



BOROUGH OF HADDON HEIGHTS COUNCIL BUSINESS MEETING AGENDA

Tuesday, November 21, 2023, 7:00 pm

1. "In accordance with Section 5 of the Open Public Meetings Act, Chapter 231, P.L. 1975, notice of this meeting was posted on the bulletin board designed for that purpose and notice was transmitted to the official newspapers provided by Resolution adopted January 7, 2023. *Meeting notice has been continually posted on the Borough website.*"
2. ROLL CALL:
3. CAUCUS SESSION:
 - a) Menorah Lighting Ceremony – *Thursday, December 7, 2023 at Sundown*
4. RECESS OF CAUCUS SESSION AND COMMENCEMENT OF BUSINESS SESSION
5. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
6. PUBLIC COMMENT ON CAUCUS AND AGENDA ITEMS ONLY
7. APPROVAL OF MINUTES of the November 8, 2023 Business Meeting
8. APPROVAL OF EXECUTIVE SESSION MINUTES of the November 8, 2023 Business Meeting
9. COUNCIL MEMBER REPORTS:
10. MAYOR'S REPORT:
11. UNFINISHED BUSINESS:
12. NEW BUSINESS:

Resolution 2023:190 – Resolution Authorizing Turnover of Municipal Court Uncashed Checks for Haddon Heights Municipal Court - 0418

Resolution 2023:191 – Resolution Authorizing an Agreement Between the Borough of Haddon Heights and the County of Camden Division of Purchasing in Accordance With (Bid A-44/2023) and Great American Gas & Electric and UGI Energy Services for the Provision of Natural Gas Supply Services Under the South Jersey Power Cooperative

Resolution 2023:192 – Resolution Authorizing a Refund of a Community Center Rental Fee

Resolution 2023:193 – Resolution Authorizing Payment of Bills and Claims for the Second Half of November

Resolution 2023:194 – A Resolution Providing for a Meeting Not Open to the Public In Accordance With the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. ***1.) Matter related to Borough administration and departmental staffing. 2.) Matter related to Infrastructure Improvements. Discussions are expected to be ½ hr. in duration. Formal action may be taken on any of the foregoing items following Executive Session.***

BOROUGH OF HADDON HEIGHTS
COUNCIL BUSINESS MEETING AGENDA
Tuesday, November 21, 2023
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Resolution 2023:195 – Resolution Ratifying Police Contract for the Period of January 1, 2024 through December 31, 2027 By and Between the Borough of Haddon Heights and the Haddon Heights Policemen's Benevolent Association, Local No. 328, Lieutenants, Sergeants, Detectives, and Patrolmen

Resolution 2023:196 – Resolution of the Borough of Haddon Heights, County of Camden and State of New Jersey Authorizing a Shared Services Agreement with the Borough of Barrington Relative to Emergency Medical Services

13. PUBLIC COMMENT

14. ADJOURNMENT

RESOLUTION 2023:190

RESOLUTION AUTHORIZING TURNOVER OF UNCASHED CHECKS FOR HADDON HEIGHTS MUNICIPAL COURT - 0418

WHEREAS, the Court Administrator of the Borough of Haddon Heights is hereby authorized to turn over all eligible uncashed checks for the year 2022; and

WHEREAS, Mayor and Council of the Borough of Haddon Heights hereby accepts the uncashed checks from the Municipal Court; and

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Haddon Heights, County of Camden, State of New Jersey, that the Court Administrator of the Borough of Haddon Heights shall turn over the uncashed checks for the following accounts hereby attached for the following accounts for the year 2022.

COURT ACCOUNT NO. 0123004137
(Colonial Court Account)

TOTAL \$ 421.00

BAIL ACCOUNT NO. 0123004145
(Colonial Bail Account)

TOTAL \$ 00.00

Date: November 21, 2023

MAYOR ZACHARY HOUCK

ATTEST: _____
KELLY SANTOSUSSO, RMC, BOROUGH CLERK

Court Account No. 0123004137

Year 2022

Check No.	Dated	PAID TO	Summons	Amount
8806	04/06/2022	Global Meridian	S 2013 302	\$ 100.00
8849	09/08/2022	Global Meridian	S 2013 302	\$ 50.00
8857	10/11/2022	Robert Blake	W 2014 34	\$ 20.00
8869	11/10/2022	Global Meridian	S 2013 302	\$ 100.00
8889	01/14/2023	Global Meridian	S 2013 302	\$ 50.00
8892	02/14/2023	Carly Lipper	W 2012 113	\$ 17.00
8906	03/09/2023	Esper Canahart	E22 2029	\$ 9.00
8907	03/09/2023	Carly Lipper	W 2012 113	\$ 25.00
8914	04/11/2023	Global Meridian	S 2013 302	\$ 50.00

TOTAL	\$421.00
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Bail Account No. 0123004145

Year 2022

RESOLUTION 2023:191

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE BOROUGH OF
HADDON HEIGHTS AND THE COUNTY OF CAMDEN DIVISION OF PURCHASING IN
ACCORDANCE WITH (BID A-44/2023) AND GREAT AMERICAN GAS & ELECTRIC AND
UGI ENERGY SERVICES FOR THE PROVISION OF NATURAL GAS SUPPLY SERVICES
UNDER THE SOUTH JERSEY POWER COOPERATIVE**

WHEREAS, the Borough of Haddon Heights is a Participating Member of the South Jersey Power Cooperative (SJPC); and

WHEREAS, the County of Camden Cooperative Purchasing approved a resolution on October 24, 2023 awarding a contract, pursuant to competitive contracting request for proposals by and between the County of Camden (Division of Purchasing) and Great American Gas & Electric and UGI Energy Services, for the provision of natural gas supply services under the South Jersey Power Cooperative;

NOW, THEREFORE BE IT RESOLVED that Council of the Borough of Haddon Heights in the County of Camden hereby approves of said award of contract through from November 30, 2023 through November 30, 2026.

Date: November 21, 2023

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION

Res-Pg: 1-2

RESOLUTION AUTHORIZING AGREEMENTS (BID A-44/2023), BY AND BETWEEN THE COUNTY OF CAMDEN (DIVISION OF PURCHASING) AND GREAT AMERICAN GAS AND ELECTRIC AND UGI ENERGY SERVICES, FOR THE PROVISION OF NATURAL GAS SUPPLY SERVICES FOR THE SOUTH JERSEY POWER COOPERATIVE

WHEREAS, the County of Camden, as the Lead Agent for the South Jersey Power Cooperative (SJPC), received and opened publicly advertised Bid A-44/2023 on October 24, 2023, at 11:30 A.M., Prevailing Time for the Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations; and

WHEREAS, two (2) bids were received; and

WHEREAS, as the Lead Agency for the South Jersey Power Cooperative, the County hereby declares Great American Gas and Electric as the lowest responsible bidder for Bid Group 1 Pricing Option at \$1.773/DTH in Appendix A of the bid, which is the fixed basis upcharge pricing product for a term of 36 months beginning with the first meter read after November 30, 2023, and ending with the first meter read after November 30, 2026; and

