


(Witnessed or attested by)

SHUKRI H. AZAR
Notary Public, State of New Jersey
Comm. # 2328077
My Commission Expires 3/18/2030

(Seal)

TOWNSHIP OF PEQUANNOCK
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. The term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |                 |        |                 |
|--------------|-----------------|--------|-----------------|
| Vendor Name: | JPKJR TOOLS LLC |        |                 |
| Address:     | 231 Willow Ave  |        |                 |
| City:        | Pompton Lks.    | State: | N.J. Zip: 07442 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

James C. Klewin  
Signature

Joseph P. Kleinert Jr.  
Printed Name

Owner  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page \_\_\_\_ of \_\_\_\_

[illegible]

☐ Check here if the information is continued on subsequent page(s)

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: JPKJRTOOLS LLC

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

Subscribed and sworn before me this 20<sup>th</sup> day of August, 2025

(Notary Public)

My Commission expires: 03/18/2030

*Joseph P. Klein*  
(Affiant)

Joseph P. Klein, Jr. owner  
(Print name & title of affiant)

(Corporate Seal)

SHUKRI H. AZAR  
Notary Public, State of New Jersey  
Comm. # 2328077  
My Commission Expires 3/18/2030

# Township of Pequannock

## AFFIRMATIVE ACTION COMPLIANCE NOTICE

### Goods, Professional Service and General Service Contracts

This form is a summary of the requirement to comply with N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful vendor, contractor or professional shall submit to the public agency, one of the following three documents as forms of evidence:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor, contractor or professional must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor, contractor or professional certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

Business Name: JPKJR TOOLS LLC

Representative's Name: Joseph P. Kleiner Jr.

Representative's Signature: Joseph P. Kleiner Jr.

Date: 8/19/25 Phone: 973-809-1007

# Township of Pequannock

## AMERICANS WITH DISABILITIES ACT OF 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Business Name (Print): JPK JR TOOLS LLC

Representative's Name (Print): Joseph P. Kleinos Jr.

Representative's Title: Owner

Representative's Signature: Joseph P. Kleinos Jr.

Phone: 973-809-1027

Date: 8/18/05

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Morris**

State: Governor, and Legislative Leadership Committees

Legislative District #s: **26**

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

|                       |                         |                                |
|-----------------------|-------------------------|--------------------------------|
| Boonton Town          | Jefferson Township      | Mount Olive Township           |
| Boonton Township      | Kinnelon Borough        | Mountain Lakes Borough         |
| Butler Borough        | Lincoln Park Borough    | Netcong Borough                |
| Chatham Borough       | Long Hill Township      | Parsippany-Troy Hills Township |
| Chatham Township      | Madison Borough         | Pequannock Township            |
| Chester Borough       | Mendham Borough         | Randolph Township              |
| Chester Township      | Mendham Township        | Riverdale Borough              |
| Denville Township     | Mine Hill Township      | Rockaway Borough               |
| Dover Town            | Montville Township      | Rockaway Township              |
| East Hanover Township | Morris Plains Borough   | Roxbury Township               |
| Florham Park Borough  | Morris Township         | Victory Gardens Borough        |
| Hanover Township      | Morristown Town         | Washington Township            |
| Harding Township      | Mount Arlington Borough | Wharton Borough                |

Boards of Education (Members of the Board):

|                       |                         |                                |
|-----------------------|-------------------------|--------------------------------|
| Boonton Town          | Lincoln Park Borough    | Netcong Borough                |
| Boonton Township      | Long Hill Township      | Parsippany-Troy Hills Township |
| Butler Borough        | Madison Borough         | Pequannock Township            |
| Chester Township      | Mendham Borough         | Randolph Township              |
| Denville Township     | Mendham Township        | Riverdale Borough              |
| Dover Town            | Mine Hill Township      | Rockaway Borough               |
| East Hanover Township | Montville Township      | Rockaway Township              |
| Florham Park Borough  | Morris                  | Roxbury Township               |
| Hanover Park Regional | Morris Hills Regional   | Sch Dist Of The Chathams       |
| Hanover Township      | Morris Plains Borough   | Victory Gardens                |
| Harding Township      | Mount Arlington Borough | Washington Township            |
| Jefferson Township    | Mount Olive Township    | West Morris Regional           |
| Kinnelon Borough      | Mountain Lakes Borough  | Wharton Borough                |

Fire Districts (Board of Fire Commissioners):

|                                                   |                                                    |
|---------------------------------------------------|----------------------------------------------------|
| Hanover Township Fire District No. 2              | Parsippany-Troy Hills Township Fire District No 5  |
| Hanover Township Fire District No. 3              | Parsippany-Troy Hills Township Fire District No 6  |
| Montville Township Fire District No. 1            | Parsippany-Troy Hills Township Fire District No. 7 |
| Montville Township Fire District No. 2            | Parsippany-Troy Hills Township Fire District No. 8 |
| Montville Township Fire District No. 3            |                                                    |
| Parsippany-Troy Hills Township Fire District No 1 |                                                    |
| Parsippany-Troy Hills Township Fire District No 2 |                                                    |
| Parsippany-Troy Hills Township Fire District No 3 |                                                    |
| Parsippany-Troy Hills Township Fire District No 4 |                                                    |

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## **TOWNSHIP OF PEQUANNOCK**

Resolution of the Township Council approving revisions to the Engine Company 2 bylaws

**Resolution No. R2025-180**

---

**WHEREAS**, Engine Company 2 has suggested revisions to the company bylaws; and

**WHEREAS**, pursuant to section 3.18.080 of the Township Code, revisions to the bylaws require approval of the Township Council; and

**WHEREAS**, the revisions have been reviewed by the Township Manager who has recommended their approval;

**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. The revisions to the Engine Company 2 bylaws attached hereto are hereby approved.
2. The Township Clerk is directed to forward copies of this resolution to the Township Manager and Chief of Engine Company 2.

