

RESOLUTION NO. 0032 -2019

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AMENDING RESOLUTION 26-2019
APPROVED ON FEBRUARY 28, 2019**

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the "Authority") felt it was in its best interest to enter into a Shared Services Agreement with the Township of Berkeley regarding providing fuel for Authority vehicles; and

WHEREAS, by Resolution, dated February 28, 2019, said Shares Services Agreement was ratified by the Authority; and

WHEREAS, said Shared Services Agreement did not have an expiration date; and

WHEREAS, it is deemed to be necessary for an expiration date to be referenced in the Shared Services Agreement;

NOW, THEREFORE, BE IT RESOLVED, this 18th day of April, 2019, by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey, as follows:


1. It is agreed that the Shared Services Agreement shall have an expiration date seven (7) years from the date of its implementation.
2. The parties may by mutual agreement renew and extend the Shared Services Agreement at the expiration of the seven (7) year period.
3. The Authority hereby authorizes and directs the Chairperson, Secretary and Executive Director to execute any and all necessary documents in order to implement the intent of this Resolution.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Executive Director to the following:


- a. Honorable Michael W. Hale, Chairperson;
- b. The Municipal Clerk of the Township of Berkeley; and
- c. Berry, Sahradnik, Kotzas & Benson.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Reorganization meeting held on the 18th day of April 2019, a quorum being present and voting in the majority.

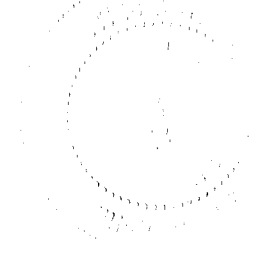


Edward F. Cammarato, Authority Secretary



Michael W. Hale, Authority Chairperson

Prepared by:
BERRY, SAHRADNIK, KOTZAS & BENSON
212 Hooper Avenue
P.O. Box 757
Toms River, New Jersey 08753



RESOLUTION NO. 0033 - 2019

RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, TOWNSHIP OF BERKELEY, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EXTENDED PAID AND UNPAID LEAVE TO EMPLOYEE STEPHEN KASPER FOR THE PERIOD COMMENCING FROM FEBRUARY 13, 2019 THROUGH MAY 13, 2019

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter collectively referred to as the “Authority”) has received a request dated February 20, 2019 from employee Stephen Kasper to take a medical leave of absence for the period commencing February 13, 2019 and continuing through May 13, 2019; and

WHEREAS, as of Stephen Kasper’s anniversary date with the Authority, February 21, 2019, in accordance with the Authority’s Earned Time Off (hereinafter “ETO”) Policy, Stephen Kasper received 264 hours of ETO; and

WHEREAS, as of April 8, 2019, Stephen Kasper has exhausted his Earned Time Off (hereinafter “ETO”) for the current employee fiscal year; and

WHEREAS, Stephen Kasper was absent from work without pay for the period of February 13, 2019 through February 20, 2019, as the employee had exhausted his prior year’s ETO for that period; and

WHEREAS, Stephen Kasper thereafter requested from the Authority to be paid his ETO for a period totaling 264 hours – the amount equivalent to Mr. Kasper’s “ETO Bank” as renewed upon his anniversary date of February 21, 2019 - in connection with his leave; and

WHEREAS, the Authority has determined that Mr. Kasper’s request for usage of 264 hours of ETO time will provide pay to Mr. Kasper for the period ranging from February 21, 2019 until April 8, 2019; and

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

WHEREAS, as Mr. Kasper will have exhausted all accrued ETO as of April 8, 2019, the approved leave from the time period of April 9, 2019 through May 13, 2019 will not be paid by the Authority; and

WHEREAS, the Authority recognizes that this leave will be the third leave granted to Mr. Kasper, said prior leave periods consisting of a first leave from November 21, 2012 through January 14, 2013 and a second leave October 16, 2016 through December 31, 2016 – said second leave being extended to January 31, 2017 by the Authority upon request of the employee; and

WHEREAS, the Authority has granted Mr. Kasper's request for a leave for the period ranging from February 13, 2019 through May 13, 2019 despite the failure of Mr. Kasper to provide advanced notice to Authority for his request for leave; and

WHEREAS, the Authority does consider the absence of Mr. Kasper from employment to constitute an extreme hardship on the Authority's operations, said hardship being enhanced by the absence occurring during the Authority's timeframe for performing meter reading and hydrant flushing; and

WHEREAS, the Authority nevertheless is mindful of those reasons expressed by Stephen Kasper for his sought-after leave; and

