

# LAW ENFORCEMENT SHARED SERVICES FEASIBILITY STUDY



PREPARED FOR

**TOWNSHIP OF CINNAMINSON  
BOROUGH OF PALMYRA  
& BOROUGH OF RIVERTON**

COUNTY OF BURLINGTON, STATE OF NEW JERSEY

**FINAL REPORT—FEBRUARY 2010**



RIVERFRONT REGIONAL POLICE STUDY

**EXECUTIVE SUMMARY ..... 2**

*Background*..... 2

*Status*..... 2

*Methods*..... 2

*Results*..... 2

**INTRODUCTION ..... 3**

    SURVEY OVERVIEW ..... 3

*Study Methodology In General*..... 3

*Municipal Characteristics*..... 4

*Current Police Services*..... 7

*Police Identity*..... 9

    IMPLEMENTATION CONSIDERATIONS ..... 10

*Shared Services In General*..... 10

*Police Powers* ..... 11

*Understanding Municipal Policing Needs* ..... 11

**RECOMMENDATIONS ..... 12**

    OVERVIEW ..... 12

    DISCUSSION OF SERVICE DELIVERY OBJECTIVES ..... 12

*Costs and Benefits of a Shared Service Delivery Model* ..... 12

    FIELD INVESTIGATION FINDINGS ..... 14

*Operational Benefits*..... 14

*Assessing Future Challenges* ..... 15

*Financial Benefits* ..... 16

    RECOMMENDATIONS FOR FUTURE CONSIDERATION ..... 17

*Formalizing Sharing Arrangements*..... 17

*Future Study Warranted* ..... 17

    OTHER CONSIDERATIONS..... 18

*Seniority*..... 18

*Riverton Promotion* ..... 18

*Savings Potential through Executive, Legislative and Regulatory Action*..... 20

    FUNDING SOURCES ..... 22

*SHARE Grant* ..... 22

**CONCLUSION ..... 23**

**APPENDIX 1 - SUMMARY OF INTERVIEW NOTES ..... 24**

    BOROUGH OF RIVERTON POLICE DEPARTMENT ..... 24

    BOROUGH OF PALMYRA POLICE DEPARTMENT ..... 26

    TOWNSHIP OF CINNAMINSON POLICE DEPARTMENT..... 28

**APPENDIX 2 – SHARED SERVICES STATUTES..... 31**

**APPENDIX 3 – LOCATOR MAPS ..... 52**

# Executive Summary

## Background

This is an executive summary of the Final Draft Report for the Riverfront Regional Police Study Group, an analysis of the feasibility of regionalizing or otherwise sharing law enforcement services delivery in the Township of Cinnaminson and the Boroughs of Riverton and Palmyra, three contiguous municipalities in Burlington County, New Jersey. The report was prepared by the Patriot Consulting Group, Inc., which also conducted the investigation and analysis.

## Status

Work on this project is complete and this report contains a detailed analysis of the feasibility of sharing law enforcement services in and between the studied communities but does not recommend regionalization at this time. The analysis and recommendations detail why regionalization is not feasible at this time and how the communities could potentially regionalize their police departments in the future.

## Methods

This report was prepared following an in depth study of the issues relative to the possible regionalization of police services. This analysis was executed utilizing a combination of interviews, site visits, and research, including reviewing documents, reports, run surveys, organization charts, codes, ordinances, resolutions, statutes, schedules, policies, procedures, guidelines, records and other items necessary or important to this assessment.

Patriot's investigation was guided by specific decision rules individually established by the participating municipalities.

## Results

The investigation and analysis resulted in a pool of data that suggested that regionalization of law enforcement service delivery in the studied area could be feasible in certain alignments but that such regionalization is not feasible at this time. This recommendation is based upon the following three key considerations:

- ★ Lack of Financial Benefit
- ★ Lack of Operational Benefit
- ★ Unpredictable Operational Challenges

## Introduction

This draft is an internal working document and remains the property of the Patriot Consulting Group, Inc. Unauthorized possession of this document and/or any attachments thereto is considered theft and will be prosecuted to the fullest extent of law. It must be returned to Patriot Consulting Group, Inc. upon request or demand.

