

**ORDINANCE 6-2006**

**ORDINANCE OF THE BOROUGH OF MADISON AMENDING CHAPTER A238 OF THE BOROUGH CODE ENTITLED "MADISON-CHATHAM JOINT MEETING"**

-

**WHEREAS**, the Madison-Chatham Joint Meeting has revised its bylaws and adopted the revised bylaws by resolution #05-19; and

**WHEREAS**, the Council of the Borough of Madison desires to amend Chapter A238 of the Borough Code to reflect such amended bylaws.

**NOW, THEREFORE, BE IT ORDAINED**, by the Council of the Borough of Madison in the County of Morris in the State of New Jersey as follows:

**SECTION 1**: Madison Borough Code Chapter A238, entitled "Madison-Chatham Joint Meeting" shall be amended as set forth on the attached Schedule A.

**SECTION 2**: This Ordinance shall take effect as provided by law.

ADOPTED AND APPROVED

---

ELLWOOD R. KERKESLAGER, Mayor

Attest:

---

MARILYN SCHAEFER, Borough Clerk

**SCHEDULE A**

-

**BY-LAWS**

**OF THE MADISON-CHATHAM JOINT MEETING**

## **ARTICLE I - NAME, MEMBERSHIP, PURPOSE AND LOCATION**

### **SECTION 1: NAME**

This Meeting composed of the Members of the Governing Bodies of the municipalities of Madison and Chatham, located in the County of Morris, in the State of New Jersey, shall be known as the "**MADISON-CHATHAM JOINT MEETING**".

### **SECTION 2: MEMBERSHIP**

The Members of the Joint Meeting shall consist of:

A. All of the elected representatives, namely, the six elected council representatives and the Mayor, of the Governing Body of the Borough of Madison, a municipal corporation and body politic of the State of New Jersey, located at Hartley Dodge Memorial, Madison, New Jersey 07940; and

B. All of the elected representatives, namely, the six elected council representatives and the Mayor, of the Governing Body of the Borough of Chatham, a municipal corporation and body politic of the State of New Jersey, located at Municipal Building, 54 Fairmount Avenue, Chatham, New Jersey 07928.

For the purposes of ARTICLE VI entitled "VOTING PROCEDURE," each municipal corporation shall be deemed one local governmental unit entitled to cast one (1) vote each.

### **SECTION 3: PURPOSE**

The purpose of the Joint Meeting shall be to provide, maintain and operate a sewerage system and treatment facility for the Borough of Madison and the Borough of Chatham.

### **SECTION 4: LOCATION**

The Joint Meeting's principal office shall be at the Administration Building at the Molitor Water Pollution Control Facility, North Passaic Avenue, Chatham, New Jersey.

## **MCJM BY-LAWS**

**PAGE 2**

**ARTICLE II – RULES OF ORDER, MEETINGS**

**SECTION 1: RULES OF ORDER**

The deliberation of the Madison-Chatham Joint Meeting shall be governed by Roberts Rules of Order.

**SECTION 2: REGULAR MEETINGS**

The Regular Meetings of the Joint Meeting shall be held on the third Monday of January, April, July and October. The time of the meeting shall be 8:00 PM prevailing

time. If any meeting falls on a State Holiday, the Joint Meeting shall meet on the Tuesday of that week.

**SECTION 3: ANNUAL MEETING**

The Annual Meeting of the Joint Meeting shall be held on the third Monday of January of each year immediately following the regular meeting, unless the Joint Meeting shall by resolution fix another place, time or day within said month. At the Annual Meeting, a schedule of Regular meetings, Finance Committee and Operating Committee meetings shall be determined and notice of such meetings shall be disseminated to the public in accordance with the Open Public Meetings Act. (P.L. 1975 c. 231).

**SECTION 4: SPECIAL MEETING**

A Special Meeting may be called by the Chair or Vice Chair of the Joint Meeting. No business shall be transacted at a Special Meeting except that for which the meeting was called. Any such special meeting shall be properly noticed pursuant to the Open Public Meetings Act (P.L. 1975 c. 231).

**SECTION 5: PLACE OF MEETING**

Annual, regular, special, emergency or adjourned meetings may be held at the principal office of the Joint Meeting, or the Municipal Administration Building of the Borough of Madison, or the Municipal Building of the Borough of Chatham, or at such other place in either of the two communities as determined by the Chair. If no such determination is made, then the place of the meeting shall be the principal office of the Joint Meeting.