WHEREAS, as the Lead Agency for the South Jersey Power Cooperative, the County hereby declares UGI Energy Services, LLC, as the lowest responsible bidder for Bid Group 2 at the rate of \$1.011 per DTH in Appendix A of the bid, which is the fixed basis upcharge pricing product for a term of 36 months beginning with the first meter read after November 30, 2023, and ending with the first meter read after November 30, 2026, and Bid Group 3 at the rate of \$0.827/DTH in Appendix A of the bid, which is the fixed basis upcharge pricing product for a term of 36 months beginning with the first meter read after November 30, 2023, and ending with the first meter read after November 30, 2026; and

WHEREAS funding for this purpose (Camden County's needs) shall be

RESOLUTION

Res-Pg: 1-3

contingent upon the availability and appropriation of sufficient funds for this purpose in the County's permanent 2023 budget and 2024, 2025 and 2026 temporary and/or permanent budgets and shall be encumbered at the aforementioned rates to the limit of the County's budget line item appropriation in accordance with N.J.A.C. 5:30-5.5(b)(2); and

WHEREAS each participating government entity in the South Jersey Power Cooperative, shall be responsible for insuring the availability and appropriation of sufficient funds with respect to this award in accordance with law; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the County of Camden that, contingent upon the funding as set forth above, the bid of Great American Gas and Electric, LLC, 550 Mamaroneck Avenue, Suite 305, Harrison, NY 10528, for Bid A-44/2023, for Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations, for Bid Group 1 Pricing Option at \$1.773/DTH in Appendix A of the bid, which is the fixed basis upcharge pricing product for a term of 36 months beginning with the first meter read after November 30, 2023, and ending with the first meter read after November 30, 2026, be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED that, contingent upon the funding as described herein, the bid of UGI Energy Services, LLC., 835 Knitting Mills Way, Wyomissing, PA 19610, for Bid A-44/223, Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations for Bid Group 2 at the rate of \$1.011per DTH in Appendix A of the bid which is the fixed basis upcharge pricing product for a term of 36 months beginning with the first meter read after November 30, 2023, and ending with the first meter read after November 30, 2026, and Bid Group 3 at the rate of \$0.827/DTH in Appendix A of the bid, which is the fixed basis upcharge pricing

RESOLUTION

Res-Pg: 1-4

product for a term of 36 months beginning with the first meter read after November 30, 2023, and ending with the first meter read after November 30, 2026, be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED that the proper officers of the County of Camden are hereby authorized and instructed to sign and execute all necessary contracts, purchase orders, or other legal instruments in connection therewith and to sign checks or vouchers for the payment thereof, when such materials and services have been delivered and accepted by the County of Camden; and

BE IT FURTHER RESOLVED that each Participating Government Entity shall encumber funds in accordance with law and shall award a similar contract for its needs with Great American Gas and Electric, LLC, for Bid Group 1 of Bid A-44/2023, as appropriate, in accordance with the aforementioned terms and conditions and with UGI Energy Services, LLC, for Bid Group 2 and Bid Group 3, as appropriate, in accordance with the aforementioned terms and conditions.

LJP:amf

#8658

Z:\Files-Gen\Coop. Pricing\SJPC\Nat. Gas – 2023-2026
Res. auth. Bid A-44/2023 – 36 Mos. -Great American Gas
& UGI Energy – Auth. 10-24-23

To: Participating Members of the South Jersey Power Co-Op
From: Anna Marie Wright, QPA, Purchasing Agent Camden County
Date: November 2, 2023
RE: SJPC A44-23 Natural Gas Bid Summary and Results
Cc: Vicki Molloy, Concord Energy Services
Kim Coulter, Concord Energy Services

The County of Camden, as lead agency to the South Jersey Power Cooperative (E8802-SJPC), is pleased to provide the following summary relative to the procurement of natural gas on the open market. As the memo below will show, the cooperative received favorable pricing participants are projected to save over \$2 million in the aggregate over the term of contract.

Summary:

Bids for retail natural gas supply service were received by the County of Camden on October 24, 2023. This overview provides a summary of the bid information and results. If you have any questions concerning this document, you may feel free to contact me or Kim Coulter of Concord Energy Services directly (contact information below).

Winning Bidder, Contact Information, Service Period and Prices:

Winning Bidder: Bid Groups 1	Great American Gas and Electric, LLC 550 Mamaroneck Ave, Suite 305A Harrison, NY 10528 Attn: Gabriela Glynn gabriela@ga-ge.com (866)269-9393
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Winning Bidder: Bid Groups 2 & 3	UGI Energy Services 835 Knitting Mills Way Wyomissing, PA 19610 Attn: Judi Subers jsubers@ugies.com (609)204-3954
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Consultant:	Concord Energy Services 520 South Burnt Mill Road Voorhees, NJ 08043 Phone: 856.427.0200 x 119 Vicki Molloy vmolloy@concord-engineering.com
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Participating Members:

Members
Absecon City
Atlantic City
Atlantic County Government
Audubon
Avalon Borough
Berlin Township
Brigantine City
Buena Borough
Camden City
Camden County Boathouse
Camden County Driving Range
Camden County Buildings and Operations (pays Prosecutors too)
Camden County College
Camden County - Courthouse
Camden County Department of Corrections
Camden County Dept of Parks
Camden County Dept of Public Safety
Camden County Library
Camden County Police Department
Camden County Pollution Control Financing Authority
Camden County Dept of Public Works
Camden County Technical Schools
Eastern Camden County Regional School District (CCRSB)
Cape May City
Cape May County
Cape May County Bridge Commission
Cape May County MUA
Cape May Point, Borough
Carneys Point Township
Chesilhurst Borough
Clayton Borough
Deptford Township
Deptford Twp MUA
East Greenwich Township
Egg Harbor City
Egg Harbor Township
Elk Township
Elmer Borough
Folsom Borough

RESOLUTION 2023:192

RESOLUTION AUTHORIZING A REFUND OF A COMMUNITY CENTER RENTAL FEE

WHEREAS, the Borough of Haddon Heights offers rental facilities for use by Haddon Heights residents and non-residents; and

WHEREAS, refunds are necessary for a variety of reasons and are as follows:

<u>Name</u>	<u>Amount</u>
Melanie Butler 105 E. Atlantic Avenue Haddon Heights, NJ 08035	\$300.00

NOW, THEREFORE BE IT RESOLVED, by Mayor and Council of the Borough of Haddon Heights in the County of Camden and in the State of New Jersey that the above refund is hereby authorized.