This is a draft version of the final report of the Riverfront Police Study Group; a study of the feasibility of sharing or regionalizing law enforcement services between and among the Township of Cinnaminson, the Borough of Palmyra and the Borough of Riverton, three municipal corporations located adjacent to the Delaware River in the County of Burlington, State of New Jersey.

This report reflects months of survey, investigation and analysis of the various component parts of law enforcement service delivery in the participating communities. The recommendations and observations contained herein are designed to advise municipal leaders on the feasibility of sharing areas of law enforcement services and/or to offer explanations of why services cannot or should not be shared.

## Survey Overview

### Study Methodology In General

Throughout this study, Patriot has endeavored to conduct a fair, accurate and balanced evaluation of how the participating communities might share law enforcement services. Patriot made every effort to identify key stakeholders that could potentially be affected by the various implementation options and involved them very early in the investigation phase of this study. Specifically sought and included in this investigation were meetings with chief law enforcement officers, union and association representatives, middle managers, rank and file employees, sworn and non-sworn employees, clerical and communications employees as well as elected officials, senior appointed officials and other decision makers.

Patriot consultants stressed that while we were under contract with municipal elected officials to conduct this survey, we would also be truthful and honest participants with everyone who extended the same courtesy to our staff. While each group of stakeholders advocated the presumed interests special to their particular group, each group was more or less open to discussion, debate and the general free exchange of ideas and information.

Each municipality provided Patriot with different decision rules to guide our recommendations. These rules were not predetermined outcomes in anyway, in fact, each of the participants was adamant that the study proceed fairly and impartially—a condition Patriot would have insisted on regardless. Rather, the decision rules were guidelines that each community independently established to guarantee that their municipality was protected from being forced to consider otherwise impossible shared or regional options. A good example of a mutually shared decision rule of this type is the prohibition placed on the study to not present any option that would reduce the level of services provided to their communities individually. Patriot was forced to honor those rules and has incorporated that prohibition into this study's recommendations.

Some decision rules were unnecessary as they had no bearing on the report's recommendations. Any rules that affected the outcomes of this report will be referenced where appropriate.

Patriot Consulting Group, Inc. proactively and voluntarily replaced an original field investigator after two interviews had been conducted due to a perceived, but not an actual, personal conflict of interest. Notes from the original two interviews were sequestered and the original investigator had no further contact with any client and did no further work on this project. A replacement investigator was immediately assigned and work proceeded immediately with no delays in executing the contract.

The response and proactive actions of Patriot Consulting Group were deemed acceptable to the lead agency before proceeding.

## **Municipal Characteristics**

### **Borough of Riverton (0.75 square miles)**

The Borough of Riverton is a suburban community with a population of 2,759 as reported in the 2000 United States Census. The Borough is reported to be 0.75 square miles in land area. It is reported that the Community at one time was a resort town for the wealthy citizens of Philadelphia that owed its popularity to its proximity to the city and location on the Delaware River. The town still has gas street lamps throughout the streets and generally presents itself with a "small town feel".

The main thoroughfare is River Road which is paralleled by the NJ Transit "River Line" light railway is lined with several businesses. There is a new retail mall as well as a café, bank, post

office and other businesses that would typically be found in any “downtown” business district. It is reported that some of these commercial areas were developed by a local businessman who also has a number of other projects in the works. The Borough is also home to one industrial business, which manufactures a type of adhesive product. The light rail is claimed to be a source of lingering street crime offenses mostly related to shoplifting and bicycle theft.

The Borough also has several multifamily homes. It is reported that investors purchased numerous large Victorian homes and have turned several into apartment buildings. It is reported that some of these projects are still not yet completed.

The Borough is also home to an Elementary School (Grades Kindergarten through Eighth) as well as other specialty schools and day care operations.

The Borough also has an Assisted Living/Nursing facility in town that the police department indicates does generate numerous first aid calls. The first aid squad is a joint organization between the three communities, Cinnaminson, Palmyra and Riverton. It was reported that the squad always was a shared squad since its founding.

Along the Delaware River there is a yacht club which is reported to be the oldest yacht club in the country.

### **Borough of Palmyra (2.0 square miles)**

The Borough of Palmyra has approximately 8,800 residents and is described as a diverse working class suburban community.

The Borough has a High School which houses grades 7-12 and an Elementary School for grades K-6. It is reported that students from Riverton and Beverly also attend the High School.