**Adopted: September 9, 2025**

---

Carol J. Marsh, Township Clerk

---

John Driesse, Mayor

ARTICLE 2

MEMBERSHIP

SECTION 1

Deleted the maximum age of fifty-four (54) for membership eligibility

**Reason for change**

Delete 54 years of age to agree with Township code

ARTICLE 2

SECTION 3

Changed President to Chief for rejected applications

**Reason for change**

Chief notifies of acceptance, Chief should notify of rejection

ARTICLE 2

SECTION 6

Added nomination

**Reason for change**

A member not eligible to vote shall not be able to nominate

ARTICLE 3

MEETINGS

SECTION 1

Added no excuses will be accepted with the exception of a verified work schedule, Military leave, long term illness, or caring for a family member.

**Reason for change**

To identify a legitimate meeting excuse.

## ARTICLE 11 DUTIES OF THE PRESIDENT AND VICE-PRESIDENT

### SECTION 4

In the event that a member is negligent in their assigned committee duties, it will be the duty President and/or Vice-President to meet with that member to apprise them of their negligence. If negligence continues, it is the responsibility of President and/or Vice President to make recommendations to the executive committee for disciplinary action.

### CHANGE TO

### SECTION 4

In the event that a member is negligent in their assigned committee duties, it will be the duty of the President and/or Vice President to meet with that member to apprise them of their negligence and that said member's status is being changed to NOT IN GOOD STANDING\* (see appendix).

### REASON FOR CHANGE

To give the President and/or Vice President the authority to enforce duties of the membership and company policies.

*See highlighted  
section on not  
pass*

# ARTICLE 11

## DUTIES OF THE PRESIDENT AND VICE-PRESIDENT

### SECTION 1

It shall be the duty of the President to preside at all meetings of the Company, preserve order and decorum, enforce obedience of the By-Laws, decide all points of order subject to an appeal to the meetings, and to perform all the duties incidental to the position of the presiding officer. It shall be the duty of the President to cast a deciding vote in the event of a tie for all motions from the floor.

### SECTION 2

In the absence of the President, the Vice-President shall officiate.

### SECTION 3

In the absence of both officers, the President or Vice-President shall appoint a President pro tem, who shall perform the entire duties incidental to the position.

### SECTION 4

The President shall appoint all committees and chaplains by the February Company meeting. The President is also a member of every committee. It is the duty of the President and Vice-President to enforce active participation in committees by individual members. In the event a member is negligent in their assigned committee duties, it will be the duty of the President and/or Vice-President to meet with that member to apprise them of their negligence and that said member's status is being changed to "NOT IN GOOD STANDING"\* (see appendix). Said member has the right to appeal this decision to the Company membership at the next scheduled Company meeting.

### SECTION 5

The President may appoint and suspend special committees consisting of one or more persons from the membership.

## APPENDIX\*

### PLURALITY VOTE

Number of votes cast for a candidate who receives more than any other but does not receive an absolute majority. (i.e. ; candidate who gets the most votes in an election wins).  
Absentee ballots will count for the duration of the election process.

*See historical notes  
or not  
push*

### DEFINE PLURALITY VOTE

### GOOD STANDING

Any member who currently is on suspension for any reason is considered a member in '(NOT IN) Good Standing'.

### CHANGE TO

#### GOOD STANDING

Minimum four (4) Company meetings  
Active on Company committee  
House duty complete\*\*

### REASON FOR CHANGE

To properly define member in "Good Standing".

### Not in Good Standing

Failed to make requirements for Good Standing or is on suspension.  
A member who is Not in Good Standing shall forfeit the right to;  
Attend Company dinner  
Voting rights

*Removal*

#### \*\* Not in Good Standing for House duty

A member who fails to complete House Duty shall forfeit the right to ;  
Attend Company dinner  
Use of hall for one (1) year from date of infraction  
Said member shall not have another member get the hall for them while on (Not in Good Standing)  
If this occurs both members will be placed on suspension.

*Removal*

#### PROPERLY DEFINE CATEGORIES OF "NOT IN GOOD STANDING"

## APPENDIX \*

### Plurality vote

Candidate who gets the most votes in an election shall be declared the winner.  
Absentee ballots will count for the duration of the election process.

### Good Standing \*

Minimum four (4) Company meetings  
Active on Company committee  
House duty complete

### Not in Good Standing

Failed to make requirements for Good Standing or is on suspension.  
A member who is not in Good Standing shall forfeit the right to:  
    Attend Company dinner  
    Voting rights

### Suspension

Refer to Company policy manual

## **TOWNSHIP OF PEQUANNOCK**

Resolution of the Township Council authorizing the execution of a Bulk Water Purchase Agreement between the Township of Pequannock and the City of Newark

**Resolution No. R2025-181**

**WHEREAS**, The City of Newark owns, and the Newark Department of Water and Sewer Utilities is responsible for the operation of, Newark's water supply system; and

**WHEREAS**, The Township of Pequannock operates a water supply system to serve its residents and residents and water customers; and

**WHEREAS**, Pequannock has purchased and continues to desire to purchase water from the City of Newark on a bulk purchase basis; and

**WHEREAS**, the New Jersey Department of Environmental Protection requires that bulk water contracts be for a period of at least ten (10) years; and

**WHEREAS**, Pequannock desires to enter into an agreement with Newark and specify terms and conditions under which Newark will sell and deliver water from the Newark Water System to Pequannock for water supply within the service territory supplied by Pequannock for a period of ten (10) years; and

**WHEREAS**, Newark has available water supply capacity and is able to supply water to Pequannock in the requested amounts; and

**WHEREAS**, the Township Council finds that it is in the best interest of Pequannock to enter into an agreement with Newark in the form attached hereto wherein Pequannock agrees to take, receive and pay for the supply of 182,500,000 gallons of water per year from Newark's water distribution system for Pequannock's own inhabitants. This is a take or pay agreement and the Township must pay for 182,500,000 gallons of water per year even should it not be used to meet the needs of its inhabitants because as a result of this contract Newark is required to have ready to serve and to distribute said amount of water to Pequannock on a daily basis and therefore must treat and reserve said amount pursuant to the terms of the contract; and

**WHEREAS**, the Agreement will also resolve the retroactive payment amounts Pequannock owes to Newark for bulk water purchases since the expiration of the prior agreement in the total amount of \$705,988.36.

**WHEREAS**, this Agreement will supersede in all respects earlier agreements or understandings between the parties, written or oral, for the sale and supply of potable water

**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 Mayor and Township Clerk are hereby authorized to execute and attest the Water Contract, in the form attached hereto, effective for the period January 1, 2025 through December 31, 2034 between the Township of Pequannock and the City of Newark.