Date: November 21, 2023

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2023:193

RESOLUTION AUTHORIZING PAYMENT OF BILLS & CLAIMS FOR THE SECOND HALF OF NOVEMBER

November 21, 2023

Per Attached:

<i>Current Fund</i>	270,068.32
School Taxes	0.00
Appropriated Reserves	0.00
Escrow Fund	1,593.00
Grant Fund	1,694.63
Capital Fund	0.00
Trust – Dog	0.00
<i>Trust Fund</i>	3,068.67
Total Per Attached	<u>276,424.62</u>

<i>Payroll</i>	
Current Fund	88,489.56
Grant Fund	0.00
Trust Fund	22,924.37
Total Payroll	<u>111,413.93</u>

Total	<div style="border: 1px solid black; padding: 2px; display: inline-block;">387,838.56</div>
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Date: November 21, 2023

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

November 17, 2023
03:33 PM

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes
Vendors: All
Rcvd Batch Id Range: First to Last
Include Project Line Items: Yes
First Enc Date Range: First to 12/31/23
Include Non-Budgeted: Y
Open: N
Rcvd: Y
Paid: N
Held: N
Bid: Y
State: Y
Other: Y
Void: N
Apv: N
Exempt: Y

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	Invoice	1099
AEROPREC AERO PRECISION, LLC									
23-01040 10/04/23 RIFLE UPPERS									
1 RIFLE UPPERS			2,844.32	3-01-25-240-233	R	10/04/23	11/17/23		N
Vendor Total:			2,844.32						
ANCERO ANCERO									
23-01209 11/14/23 NOVEMBER 2023 PHONES									
1 NOVEMBER 2023 PHONES			922.05	3-01-31-440-216	R	11/14/23	11/17/23	3085421	N
Vendor Total:			922.05						
ANTHR ANTHONY'S RISTORANTE									
23-01196 11/09/23 Spaghetti Dinner-9/17/23									
1 Spaghetti Dinner-9/17/23			2,953.50	T-13-56-860-823	R	11/09/23	11/09/23	91723	N
Vendor Total:			2,953.50						
ARTP ART PRESS									
23-01212 11/14/23 BORO MANUALS									
1 BORO MANUALS			580.00	3-01-20-120-238	R	11/14/23	11/17/23	9712	N
Vendor Total:			580.00						
BARRB BARRINGTON BORO									
23-01220 11/15/23 Barrington EMS - 2023									
1 Barrington EMS - 2023			20,000.00	3-01-42-455-284	R	11/15/23	11/15/23	2023	N
Vendor Total:			20,000.00						

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

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Vendor #	Name
P0 #	P0 Date Description
Item Description	Contract P0 Type Amount Charge Account Acct Type Description Stat/chk Enc Date Date Date Chk/Void Invoice Excl
	1099

NJAM8	NJ AMERICAN WATER	Continued
23-01223	11/17/23	2023
		Continued
2	DEVON SOCCER FIELDS	131.77 3-01-31-445-289 B Water Service R 11/17/23 11/17/23 N
3	LAKE ST PUMP STATION	56.71 3-01-31-445-289 B Water Service R 11/17/23 11/17/23 N
4	DEVON SOCCER FIELDS	258.13 3-01-31-445-289 B Water Service R 11/17/23 11/17/23 N
5	COMMUNITY GARDEN	22.67 T-13-56-860-819 B Reserve Community Garden Expenses (516) R 11/17/23 11/17/23 N
6	MUNICIPAL BUILDING	91.74 3-01-31-445-289 B Water Service R 11/17/23 11/17/23 N
7	SOFT BLDG	161.79 3-01-31-445-289 B Water Service R 11/17/23 11/17/23 N
8	LOG CABIN	31.43 3-01-31-445-289 B Water Service R 11/17/23 11/17/23 N
9	CERVINO FIELD	181.58 3-01-31-445-289 B Water Service R 11/17/23 11/17/23 N
10	COMMUNITY CENTER	74.23 3-01-31-445-289 B Water Service R 11/17/23 11/17/23 N
11	HH BALLFIELD	56.71 3-01-31-445-289 B Water Service R 11/17/23 11/17/23 N
		1,294.60

NJR86 SOUTH NJ REGIONAL BENEFITS		Vendor Total:
23-01232	11/17/23 DECEMBER 2023 BENEFITS	1,294.60
1	RETIREE HEALTH DEC 2023	27,026.00
2	ACTIVE EMPL HEALTH DEC 2023	59,202.00
3	PRESCRIPTION DEC 2023	18,533.00
		104,761.00

[illegible]

<u>PLAINT THE PLATT LAW GROUP, P.C.</u>					
<u>23-01214</u>	<u>11/14/23</u>	<u>OCTOBER 2023 - COAH</u>			
1 OCTOBER 2023 - COAH	92.50	T-13-56-860-824	B Reserve for COAH (\$21)	R	11/14/23 11/17/23 16356 N
Vendor Total:	92.50				

November 17, 2023
03:33 PM

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

Vendor #	Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Rcvd	Enc Date	Chk/Void	Invoice	1099
Item Description												Date	Date	Date		Excl
PSE&G PSE&G																
23-01226	11/17/23	PSE&G	NOVEMBER 2023 (1)													
1	STREET LIGHTS				7,076.93	3-01-31-435-288	B	Street Lighting	R			11/17/23	11/17/23			N
2	E ATLANTIC AVE TRAF SIGNAL				24.11	3-01-31-435-288	B	Street Lighting	R			11/17/23	11/17/23			N
3	DEVON AVE TRAF SIGNAL				24.11	3-01-31-435-288	B	Street Lighting	R			11/17/23	11/17/23			N
					7,125.15											
Vendor Total:					7,125.15											
PUBSU PUBLIC SAFETY UNLIMITED LLC																
23-01172	11/02/23	FLEX	FIT CAPS													
1	FLEX FIT CAPS				53.00	3-01-25-240-280	B	Police - SRO Reimb from BOE	R			11/02/23	11/17/23		81924	N
Vendor Total:					53.00											
REISS JUDITH F. REISS																
23-01216	11/14/23	MEDICARE	REIMBURSEMENT 2023													
1	MEDICARE REIMBURSEMENT - JUDY				1,978.80	3-01-23-220-259	B	Medicare Retired Employees	R			11/14/23	11/17/23			N
2	MEDICARE REIMBURSEMENT-WILLIAM				1,978.80	3-01-23-220-259	B	Medicare Retired Employees	R			11/14/23	11/17/23			N
					3,957.60											
Vendor Total:					3,957.60											
REPUSCR REPUBLIC SERVICES CAMDEN REC																
23-01199	11/09/23	OCT 2023	RECYCLING FEES													
1	OCT 2023	RECYCLING	FEES		7,696.03	3-01-32-465-203	B	Solid waste-Recycling Tipping Fees	R			11/09/23	11/09/23		004399	N
23-01200	11/09/23	SEPT 2023	RECYCLING FEES													
1	SEPT 2023	RECYCLING	FEES		6,452.05	3-01-32-465-203	B	Solid waste-Recycling Tipping Fees	R			11/09/23	11/09/23		004342	N
Vendor Total:					14,148.08											
REIRO THE RETROSPECT																
23-01208	11/14/23	LEGAL	ADS 10/27 - PLAN/ZONE BD													
1	LEGAL	ADS 10/27 - PLAN/ZONE	BD		82.30	3-01-21-180-217	B	Planning Bd - Advertising	R			11/14/23	11/17/23		20235	N