The Borough is primarily residential but an area of the town does have Industrial businesses. The Borough also has several apartment and condominium or townhouse complexes, some fronting on the Delaware River.

Palmyra is host to several major transportation routes including State Highway Route 73, the Tacony-Palmyra Bridge and the NJ Transit “River Line” light railway. Route 73 is home to a large auto dealership, numerous other retail businesses and a large flea market which is open on Saturdays and Sundays. The Department has a detail at the flea market and it is reported that at times the parking lot for the market becomes full and the police officers must shut down the

lots, sometimes several times a day. The light rail is claimed to be a source of continuing street crime issues including shoplifting and drug related offenses.

It is reported that the flea market and the surrounding area are slated for a redevelopment project that will include hotels with conference centers, as well as residential and office space, and a multiple-screen movie theatre. It is also reported that if the project moves forward, NJ Transit may place a stop on the rail line at the location which would include a walkway to the complex.

The Borough shares a boundary with Pennsauken in Camden County. Along Route 73, the bridge over the Pennsauken Creek is not just the Borough border, but a county border between Burlington and Camden counties. It is reported that Palmyra and Pennsauken do not possess a common radio channel for communication.

Palmyra Borough is also home to numerous small businesses including a hardware store, a bank several eating and drinking establishments. Several of these bars and restaurants (especially those in or adjacent to residential neighborhoods) are the source of calls for police service for noise and disturbances.

A section of the Borough known as the "West End" has a reputation for being a drug area. It was reported that at one time it was known as an open drug market with drug deals being made out on the street. After a number of years of enforcement, patrol and narcotic operations, the area has been cleaned up and the residents are safer. The officers feel that bringing the agency up to full staffing level and possibly adding manpower will ensure that the drug dealers do not again take over the area. Some officers advised they feel as if they are losing ground in this area.

### **Cinnaminson Township (7.6 square miles)**

Cinnaminson is a middle-class community of 14,595 that is transected by U.S. Highway Route 130 and State Highway Route 73. The community has a self-professed high quality of life and has few if any "problem" neighborhoods. Cinnaminson is home to many retail businesses and developments including strip malls, department stores, professional offices and dining establishments, as well as stand-alone businesses.

Although it too is served by the NJ Transit "River Line" light railway, police representatives report that Cinnaminson does not see the shoplifting incidents associated with the light rail

experienced in Palmyra and Riverton—possibly because it is deemed to be more of a commuter stop than an excursion stop.

Cinnaminson is also home to a Country/Golf Club. The township also has a school system serving all elementary and high school grades.

## Current Police Services

### Riverton Police Department

Chief of Police: None<sup>1</sup>

Year	# of Officers	# of Civilians	Total Personnel
2006	6	1	7
2007	6	1	7
2008	6	1	7

At the time of the field investigation, the investigators were told that when the sergeant retired in 2006, the vacancy was never filled. The department currently has four full time officers and two Special Law Enforcement Officers (SLEO) Class II and are in the process of bringing on a third SLEO II. The officer advised that one SLEO II has been with the department in that capacity for over twenty years. The other SLEO was a retired police sergeant and had been with the agency for about a year.

The department has only one officer working per shift working two twelve hour shifts per day. Scheduling is done in a manner that allows each officer some days off. The officers also advised (reluctantly) that the SLEO II will occasionally work alone. The Department claims to operate on a Community Policing philosophy and they try to stay involved in the community. They have Adopt-a-Cop program in the school and interact with the youth of the community.

The officers reported that the department responds to all the needs of the residents and the residents expect to see an officer patrolling in their neighborhood. They advised that, in

---

<sup>1</sup> At the time of the field investigation Police Office Matthew Kirk was the Officer in Charge. Shortly after the completion of the field investigation (on 04 November 2009) Police Officer Gregory Willis was promoted to the rank of Chief of Police. Chief Willis was interviewed alongside OIC Kirk during the "Command" portion of the investigation.



general, if and when an incident occurs, the residents become upset and want to know why an officer was not patrolling or in the area when an incident occurred.

The officers advised that they respond to and handle calls that many agencies would not handle. They advised that the people of the Community have come to expect a somewhat personal police service.