WHEREAS, the Authority, although not obligated to comply with the Family Medical Leave Act ("FMLA") given the Authority's size, generally endeavors to accommodate the needs of the Authority's employees; and

WHEREAS, during the requested period of leave from February 13, 2019 through May 13, 2019, the Authority will continue to pay Stephen Kasper's family health, dental & prescription benefits (collectively "health benefits") through May 13, 2019 on the condition

that Stephen Kasper continue making his required health benefits contributions of \$62.83 every two weeks as required by applicable law and the Authority's Rules and Regulations & the Authority's FMLA Policy; and

WHEREAS, in accordance with the Authority's Rules and Regulations, FMLA Policy and applicable law, Stephen Kasper will not be eligible for continued payments by the Authority into Stephen Kasper's pension system nor for contributory insurance contributions for the unpaid period of requested leave from April 1, 2019 through May 31, 2019 as dictated by NJ State PERS; and

WHEREAS, upon his return from medical leave, Mr. Kasper's "anniversary date" shall be modified by the Authority to align with the date that he returns from medical leave and shall thereafter run from one calendar year from the date of his return; and

WHEREAS, Stephen Kasper will next be eligible to receive ETO on the day which falls one year from the day he returns from medical leave; and

WHEREAS, on or by April 12, 2019 Stephen Kasper shall present to the Executive Director a note from his treating physician contained on official physician letterhead which contains an update as to his anticipated return date to work; and

WHEREAS, before Stephen Kasper may return to assume duties at the Authority, Mr. Kasper must present himself to the Authority's physician or other Authority-selected healthcare provider for an examination as to functional capacity; and

WHEREAS, the Commissioners of the Authority recognize that the greatest asset to the Authority is the Authority's staff; and

WHEREAS, the Authority wishes Mr. Kasper a speedy recovery; and

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

WHEREAS, the Authority finds that the recommendation from its Personnel Committee to grant the aforementioned leave is fair and reasonable, and although constituting a hardship to the Authority's operations is made in accordance with the Authority's rules and regulations; and

WHEREAS, Labor Counsel for the Authority has reviewed the recommendations of the Authority's Personnel Committee and concurs with the Personnel Committee's recommendations; and

WHEREAS, the requested leave was considered by the Authority upon Notice to Mr. Kasper and was approved as set forth herein above at the Authority's Public Meeting of February 28, 2019; and

WHEREAS, the Authority now desires to memorialize the determinations made on February 28, 2019:

NOW, THEREFORE, BE IT RESOLVED, this 18th day of April, 2019, by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey, as follows:

1. The Authority accepts the recommendations of the Authority's Personnel Committee and Labor Counsel.
2. The Authority grants employee Stephen Kasper medical leave of absence for the period ranging from February 13, 2019 through May 13, 2019.
3. The Authority grants employee Stephen Kasper's request to use 264 hours of ETO to be paid for the period ranging from February 21, 2019 through April 8, 2019.
4. The Authority grants the employee Stephen Kasper's request and the recommendations of the Personnel Committee that Stephen Kasper be granted unpaid medical

leave for the periods ranging from February 13, 2019 through February 20, 2019 and April 9, 2019 through May 13, 2019.

5. The Authority directs that the Authority will continue to pay the Stephen Kasper's family health, dental & prescription benefits through May 31, 2019 on the express condition that Stephen Kasper continue to pay his health benefits contribution of \$62.83 every two weeks. If such payments are not timely made by Mr. Kasper to the Authority the above referenced benefits cannot be continued by the Authority and are subject to termination by those benefit providers.

6. The Authority directs that the Authority will continue to make pension contributions & contributory insurance contributions until March 31, 2019 but specifically directs that the Authority will stop making such contributions as of March 31, 2019 and shall not make any further contributions until such time as the employee returns to work at the Authority. Contributions will resume upon the date of the employee's NJ State PERS Recertification date. The Authority shall not be responsible for any pension contributions or contributory insurance contributions during any time of unpaid leave by Stephen Kasper.

7. The Authority directs that Stephen Kasper's anniversary date with the Authority shall be modified upon his return to work with the Authority to coincide with the first date worked by Stephen Kasper at the Authority after his return from the medical leave authorized by this Resolution of the Authority.

8. The Authority directs that on or by April 12, 2019, Stephen Kasper shall present to the Executive Director of the Authority an updated note from his treating physician on official physician's letterhead as to his anticipated return date to work.

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

9. The Authority directs that before Stephen Kasper returns to full employment with the Authority, he shall be directed for an examination by the Authority's selected physician or other medical practitioner as to functional capacity.