**SECTION 6: NOTICE**

Notices of the regular meeting and the annual meeting shall be sent to all Members of the Governing Bodies and the respective attorneys of Madison and Chatham at least five

## **MCJM BY-LAWS**

### **PAGE 3**

days before the time fixed for holding said meetings. For special and adjourned meetings, such notice as is practical shall be given. In the call for a special meeting, the purposes for which the meeting is being called shall be stated. Notice of any meeting shall include the place of the meeting if such place is not the principal office of the Joint

Meeting. Notice of any Special Meeting shall be given to the public at least 48 hours in advance of the meeting time in accordance with the Open Public Meetings Act (P.L. 1975 c. 231).

### **SECTION 7: QUORUM**

No business shall be transacted at any meeting called except there be present at least (3) Members of each Governing Body provided, however; the quorum for transaction of business by the Finance Committee shall be as set forth in Article IV, Section 2 and the quorum for transaction of business by the Operating Committee shall be as set forth in Article IV, Section 3.

### **SECTION 8: ADJOURNED MEETING**

Those Members in attendance at a meeting where there is no quorum shall adjourn said meeting to some other day or days until a quorum is present. Notice of such re-scheduled meeting shall be given to the public at least 48 hours in advance of the meeting time in accordance the Open Public Meetings Act (P.L. 1975 c. 231).

### **SECTION 9: EMERGENCY MEETING**

In the event of an emergency, the Chair or Vice Chair shall call such a Meeting by use of any available means of communication, including but not limited to telephone, messenger, electronic mail, facsimile transmission or other means and shall notify the public as best possible in accordance with Section 4(b) of the Open Public Meetings Act (P.L. 1975 c. 231.)

## **ARTICLE III - OFFICIALS AND THEIR DUTIES**

### **SECTION 1: OFFICERS**

The officers other than the Chair and Vice Chair of this Joint Meeting shall be appointed by the Mayors of each municipality of the Joint Meeting. The Chair shall be appointed as set forth in

Section 2 of this ARTICLE III. There shall be a Secretary appointed by the Members of the Joint Meeting and a Treasurer appointed by Members

## **MCJM BY-LAWS**

### **PAGE 4**

of the Joint Meeting, neither of whom shall be appointed from among the Members of the Joint Meeting. The Office of Secretary and Treasurer can be held by the same person upon approval of the Joint Meeting.

All officers shall be appointed at the Annual Meeting for a period of one year or until their successors shall have been duly appointed and qualified.

## **SECTION 2: CHAIR PERSON AND VICE CHAIR PERSON**

### **CHAIRPERSON**

The presiding officer of the Joint Meeting shall be known as the Chair. The Mayor of each municipality shall alternate in this office with the Mayor of Madison as Chair in 1963 and subsequent odd years, and the Mayor of Chatham in 1964 and subsequent even years.

The Chair shall preside at all annual, regular, special and emergency meetings of the Joint Meeting. The Chair shall execute such papers and documents calling for signature when so authorized by the Joint Meeting. The Chair or Vice Chair of the Joint Meeting may call special meetings. With the approval of the Joint Meeting, the Mayor of each municipality, respectively, shall appoint at the Annual Meeting Members of the Standing Committees, the Chair of each Standing Committee, the Superintendent of the Molitor Water Pollution Control Facility, the Auditor, Engineers and the Attorneys. The Chair may appoint an Assistant Superintendent of the Molitor Water Pollution Control Facility with approval of the Joint Meeting. He/she shall be, ex officio, a Member of the Finance Committee, Operating Committee and Budget Committee.

### **VICE CHAIRPERSON**

In the absence of the Chair of the Joint Meeting, the Vice Chair shall perform all duties of the Chair for the Meeting. He/she shall be, ex officio, a Member of the Finance Committee, the Operating Committee and the Budget Committee.