**Palmyra Department Personnel**

Chief of Police: None<sup>2</sup>

Year	# of Officers	# of Civilians	Total Personnel
2006	16	2	18
2007	16	2	18
2008	16	2	18

The police command staff reported that the Chief of the Palmyra Police Department retired about a year ago and the Mayor and Council named Lieutenant Scott Lippincott as Officer in Charge (OIC) as well as Sergeant Pearlman to Assistant Lieutenant. The officers reported that no chief was named pending results of this study.

The officers reported that the agency is at 16 sworn officers, two civilian clerical employees and two SLEO IIs are expected to be appointed shortly. The officer reported that full authorized strength is one additional patrolman or seventeen officers.

The officers reported that when the Department K-9 officer left the agency the K-9 program was disbanded.

The officers reported that the Department is Community oriented; the officers are known in the community, and the officers know the community they serve.

**Cinnaminson Department Personnel**

Chief of Police: Michael Wallace

Year	# of Officers	# of Civilians	Total Personnel
------	---------------	----------------	-----------------

---

<sup>2</sup> At the time of the field investigation Lieutenant John Lippincott was the Officer in Charge. Lt. Lippincott was interviewed alongside Acting Lieutenant Scott Pearlman during the "Command" portion of the investigation.

2006	32	5	37
2007	32	5	37
2008	32	2	34

The Chief reported that he has been the Chief since 2002. The Chief advised that his department currently has 31 sworn members and two civilian personnel. The Chief advised that the Department had eliminated their dispatch approximately one year ago and are now dispatched via Central Burlington County.

The department provides what they perceive to be a high quality police force with outstanding police protection and customer service to a highly demanding public. Many of the officers live in and are active in township activities outside of work.

## Police Identity

The three communities in this study are linked both geographically and philosophically in many ways. The three police agencies work together on a regular basis, both formally and informally. Each is proud of the services they provide to their own towns and are equally proud of the cooperation between the three agencies.

The project team was struck by how different each of the three agencies delivered their services to the public. The Riverton Police Department provides basic police services to their residents in spite of a remarkably small roster. We were impressed with the way Palmyra manages the demands such a diverse community places on their force. Alternatively, the Cinnaminson Police Department juggles a bustling array of business districts along with bucolic residential districts.

Each of the departments stressed their pride in providing a “Community Policing” philosophy; however, each department defined this philosophy differently and pointed to different means to achieve those ends. Each of the departments also emphasized their desire to meet the perceived expectations of their population and, in fact, each department was quick to offer examples of how they deliver those expectations—ranging from DARE and school-based programs to driving past every home and business in town at least once a day.

In general, each department identified themselves as hard-working, dedicated and professional law enforcement agencies. Likewise, each community identified their respective agencies as doing a fine job of delivering services with the resources available; were proud of the

accomplishments thereof; and hoped that this study would identify ways to save money while maintaining or improving their level of service to the public.

## Implementation Considerations

### Shared Services In General

Shared Services takes many forms. There are informal handshakes or courtesy agreements between local units that allow borrowing equipment or supplies on an as needed or project basis. Some are formalized through a memorandum of agreement that serves as the basis for periodic sharing for recurring needs. Other efforts, such as cooperative purchasing and joint insurance funds, operate by creating special purpose systems or units that provide the shared services. Still others are age-old systems of one community supporting a neighboring community in need. Such is the nature of sharing public safety resources in emergency situations.

In the State of New Jersey, virtually every type of formal sharing of services requires the legal endorsement of the participating governments' governing bodies, typically requiring the passage of a simple resolution or in some cases a full ordinance. For many decades, the legal basis for shared services was either the *Interlocal Services Act* or the *Consolidated Municipal Service Act*. In 2007, a new state statute was adopted to replace these pre-existing laws in an effort to ease the transition to, and encourage the adoption of, new shared services. The *Uniform Shared Services and Consolidation Act* (N.J.S.A. 40A:65-1, *et. seq.*) provides streamlined guidelines and important tools that may become vital to the long term success of any new shared service, in particular one involving law enforcement services.

The *Uniform Shared Services and Consolidation Act* addresses both areas of sharing in one act and provides for broad enabling authority for voluntary cooperation between any two or more local units: any municipality, county, school or fire district and Board of Education as well as allowing two or more municipalities and/or counties to provide for the execution of municipal/county services jointly, wherein each participating government provides delegates to a quasi-independent authority or "joint meeting" with the responsibility to oversee and administer the new joint service.