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

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Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	chk/void Date	Invoice	1099 Excl
Item	Description	Amount													
RETRO THE RETROSPECT Continued															
23-01230 11/17/23 11/29 PLAN/ZONE BD SPECIAL MTG															
1	11/29 PLAN/ZONE BD SPECIAL MTG	34.10		3-01-21-180-217		B Planning Bd - Advertising		R			11/17/23	11/17/23		20251	N
Vendor Total:		116.40													
SANTIK KELLY SANTOSUSSO															
23-01227 11/17/23 2023 REGISTRARS CONF REIMBURSE															
1	2023 REGISTRARS CONF REIMBURSE	95.00		3-01-20-120-222		B Clerk - Conferences/Conventions		R			11/17/23	11/17/23		11227	N
Vendor Total:		95.00													
SGARDINS SOPHIA SCARDINO															
23-01228 11/17/23 2023 NJLWM CONF REIMBURSEMENTS															
1	PARKING	15.00		3-01-20-120-225		B Clerk - Travel Expenses		R			11/17/23	11/17/23			N
2	MILEAGE	78.60		3-01-20-120-225		B Clerk - Travel Expenses		R			11/17/23	11/17/23			N
3	TOLLS	11.80		3-01-20-120-225		B Clerk - Travel Expenses		R			11/17/23	11/17/23			N
Vendor Total:		105.40													
SHUTE RONALD SHUTE															
23-01217 11/14/23 MEDICARE REIMBURSEMENT 2023															
1	MEDICARE REIMBURSEMENT-RONALD	1,978.80		3-01-23-220-259		B Medicare Retired Employees		R			11/14/23	11/17/23			N
2	MEDICARE REIMBURSE-PATRICIA	1,978.80		3-01-23-220-259		B Medicare Retired Employees		R			11/14/23	11/17/23			N
Vendor Total:		3,957.60													
SJSAN SEASIDE WASTE SERVICES															
23-01191 11/09/23 OCT 2023 TRASH COLLECTION															
1	OCT 2023 TRASH COLLECTION	46,583.33		3-01-26-305-202		B Trash - SJ Sanitation		R			11/09/23	11/09/23		187604	N
Vendor Total:		46,583.33													

Totals by Year-Fund						
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Project Total	Total
CURRENT FUND	3-01	270,068.32	0.00	0.00	0.00	270,068.32
ESCROW FUND-PLANNING BOARD	3-17	0.00	0.00	0.00	1,593.00	1,593.00
Year Total:		270,068.32	0.00	0.00	1,593.00	271,661.32
GRANT FUND	G-02	1,694.63	0.00	0.00	0.00	1,694.63
TRUST - OTHER TRUST	T-13	3,068.67	0.00	0.00	0.00	3,068.67
Total of All Funds:		274,831.62	0.00	0.00	1,593.00	276,424.62

Project Description	Project No.	Project Total
18 WHP REDEVELOP-HH SENIOR	RD22-9-1R	147.00
BROKEN GROUND- 501 STATION	RD22-9-2R	1,446.00
Total of All Projects:		<u>1,593.00</u>

RESOLUTION 2023:194

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12

WHEREAS, the Governing Body of the Borough of Haddon Heights is subject to certain requirements of the *Open Public Meetings Act*, N.J.S.A. 10:4-6 et seq., and

WHEREAS, the *Open Public Meetings Act*, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the Governing Body of the Borough of Haddon Heights to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- _____ (1) ***Matters required by Law to be Confidential:*** Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- _____ (2) ***Matters Where the Release of Information Would Impair the Right to Receive Funds:*** Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- _____ (3) ***Matters Involving Individual Privacy:*** Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- _____ (4) ***Matters Relating to Collective Bargaining Agreements:*** Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body
- _____ (5) ***Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds:*** Any matter involving the purchase, lease, or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

- _____ (6) **Matters Relating to Public Safety and Property:** Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of possible violations of the law.
- _____ (7) **Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:** Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer
- X (8) **Matters Relating to the Employment Relationship:** Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting. **1.) Matter related to Borough administration and departmental staffing. Discussion is expected to be ½ hr. in duration. Formal action may be taken on the foregoing item following Executive Session.**
- _____ (9) **Matters Relating to the Potential Imposition of a Penalty:** Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Haddon Heights, assembled in public session on November 21, 2023 that an Executive Session closed to the public shall be held on November 21, 2023 at approximately 7:30 pm for the discussion of matters relating to the specified item(s) designated above.

It is anticipated that the deliberations conducted in Closed Session may be disclosed to the public upon the determination of the Governing Body that public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Governing Body of the Borough of Haddon Heights at a public meeting held on November 21, 2023.

Date: November 21, 2023

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2023:195

RESOLUTION RATIFYING POLICE CONTRACT FOR THE PERIOD OF JANUARY 1, 2024 THROUGH DECEMBER 31, 2027 BY AND BETWEEN THE BOROUGH OF HADDON HEIGHTS AND THE HADDON HEIGHTS POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 328, LIEUTENANTS, SERGEANTS, DETECTIVES, AND PATROLMEN

WHEREAS, the Haddon Heights Policemen's Benevolent Association, Local No. 328, Lieutenants, Sergeants, Detectives, and Patrolmen ("PBA Local No. 328") is certified by the Public Employment Relations Commission as the exclusive representative for the purpose of collective negotiations with respect to the salaries, wages, and other terms and conditions of employment for operations with the Borough of Haddon Heights ("Borough"); and,

WHEREAS, the Collective Bargaining Agreement ("CBA") between the Borough and PBA Local No. 328 will expire on December 31, 2023; and,

WHEREAS, the Borough and PBA Local No. 328 reached a tentative agreement on a new four-year CBA; and,

WHEREAS, the membership of PBA Local No. 328 voted in favor of said CBA on November 14, 2023; and,

WHEREAS, members of the Borough's Management Negotiation Team have recommended and the Borough Solicitor has approved by written legal opinion the form and substance of the CBA between the Borough and PBA Local No. 328; and,

WHEREAS, the Borough's Mayor and full Council concurs with the Borough's Management Negotiations Team recommendation; and,

WHEREAS, said CBA shall be in full force and effect from January 1, 2024 through and including December 31, 2027, without any reopening date.

NOW, THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Haddon Heights in the County and Camden and State of New Jersey, a body corporate and politic, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof

2. That an Agreement between the Borough and PBA Local No. 328 which shall endure from January 1, 2024 through December 31, 2027 is hereby approved and ratified.
3. The Borough's Mayor and Municipal Clerk and other authorized Council Members are hereby authorized to execute said CBA in the form attached hereto and made a part hereof.
4. N.J.S.A. 34:13A-8.2 provides that "public employers shall file with the commission a copy of any contracts negotiated with public employee representatives following consummation of negotiations" and this requirement applies to all public sector employers mandating that an electronic, signed and dated copy, complete with certification, along with a word processing version (Word, WordPerfect) of all past and current contracts for each bargaining unit not listed on PERC's website must be e-mailed to contracts@perc.state.nj.us and the Borough Clerk shall comply this this provision of the Law.
5. This Resolution shall take effect immediately.

Date: November 21, 2023

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

COLLECTIVE BARGAINING AGREEMENT

THE BOROUGH OF HADDON HEIGHTS, A MUNICIPAL CORPORATION



AND

HADDON HEIGHTS POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 328, LIEUTENANTS, SERGEANTS, DETECTIVES, AND PATROLMEN



January 1, 2024 December 31, 2027

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ARTICLE I - RECOGNITION

The Borough, pursuant to Public Employment Relations Commission Docket No. RO-90-24, recognizes P.B.A. Local #328, for the purpose of collective negotiations for all police employees employed by the Borough, including Patrolman, Sergeants, Lieutenants, Detectives, but excluding the Captain, Chief, Crossing Guards, Dispatchers, and all other employees employed by the Borough, Professional Employees, Non-Police Employees, Managerial Executives, Confidential Employees, Firefighters, Craft Employees and Supervisors within the meaning of New Jersey Employer-Employee Relations Act.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the forgoing, the following rights:
1. To the executive management, the administrative control of the Borough Government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after thirty (30) days advance notice to the PBA and advance notice thereof to the employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and then only insofar as they are in conformity with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S.40, 40A and R.S. II or any other national, states, county or local laws or ordinances.