10. The Authority directs that Stephen Kasper's job with the Authority is protected during the period of leave ranging from February 13, 2019 through May 13, 2019, subject to those conditions contained herein.

11. The Authority hereby authorizes and directs the Chairman, Secretary and Executive Director to execute any and all necessary documents in order to implement the intent of this Resolution.

12. A certified copy of this Resolution shall be forwarded by the Executive Director to the following:

- (a) Honorable Michael W. Hale, Chairman
- (b) Michele R. Nugent, Executive Director
- (c) Brian Blair, Chief of Operations
- (d) Mr. Stephen Kasper
- (e) Robert Budesca, Esquire
- (f) Christopher K. Koutsouris, Esquire.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at a regular meeting held on the 18th day of April, 2019, a quorum being present and voting in the majority.



Edward F. Cammarato, Authority Secretary



Michael W. Hale, Authority Chairman

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

RESOLUTION 2019- 34

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY AUTHORIZING INCREASE OF EMPLOYEE'S SALARY AND
ADOPTING TERMS OF EMPLOYMENT**

WHEREAS, Brian Blair has been employed as the Chief of Operations of the Berkeley Township Municipal Utilities Authority (hereinafter the "Authority"); and

WHEREAS, Authority Resolution 2016-36, as amended and supplemented by Authority Resolution 2017-47, established the terms of Brian Blair's employment with the Authority and the compensation provided by the Authority to Brian Blair for the period of May 20, 2016 through May 19, 2019; and

WHEREAS, as of May 19, 2019, Brian Blair's base compensation is \$83,816.00 to which is added a \$4,000.00 longevity stipend; and

WHEREAS, the Authority and its Personnel Committee have recommended that the Authority establish the terms of Brian Blair's employment for the period of May 20, 2019 through May 19, 2022; and

WHEREAS, the Authority and its Personnel Committee have further recommended the establishment of a salary guide to govern the establishment of Brian Blair's salary for the period of May 20, 2019 through May 19, 2022 ("the relevant period") only:

NOW THEREFORE, BE IT RESOLVED this 18th day of April, 2019 by the Berkeley Township Municipal Utilities Authority as follows:

1. Compensation for Brian Blair for the period covered by this Resolution shall be increased by 3% per annum, starting with the figure of \$87,816.00 as of

May 19, 2019 computed by as follows: adding Brian Blair's then-base salary of \$83,816.00 to his then-longevity stipend of \$4,000.00.

2. For each period covered by this Resolution, longevity due to Brian Blair shall be rolled into Brian Blair's base salary and is reflected solely in the starting figure of \$87,816.00. A separate longevity stipend will no longer be paid by the Authority.
3. Compensation for Brian Blair shall be computed at an annual rate according to the following schedule, payable at such times and pursuant to the standard Authority payroll procedures:

May 20, 2019 – May 19, 2020	\$90,450.00 per annum
May 20, 2020 – May 19, 2021	\$93,164.00 per annum
May 20, 2021 – May 19, 2022	\$95,959.00 per annum

4. As a full time, hourly employee, Brian Blair is eligible for overtime pay in accordance with the policies of the Authority existing at the time overtime is claimed to be due from the Authority by the employee.
5. For the relevant period, Brian Blair shall be entitled to vacation as defined in the Authority Employee Manual.
6. For the relevant period, Brian Blair shall be entitled to sick leave as defined in the Authority Employee Manual.
7. For the relevant period, Brian Blair shall be entitled to personal leave as defined in the Authority Employee Manual. Brian Blair shall provide the Authority Chairman or his designee with at least seventy-two (72) hours written notice prior to taking personal time off, except in cases of emergency. Day(s) shall not be used to extend a holiday or vacation period.

8. The Authority acknowledges that in accordance with the Authority's license stipend policy as amended by the Resolutions of the Berkeley Township Municipal Utilities Authority and the Employee Manual of the Authority, Brian Blair shall be paid an annual water operator license stipend of \$1,000.00 for each year covered by this Agreement that Brian Blair is actually employed by the Authority, payable on or about January 1st of each such year.
9. The Authority acknowledges that Brian Blair shall be paid an additional annual lump sum stipend in the amount of \$5,000.00 for each year covered by this agreement in exchange for Brian Blair's management and supervision of the Berkeley Township Town Hall and Public Works water treatment facilities, payable on or about May 20th of each such year. The Authority, however, shall not pay Brian Blair the \$5,000.00 stipend should the Authority cease management and supervision of the Berkeley Township Town Hall and Public Works water treatment facilities. Furthermore, in the event that Brian Blair should cease employment with the Authority for any reason, including but not limited to retirement or termination, the stipend referenced herein shall be prorated and only be paid for that portion of any year that Brian Blair was actually employed by the Authority.
10. The Authority agrees to provide an Authority owned vehicle to Brian Blair to be utilized by Brian Blair in conducting official Authority business and/or at the discretion of the Chairman of the Authority. Said vehicle is provided at the discretion of the Chairman of the Authority and any authorization for use of said vehicle may be suspended or revoked at the direction of the Chairman of