**Adopted: September 9, 2025**

\_\_\_\_\_  
Carol J. Marsh, Township Clerk

\_\_\_\_\_  
John Driesse, Mayor

WATER CONTRACT  
Between  
TOWNSHIP OF PEQUANNOCK  
And  
CITY OF NEWARK, NEW JERSEY

This Agreement, dated January 1, 2025, between the Township of Pequannock, a municipal corporation of the State of New Jersey, hereinafter called "Pequannock," and the City of Newark, a municipal corporation of the State of New Jersey, hereinafter called "Newark":

**WHEREAS**, Newark owns, and the Department of Water and Sewer Utilities is responsible for, the operation of Newark's water supply system; and

**WHEREAS**, Pequannock operates a water supply system to serve its residents and residents of the Borough of Lincoln Park, NJ; and

**WHEREAS**, Pequannock has heretofore been provided with a potable water supply from Newark for the inhabitants of Pequannock and the Borough of Lincoln Park, NJ, for the past several years; and

**WHEREAS**, the New Jersey Department of Environmental Protection requires that bulk water contracts be for a period of at least ten (10) years; and

**WHEREAS**, Pequannock desires to enter into an agreement with Newark and specify terms and conditions under which Newark will sell and deliver water from the Newark Water System to Pequannock for water supply within the service territory supplied by Pequannock for a period of ten (10) years; and

**WHEREAS**, Newark has available water supply capacity and is able to supply water to Pequannock in the requested amounts set forth in Schedule A to the contract; and

**WHEREAS**, Newark and Pequannock agree to enter into an agreement wherein Pequannock agrees to take, receive and pay for the supply of 182,500,000 gallons of water per year from Newark's water distribution system for Pequannock's own inhabitants. This is a take or pay agreement and the Township must pay for 182,500,000 gallons of water per year even should it not be used to meet the needs of its inhabitants because as a result of this contract Newark is required to have ready to serve and to distribute said amount of water to Pequannock on a daily basis and therefore must treat and reserve said amount pursuant to the terms of the contract; and.

**WHEREAS**, this Agreement shall supersede in all respects earlier agreements or understandings between the parties, written or oral, for the sale and supply of potable water; and

**NOW, THEREFORE**, in consideration of the promises, covenants, and conditions herein contained and the mutual benefits to be derived here from, intending to be legally bound, the Parties covenant and agree as follows:

1. **DEFINITIONS.** The following words and phrases when used in this Agreement shall have the meanings set forth as follows:

- A. Agreement: means this water sales contract, which supersedes any prior agreements between Newark and Pequannock.
- B. Annual Purchase Requirement: means the minimum total volume of water expressed in million gallons per year Pequannock is required to purchase and pay for regardless of the amount delivered during the Service Year.
- C. Daily Period: the twenty-four (24) hour period from midnight to the following midnight in any given day
- D. Effective Date of the Agreement: shall mean the day and year first written above.
- E. Maximum Daily Volume: the maximum total volume of water expressed in million gallons per day (MGD) that Pequannock is permitted to purchase from Newark during any day.
- F. Maximum Monthly Volume: the maximum total volume of water expressed in million gallons per month (MGM) that Pequannock is permitted to purchase from Newark during any month.
- G. MG: the abbreviation for million gallons.
- H. MGD: the abbreviation for million gallons per day.
- I. MGM: the abbreviation for million gallons per month.
- J. MGY: the abbreviation for million gallons per year.
- K. NJDEP: New Jersey Department of Environmental Protection.
- L. Overdraft Fees: The fees that are assessed to and paid by Pequannock for water metered to Pequannock's Water System for any reason or use in excess of the herein agreed Daily, Monthly and Annual Contract Maximum Limitations.
- M. Pequannock's Water System: shall mean Pequannock's interest in all the personality, equipment, vehicles, stock, tools, materials and consumables, as well as all of the real estate, easements, buildings, structures and appurtenances and interest therein owned, leased or otherwise held by Pequannock in connection with the production, treatment, transmission and/or distribution of water to users of Pequannock's water distribution system beginning at the Points of Delivery as defined herein and extending from the Points of Delivery throughout the geographical boundaries of Pequannock's approved service area.
- N. Points of Delivery: are those locations of Newark metering facilities at which water is delivered to Pequannock's Water System as set forth in Schedule A.
- O. Retail Rate: the water service charge applied per one hundred cubic feet of water to customers (non-senior) within the Newark area.

- P. Rules and Regulations: the rules and regulations of Newark, including the duly adopted tariff, as modified from time to time, as applicable to Pequannock.
- Q. Service Year: shall mean the period commencing on January 1 and ending on December 31 of each calendar year. The initial Service Year shall mean the period commencing on the Effective Date of this Agreement and terminating at the beginning of the succeeding Service Year.
- R. State: State of New Jersey including all entities and/or agencies acting on its behalf.
- S. USEPA: United States Environmental Protection Agency.
- T. Water System: the Newark Water System as defined as the Pequannock Reservoirs, the Wanaque Reservoirs, the Pequannock Water Treatment Plant, the aqueducts from the Pequannock Water Treatment Plant to Newark including its gate houses, chlorination stations, and other support facilities and the transmission and distribution system including meters, valves, SCADA system, and other facilities existent at the start of the Agreement or that are subsequently added or modified.

2. **RECITALS INCORPORATED.** The foregoing recitals are hereby expressly incorporated into this Agreement and made a part hereof as if set forth at length herein.

3. **TERM.** This Agreement shall be for a ten (10) year period commencing on January 1, 2025, and terminating on December 31, 2034, unless terminated or renewed in writing as provided for in this Agreement. The Terms of Payment shall become effective on January 1, 2025. At least twelve (12) months prior to the expiration of the terms set forth herein, Pequannock shall notify Newark in writing whether or not it wishes to negotiate a renewal of this Agreement. Any unpaid or delinquent charges and fees incurred by Pequannock are payable upon the termination of this Agreement.

4. **WATER QUALITY.**

- A. Newark shall, at the Point of Delivery, provide Pequannock with potable water that complies with all applicable NJDEP and USEPA laws and regulations regarding water quality. Newark shall not be responsible for contamination of the water or degradation of water quality past the Point of Delivery.
- B. Newark will provide Pequannock with water quality reports required by and submitted to the NJDEP and/or USEPA, fourteen (14) days of Pequannock's request. Pequannock shall also have reasonable access, upon reasonable notice, to Newark's water quality data.