Local authorities may be partners under certain circumstances and any combination of two or more local units may contract with one another to share or jointly provide any service that they could provide for themselves.

Text of the relevant legislation may be found in the appendix of this report.

## **Police Powers**

The primary motivations for most shared and regional services feasibility studies are to seek cost savings and efficiencies. In the case of law enforcement feasibility studies, those cost savings and efficiencies must be found while preserving the most basic of all governmental powers: the police powers. Simply stated, the police power is the legal responsibility of any government to preserve the safety, security, health, welfare and morals of the community served. The police power is legally considered an Inherent Power—one that is granted by the people in the governing constitution of the state, and one that is the basis for most, if not all, of the functions of any government. The police powers must be differentiated from the powers of the Police Department or of law enforcement officers. For example, a municipal building department is exercising the town's police power to protect the safety of the public from dangerous building practices while the municipal fire department protects the public from the dangers of fire; a recreation department may exercise the police power to preserve the health of the public through exercise and healthy physical activities and the tax collector exercises the police power to preserve the welfare of the public's governmental operations in the collection of revenue to fund that operation. The most obvious police power is the power of municipal governing bodies to pass legislation that cause actions to implement, execute, advance and protect the security, safety, health, welfare and morals of the community—which is why the agency charged with enforcing those laws is called the "Police" Department.

## **Understanding Municipal Policing Needs**

Because each individual town determines, in some part, what the size, shape and scope of their own police powers are, each town enforces those powers in a different fashion. Similarly, the public's rate of compliance with those laws will determine how the police agency responds to any lack of compliance. For that reason, Palmyra must deploy their police agency differently than Riverton and Cinnaminson do, even though the communities are linked and similar in many ways. Palmyra must focus on security and safety as their top priorities.

Alternatively, the people of Cinnaminson have determined that their law enforcement agency, while busy with a diverse infrastructure and geography, will be organized and deployed to

ensure the welfare and maintain the quality of life the leaders of the community have worked hard to develop.

Meanwhile, Riverton has determined that their community has such a low need for both the active enforcement of laws and the structured police maintenance of the community's quality of life that they have determined that a small deterrent and emergency response force is best for their community.

The dissimilarities between the three communities require a different policing model in each community.

## Recommendations

### Overview

For a variety of reasons, the police agencies of Cinnaminson, Palmyra and Riverton should not be shared or regionalized at this time. This recommendation is based upon the following three key considerations:

- ★ Lack of Financial Benefit
- ★ Lack of Operational Benefit
- ★ Unpredictable Operational Challenges

### Discussion of Service Delivery Objectives

First and foremost in the minds of the project team was to “do no harm” and to that end Patriot would not and does not make any recommendation that would unnecessarily and/or adversely impact the delivery of law enforcement services in any of the studied communities. As such, one of the components of determining the feasibility of sharing or regionalizing services is to identify areas of service delivery that either have the potential for improvement through sharing or regionalization or could be adversely impacted by sharing or regionalization.

### Costs and Benefits of a Shared Service Delivery Model

Clearly, of the three agencies studied, Riverton stands to gain the most from a shared force. They are unable to provide most non-patrol functions without changing their daily policing model—whether through reliance on overtime, mutual aid, temporary suspension of patrol or

some other action. Riverton routinely relies on the support and backup of Palmyra and Cinnaminson in the conduct of their day to day operations. This support is freely and willingly given by the surrounding agencies and is therefore an inexpensive, reliable and competent force-multiplier for Riverton's law enforcement service delivery methods. Given that there are shifts in Riverton during which no Class A Law Enforcement Officers are working and that only Class II Special Law Enforcement Officers (SLEO II) are on patrol, the need for such force-multipliers can, and does, put the other agencies into a difficult, if not untenable, position. In one regard, the Cinnaminson and Palmyra officers will always offer support and backup to a Riverton SLEO II through the traditional covenants of Automatic Mutual Aid. In another regard, the supporting officers from Cinnaminson and Palmyra are then put into the position of supporting a SLEO II that is supposed to be working under the supervision of a Class A officer from their own agency—a SLEO II that might not need the backup and support of another agency if properly supervised by their own department.