## **SECTION 3: SECRETARY**

The Secretary shall perform all the duties usually devolving upon such office. Such duties shall include the custody of the official documents of the Joint Meeting, the keeping of accurate

records of the minutes and resolutions of the Joint Meeting and of those committees requesting the Secretary to do so, sending out notices of meetings to Members of the Joint Meeting, newspapers, and the public in accordance with the Open Public Meetings Act (P.L. 1975 c. 231), and sending the minutes of the meetings to all Members and the performance of such special services as the Joint Meeting shall require.

## **MCJM BY-LAWS**

### **PAGE 5**

#### **SECTION 4: TREASURER**

The Treasurer shall keep records of all the financial transactions of the Joint Meeting. He/she shall pay from the Joint Meeting funds such bills as are signed by the Finance Committee and approved by the Joint Meeting. The Treasurer shall collect all monies due to the Joint Meeting, depositing same in such bank or banks as may be directed by resolution of the Joint Meeting. He/she shall submit monthly a statement to the Joint Meeting and a comprehensive report semi-annually. He/she shall execute such papers

and documents calling for his/her signature when so authorized by the Joint Meeting. All transactions of the Treasurer must receive the approval of the Joint Meeting to make them final and of record.

#### **SECTION 5: OTHER OFFICIALS**

In addition to the aforementioned officers, there shall be appointed by resolution at each Annual Meeting, a Superintendent of the Molitor Water Pollution Control Facility, an Auditor, Engineers and Attorneys. They shall serve for one year or until their successors have been duly appointed and qualified. The Auditor, Engineers and the Attorneys shall serve at the pleasure of the Joint Meeting, and may be relieved of their duties at any time by resolution of the Joint Meeting. Their duties shall be designated in the resolutions of appointment. An Assistant Superintendent of the Molitor Water Pollution Control Facility may be appointed with the approval of the Joint Meeting.

## **ARTICLE IV – COMMITTEES**

### **SECTION 1: STANDING COMMITTEES**

There shall be three Standing Committees, namely, the Finance Committee, the Operating Committee and the Budget Committee. Members of these committees, and the Chairman of the

Finance Committee and the Chairman of the Operating Committee shall be appointed at the Annual Meeting by the Mayors of the respective municipalities of the Joint Meeting, subject to confirmation by the Joint Meeting. Committee Members shall serve for one year or until their successors have been duly appointed and qualified. The Chair of the Finance Committee and the Chair of the Operating Committee shall not be from the same municipality.

## **SECTION 2: FINANCE COMMITTEE**

The Finance Committee shall consist of (6) Members. No business shall be transacted at any meeting of the Finance committee except where there be present at least one (1) Member of each Governing Body. Action shall be taken by a vote cast by a majority of the municipalities present. If less than a quorum of such municipal body is present, the

## **MCJM BY-LAWS**

### **PAGE 6**

vote of that municipality may be cast by that Member provided that no action shall become operative or be binding on the Joint Meeting or either of the municipalities unless concurred in by the Governing Body of such municipality. Such action of the Finance Committee shall be deemed binding upon adoption of a concurring resolution of such municipal body. However, any action taken by the Finance Committee at a meeting where there are present three (3) Members from each municipality shall not require a concurring resolution of the municipalities.

The principal duties and responsibilities of the Finance Committee shall be:

Prescribe and direct the methods of reporting and accounting of all fiscal matters of the Joint Meeting.

Examine and approve all bills and claims (vouchers) for payment rendered against the Joint Meeting. Approval of vouchers shall be indicated by the signature on a voucher register by a Member of the Committee from each of the municipalities in a form prepared by the Secretary/Treasurer of the Joint Meeting. All vouchers shall first be approved by the Operating Committee as outlined in Article IV, Section 3.

A Petty Cash Fund shall be recommended by the Finance Committee and approved by the Joint Meeting for the use of the Superintendent of the Molitor Water Pollution Control Facility who shall account for said funds to the Finance Committee.

## **SECTION 3: OPERATING COMMITTEE**

The Operating Committee shall consist of (6) Members. No business shall be transacted at any meeting of the Operating Committee except where there be present at least one (1) Member of

each Governing Body. Action shall be taken by a vote cast by a majority of the municipalities present. If less than a quorum of such municipal body is present, the vote of that municipality may be cast by that Member provided that no action shall become operative or be binding on the Joint Meeting or either of the municipalities unless concurred in by the Governing Body of such municipality. Such action of the Operating Committee shall be deemed binding upon adoption of a concurring resolution of such municipal body. However, any action taken by the Operating Committee at a meeting where there are present three (3) Members from each municipality shall not require a concurring resolution of the municipalities.