5. **WATER SERVICE TO BE PROVIDED.**

- A. Pequannock guarantees the purchase of water during each Service Year in the aggregate amount set forth on Schedule A, referred to hereinafter as the Annual Purchase Requirement. After each Service Year, Newark will determine whether Pequannock has satisfied the Annual Purchase Requirement and, in such event same is not satisfied, Newark shall invoice Pequannock for the difference between the Annual Purchase Requirement and the amount actually purchased.
- B. The water to be delivered by Newark will be furnished from supplies as Newark may now or hereafter use for the general supply to its customers.
- C. The water pressure supplied by Newark at the Points of Delivery to Pequannock shall be, in general, the pressure furnished from its Pequannock water supply without obligation on the part of Newark to operate its pipelines abnormally. Pequannock shall install and operate pressure regulators, and all other appurtenances necessary to take care of the pressure needs of Pequannock. Newark shall take every reasonable precaution to assure the continuity of the supply.
- D. Pequannock agrees to the limits set forth on Schedule A.
- E. Notwithstanding the aforementioned limits, Newark agrees to make reasonable efforts to supply water to Pequannock on a best-efforts basis to meet extraordinary or emergency water supply needs within Pequannock's Water System to the extent that such needs may be from time to time in excess of the stated limits. Such a request, to the extent possible, must be made by Pequannock at least seven (7) days in advance. The decision to supply water in excess of the stated limits is solely at the complete discretion of Newark.
- F. The Annual Contract Maximum, Maximum Monthly Volume and Maximum Daily Volume (the "Contract Maximum Limitations") set forth herein may be increased on the written request by Pequannock and the written approval thereafter by Newark. To the extent that Pequannock requests and Newark agrees in writing to an increase in the Contract Maximum Limitations, the Annual Purchase Requirement will be increased accordingly so as to maintain a ratio not to exceed:
  - i. 4.0:1 between the Maximum Daily Volume and the Annual Purchase Requirement expressed as a daily rate of flow;
  - ii. 2.0:1 between the Maximum Monthly Volume and the Annual Purchase Requirement expressed as a daily rate of flow; and
  - iii. 1.5:1 between the Annual Contract Maximum and the Annual Purchase Requirement.

## **6. TERMS OF PAYMENT.**

- A. **Retroactive Application of 2021-2024 Rates.** Because the negotiation of this contract has extended beyond the previous contract's expiration period, Pequannock agrees to pay retroactively the rates for 2021-2024, as set forth in Schedule B. The rates set forth in Schedule B shall be

applied retroactively from January 1, 2021, and thereafter on January 1, annually, through the date of execution of this contract.

- B. Monthly Service Charges. Pequannock hereby agrees to pay the charge for water pursuant to the contractual annual allotment of this agreement which shall be at the bulk or wholesale rate contained in this Agreement. To the extent that the volumes of water purchased by Pequannock exceed the Contract Maximum Limitations for either the Maximum Daily Volume, Maximum Monthly Volume, or Annual Contract Maximum, Newark shall bill Pequannock for the highest of the amounts owed as a result of the excess volumes at the rates then in effect for Overdraft Service as defined in this Agreement. All bills shall be rendered monthly in arrears by Newark and shall be payable by Pequannock within thirty (30) days from the date the bill is rendered. In the event Pequannock fails to render payments when due, then an interest rate of 1.5% per month shall be due and payable on all unpaid balances. Interest shall accrue on the day payment is due. If there is more than one account (Delivery Point), partial payments will be equally allocated amongst all the accounts that have amounts outstanding. Within an account, payments will be allocated first to interest, then to the oldest balance owed.
- C. Monthly Meter Charge. A fixed monthly meter charge shall be charged in accordance with Newark's Rules and Regulations.
- D. Billing Disputes. In case of dispute regarding the quantity of water delivered during any month, payment shall be made for the undisputed portion of said delivery. If Pequannock disputes a bill in good faith, Pequannock must, on or before the bill due date, (a) pay the undisputed portion of the bill, and (b) notify Newark in writing of the basis for the dispute. If the dispute is regarding meter accuracy, a meter test will be performed by any qualified firm acceptable to Newark and Pequannock. If the meter test proves that the meter is within the accuracy limits of +/- 1.5% of actual flow, Pequannock shall, within two business days of such meter test, pay to Newark the disputed portion of the bill, together with accrued interest from the invoice date, and the cost of the meter test. If the meter test proves that the meter is not within the accuracy limits set forth above, a billing adjustment will be made in accordance with such regulations, Newark will pay for the cost of the meter test and the meter will be replaced or recalibrated at Newark's option and expense. In the event the bill, after performance of the meter testing, is still unpaid, Newark reserves the right to bring the matter to arbitration.
- E. Daily and Monthly Overdraft. If applicable, Pequannock shall pay Newark monthly, a Daily Overdraft Rate consisting of one hundred and twenty (120) percent of the product of the Retail Rate multiplied by the amount of water taken in excess of the Maximum Daily Volume or the Maximum Monthly Volume, based on whichever is greater, for each day during any calendar month in which Pequannock's diversions exceed the limitations set forth in Schedule A. Pequannock agrees to make monthly payments for the Daily Overdraft Service referenced herein not later than 30 days of

receipt of a Newark invoice for said month. Receipt and acceptance of this payment for exceeding the Maximum Daily Volume or Maximum Monthly Volume shall not, in any way, change the water delivery limits as stated herein.