the Authority. Said vehicle must be registered by the Authority with municipal government plates and properly identified with the Authority's emblem. Brian Blair is responsible for the safe operation and cleanliness of the vehicle. The use of seat belts is mandatory for Brian Blair and all passengers of the vehicle. Brian Blair may utilize said vehicle for commuting purposes.

11. Brian Blair shall also be supplied with a cellular phone by the Authority for use for Authority business and for which the Authority shall be responsible for all costs. Monthly phone records for the assigned Authority cellular phone shall be available to the Commissioners of the Authority to insure compliance with restrictive use.
12. The Authority recognizes that Brian Blair shall be required to be on call via pager on a rotating basis. For each week that Brian Blair is on call, Brian Blair shall be paid by the Authority a pager stipend of \$150.00 per week for each week that he is on call.
13. Brian Blair shall be entitled to receive all of the regular health, prescription and dental coverage afforded to employees of the Authority as set forth in the Employee Manual.
14. Brian Blair shall be entitled to enrollment in the State of New Jersey's pension and State-administered contributory life insurance program.
15. The Authority recognizes that Brian Blair has in the past been an employee at-will of the Authority and will continue to be an employee at-will of the Authority in the Authority's sole and unfettered discretion. This Resolution shall not be considered as a Guarantee of the Contract for a specific period of

employment. With respect to any terms of employment not mentioned herein, including but not limited to hours of employment, restrictions on outside employment, duties and responsibilities, employee benefits, employee expenses, termination of employment and modifications to terms of employment, Brian Blair shall be bound by the terms as expressed in the Berkeley Township Municipal Utilities Authority Manual as he is in fact an employee at-will.

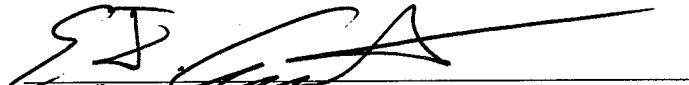
16. The terms of Brian Blair's employment with the Authority as expressed herein shall not extend beyond May 19, 2022.

17. A Certified copy of this Resolution shall be forwarded by the Secretary of the Authority to:

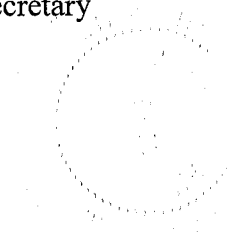
- a. Honorable Michael W. Hale, Chairman
- b. Michele Nugent, Executive Director
- c. Brian Blair, Chief of Operations
- d. Robert D. Budesa, Esquire
- e. Christopher K. Koutsouris, Esquire

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Regular meeting held on the 18th day of April, 2019, a quorum being present and voting in the majority.


Edward F. Cammarato, Authority Secretary


Michael W. Hale, Authority Chairman



Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

2019-35

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 18th day of April, 2019

BETWEEN:

The **BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, a public body politic and corporate of the State of New Jersey, having a principal office at 42 Station Road, Bayville, New Jersey, 08721, its successors and/or assigns

hereinafter referred to as the "Authority";

AND

MICHELE NUGENT,  hereinafter referred to as "Executive Director";

WITNESSETH:

WHEREAS, the Authority has heretofore adopted a Resolution creating the position of Executive Director and has designated the duties of said office; and

WHEREAS, the Authority and the said Executive Director have agreed upon all of the terms and conditions hereinafter set forth in connection with her employment by the Authority;

NOW, THEREFORE, the parties hereto authorize this Agreement for employment of Michele Nugent as Executive Director of The Authority as follows:

1. **TERM**

The term of this Agreement shall be for three (3) years and shall be applied retroactively commencing on April 18, 2019 and terminating on April 17, 2022.

2. **RIGHTS OF THE PARTIES TO EARLY TERMINATION**

Executive Director expressly agrees that in the event she elects to exercise her right to terminate this Agreement prior to April 17, 2022 that she will provide the Authority with not less than sixty (60) days written notice of said election. This will enable the Authority to hire a replacement for the Executive Director and to provide a period of “over-lap” in order to familiarize the superseding Executive Director with the position. The parties agree that the Authority may terminate Executive Director’s employment by submitting written notice to the Executive Director not less than sixty (60) days prior to the effective date of any such termination. The sixty (60) day periods of notice set forth herein may be modified by agreement of the parties. The period of notice set forth herein shall not apply to any termination of the Executive Director which is undertaken with cause.