The Operating Committee shall have supervision of the Molitor Water Pollution Control Facility and the Joint Sewer lines during the intervals between the regular meetings of the Joint Meeting.

## **MCJM BY-LAWS**

### **PAGE 7**

The Operating Committee shall have supervision of Joint Meeting employees during the intervals between the regular meetings of the Joint Meeting, and shall manage such personnel matters which may arise as more fully set forth in the most recently adopted edition of the Personnel Policies and Practices Manual of the Madison-Chatham Joint Meeting, a copy of which is incorporated herein by reference.

The approval of bills by the Operating Committee shall be evidenced by the signature on the voucher register of a Member of the committee from each of the municipalities.

The signers for the Operating Committee cannot be the same as the signers for the Finance Committee.

Such action as it may take in exercising supervision as delegated in this ARTICLE IV, Section 3 shall be subject to approval by the Joint Meeting at the next regular meeting of the Joint Meeting.

## **SECTION 4: BUDGET COMMITTEE**

The Budget Committee shall consist of the Chairman of the Finance Committee and the Chairman of the Operating Committee and may include such other Members of the Joint Meeting as the Chair of the Budget Committee may wish. The Chair of the Finance Committee shall be the Chair of the Budget Committee.

It shall be the responsibility of the Budget Committee to prepare and present to all Members prior to December 15th a proposed Budget for the following year so that each Member may review the details before the regular January Meeting.



## **SECTION 5: SPECIAL COMMITTEES**

Special Committees may be appointed by the Chair of the Joint Meeting at any time for the purpose other than those embraced in the duties of the Standing Committees.

## **SECTION 6: COMMITTEE REPORTS**

All Committees, both Standing and Special, shall submit in writing reports of their operations or recommendations when requested by the Chair of the Joint Meeting.

## **SECTION 7: MEETINGS OF FINANCE COMMITTEE AND OPERATING**

### **COMMITTEE**

The Finance Committee and Operating Committee shall be chaired by the Chairman of the Operating Committee and shall meet jointly on the third Monday of each month except those designated for regular meetings of the Joint Meeting. Should those dates fall on a State Holiday, the Tuesday following shall be the date of the meeting.

## **MCJM BY-LAWS**

### **PAGE 8**

## **ARTICLE V - ORDER OF BUSINESS**

### **SECTION 1 : REGULAR MEETINGS**

1. Statement of notice to the public in accordance with the Open Public Meetings Act. (P.L. 1975 c. 231)
2. Roll Call
3. Approval of Minutes
4. Superintendent's Report
5. Approval for Payment of Vouchers Rendered
6. Officials Reports
  
7. Engineer's Report

8. Reports of Standing Committees

9. Reports of Special Committees

10. Communications

11. Introduction of Resolutions

12. Meeting Open to the Public

13. Old Business

14. New Business

15. Adjournment

## **SECTION 2: AT THE ANNUAL MEETING**

1. Statement of Notice to the Public in accordance with the Open Public Meetings Act. (P.L. 1975 c. 231)

2. Roll Call

3. Election of Officers

### **MCJM BY-LAWS**

#### **PAGE 9**

4. Appointment of Committees (Operating, Finance, Budget Committee)

5. Appointment of Superintendent of Disposal Plant

6. Appointment of Assistant Superintendent of Disposal Plant

(if one is to be appointed)

7. Appointment of Auditor

8. Appointment of Attorneys
9. Appointment of Engineers
10. Other Appointments
11. Setting Dates for Quarterly Meetings and Finance and Operating Committee Meetings
12. Designation of Newspapers and Fixing Charges
13. Appointment of Municipal Insurance Services
14. Designation of Banks or Depositories and Signature Authorization
  
15. Salary Resolution
16. Budget Resolution and Allocation between Boroughs
17. Resolution Setting Bond for Treasurer
18. Meeting Open to the Public
19. Old Business
20. New Business
21. Adjournment

### **SECTION 3: FINANCE COMMITTEE AND OPERATING COMMITTEE MEETING**

Statement of Notice to the Public in accordance with the Open Public Meetings Act. (P.L. 1975 c. 231)