- F. Annual Overdraft Service. If applicable, Pequannock shall pay Newark on February 1st of each year the Annual Overdraft Rate. The Annual Overdraft Rate shall equal one hundred and fifteen (115) percent of the product of the Retail Rate multiplied by the volume of water taken in excess of the Annual Contract Maximum limitation set forth in Schedule A. Pequannock agrees to make annual water payments for the Annual Overdraft Service referenced herein not later than the 10th day of February each year with respect to the calendar year ending on the last day of the immediately preceding December. Annual Overdraft Service fees will be paid by Pequannock to Newark only if the fee is greater than any Maximum Daily Volume or Maximum Monthly Volume overdraft fees paid during the course of the preceding calendar year. If the Annual Overdraft Service fees are paid a credit for any Maximum Daily Volume or Maximum Monthly Volume overdraft fees will be issued to Pequannock's account(s).
- G. Rates, Fees, and Meter Charges Escalation. In the event that the rates charged by Newark are raised or lowered during the term of this Agreement or any renewal period thereof, Newark agrees to sell and Pequannock agrees to buy and pay for water delivered at such new rates from the date any such change in rates shall become effective.
- H. New or Replaced Points of Delivery. The entire cost of new, changed, or replaced Points of Delivery, including engineering and construction costs incurred by Newark will be paid by Pequannock. Newark shall invoice Pequannock for its costs of the Point of Delivery. Alternatively, Newark may ask Pequannock to construct some or all of the Point of Delivery in the presence of a Newark representative.
- I. Connection Fee. New and enlarged connections (after the start of this Agreement) shall require payment of a Connection Fee in accordance with Newark's Rules and Regulations. This connection fee is separate from and in addition to the cost of the physical connection and Point of Delivery.
- J. Other Fees and Charges. Pequannock is liable for any of the fees and charges of Newark as stated in Newark's Ordinances or Rules & Regulations not specified herein. This applies not only to the Ordinances or Rules and Regulations existent at the start of this Agreement but changes, additions, and deletions to those Ordinances or Rules and Regulations as they are adopted by Newark throughout the term of this Agreement.
- K. Bulk/Wholesale Rate. Pequannock agrees to pay for said water monthly, at the following rate per million gallons:
  - i. Beginning January 1, 2025, the rate shall be \$3421.82.
  - ii. Cost of Living Adjustment. Annually thereafter, the Director of Water and Sewer Utilities shall adjust the water rate not to exceed

the Cost of Living Adjustment. This shall be based on the Implicit Price Deflator for State and Local Governments for New Jersey and published by the U.S. Department of Commerce, Bureau of Economic Analysis. The Cost of Living Adjustment shall be effective on January 1 of every year of this Agreement.

- iii. In addition to the Cost of Living Adjustment, Newark reserves the right to increase the rate for water being provided under this Agreement.
- iv. It is further understood that this Agreement is subject to renegotiation as to the quantity of water to be delivered at the end of the first, third and sixth years of the Agreement.

## **7. POINTS OF DELIVERY.**

- A. Location. Points of Delivery are shown on Schedule A hereto. Points of Delivery may be added or removed by mutual agreement of the Parties by an appropriate modification of Schedule A.
- B. New Connections. New connections shall be connected to both Pequannock pipelines and each shall be provided with check valves, other control valves, vaults and other appurtenances in a manner approved by Newark. Location of future connections shall be performed by and at the expense of Pequannock under the supervision of Newark. A meter approved, furnished and maintained by Newark shall be installed on each connection at the expense of Pequannock. Meter vaults as well as other appurtenances shall be maintained by Pequannock in a satisfactory manner.
- C. Access. Pequannock shall provide Newark and its duly authorized representatives access to the Points of Delivery within one (1) business day of request for non-emergencies and within two (2) hours for emergencies for:
  - i. Inspection, repair, replacement or calibration of meters or any other Newark-owned property;
  - ii. Inspection of the entire Point of Delivery; and/or
  - iii. Repairs or replacements of components of the Point of Delivery.
- D. Newark Rights. Newark shall have the right to:
  - i. Read Meters by remote devices that do not require entry into locked areas at any time without notice.
  - ii. Make any repairs, modifications or replacements of the Point of Delivery components owned by Pequannock or Newark and charge the cost thereof to Pequannock if both the following conditions apply:
    - a. Pequannock has failed to make a repair, modification or replacement that threatens or has the potential to threaten, in Newark's sole judgment, the loss of water at a Point of Delivery, water quality, protection of or operation of a Meter or flow recording, reading, data storage, or transmitting device

owned by Newark, or malfunction of a Meter flow recording, reading, data storage or transmittal device owned by Newark or malfunction of a Meter Flow recording, reading or transmittal device owned by Pequannock upon which Newark relies on the information, and;

- b. Pequannock fails to make the repairs, modifications or replacements needed to fully correct the conditions listed in 7.D.ii.a., above, after receiving notice from Newark within the time period specified in said notice. The time period specified in Newark's notice shall be reasonable for the nature and severity of the problem. Water leaks upstream of the Meter shall be temporarily repaired within one (1) day and permanently repaired as soon as possible thereafter. A condition that causes or threatens to cause a loss of protection of or interference with the operation of Meter reading, recording, or transmitting devices owned by Newark shall be repaired within five (5) business days. A condition that causes or threatens to cause the malfunction of a Meter reading, recording, or transmitting device owned by Pequannock or Newark upon which Newark relies on the information there from shall be repaired within five (5) business days.
- iii. Only Newark or its authorized representative shall have authority to operate any valves or other equipment between the Water System's aqueducts or water mains from the tap to the Point of Delivery or to make any repairs or replacements thereto.

E. Pequannock Responsibilities. Pequannock:

- i. Is responsible for undertaking and paying for the design, and construction of all Point of Delivery components except as stated herein.
- ii. Shall notify Newark before testing any pumps, backflow devices, check valves, Meters, instruments, data recording and transmitting devices or machinery which would change the normal flow or pressure at the Point of Delivery to allow for the presence of an employee or authorized representative of Newark.
- iii. Shall be solely responsible for payment of all utilities in connection with the operation of the Point of Delivery with the exception of any data transmission telephone line or utility serving only Newark.
- iv. Shall allow and permit Newark access to the Points of Delivery for any repairs, improvements and/or modifications to those Points that Newark deems necessary.
- v. Shall pay Newark for all repairs, modifications or replacements not performed by Pequannock and performed by Newark.

8. **METERS.** All water delivered to Pequannock shall be continuously measured by one or more Meters, totalizing and recording devices located at each Point of Delivery or at locations determined by Newark.