3. **COMPENSATION**

Compensation for Michele Nugent for the period covered by this Employment Agreement shall be increased by 3% per annum, starting with the figure of \$92,716 as of May 19, 2019 computed by as follows: adding Michele Nugent’s then-base salary of \$88,716 to her then-longevity stipend of \$4,000.00. For each period covered by this Employment Agreement, any longevity due to Michele Nugent shall be rolled into Michele Nugent’s base salary and is reflected solely in the starting figure of \$92,716.00. A separate longevity stipend will no longer be paid by the Authority.

Compensation to Michele Nugent for the term of this Employment Agreement shall be computed at an annual rate according to the following schedule, payable at such times and pursuant to the standard Authority payroll procedures:

Compensation to Michele Nugent for the term of this Employment Agreement shall be computed at an annual rate according to the following schedule, payable at such times and pursuant to the standard Authority payroll procedures:

April 18, 2019 – April 17, 2020	\$95,497.00
April 18, 2020 – April 17, 2021	\$98,362.00
April 18, 2021– April 17, 2022	\$101,313.00

4. **DEVOTION BY EXECUTIVE DIRECTOR OF FULL TIME TO BUSINESS**

Executive Director shall attend to all of the business of the Authority; however, the working hours of the Executive Director shall not necessarily be coincidental with the normal work hours of the staff of the Authority. The parties contemplate that the duties of the Executive Director shall require attendance at evening meetings of the Authority and other meetings both within and without the Township of Berkeley from time to time. Executive Director shall devote, at minimum, forty (40) hours per week, her time, attention, knowledge and skill exclusively to the business and interest of the Authority. Employee shall attend to all of the business of the Authority; however, her hours shall not necessarily be coincidental with the normal work hours for the Office Staff. The regular working days and working hours of the Executive Director shall be determined by the Commissioners of the Authority. The Executive Director shall always act in a manner that advances the best interests of the Authority. The parties agree and acknowledge that the Executive Director's position is a salaried managerial position and, in the event that the Executive Director shall devote more than forty (40) hours of work to the Authority in any given week, the Executive Director shall not be entitled to overtime pay.

5. DESCRIPTION OF DUTIES AND RESPONSIBILITIES

The Authority shall employ the Executive Director, reporting to the Authority, and receiving directions from the Authority as Executive Director. The responsibilities of the Executive Director to the Authority shall consist of the general overall direction of the administration and operation of the Authority and shall include any and all responsibilities incidental thereto as may be assigned from time to time by the Authority to her. These responsibilities shall include, but not be limited to the following:

- (a) Supervise and direct the administrative and operational staff of the Authority;
- (b) Act as liaison between the consulting engineers, solicitor, environmental consultants, and the Authority;
- (c) Development of a table of organization for the Authority;
- (d) Assist in the acquisition of sites and rights-of-way;
- (e) Act as liaison with all Federal and State agencies having jurisdiction over the Authority's activities; review all submissions to such agencies;
- (f) Conduct negotiations on all financial and labor matters;
- (g) Subject to the approval of the Authority, hire all employees and agents;
- (h) Subject to the approval of the Authority, investigate misconduct by employees and undertake corrective and disciplinary actions;
- (i) Prepare for and attend such public hearings as may be necessary or desirable or as directed by the Authority
- (j) Act as liaison between the Authority, governing body, and other local agencies;
- (k) Any and all other service as may be necessary and incidental to implementing all of the above and to facilitate the efficient administration and operation of the Authority in the conduct of its business.

6. **RESTRICTION ON OUTSIDE EMPLOYMENT**

The Executive Director will devote all of her time, attention, knowledge and skill solely and exclusively to the business and interest of the Authority; the Authority shall be entitled to all of the benefits, emoluments, profits or other issues arising from or incident to any and all work, services and advice of the Executive Director; and the Executive Director expressly agrees that during the term of this Agreement, she will not be interested, directly or indirectly, in any form, fashion or manner, as partner, officer, director, stakeholder, advisor, employee, or in any other form or capacity, in any business similar to the Authority's business or any allied trade. The Executive Director will not engage in employment other than the Authority, except for teaching, which must receive prior approval from the Authority. The Executive Director shall at all times comply with the provisions of the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq.