Roll Call

Engineering

Treasurers Report

Meeting Open to the Public

Old Business

New Business

Adjournment

### **SECTION 4: AT SPECIAL OR EMERGENCY MEETINGS**

1. Statement of Notice to Public in accordance with the Open Public Meetings Act. (P.L. 1975 c. 231)

2. Roll Call

3. Reading of the Notice of Special/Emergency Meeting

4. Meeting Open to the Public

5. The business for which the Meeting was called shall be considered in the order stated in the Notice.

6. If the Meeting is an Emergency Meeting, then the Joint Meeting may hold a meeting notwithstanding the failure to provide adequate notice if it meets the four criteria set forth in Section 4(b) of the Open Public Meetings Act (L. 1975, c. 231).

7. Adjournment

## **MCJM BY-LAWS**

### **PAGE 11**

#### **SECTION 4: CHANGES TO THE ORDER OF BUSINESS**

No departure from the regular order of business shall be allowed nor shall any rule be suspended except by a majority vote of each municipality.

#### **ARTICLE VI - VOTING PROCEDURE**

##### **SECTION 1: VOTING**

Madison and Chatham shall each be entitled to one vote on all motions, resolutions, appointments and other proceedings taken in or by the Joint Meeting. Such vote for each municipality shall be cast and announced as is directed by the majority of all the Members of that municipality present at such Joint Meeting.

##### **SECTION 2: ARBITRATION**

In the event of a tie which cannot be resolved in the Joint Meeting, the matter shall be referred to a Board of Arbitration consisting of three Members. The Governing Bodies of Madison and Chatham shall select one Member each, and the third Member shall be elected by the other two Members chosen by the municipalities. Said Board of Arbitration shall consider and arbitrate the matter in dispute, and the decision of the majority of said Board shall be binding upon Madison and Chatham and the Joint Meeting. The cost of such arbitration shall be borne equally by Madison and Chatham.

#### **ARTICLE VII - PROCEDURE FOR PAYMENT OF BILLS**

##### **SECTION 1: VOUCHERS**

All bills against the Joint Meeting shall be itemized in detail, properly sworn to by the claimant, and presented on the authorized voucher form prescribed and furnished by the Joint Meeting.

## **SECTION 2: CERTIFICATION**

All bills must be certified by a minimum of one official from each municipality as to the quantity and quality of materials or goods received, and as to the satisfactory performance of services rendered. This is accomplished by signing a voucher register at the monthly meeting.

## **MCJM BY-LAWS**

### **PAGE 12**

## **SECTION 3: APPROVALS**

All bills must be approved for payment by the Joint Meeting before checks in payment thereof will be issued. All checks must be signed by any two of the following individuals: the Chair of the Joint Meeting, the Chair of the Finance Committee, the Mayor of the non-presiding municipality and the Treasurer of the Joint Meeting.

## **ARTICLE VIII – INSURANCE AND DEFENSE AND INDEMNIFICATION OF JOINT MEETING OFFICIALS AND EMPLOYEES**

### **SECTION 1: INSURANCE**

The Joint Meeting shall secure and maintain at all times for the protection of the Joint Meeting such public liability, property damage and any and all other forms of insurance as it may deem necessary.

### **SECTION 2: INDEMNIFICATION AND LEGAL DEFENSE**

Except as hereinafter provided, the Joint Meeting shall, upon the request of any present or former Member, employee or appointee of the Joint Meeting, provide for indemnification and legal defense of any civil action brought against said person or persons arising from an act or omission falling within the scope of their public and/or assigned duties.

#### **A. DEFINITIONS**

The terms of this ARTICLE VIII and the definition of Member, employee and appointee are to be construed liberally in order to effectuate the purposes of this ARTICLE VIII except that these terms shall not mean: a) any entity who is not a natural person; b) any person while providing goods or services of any kind under any contract with the Joint Meeting except an employment

contract; c) any person while providing legal or engineering services for compensation unless said person is a full-time employee of the Joint Meeting; and d) any person who as a condition of his or her appointment or contract is required to indemnify and defend the Joint Meeting and/or secure insurance.