That is not to suggest that Palmyra and Cinnaminson do not rely on the support and backup of Riverton officers. In fact, during the course of our investigation Palmyra had an incident in their jurisdiction that required a response from both Riverton and Cinnaminson and resulted in an apprehension of the suspect in Palmyra by a supporting Cinnaminson officer. Unlike Riverton, however, the nature of these supports in Cinnaminson and Palmyra are more emergent mutual aid due to a specific operational need for more manpower or technology or are officer initiated courtesy backups as opposed to the need for backup to ensure the safety of the one officer on duty when operating in a potentially dangerous situation or to provide technical advice due to a lack of available competency of the on-duty staff and/or experiential learning opportunities in Riverton.

Riverton officers regularly seek field (experiential) training opportunities in Cinnaminson and, more so, in Palmyra. When a Riverton officer becomes aware of an incident in the other agencies which they have not experienced in their careers, they will often seek to be included in the conduct of that incident for the benefit of learning the operational competencies necessary to properly address such an incident. While this is not unprecedented, particularly in small police agencies, it is so prevalent in these agencies that police commanders in all three agencies made particular reference to it.

These examples, and others offered herein, are some of the evidence developed by the project team which indicates that Riverton would benefit from a shared model but would have little to offer to any community that would join with them that would not simultaneously create a reduction in the type of service currently expected in Riverton.

## Field Investigation Findings

During the interviews conducted with the Cinnaminson Police Department, no member of the agency felt that a merger would work with Palmyra. The officers felt that merging with Palmyra would bring nothing positive to Cinnaminson. In fact, they felt that police resources would be diminished in Cinnaminson and officers would be directed to deal with the problem areas of Palmyra. More specifically, several officers referred to the “West End Section”.

It should be noted that the Palmyra officers overwhelmingly could not envision a Cinnaminson-Palmyra consolidation. Those officers felt that the two agencies were just too different in police philosophies and styles to imagine a merger being successful. While the project team disagrees with this general opinion and believes that police philosophies are set by civilian elected leadership to be enforced by police commanders and enacted by rank and file officers, the project team also believes that a Cinnaminson-Palmyra merger would force one or both of the communities to abandon or change their current police philosophy—which, given the relative effectiveness of each force, could be detrimental to the communities they serve.

## Operational Benefits

Aside from the stated opinions of each department, the field investigation team believes that the Palmyra and Cinnaminson agencies are equally viable and self sufficient. There would be little operational benefit to the towns of Palmyra and Cinnaminson, in terms of shared services, gained specialization or enhanced span of control. Furthermore, in the process of trying to consolidate or merge these two entities, there exists a very real risk in demoralizing both agencies resulting in adverse selection and attrition. The combination of their skills and experience levels would not be complimentary and would likely create redundancies which would quite possibly lead to the best and brightest seeking opportunities elsewhere at a time when a newly merged agency needs the talent. The end result of this inappropriate attempt at merging these two independently successful agencies would most likely lead to a loss of services and expertise for both communities. In addition if the anticipated attrition were to occur, the communities would be burdened with additional expenses created by the need to staff vacancies by paying overtime until the department can rebuild.

While a shared service delivery model between either Riverton and Cinnaminson or Riverton and Palmyra has its potential viabilities, a shared service delivery model for the Riverton and Palmyra Police Departments is most likely to reap viable benefits. The citizens and police department of Riverton would benefit from receiving specialized services, for example an

investigative function and EMT trained officers. They would also benefit from the addition of experienced, well trained officers, structured supervision within the department and an experienced command staff. The Riverton officers would also benefit as they would no longer be operating alone on the road which presents clear officer safety issues and limits the services available to the community as a whole.

The Palmyra Police Department and community would likely experience few initial operational benefits. Besides fulfilling the desires of their own governing body, the model of patrol currently exemplified by the Riverton agency is more closely aligned with the desired patrol model of the Palmyra governing body as well. The patrol model being practiced in Palmyra, while acceptable from a service delivery perspective is more crime- and traffic-oriented than it is truly community-oriented. This difference in modeling is likely due to the different nature of demands on the two forces as the towns and agencies have evolved more than it is due to a concerted “change effort” on the part of Palmyra. As such, a shared model that included the Riverton officers would see a reintroduction of the more community-oriented approach into Palmyra while simultaneously introducing a larger variety of services and expertise into Riverton.