7. **AUTHORITY EQUIPMENT**

Authority Vehicle

- a. The Authority agrees to provide an Authority owned vehicle to the Executive Director to be utilized by the Executive Director in conducting official Authority business and/or at the discretion of the Chairman of the Authority. Said vehicle is provided at the discretion of the Chairman of the Authority and any authorization for use of said vehicle may be suspended or revoked at the direction of the Chairman of the Authority.

Said vehicle must be registered by the Authority with municipal government plates and properly identified with the Authority's emblem. The Executive Director is responsible for the safe operation and cleanliness of the vehicle.

The use of seat belts is mandatory for the Executive Director and all passengers of the vehicle.

The Executive Director may utilize said vehicle for commuting purposes. The Executive Director's utilization of the vehicle for purposes of commuting shall be subject to the Authority's adopted Automobile Fringe Benefit Policy, as established and defined in the Authority Employee Manual.

Authority Cellular Phone

- b. The Executive Director shall also be supplied with a cellular phone by the Authority for use for Authority business and for which the Authority shall be responsible for all costs. Monthly phone records for the assigned Authority cellular phone shall be available to the Commissioners of the Authority to insure compliance with restrictive use.

8. VACATION

The Executive Director shall be entitled to vacation as defined in the Authority Employee Manual.

9. SICK LEAVE

The Executive Director shall be entitled to sick leave as defined in the Authority Employee Manual.

10. PERSONAL LEAVE

For the relevant period, the Executive Director shall be entitled to personal leave as defined in the Authority Employee Manual. The Executive Director shall provide the Authority Chairman or designee with at least seventy-two (72) hours written notice prior

to taking personal time off, except in cases of emergency. Day(s) shall not be used to extend a holiday or vacation period.

11. **EXPENSES**

In addition to the foregoing, Authority agrees that it will reimburse Executive Director for any and all necessary, customary, and usual expense incurred by her while traveling for and on behalf of the Authority pursuant to Authority's direction. Authority, furthermore, agrees to reimburse Executive Director for other necessary and customary out-of-pocket expenses. Authority and Executive Director further agree that the Authority will maintain a policy generally reflecting the, then current, per mile costs for operating a motor vehicle, and that, that amount, per mile, will be paid to the Executive Director by the Authority for travel expenses, only while the Executive Director uses her personal vehicle for the business of the Authority. In the event that any such expenses are incurred, the Executive Director will report them to the Authority's representative as soon as possible but in no event after ten (10) days have elapsed. In the event ten (10) days pass without the Executive Director reporting any such expenses, Executive Director will be deemed to have waived the right to collect said expenses.

12. **OTHER BENEFITS**

In addition to the foregoing, Executive Director will also be provided the following additional benefits:

- a. Medical Insurance as set forth in the Authority Employee Manual
- b. Dental Insurance as set forth in the Authority Employee Manual.
- c. Participation in the State Administered contributory life insurance program.

retirement or termination, the stipend referenced herein shall be prorated and only be paid for that portion of any year that Michele Nugent was actually employed by the Authority.

16. POST-RETIREMENT HEALTH BENEFIT COVERAGE

As permitted by N.J.S.A. 52:14-17.38, the Authority, as a participant in the State Health Benefits Program, has determined to extend post-retirement medical benefits to certain eligible employees. The Authority and Michele Nugent have negotiated Michele Nugent's eligibility for post-retirement medical benefits as follows: Should Michele Nugent retire from employment with the Authority upon or after achieving age 62 with 15 years or more service with the Authority, Michele Nugent shall be eligible for post-retirement medical benefits.

The Authority shall require Michele Nugent to make Retiree Premium Payments in conformance with the state mandated minimum contribution to be made by employees in each year that Retiree Premium Payments are to be made.

The Authority shall not provide coverage to the spouse or dependents of any eligible retired employee, nor shall the Authority provide Medicare reimbursement.

16. HOLIDAYS

The Executive Director shall have the same entitlements given to other employees of the Authority, with regard to all Holidays.

17. **INDEMNIFICATION**

Whenever any civil action has been or shall be brought against the Executive Director for any act or omission arising out of and in course of the performance of her employment, the Authority shall defray all expenses of defending such action, including counsel fees and court cost, if any, and shall save harmless and protect the Executive Director from any financial loss resulting therefrom.