ARTICLE III - TERM OF AGREEMENT

This Agreement shall apply from January 1, 2024 to December 31, 2027, a period of four (4) years

ARTICLE IV - SALARY PROVISIONS

- A. Effective January 1, 2019, the parties agree to the current nine (9)-step patrolman wage guide.
- B. The parties agree that the following wage increase shall apply under this contract:
- | | |
|-------------|-------------|
| 3% for 2024 | 3% for 2026 |
| 3% for 2025 | 3% for 2027 |

Lieutenant salary shall be calculated by receiving 1.4% above the SGT 2 base wage. The Lieutenant shall not be eligible for a detective on-call stipend.

The parties wage guide including steps is shown below:

Wage Guide					
	Previous	3.0%	3.0%	3.0%	3.0%
	2023	2024	2025	2026	2027
LT	\$126,222	\$128,844	\$132,405	\$136,073	\$139,851
SG2 (15+)	\$124,480	\$127,065	\$130,577	\$134,194	\$137,920
SG1 (1-14)	\$113,655	\$117,065	\$120,577	\$124,194	\$127,920
9	\$102,831	\$105,916	\$109,093	\$112,366	\$115,737
8	\$95,254	\$98,112	\$101,055	\$104,087	\$107,209
7	\$88,759	\$91,422	\$94,164	\$96,989	\$99,899
6	\$82,265	\$84,733	\$87,275	\$89,893	\$92,590
5	\$75,770	\$78,043	\$80,384	\$82,796	\$85,280
4	\$69,276	\$71,354	\$73,495	\$75,700	\$77,971
3	\$62,781	\$64,664	\$66,604	\$68,602	\$70,661
2	\$56,286	\$57,975	\$59,714	\$61,505	\$63,350
1	\$48,709	\$50,170	\$51,675	\$53,226	\$54,822

- C. The parties agree that all current officers are slotted on the above Guide to assure no loss of compensation from their 2023 compensation, regardless of years of service. The individual officers' compensation for the contract term is as set forth below:

	2024	2025	2026	2027
LT MICHAEL SMOLLOCK	\$128,844	\$132,405	\$136,073	\$139,851
SGT BRETT LIGHTNER	\$117,065	\$127,065	\$134,194	\$137,920
SGT MICHAEL SELBY	\$117,065	\$120,577	\$124,194	\$127,920
SGT DANIEL HUNT	\$98,759	\$109,093	\$119,093	\$127,920
SGT T HAGENBUCHER	\$98,759	\$109,093	\$119,093	\$127,920
PTL JOHN WHITMAN	\$105,916	\$109,093		
PTL ALEX CYBULSKI	\$105,916	\$109,093	\$112,366	\$115,737
PTL MICHAEL FAMULAR	\$98,112	\$109,093	\$112,366	\$115,737
PTL MEGAN PROPATI	\$91,422	\$101,055	\$112,366	\$115,737
PTL ADAM QUINTON	\$84,733	\$94,164	\$104,087	\$115,737
PTL MATTHEW MCKEOWN	\$71,354	\$80,384	\$89,893	\$99,899
PTL RYAN DEJOSEPH	\$64,664	\$73,495	\$82,796	\$92,590
PTL BILLY TRAN	\$57,975	\$66,604	\$75,700	\$85,280
NEW HIRE 1			\$53,226	\$63,350

1. Each officer shall receive his or her shown compensation on January 1st of each year of the contract term.
2. Any officer who is promoted to Sergeant after January 1, 2015, shall receive the greater of Ten Thousand (\$10,000) Dollars or twenty-five (25%) percent of the differential between their current step or rank and that of the rank position being promoted to for each year until the officer reaches the negotiated pay for Sergeant.

ARTICLE V - VACATION TIME

- A. Employees shall be granted vacation leave as follows:
 1. After one (1) year of completed service and up to five (5) years of completed service - 80 hours of vacation.
 2. After five (5) years of completed service and up to ten (10) years of completed service - 120 hours of vacation.
 3. After ten (10) years of completed service and up to fifteen (15) years of completed service - 160 hours of vacation.
 4. After fifteen (15) years of completed service - 200 hours of vacation.
- B. Vacation time may be used at the employee's discretion at any time during the calendar year, with prior approval of the Police Chief or his/her designee. Any employee with scheduled vacation leave or other time off will not have that time off cancelled because of a work schedule change.
- C. The vacation year is January 1st through December 31st.
- D. Employees shall not be permitted to carry forward vacation leave, except under the following situations:
 1. If the employee is denied a request to use his leave time by the Chief or designee and there is not reasonably sufficient time for the employee to use the leave time said leave time shall be carried over and taken the following year.
 2. If an employee is on an extended period of approved leave time, and there is not reasonably sufficient time for the employee to use said accrued leave time, it shall be carried over and taken the following year.
 3. If an employee has accrued vacation leave time at the end of the year, the employer shall have the sole authority to either pay the employee the value of the

accrued leave or permit the employee to carry forward said time into the following year.

4. Officers that have accrued vacation leave as of the execution of this Agreement shall be permitted to continue to carry this time forward without limitation.

- E. A weeks' vacation shall be taken in one week increments and may be divided by the employee's natural days off. (i.e. a member may take 2 days vacation, then their natural days off according to the schedule, and take the remaining 3 vacation days.)
- F. Any employee who is eligible for 160 hours or more vacation in a particular year may, at his sole option, choose to convert 40 hours of vacation into individual days off.
- G. Any employee with scheduled vacation or other time off will not have that time off canceled because of a schedule change by management unless in the event of a declared state of emergency, or personnel changes in the Department due to promotions.

ARTICLE VI - SICK TIME

- A. Each officer shall be entitled to 80 hours sick time per calendar year. Officers may accumulate unlimited sick time. However, with regard to officers hired prior to January 1, 2015 only the sick time accumulated as of December 31, 2015 may be taken by the officer prior to their retirement date. No sick time may be sold back to the Borough. With regard to officers hired subsequent to January 1, 2015, each shall be permitted to accumulate and to use not more than 300 hours of accumulated sick time prior to their retirement date. No sick time may be sold back to the Borough. Retirement date as noted herein shall be in accordance with the New Jersey State Police and Fireman's Retirement Pension System. (For purposes of this article a day is considered eight (8) hours).
- B. Where sick time is used other than as noted above in advance of the retirement date, a doctor's note for absence of three (3) or more consecutive days is required to determine appropriate disposition of absence.
- C. Specifically excluded from this Article is any time lost for injuries sustained while on duty including any time spent in the hospital and any recuperative time after hospitalization resulting from such injuries. Any sick time accumulated prior to the signing of this Agreement will be retained by the member.

- D. The Borough will pay the base salary and benefits of any employee who because of an illness or injury arising out of the performance of his or her duties, is unable to perform his or her usual and customary employment for the period of work disability, such period shall not exceed one year for any illness or injury arising out of the same cause or incident; provided, however, that any amount of workers compensation insurance checks received by the employee shall be forwarded to the Borough. After the one-year period has expired it is to be reviewed by the governing body to decide if more time shall be allotted to the employee.

ARTICLE VII - MEDICAL

- A. The Borough shall provide health coverage for all active members of the police department by this Agreement and his or her eligible dependents with a contribution by the officer as set forth in Chapter 78, P.L. 2011.