## **B. CIVIL ACTIONS**

The Joint Meeting shall provide for defense of and indemnify any present or former Member, employee or appointee of the Joint Meeting whenever any action has been or shall be brought against such person, if the person or persons involved: a) acted or failed to act in a matter in which the Joint Meeting has or had an interest; b) acted or

## **MCJM BY-LAWS**

### **PAGE 13**

failed to act in the discharge of a duty imposed or authorized by law; and c) acted or failed to take action in good faith.

## **C. COSTS AND COUNSEL FEES**

In indemnifying and defending such persons, the Joint Meeting shall incur all costs of defending such action, which defense shall extend to a cross-claim or counterclaim against such person, as well as the costs of appeal, if any, including reasonable counsel

fees and expenses, and shall save harmless and protect such person for any financial loss resulting therefrom.

## **D. PUNITIVE DAMAGES**

The Joint Meeting shall not indemnify any person against the payment of punitive damages, penalties or fines, but may provide for the legal defense of such claims in accord with the standards set forth herein. The Joint Meeting may refuse to provide for the defense and indemnification of any civil action referred to herein if the Joint Meeting determines that: a) the act or omission did not occur within the scope of a duty authorized or imposed by law; b) the act or failure to act was the result of actual fraud, willful misconduct or actual malice of the person requesting defense and indemnification; or c) the defense of the action or proceeding by the Joint Meeting would create a conflict of interest between the Joint Meeting and the person or persons involved.

## **E. CRIMINAL PROCEEDINGS**

In any other action or proceeding, including criminal proceedings, the Joint Meeting may provide for the defense of a present or former Member, employee or appointee, if the Joint Meeting first determines that such representation is in the best interest of the Joint Meeting and that the actions of the person to be defended did not constitute actual fraud, actual malice, gross

misconduct, an intentional tort, or an intentional violation of any federal or state environmental law or regulation promulgated thereunder.

#### **F. EXCLUSIVE CONTROL BY THE JOINT MEETING**

Whenever the Joint Meeting provides for the defense of any action set forth herein and as a condition of such defense, the Joint Meeting may assume exclusive control over the representation of such persons defended and such persons shall cooperate fully with the

Joint Meeting. In the event that any Member or employee or appointee engages an attorney without the approval of the Joint Meeting and prior agreement as to the cost of services, all costs so incurred shall be the sole responsibility of such Member, employee, or appointee.

#### **MCJM BY-LAWS**

**PAGE 14**

#### **G. MANNER OF DEFENSE**

The Joint Meeting may provide for the defense pursuant to this ARTICLE VIII by authorizing its attorney to act on behalf of the person being defended or by employing other counsel for this purpose or by asserting the right of the Joint Meeting under any appropriate insurance policy that requires the insurer to provide defense.

#### **H. EXCEPTIONS**

Notwithstanding anything to the contrary set forth above, the Joint Meeting will not be responsible for indemnification under the following conditions.

(1) Judgment or settlement of a civil cause of action relating to a claim based

upon willful fraud, malice, or misconduct.

(2) Judgments calling for punitive or exemplary damages, unless there is a

judicial determination that the actions of the officer, employee or appointee

did not constitute actual fraud, actual malice, gross misconduct, or an

intentional tort.



(3) Any insurance coverage is available for payment.

(4) Where any officer, employee, or appointee is found to have acted in violation of the Local Government Ethics Law, N.J.S.A. 40A:22-1 et. seq.

(5) Where any officer, employee, or appointee who purposely, knowingly or recklessly violates the Water Pollution Control Act.

## **ARTICLE IX - AMENDMENTS**

**SECTION 1:** These By-Laws shall not be amended except at a Regular Meeting of the Joint Meeting. All proposed amendments shall be submitted in writing at a regular meeting, read and referred to the next Regular Meeting of the Joint Meeting for a vote on the proposed amendments.

**SECTION 2:** In all instances in which the Joint Meeting shall be required to act in accordance with law for the purpose of the operation and maintenance of the Joint Meeting, and where there are no provisions in these By-Laws for the procedure governing such act or acts, the Members acting as a municipal corporation shall have full power and authority to act as if such power and authority were vested herein.

Introduced and passed: March 27, 2006

Published, Madison Eagle: March 30, 2006

Hearing date set: April 10, 2006

Upon final adoption, published, Madison Eagle: April 13, 2006