18. **TERMINATION OF AGREEMENT**

In addition to the provisions of early termination set forth in Section 2 above, this Employment Agreement shall terminate and the Executive Director shall cease to be an employee of the Authority and shall receive no further salary or benefits from the Authority upon the occurrence of the following events:

- A. Death of the Executive Director, but for post death benefits, if any;
- B. Mutual Agreement, in writing, of the Executive Director and the Authority;
- C. Cause, which shall be defined to include specifically the following non-exhaustive list of actions of the Executive Director:
 - i. fraud, embezzlement, misappropriation, dishonesty, or breach of trust;
 - ii. a felony or act of moral turpitude;
 - iii. material breach or violation of any or all of the covenants, agreements and obligations of the Executive Director set forth in this Agreement other than as a result of death or disability;
or
 - iv. any other reason that the Authority believes is reasonable.

19. **MODIFICATIONS**

Any modifications to the provisions of this Agreement, or waiver of the provisions and conditions of this Agreement, shall not be effective unless reduced to writing and executed by the Executive Director and the Authority Chairman or designee, after approval by a majority vote of all of the members of the Authority. In the event this Agreement is extended by the Authority and Michele Nugent, such extension, if any, will be reduced to writing and will contain a termination provision of not less than thirty (30) days.

20. **PRIOR REPRESENTATIONS**

This Employment Agreement supersedes any and all prior representations, statements or agreements of any nature whatsoever, written or oral, between the Authority and the Executive Director, and all said representations, statements or agreements are hereby rendered null and void.

21. **GENERAL PROVISIONS**

- A. This Agreement shall constitute the entire Agreement between the parties. Both the Authority and Executive Director acknowledge and agree that no prior representations or promises have been made which are not included herein.
- B. If any provision, or any portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

22. **TRIPPLICATE ORIGINAL**

This Employment Agreement has been executed in three (3) originals, each of which shall be deemed to be an original and binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. The Authority Attorney shall retain one (1) original; the personnel file of the Executive Director shall contain the second original; and the final original will be given to the Executive Director.

23. **WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING**

It is further agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

24. **CONTRACT GOVERNED BY LAW OF STATE OF NEW JERSEY**

The parties hereto agree that it is their intention and covenant that this Agreement and performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of New Jersey and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New Jersey shall be applicable and

shall govern to the exclusion of the law of any other form, without regard to the jurisdiction in which any action or special proceeding may be instituted.

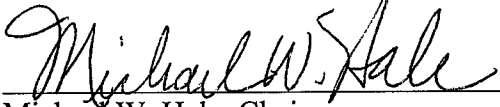
IN WITNESS WHEREOF, the BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY has caused this Agreement to be executed on its behalf by its Chairman or Vice Chairman and duly attested to by its Secretary, and the Executive Director has signed and executed this Agreement as of the date first above written

ATTEST:

BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

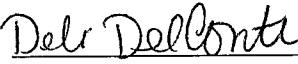


, Secretary



Michael W. Hale, Chairman

WITNESS:





MICHELE NUGENT, Executive Director

RESOLUTION NO. 36 -2019

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY REPEALING AND REPLACING RESOLUTION 027-2014 – HEREBY
ADOPTING CERTAIN PROVISIONS OF CHAPTER 48 (N.J.S.A. 52:14-17.38)
PURSUANT TO WHICH A PUBLIC EMPLOYER MAY AGREE TO PAY FOR THE
STATE HEALTH BENEFIT PLAN (SHBP) COVERAGE OF CERTAIN RETIREES**

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the “Authority”) is a public body corporate and politic of the State of New Jersey and in accordance with the Municipal and Counties Utilities Law, N.J.S.A. 40:14B-1, et seq., is authorized to implement and operate a municipal utilities authority; and

WHEREAS, the Authority previously passed Resolution 027-2014 through which the Authority adopted the provisions of Chapter 48 (N.J.S.A. 52:14-17.38) which entitled the Authority to pay for the State Health Benefits Plan (SHBP) coverage of certain retirees; and

WHEREAS, the Authority now seeks to repeal Resolution 027-2014 and replace Resolution 027-2014, modifying the classes of Authority employees who are eligible post-retirement SHBP coverage; and

WHEREAS, in adopting the provisions of Chapter 48 through this Resolution, the Authority **does** desire to make SHBP coverage available to all Authority retirees who retire with 25 years or more of pensionable service **and** with 15 years of pensionable service at the Berkeley Township Municipal Utilities Authority, regardless of age, as explained in Options 2 and 2A on the appended *Resolution Addendum*; and

WHEREAS, in adopting the provisions of Chapter 48, the Authority **does not** desire to make available SHBP coverage for all Authority retirees who retire on any form of disability pension as explained on Option 1 on the appended *Resolution Addendum*; and