B. RETIREE MEDICAL COVERAGE

1. Former bargaining unit employees who retired on or before January 1, 2012, shall be subject to the premium cost sharing provisions in effect under the parties' collective bargaining agreement as applicable to retirees at the time of retirement.
2. Any employee hired prior to January 1, 2012, with 20 or more years of pensionable law enforcement service as of June 28, 2011 and who subsequently retires with at least eighteen (18) years of service with the Borough and 25 years or more of pensionable law enforcement service in a State administered retirement system shall not contribute to his health benefits upon retirement.
3. Any employee hired prior to January 1, 2012, who retires with 25 years or more of pensionable law enforcement service in a State administered retirement system or a work-related disability pension and with at least seventeen (17) years of service with the Borough shall receive health benefit coverage for the employee and eligible dependents subject to a maximum 15% premium contribution. This provision shall retroactively apply to any retiree who retired between January 1, 2015 and December 31, 2018.

4. Any employee hired on or after January 1, 2012, who retires with 25 years or more of service with the Borough and 25 years or more of pensionable law enforcement service in a State administered retirement system shall receive health benefit coverage for the employee and eligible dependents subject to a maximum 15% premium contribution. This provision shall retroactively apply to any retiree who retired between January 1, 2015 and December 31, 2018.
 5. Should the State modify, reduce, or eliminate the premium contributions established under Chapter 78, P.L. 2011, the retirees shall immediately have their premium contributions reduced to the lesser of the applicable law or 15% of premium contribution.
- C. The Employer instituted a Section 125 Plan so that contributions will be considered pre-tax deductions.
- D. If at any time the Borough changes health benefit carriers, the Borough must provide a health plan which is equal to or better.
- E. The Borough shall also provide for each member, in the event the members' health insurance carrier declines payment, coverage for yearly complete physical, to include eye examination, blood work, titer test, E.K.G., stress test, x-rays, hearing test, urinalysis and immunizations. In the event of partial payment by the members' health insurance carrier, the Borough shall pay the difference.
- F. Eye, Dental, and Prescription coverage
1. The Borough shall provide the Dental and Eye Care Plan at no premium cost to the officer or his/her eligible dependents, except as required, if applicable, in accordance with Chapter 78, P.L. 2011 for active members and subject to section B. above for retirees.
 2. The Borough shall also provide officers and their dependents with a Prescription Plan at no premium cost to the officer or his/her eligible dependents, except as required, if applicable, in accordance with Chapter 78, P.L. 2011 for active members and subject to section B. above for retirees.
 3. Said coverages in this provision shall be provided for said officer and eligible dependents until death **or until said officer becomes Medicare eligible, at which time said coverage shall become secondary.** Said agreed plans will be:
 1. Prescription Plan – Express Scripts

- PCS Card _ \$5.00 co-pay generic/\$10.00 co-pay name brand and no co-pay mail order;
- 2. Dental Plan – Delta Dental
- 3. Eye Care Plan - Vision Service Plan - Plan A
Non-deductible Plan

Notwithstanding the foregoing, the Borough may change any and all of the foregoing plans and substitute another plan or plans so long as the coverage offered is equal to or better than the plan or plans eliminated.

- G. The Borough shall also provide cost coverage for any employee of the police department who shall suffer from a serious communicable disease and shall be treated with the presumption that the disease was contracted on the job. Police, hospital and physician records may be used to verify.

ARTICLE VIII - COURT

- A. For attendance in Municipal Court while not on duty, each member of the police department who appears in one or more matters, after being officially notified to attend any Municipal Court stemming from an incident occurring while in the performance of duty, therein shall receive one (1) compensatory day per month based on their current work day.
 - 1. For any attendance in County, State or Federal Court, which requires both morning and afternoon attendance, the Borough shall provide a meal allowance in an amount not to exceed fifteen (\$15.00) dollars. In addition, for any attendance in County, State or Federal Court, the Borough shall provide reasonable parking costs, plus one (1) day off, or a day's wages as per the officer's choice; for time other than Municipal Court when in Court on own time. Where an officer is placed on a stand-by status for any length of time, while not on duty, same shall receive fifty (\$50.00) dollars per day.
 - 2. It is understood that a minimum of two (2) officers will be on patrol duty during any Municipal Court Session.

- B. Any former member of this police department either one who has retired or discontinued employment, will be paid ninety (\$90.00) dollars per session after being properly subpoenaed to appear.

ARTICLE IX – UNIFORMS

- A. If a member's duty assignment is changed during the course of the year requiring a change in the type of uniform that must be worn, and it is necessary for the member to purchase new or additional uniforms or clothing, the Borough will pay the cost of such new uniforms or clothing.
- B. It is also understood that if there is a decision by the Borough or one of its officials to change the style or type of uniform to be worn by the members which make parts or all of the uniforms previously purchased unacceptable to the Borough, then the Borough will supply each member with the initial quantity of new uniforms.
- C. In order to maintain uniformity throughout the department, all uniforms shall be purchased from the supplier designated by the Chief of Police. A member at his or her option may purchase accessories from a supplier other than that chosen by the Chief of Police as long as the accessory is the same make and model chosen by the Chief of Police. Any equipment may be purchased as long as same can be used on or off duty, and for training purposes; including but not limited to off duty weapons, study materials, practice ammunition, office equipment, etc.

ARTICLE X - REPLACEMENT OF UNIFORMS & PERSONAL PROPERTY

The Borough shall replace damaged uniform, or part thereof, or equipment damaged while in the performance of duty, which is non-serviceable, with no deduction from the officer's clothing expense allotment. The Borough shall also replace any personal property of any officer for this department, damaged while in the performance of duty to include but not limited to: watch, eyeglasses, contact lens, sunglasses and off-duty weapon. Any restitution ordered by a Court of Law shall be given to the officer, if replacement has not been made by the Borough. If replacement has been made, the restitution shall be surrendered to the Borough.

ARTICLE XI - USE OF PERSONALLY OWNED VEHICLE

In accordance with the Ordinances fixing the salaries and compensation to be paid to the officers and employees of the Borough of Haddon Heights, any member of the Police Department who, at any time shall use his own automobile on police business, shall be reimbursed for operation expenses, at the rate established in said Ordinance, that being the current I.R.S. rate. Reimbursement rate will reflect any change in the I.R.S. rate at the start of each calendar year covered by this Agreement.

ARTICLE XII – OVERTIME

- A. In accordance with the Ordinance fixing salaries and compensation to be paid to the officers of the Police Department, overtime shall be paid for any time worked over the Police Officers regular schedule, excluding Court Time. The hourly rate of overtime shall be calculated by dividing the Police Officers annual salary by 2080 hours and multiplying the results by one and one-half (1 ½).
- B. Any assignment, while not on regular duty, shall be treated as overtime for the number of hours specified. This is to include, but not limited to, Board of Education functions, athletic or social events, bank duty and traffic control situations.
- C. Any officer ordered to report for an assignment will receive a minimum of two (2) hours overtime.
- D. Only officers employed full time and covered by this contract will be allowed to work overtime assignments to include the following but not limited to:
 - 1. BOE assignments
 - 2. Road construction assignments
 - 3. DWI patrol
 - 4. Mobile inspection teams minimum three (3) full time employees
 - 5. Any overtime requested by a business or resident of the Borough
- E. Any overtime assignment canceled less than one (1) hour before an officer's scheduled reporting time will result in that officer receiving four (4) hours overtime pay.
- F. Any officer working under an assignment noted in subparagraph D, excluding BOE will be guaranteed four (4) hours overtime pay.