A. Newark shall:

- i. Specify and approve the initial Meter, recorder, and totalizer.
- ii. Select, purchase, install and pay for any replacement Meters, totalizing and recording devices including the selection of a different type of equipment or manufacturer.
- iii. Have the right to read the Meter(s) at any time without notice through remote reading devices that do not require entry into a locked space.
- iv. Have the right to calibrate the Meter(s) at any time. Newark shall provide Pequannock with a copy of the calibration results upon Pequannock's request.
- v. Have the right to install data recording and transmitting devices including recorders, charts, radios, transmitting and receiving equipment, telephone lines, internet connections and any and all equipment it deems necessary in the transfer, monitoring or recording flows from Newark to Pequannock.

B. Newark shall own all Meters and remote reading devices used to measure the flow of water provided by Newark and passing through the Point of Delivery to Pequannock's Water System.

C. Newark and Newark alone shall determine the settings on any flow meters, totalizing and recording devices and the location and type of totalizing and recording devices. The flows totalized and measured by Newark, at the times and dates determined by Newark, shall be the flows on which all invoices or bills shall be based and Pequannock shall pay the invoices or bills based upon the flows determined by Newark. Should Pequannock challenge these flows determined by Newark, Pequannock shall pay to Newark the undisputed amounts, as provided herein, and present any and all documentation required by Newark in its evaluation of the challenge. Remote totalizing and recording devices other than those established by Newark shall not and will not be used in the determination of flows and shall not be the basis of any challenge to the flows determined by Newark.

D. Pequannock shall:

- i. Pay for the initial Meter(s) at each Service Connection.
- ii. Install the initial Meters, remote reading devices, totalizers, data recording and transmitting device to allow Newark to continuously monitor the water diverted from the Water System. Any and all installations shall be in accordance with Newark Specifications. The initial installment must be pre-approved by Newark and completed in the presence of a Newark representative.

- iii. Immediately notify Newark of any apparent or suspected damage or need for repair or replacement of any meter, wiring, remote reading device or any other Newark owned instrumentation.
  - iv. Have the right to, at its own expense, retain a third party to calibrate the Meter(s) quarterly or when it determines necessary, and furnish Newark with each maintenance and calibration report for such calibration.
- 9. **AGENCY APPROVAL.** Newark shall file this Agreement or any amendments to this Agreement with the NJDEP, or any successor agency thereto, as required by law. The Agreement or any amendments made subsequently shall not take effect until NJDEP approval is granted.
  - A. This Contract is subject to the approval of the Division of Water Supply and Geoscience, Bureau of Water Allocation & Well Permitting of the Department of Environmental Protection of the State of New Jersey; the North Jersey District Water Supply Commission and of any other agency having jurisdiction over matters of this kind.
- 10. **TERMINATION FOR NON-PAYMENT AND OTHER ACTIONS FOR NON-PAYMENT.** In the event that any invoice or fee becomes overdue by more than sixty (60) days, Newark may terminate this agreement upon thirty (30) days' written notice. In the event of termination for non-payment, Pequannock shall remain responsible for all outstanding invoices and be responsible for all costs incurred by Newark in disconnecting the Water System's aqueduct or water main from Pequannock's Water System and the continued payment of any capital expenditures incurred by Newark that were designed and/or implemented in part or in whole, for intended and continued use by Pequannock.
- 11. **WATER USE RESTRICTIONS, WATER EMERGENCIES.**

Pequannock shall:

  - A. Immediately cease taking all water from Newark's water system and provide evidence satisfactory to Newark that no water is being used; **OR**
  - B. Comply with the following section C through F.
  - C. Adopt and enforce a Water Use Restriction Ordinance that prohibits:
    - i. All outdoor water uses during Water Emergencies with the exception of nurseries or other commercial establishments that need to water their plants or animals (not lawns or decorative landscaping).
    - ii. All outdoor water uses during Water Emergencies except use of a single hand held garden hose with a nozzle to water gardens or newly planted grass but not lawns.

- iii. Use of fire hydrants for construction dust control or for recreation.
- iv. Other less restrictive water use restrictions as Pequannock deems appropriate.
- v. Enforcement provisions that establish penalties for violating the water-use restrictions and direct who will enforce the provisions.
- vi. Designate which official shall monitor and report biweekly to their governing body and Newark's Chief Engineer the effectiveness of the water use restrictions as measured by daily water consumption.
- vii. Provide Newark with copies of any changes in its water use restrictions or water emergency terms within ten (10) days of their adoption. Pequannock must include the water-use restriction/water emergency requirements of this Agreement in its water restriction/water emergency ordinance(s).

D. Pass a resolution establishing a Water Emergency directing which water-use restrictions are immediately effective for all water users at the next regularly scheduled governing council or committee meeting (or a special meeting if no regular meeting is scheduled within two (2) weeks of the date of the notice) upon notice from the City to do so under the terms of this Agreement.

E. Newark notice shall specify the minimum level of water use restrictions that must go into effect and may direct more-stringent water use restrictions than imposed by the State.

F. Newark may only give notice requiring Pequannock to put into effect Water Emergency water-use restrictions upon one or more of the following conditions:

- i. State of Water Emergency declared by Newark for the City of Newark and Pequannock is taking water from Newark.
- ii. State of Water Emergency declared by the State or any other governmental entity having authority to make such a declaration for the county of Sussex, Essex, Morris, or any other county affecting the Water System.
- iii. The State's direction that the Water System provide bulk water to another water system due to an emergency in that system.
- iv. Any other existing or imminent condition, limitation, mechanical failure, maintenance or repair or circumstance that makes the Water System unable to provide the quantity of water Newark's retail and bulk customers normally consumes.

**12. INDEMNIFICATION.**

A. Newark and Pequannock understand and agree that Newark shall not be liable under any circumstances to Pequannock or any natural person or his legal representative, partnership, corporation, company, trust, business entity or association, and any agent thereof for any interruption or discontinuance, deficiency or failure of the water supply, or if Newark shuts off water to make repairs or connections that result in the interruption of Newark's water supply.