A merger of Riverton with Cinnaminson while potentially viable, is more likely to result in negative impact to the members of both communities as a result of a change in the policing services they are accustomed to.

## **Assessing Future Challenges**

Palmyra’s planned riverfront redevelopment project will increase demand for police services in such a way that the few officers retained from Riverton would help offset these demands, but that assessment is impossible to detail until the project is closer to actual construction and the size, type and scope of the occupancies is better established.

This redevelopment project is one of the variables that suggests that the immediate merger of the Riverton and Palmyra departments at this point would be unwise. In the absence of a more compelling reason to do so, it is inappropriate to design and deploy a new police model in two towns that offers few benefits for one participant and with the knowledge that the unknown demands of the redevelopment project would likely render that new model completely inappropriate for both participants.

Future challenges such as these are overcome as the project develops, matures and becomes more evident or tangible to the law enforcement community. As such, this is a temporary



obstacle and one that will likely have significant impacts on both financial and operational goals.

## **Financial Benefits**

Assuming that a merger or sharing between Cinnaminson and either of the two other municipalities is unfeasible for other reasons, a Palmyra-Riverton merger is unfeasible based upon a general lack of financial benefit.

In order to provide the current level of patrol service alone in the two communities combined, the towns would have to have a dedicated total patrol force of 19.7 officers—or roughly the same amount of total Class A officers in the two agencies at the current time. Since neither community would permit a consideration of a reduction in patrol services, we must assume that this number is unconditional. Given the current minimal staffing of the Riverton force and the appropriate level of patrol staffing in Palmyra, one of three plans for full staffing of a regional force is indicated:

- A. Hire and deploy additional Class II SLEOs
- B. Hire and deploy additional Class A Officers
- C. Standardized reduced staffing of patrol during off-peak periods

Models A & B would result in increased cost to both communities.

Model C would require a change in the decision rules but would reflect allowable staffing under currently acceptable parameters in Palmyra.

In either scenario, however, the savings so often found in most communities considering shared law enforcement services is not present in this model because of the small size of the Riverton force. There is little, if any, redundancies in management, investigative, traffic, youth, specialized and administrative functions between the two towns and patrol functions are already at or near their stated ideal levels of either staffing and/or authorized strength.

Other savings are often found in fleet, purchasing, salaries and benefits and other often intangible areas. Again, the small size of the Riverton force precludes any real savings from their operations and Palmyra's resources are already close to maximization given their operational requirements.

Acknowledging these realities also requires an acknowledgment of one of Riverton's unique decision rules: no recommendation for sharing or regionalizing could be made if the model did not realize at least a \$200,000 reduction (or a 40% savings) in the cost of law enforcement services. Without severe cuts in personnel costs, which are impossible to achieve given the staffing needs of a combined force, such savings are unachievable and therefore no shared model may be recommended to Riverton.

## **Recommendations for Future Consideration**

### **Formalizing Sharing Arrangements**

The three towns rely on each other in different ways. While this report has tended to focus on the roles Cinnaminson and Palmyra play assisting Riverton, in reality, each town looks to the others for assistance on a somewhat regular basis. When the ongoing needs of the towns can be divined, quantified and determined to be a regular or truly ongoing need, the towns should formalize their arrangements not only to protect the participants but also to set the size, scope and conditions of the services to be shared or provided. If these plans are prepared before formalization, grant funding may be available for their implementation. These grant opportunities are detailed elsewhere in this report.

### **Future Study Warranted**

One of the obstacles preventing a recommendation to share services now is the uncertain nature of the redevelopment plans in Palmyra. This project promises to be a boon to the financial wellbeing of the municipality and to the community at large but some of the proposed occupancies may prove to create a disproportionately large demand for police services. Some of this demand will not just create a larger number of incidents requiring police services but will also create incidents that will require more officers-per-incident due to the crowd control issues that are associated with large assembly occupancies.

The project team debated the potential impact of this development in some detail and arrived at the conclusion that since most of the scenarios considered in the redevelopment zone are truly unpredictable in nature but suggest a increase in police service demands, the only responsible recommendation would be to "do no harm" and not recommend any change that did not reliably overcome these potential demands. As such, we did not believe that a Riverton-Palmyra alignment would be appropriate.