ARTICLE XIII - INJURY ON DUTY (I.O.D.)

- A. Officers injured in the line of duty shall be fully compensated for a period of one (1) year or until certified "fit for duty" by a physician selected by the Borough or by the Worker's Compensation Carrier, whichever event occurs first.
- B. Officers receiving injury compensation shall be subject to report for light duty if required by the Chief of Police after certification of same by a physician selected by the Borough. Such periods of salary payments to any officer injured in the line of duty shall be governed by the New Jersey Worker's Compensation Laws. In consideration of the full compensation paid by the Borough, the officer shall turn over the Worker's Compensation temporary disability check to the Borough.
- C. The Borough shall have the right to order a physical examination by any licensed osteopathic physician, medical doctor or specialist, as it deems necessary, of any injured officer. The costs of any such examination will be the obligation of the Borough.
- D. Officers injured on duty shall retain for the term of one (1) year all accrued time for said period including compensatory time, vacation time and sick time. In the event of an injury not in the line of duty, said Officer shall retain only vacation time accrued in the prior year. All other accrued time off shall be on a pro-rated basis to the period of time out of work.

ARTICLE XIV - TERMINATION OF SERVICE

- A. Notwithstanding anything to the contrary, an officer who terminates service or who is terminated with the Borough shall be entitled to receive, at his sole option, payment in one lump sum for any accrued and unused vacation and compensatory time. The employee will be entitled to payment for all vacation days that are awarded at the start of the new year.
- B. Payment for compensatory time may be on a pro-rated basis. For purposes of pro-rating, sick time shall be 6.50 hours/month; compensation time shall be twelve (12) hours/month. No vacation time will be paid to an officer who terminated service or who is terminated within one year of the officer's employment date.

ARTICLE XV - CONTRACT COVERAGE

- A. This Agreement shall not apply to any individual in the employment of the Borough of Haddon Heights in any capacity, other than:
- a. Lieutenant;
 - b. Sergeant;
 - c. Detective;
 - d. Patrolmen.

and any such service other than Lieutenant, Sergeant, Detective and Patrolmen, shall not be counted in regard to any benefit due hereunder.

ARTICLE XVI- AGENCY SHOP ACT

- A. The Employer agrees to deduct an amount equal to eighty-five percent (85%) of the annual regular dues, fees and assessments charged by the P.B.A. to its regular members, less the cost of any member only benefits provided by such fees in accordance with N.J.S.A. 34:13A-5.55.8.
- B. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association.
- C. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the employee or require the employer to take any action other than to hold the fee in escrow pending resolution of the appeal.
- D. The Association shall indemnify, defend, and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employee in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the employee, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such charged deduction.

ARTICLE XVII - COMPENSATION DAY

- A. Each Officer working 12-hour shifts will receive 144 hours of compensation time annually along with 12 additional hours for each day scheduled to work over 182 days in a calendar year.
- B. It is further agreed that his/her earned compensatory time can be used at any time, at the discretion of the officer, with approval of his/her shift supervisor.

ARTICLE XVIII – TRAINING AND EDUCATION

- A. Officers will be reimbursed for tuition and registration for any matriculated police science degree program up to \$12,000 for the entire department per year; however, a "C" average must be maintained. Said officer shall also be reimbursed after successful completion of said courses. The \$12,000 shall be divided among the eligible degrees. Reimbursement is limited up to the completion of a bachelor's degree program. Officers with at least one bachelor's degree are not eligible for this benefit. The remaining balance of unused reimbursement may be divided among officers to use for master's degree reimbursement and/or any police related training/professional development as approved by the Chief of Police. Any officer who leaves the Borough's employ within two years of receiving payment for tuition and registration shall be required to reimburse the Borough for the full amount of the paid tuition and registration. However, officers who are currently matriculated shall not be subject to this reimbursement.
- B. Officers will be provided membership to the South Jersey Shooting Club with a rate not to exceed \$150 per officer per calendar year, unless otherwise agreed upon in writing. Officers will complete all State-mandated agency qualifications at the South Jersey Shooting Club. No additional fees related to the Officers' membership and/or qualifications will be incurred by the Borough.

ARTICLE XIX - OFFICER IN CHARGE (O.I.C.)

- A. In the absence of the Shift Supervisor, both in the Patrol Division or Detective Bureau for ninety (90) consecutive calendar days, the most senior Patrolman or Detective shall be granted the same salary as the Shift Supervisor. (For the purpose of this article, absence shall be defined as: Not present to supervise the shift).

- B. Each officer entitled to receive O.I.C. pay will submit in writing a listing of the dates reverting back to the first day, to which the officer is entitled to O.I.C. pay. This letter to be submitted by the First day of November. Payment will be made to the officer on the last pay in November. Said payments shall be made in a separate check from all other compensation received.

ARTICLE XX - SPECIAL LEAVE OF ABSENCE

A. **MILITARY LEAVE**

Any officer of the police department who is a member of the organized Reserve of the Army of the United States, Naval Reserve, United States Air Force, or United States Marine Corps Reserve, or other organization affiliated herewith is entitled to leave of absence from his respective duty without loss of pay or time on all days on which he is engaged in training. Full pay shall be paid.

B. **NATIONAL GUARD**

All full time employees of the Police Department who are members of the National Guard are entitled to leaves of absence from work without loss of pay or time, on all days they are engaged in training or active duty. The parties hereto acknowledge that the law requires the Borough only to pay the difference between the Borough salary and military pay in the event of a leave made necessary by the Order of the Governor.

The Borough agrees to continue to pay full salary to any police officer who is absent from work due to training or active duty in consideration of any such officer making his or her best effort to schedule such absences so as not to negatively impact the staffing and/or scheduling needs of the department.

C. **VACATION LEAVE**

The aforementioned leaves will be in addition to regular allowed vacation leave.

D. **DEATH LEAVE**

1. In the case of death in an employee's immediate family, payment for absence will be approved for:
 - a. Parents (or person who has taken place of parent)
 - b. Spouse

- c. Child or step child
 - d. Brothers or sisters
 - e. Spouse's parents
 - f. Relative or in law who lives in the same household
2. Ordinarily, such approval will not exceed five (5) days, but may, under special circumstances be extended, at the discretion of the Governing Body.
3. In the case of death of a relative not in the immediate family, the time excused will not exceed two (2) days but may, under special circumstances be extended, at the discretion of the Governing Body:
- a. Grandparent
 - b. Aunt or uncle
 - c. 1st cousin
 - d. Brother or sister-in-law

E. POLICE ORGANIZATION REPRESENTATIVES

Employees covered by this Agreement who are duly elected and authorized representatives of P.B.A. #328, will be excused from work to attend State and National conventions/meetings of said organization pursuant to N.J.S.A. 40A: 14-177, upon written request by the employee certifying his position in the organization, signed by the President of the local organization.

ARTICLE XXI - GRIEVANCE PROCEDURE

A. PURPOSE

It is the policy of the Borough and the members that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any step shall bind the immediate parties to the settlement but shall not be precedent in a later grievance proceeding.