B. Pequannock hereby agrees to indemnify, defend and hold harmless the City, and all of their officers, employees, agents and affiliates (together, the "Indemnitees") from and against all demands, claims, actions, judgments, damages, losses, liabilities, costs and expenses (including attorneys' fees and costs) in connection with the acts and omissions of Pequannock, its officers, employees, agents, contractors and affiliates, related to the supply of water to Pequannock's service area, including, but not limited to, claims relating to Pequannock's negligent operation of its own water distribution system. If the Indemnitees suffer any damage, loss or liability, or if any legal proceedings are instituted (whether frivolous or otherwise) against any of the Indemnitees with respect to work performed by or on behalf of Pequannock, the Indemnitees shall promptly give written notice thereof to Pequannock, which shall, at its sole cost and expense, pay for or defend (with counsel reasonably acceptable to the Indemnitees) all such actions and pay for all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) in defense of such legal proceedings, unless such damage, loss or liability was due to the negligent or intentional acts or omissions of the City or any person or entity for which the City is responsible. Pequannock shall pay all judgments, costs, expenses and reasonable attorneys' fees incurred by the Indemnitees and the parties herein indemnified from such legal proceedings. The indemnifications in this Agreement shall survive the term of this Agreement.

**13. SEVERABILITY AND APPLICABLE LAW.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement has been made and entered into in the State of New Jersey, and the laws of New Jersey shall govern the validity and interpretation hereof and the performance hereunder by the parties hereto.

**14. CHOICE OF VENUE.** Any legal action, suit or proceeding (collectively "Proceeding") arising out of or related to this Agreement shall be instituted exclusively in the Superior Court of New Jersey, Essex County, and each party irrevocably submits to the jurisdiction of such Court in any such proceeding subject to the laws of the State of New Jersey.

15. **ARBITRATION.** Any dispute among the Parties relating to this Agreement, other than those disputes relating to and resolved pursuant to Section 12, shall first be heard by an agreed upon arbitrator in accordance with the arbitration provisions here.

- A. Any controversy, claim or question or interpretation arising out of or relating to this Agreement or the breach thereof shall be finally settled by arbitration in the State of New Jersey, pursuant to the New Jersey Arbitration Act, N.J.S.A. 2A: 24-1 et seq., (hereinafter referred to as the "Act", conducted under the then-effective commercial Arbitration Rules of the American Arbitration Association as may be modified by this Agreement, or such other third-party arbitration or alternative dispute resolution entity and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction pursuant to the confirmation provisions of the Act. The award rendered by the arbitrator is not final and binding on the Parties and may be subject to further appeal. Such arbitration can be initiated by written notice to a party, after such notice the parties shall identify and agree upon an arbitrator.
- B. It is the intent of the Parties that any arbitration shall be concluded as quickly as practicable (but, barring extraordinary circumstances, in any event not more than twenty (20) days after the date the arbitrator is selected). Unless the Parties otherwise agree, once commenced, the hearing on the disputed matters shall be held four (4) days a week until concluded with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. The arbitrator shall use his or her best efforts to issue the final award or awards within a period of five (5) business days after closure of the proceedings. Failure of the arbitrator to meet this time limit shall not be a basis for challenging the award. Each party shall pay fifty percent (50%) of the cost and expenses of the Arbitration. The parties shall be responsible for their own attorney's fees.
- C. Each Party hereby agrees that any legal proceeding instituted to enforce or confirm an arbitration award hereunder will be brought in the Superior Court of New Jersey, Essex County.
- D. Notwithstanding anything to the contrary herein, the parties may apply to the Assignment Judge of the Superior Court of New Jersey, Essex County to appoint an Umpire, which shall be a retired Superior Court Judge, to act as a mediator to resolve any dispute arising out of this Agreement. If such mediation is unsuccessful, one or more of the parties can invoke the arbitration provisions in this Agreement. The parties shall bear their own expenses, including attorneys' fees in such a mediation proceeding.

16. **NO WAIVER.** The failure of any Party to this Agreement to enforce any obligation or covenant created by this Agreement, or the waiver of any breach of any obligation or covenant created by this Agreement shall not be deemed a waiver of the obligation or covenant or the right to enforce the same thereafter as to any breach thereof, but the same shall continue and remain in full force and effect as

if no such forbearance or waiver had occurred. Any waiver made by any Party subject to this Agreement must be duly made in writing in order to be considered a waiver of any provision of the Agreement. Further, no waiver shall relieve any surety from its original obligations on a bond.

17. **FORCE MAJEURE.** Neither Party hereto shall be liable for failure or delay in performing any of its obligations hereunder if such failure or delay is occasioned by compliance with any court decision or order, new law, order, proclamation, regulation or request of the United States of America or other governmental authority, or by circumstances beyond the reasonable control of the Party so failing or delaying, including, without limitation, acts of god, war, insurrection, terrorism, fire, explosion, flood, drought, accident, epidemics, storms, hurricanes, landslides, power failure, mechanical failure, lack of water supply, contamination of water supply, a decrease in the State-approved Safe Yield of the Water System, a reduction or modification in the water allocation permit issued by the NJDEP, or inability to obtain water treatment chemicals, materials, power or equipment necessary to enable such party to perform its obligations hereunder. Each Party shall (i) promptly notify the other in writing of any such event of Force Majeure, the expected duration thereof, and its anticipated effect on the ability of such Party to perform its obligations hereunder; and (ii) make reasonable efforts to remedy any such event of force Majeure. In the case of a drought, the duration of the Force Majeure condition shall only be as long as the drought condition was officially in force for Pequannock or Newark, which is claiming the force Majeure, as established by the State, Newark, or any other governing body with authority to direct water-use restrictions, including under this Agreement, and if more than one entity established a drought condition, the period of force Majeure shall be from the beginning of the first such drought condition to the end of the last such drought condition.
18. **ENTIRE AGREEMENT, AMENDMENTS.** This Agreement contains the entire agreement between the parties relating to the matters discussed herein. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than herein expressed. This agreement may be amended or modified, in whole or in part, only by written instrument executed by all parties hereto.
19. **HEADINGS.** Paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
20. **BINDING EFFECT.** The provisions of this Agreement shall inure to the benefit of and be obligatory upon the Parties hereto, their successors in interest and title, licensees and assigns. A Party shall make no assignment or transfer this Agreement without the written consent of the other Parties.

21. **SIGNATURES.** Each Party represents that the signatory executing the Agreement on its behalf is authorized and empowered to execute this Agreement on its behalf, that all necessary authorizations for execution of the Agreement on behalf of such Party have been obtained, and that upon such execution said Party shall be bound by the terms of this Agreement.