WHEREAS, in adopting the provisions of Chapter 48, the Authority **does not** desire to make available SHBP coverage for all Authority retirees in accordance with Options 3 and 3A

on the appended *Resolution Addendum*, as such options would only make retiree coverage available to those employees who had already achieved 65 years of age in addition to the mandatory service requirement; and

WHEREAS, in adopting the provisions of Chapter 48, the Authority **does not**, desire to make available SHBP coverage for all Authority retirees who retire at age 62 or older with 15 years or more of Service to the Authority, as explained in Option 4 on the appended *Resolution Addendum*; and

WHEREAS, although this Resolution expresses the intent and desire of the Authority with regard to the blanket provision of SHBP coverage to Authority employees, the Authority specifically extends to itself the Authority to negotiate, through the adoption of labor agreements or employment agreements, Chapter 48 benefits for individuals or groups that fall within any of the options permitted as set forth upon the appended *Resolution Addendum*; and

WHEREAS, unless otherwise provided for in a separately negotiated and duly adopted labor or employment agreement, the Authority shall require each eligible retiree to whom Chapter 48 SHBP retiree coverage is extended to make Retiree Premium Payments in conformance with the state mandated minimum contribution to be made by employees in the given year for which Retiree Premium Payments are made; and

WHEREAS, in adopting the provisions of Chapter 48, unless otherwise provided for in a separately negotiated and duly adopted labor or employment agreement, the Authority **shall not** provide SHBP retiree coverage to spouses or dependents of eligible retired employees; and

WHEREAS, in adopting the provisions of Chapter 48, unless otherwise provided for in a separately negotiated and duly adopted labor or employment agreement, the Authority **shall not** provide premium payments for surviving spouses of eligible retired employees; and

WHEREAS, in adopting the provisions of Chapter 48, the Authority notes that there are no current retirees nor eligible retirees of the Authority and, therefore, benefits being adopted by the Authority **do not** apply to current retirees of the Authority; and

WHEREAS, any otherwise eligible employee **shall not** be eligible to receive Chapter 48 benefits if said employee is eligible to receive medical benefits from another source such as another employer; and

WHEREAS, the Authority **shall not** extend to any otherwise eligible employee any form of monetary buyout in lieu of offering benefits:

NOW THEREFORE, BE IT RESOLVED this 18th day of April, 2019 by the Berkeley Township Municipal Utilities Authority as follows:

1. The Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey, SHBP ID Number 184700, hereby elects to adopt the provisions of N.J.S.A. 52:14-17.38 and adhere to the rules and regulations promulgated by the State Health Benefits Commission and School Employees' Benefits Commission to implement the provisions of that law.
2. This resolution affects employees as shown on the Chapter 48 *Resolution Addendum* and specifically as set forth in the preamble to this Resolution. It is effective the First Day of May, 2019.
3. We are aware that the adoption of this resolution does not free us of the obligation to pay for post-retirement medical benefits of retirees or employees who qualified for those payments under any *Chapter 88 Resolution* or *Chapter 48 Resolution* adopted previously by the governing body.

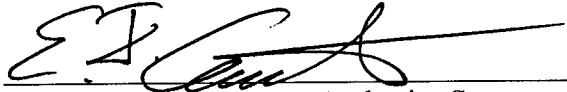
4. We agree that this *Resolution* will remain in effect until properly amended or revoked with the SHBP and/or SEHBP. We recognize that, while we remain in the SHBP and/or SEHBP, we are responsible for providing the payment of post-retirement medical coverage as listed in the attached *Chapter 48 Resolution Addendum* for all employees who qualify for this coverage while this *Resolution* is in force.
5. We understand that we are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances, and resolutions that detail post-retirement medical payment obligations we undertake. We also recognize that we may be required to provide the Division with information needed to carry out the terms of this *Resolution*.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Executive Director to the following:

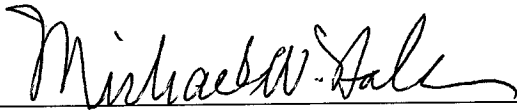
- (a) State Health Benefits Commission;
- (b) Division of Pensions and Benefits;
- (C) Honorable Michael W. Hale, Chairman
- (D) Michele Nugent, Executive Director
- (E) Robert D. Budesha, Esquire
- (F) Christopher K. Koutsouris, Esquire

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Regular meeting held on the 18th day of April, 2019, a quorum being present and voting in the majority.



Edward F. Cammarato, Authority Secretary



Michael W. Hale, Authority Chairman

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS
Forked River, New Jersey 08731