B. DEFINITION

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of this Agreement, any Borough policy governing the members of any administration's decision affecting any member or members of this department. A "Policeman" is any full-time person in the Unit covered by this Agreement.

An "Aggrieved Party" is the policeman or group of policemen who submit a grievance or on whose behalf it is submitted.

C. SUBMISSION OF GRIEVANCE

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the Agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed, and if known the identity of the person(s) responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based. A policeman or group of policemen may submit grievances which affect them personally and shall submit such grievances to the Chief of Police.

D. GRIEVANCE PROCEDURE

The Chief of Police shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Chief of Police or if no response is received within one (1) calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and Council. The Mayor and Council or its designated Council Members shall upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of its position with respect to it no later than two (2) weeks after it is received by them.

E. RIGHTS OF EMPLOYEES

Any aggrieved person may be represented at all formal steps of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association (P.B.A. Local #328). If the employee is dissatisfied with the decision of the Mayor and Council, the employee or the Association may request the appointment of an arbitrator. Such request shall be made known to the Chief of Police no later than forty-five (45) days after the decision in writing of the Mayor and Council was made known to the employee or his representative.

F. PROCEDURE

The following procedure will be used to secure the service of an arbitrator.

1. A joint request will be made to the Public Employees Relations Commission (hereinafter referred to as PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question;
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names;
3. If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator;
4. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Borough. The recommendations of the arbitrator will be binding on both parties. Only the Mayor and Council and the aggrieved and his representatives shall be given copies of the arbitrator's reports of findings and recommendations. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the aggrieved policeman to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. It is understood that policeman shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any effect thereof shall have been fully determined.

ARTICLE XXII - MUTUAL EXCHANGE

Each member of this Contract shall be able to exchange a scheduled tour of duty with another member for such reasons as attending schools or personal reasons, providing that shift supervisors of both members are aware and approve.

ARTICLE XXIII - TRAINING DAYS

When attending any police related schools, seminars or in-service training session, while off duty and officially assigned, that member shall receive a compensation day, at the discretion of the member.

ARTICLE XXIV - AGREEMENT BETWEEN PARTIES

The Borough, pursuant to Public Employment Relations Commission, recognize the Policeman's Benevolent Association Local #328 for the purposes of collective negotiations for all employees employed by the Borough of Haddon Heights, but excluding the Chief of Police, Captain, Dispatchers, Crossing Guards, and all other employees employed by the Borough, professional employees, non-police personnel, confidential employees, firefighters and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE XXV - RETENTION OF BENEFITS

All the powers, rights, duties, responsibilities, benefits and authority that the parties had prior to the signing of this Agreement are retained by the parties, except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to Public Policy, nor a law of the State of New Jersey.

ARTICLE XXVI - ADEQUATE MANPOWER

It is agreed that on each shift, a minimum of two (2) officers covered by this Agreement will be on motorized patrol duty, not to be part of any dispatch assignment or duty.

ARTICLE XXVII - ON CALL DETECTIVES

Effective January I, 2008, every Detective will receive 1.4% of the officer's base wage for being required to be on-call in the Detective Bureau. Said Detective shall be deemed on duty upon acknowledgment of an assignment. Not applicable to Lieutenants.

ARTICLE XXVIII - POLICE SCHEDULE

- A. It is agreed that the current 12-hour schedule rotation will not be altered unless approved by the Governing Body and the Bargaining Unit. If the schedule is changed and two (2) officers have time scheduled off at the same time none of this time can be canceled.
(See Vacation Article VI).
- B. It is agreed that Detectives and School Resources Officers shall be required to work an average forty-two (42) hour work week with at least two (2) scheduled days off.
- C. Any Platoon change for each calendar year will be prepared and presented by the Chief of Police by October 1 of the preceding year. It is agreed that the terms and conditions of this Agreement shall remain in full force and effect during negotiations for a successor agreement.

ARTICLE XXIX - TRANSPORTATION OF BANKING AND COURT DOCUMENTS

The Bargaining unit agrees that it will arrange for transport of banking and court documents to the appropriate destination on a weekly basis. The Bargaining unit will consult with the Chief of Police to arrange for a member of the unit to transport said documents on Monday, Wednesday and Friday of each week prior to 12:00 noon. The banking deposits or documents shall be delivered to the appropriate institution designated by the Borough. The Municipal Court documents shall be delivered to the Shared Haddon Heights Municipal Court in Audubon, New Jersey.

ARTICLE XXX- POLICE LICENSING

It is agreed that the Borough will be responsible for all fees associated with police licensing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Borough of Haddon Heights, New Jersey on the ____ day of _____, 2023.

HADDON HEIGHTS POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL
NO 328

BOROUGH OF HADDON HEIGHTS

By: _____
SGT. Brett Lightner

By: _____
Mayor, Zach Houck

By: _____
SGT. Daniel Hunt

By: _____
Council Member, Tom Ottoson

By: _____
PTL. Adam Quinton

By: _____
Council Member, Regina Philipps

By: _____
PTL. John Whitman

RESOLUTION 2023:196

RESOLUTION OF THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF BARRINGTON RELATIVE TO EMERGENCY MEDICAL SERVICES

WHEREAS, the Borough of Haddon Heights (hereinafter "Haddon Heights") is a municipal entity organized and existing under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Borough of Barrington (hereinafter "Barrington") is a municipal entity organized and existing under the laws of the State of New Jersey and located in Camden County, and

WHEREAS, the Barrington Ambulance Association (hereinafter "BAA") is a not-for-profit corporation arranged under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, Barrington within its department of public safety, renders support to the BAA which provides emergency medical services to the residents of the Borough of Barrington; and

WHEREAS, Barrington and Haddon Heights previously entered into a Shared Services Agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. relative to providing certain emergency medical services to the residents of Haddon Heights; and

WHEREAS, Barrington previously agreed to permit the BAA to provide the same emergency medical services to the residents of the Borough of Haddon Heights as it provides to residents of the Borough of Barrington for the period of time commencing January 2019 through December 31, 2023; and

WHEREAS, the BAA has faithfully performed said services and provided the same emergency medical services to the residents of the Borough of Haddon Heights as it provides to the residents of the Borough of Barrington for the period of time commencing January 1, 2019 through the present date; and

WHEREAS, Haddon Heights has agreed, after considerable deliberations, to amend its annual payment for the calendar year, 2023 and pay Barrington the sum of twenty thousand dollars (\$20,000.00) per annum, in the interest of fundamental fairness, equity and to allow for the continued efficient operation of the BBA and the high level of services it provides to Haddon Heights residents; and

WHEREAS, Haddon Heights, Barrington and the BAA intend by virtue of this document, attached hereto as "Exhibit A", to set forth the terms and conditions of this Agreement; and

WHEREAS, Haddon Heights, by virtue of the original agreement attached hereto as Exhibit A desires to authorize its proper and respective municipal officials to execute this amendment to the Shared Services Agreement on behalf of the Borough of Haddon Heights.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Haddon Heights, County of Camden, State of New Jersey, that the Shared Services Agreement, is hereby amended to change paragraph 3 to the sum of twenty (\$20,000) per annum during the calendar year 2023.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be affixed as an amendment to the current SSA.

November 21, 2023

Zachary Houck, Mayor

ATTEST:

Kelly Santosusso, RMC, Borough