22. **NOTICES.** All notices, demands, or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

- A. If personally served upon each of the Parties; or
- B. If mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other Party at each Party's respective address as follows, which addresses may be changed by written notice to the other Party:

To: City of Newark

Business Administrator  
City of Newark  
Room 205  
920 Broad Street  
Newark, NJ 07102

Director of Water and Sewer Utilities  
City of Newark  
Room B31F  
920 Broad Street  
Newark, NJ 07102

To: Township of Pequannock

Township Manager  
Township of Pequannock  
530 Newark-Pompton Turnpike  
Pompton Plains, NJ 07444

23. **TERMINATION FOR BREACH OF CONTRACT.** Either Party shall have a right to terminate the Agreement based upon the other Party's material breach of the terms of this Agreement after providing thirty (30) days' notice of default to the other Party with a reasonable time for an opportunity to cure the breach.

**IN WITNESS WHEREOF**, the Parties hereto have caused their respective corporate seals to be hereunto affixed and the Agreement to be signed by their duly authorized officers, the day and year first herein mentioned.

THE TOWNSHIP OF PEQUANNOCK

THE CITY OF NEWARK

\_\_\_\_\_  
Mayor  
Township of Pequannock

\_\_\_\_\_  
Kareem Adeem, Director  
Department of Water & Sewer Utilities

Attest:

Attest:

\_\_\_\_\_  
Township Clerk  
Township of Pequannock

\_\_\_\_\_  
Kecia Daniels, City Clerk  
City of Newark

Approved as to form & legality

\_\_\_\_\_  
Kenyatta Stewart, Esq.  
Corporation Counsel  
City of Newark

## SCHEDULE A

### TOWNSHIP OF PEQUANNOCK

#### SERVICE TO BE PROVIDED AND POINTS OF DELIVERY

##### **SERVICE TO BE PROVIDED IN EACH SERVICE YEAR:**

1. ANNUAL PURCHASE REQUIREMENT

182,500,000 Gallons per Year

2. ANNUAL CONTRACT MAXIMUM

273,750,000 Gallons per Year

3. MAXIMUM MONTHLY VOLUME

31,000,000 Gallons per Month

4. MAXIMUM DAILY VOLUME

2,000,000 Gallons per Day

##### **POINT OF DELIVERY**

The water covered under this Agreement shall be delivered from the pipelines owned and operated by Newark into the water mains owned and operated by Pequannock through existing connections located as follows:

1. Hopper Avenue
2. Pequannock Avenue
3. Jefferson Street
4. Mountain Avenue
5. All in the Township of Pequannock

## SCHEDULE B

Retro rates: 2021-2025

| Year | Rate per MG | Cola Rate | Annual Increase amount |
|------|-------------|-----------|------------------------|
| 2021 | \$3100.00   |           |                        |
| 2022 | \$3177.50   | 2.5%      | \$77.50                |
| 2023 | \$3256.94   | 2.5%      | \$79.44                |
| 2024 | \$3338.36   | 2.5%      | \$81.42                |
| 2025 | \$3421.82   | 2.5%      | \$83.46                |

**TOWNSHIP OF PEQUANNOCK**

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

**Resolution No. R2025-182**

**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          |
|------------|-------|------|------------------------|------|-----------------|
| \$2,809.59 | 1101  | 9 C1 | Samuel Joseph          | 2025 | Tax Overpayment |
| \$6,139.05 | 802   | 24   | Corelogic Tax Services | 2025 | Tax Overpayment |

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

**Adopted: September 9, 2025**

\_\_\_\_\_  
Carol J. Marsh, 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 21<sup>st</sup> and September 4<sup>th</sup>** Bills Lists and **September 4<sup>th</sup>** 2018 FEMA Elevation Escrow list.

### Resolution No. R2025-183

**WHEREAS**, the Chief Financial Officer has prepared Bill Lists 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 21<sup>st</sup> and September 4<sup>th</sup>** Bills Lists, summarized as follows are hereby approved for payment:

|              |                          | <b>Pre disbursed</b>        |                           |
|--------------|--------------------------|-----------------------------|---------------------------|
|              |                          | <b><u>September 9th</u></b> | <b><u>August 21st</u></b> |
| Fund 01      | Current Fund             | \$3,901,324.30              | \$1,983,949.60            |
| Fund 02      | Grant                    | \$33,711.72                 | 0.00                      |
| Fund 04      | General Capital Fund     | \$16,881.84                 | \$5,032.00                |
| Fund 05      | Water Operating Fund     | \$7,347.40                  | \$36,168.43               |
| Fund 06      | Water Capital Fund       | \$3,511.00                  | 0.00                      |
| Fund 07      | Sewer Operating Fund     | \$2,192.06                  | \$1,180.74                |
| Fund 08      | Sewer Capital Fund       | \$0                         | 0.00                      |
| Fund 13      | Animal Control Fund      | \$1,603.00                  | \$494.31                  |
| Fund 14      | Builders Escrow Fund     | \$2,812.50                  | 0.00                      |
| Fund 15      | Cash Trust Fund          | \$22,786.34                 | 0.00                      |
| Fund 20      | Open Space Trust Fund    | \$0                         | 0.00                      |
| Fund 21      | COAH Account             | \$0                         | 0.00                      |
| Fund 22      | Fire Safety Fund         | \$0                         | 0.00                      |
| Fund 26      | Solid Waste Utility Fund | \$75,764.55                 | 0.00                      |
| Fund 30      | Public Health Utility    | \$0                         | 0.00                      |
| Fund 32      | Recreation Trust Fund    | \$10,673.56                 | 0.00                      |
| <b>TOTAL</b> |                          | <b>\$4,078,608.27</b>       | <b>\$2,026,825.08</b>     |

2. The claims set forth on the **September 4<sup>th</sup>** 2018 FEMA Elevation Escrow Lists summarized as follows are hereby approved for payment:

|         |                            | <b>Pre disbursed</b>        |                           |
|---------|----------------------------|-----------------------------|---------------------------|
|         |                            | <b><u>September 9th</u></b> | <b><u>August 21st</u></b> |
| Fund 31 | 2018 FEMA Elevation Escrow | \$34,550.00                 | 0.00                      |

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

**Adopted: September 9, 2025**

\_\_\_\_\_  
Carol J. Marsh, Township Clerk

\_\_\_\_\_  
John Driesse, Mayor