However, after the demands have been reliably established, those demands may create new, yet unknown scenarios wherein a Riverton-Palmyra alignment for sharing would benefit both communities operationally and financially. Developer agreements may also have an impact on these models. However, at the current time, the unknown variables demand a cautious approach that ensures a responsible timeline for considering shared models—a timeline that requires a delay until a fair evaluation of the police demands for service can be realistically predicted and quantified.

Furthermore, this study was limited to the consideration of the three participating municipalities. The project team strongly suggests that the participating towns commission future studies when conditions warrant as well as with additional municipalities and agencies, perhaps including the Burlington County Sheriff's Department and the Burlington County Bridge Commission. Adding additional governments to the mix of potential partners increases the likelihood of identifying alignments that will be operationally and financially beneficial.

## **Other Considerations**

### **Seniority**

In any shared alignment, the seniority rights of all effected law enforcement officers are statutorily protected. As such, a lower-ranking, but higher-seniority officer from one town may find themselves reporting to a higher-ranking officer with significantly less seniority (and potentially less experienced) from another town in a new alignment. Given the disparate nature of the agencies studied, this likelihood would have been an important consideration for the governing bodies and a point of consternation for the rank and file in both agencies.

### **Riverton Promotion**

When the field investigations of these agencies were being conducted, both the Riverton and Palmyra agencies were headed by a so-called "Officer in Charge" (OIC)—an officer with command authority but holding a rank below "Chief of Police." In the case of Palmyra the OIC was the highest ranking officer in the department (a lieutenant) and in the case of Riverton the OIC was the senior-most police officer.

While both agencies were making due without an appointed Chief of Police or other permanent commanding officer, the uncertainties inherent in such a period of flux were expressed in both

agencies and confirmed, in varying degrees, by the field investigation team. While this arrangement had its negative effects on some of the officers in both agencies, it did present the optimum scenario for considering a shared police force—one without the added considerations required by the Uniform Shared Services Act, N.J.S.A. 40A:65-1, *et seq*, requiring special treatment of any Chief of Police in an agency that will be shared, eliminated or regionalized. That unique opportunity ended on 4 November 2009 when the Riverton Borough Council promoted a police officer to the rank of “Chief of Police.”

The Uniform Shared Services Act requires municipalities contracting for law enforcement services, regionalizing or otherwise sharing such services to protect the seniority, tenure and pension rights of all officers and adds the additional requirement that any Chief of Police in such a town be entitled to one of the following three protections:

- A. No change in rank and no loss in seniority, tenure or pension rights; or
- B. A one rank demotion with no loss in seniority, tenure or pension rights; or
- C. Retirement from service, if eligible, with additional service time benefits.

As such, the addition of a newly appointed Chief to the study at the late stages of analysis complicated the models under consideration. With a newly appointed chief in one of the towns, the project team was suddenly forced to incorporate the following potential changes to certain alignments:

- A. The individual holding the rank of Chief of Police in Riverton would remain the Chief of Police in any new shared model; or
- B. The individual holding the rank of Chief of Police in Riverton would be in the second highest rank in any new shared model; or
- C. Palmyra would feel compelled to promote an individual officer to the rank of Chief of Police in the Palmyra agency to protect themselves from the possibility (by convention, legal decision or other external force) of being required to accept the individual holding the rank of Chief of Police in Riverton as the Chief or other ranking officer of any new shared model.

Any one of the potential changes could have had collateral effects on the models under consideration and also could have resulted in additional costs to any or all of the participants.

By the time the promotion occurred, the project team was no longer considering Cinnaminson as a viable partner for either Riverton or Palmyra, but the promotion would have had the same repercussions on any Cinnaminson alignment.

This report does not make any real or implied judgments on or about the decision to promote a chief or of the individual holding the rank of Chief in Riverton. The project team acknowledges the reasons offered by Riverton for this decision but also feels it necessary to acknowledge the concerns of the other participating governing bodies and the role the Riverton actions may play in the future decision making actions of the other towns.

The Riverton decision was made outside of the scope of this report and while they did require the project team to make much additional analysis before making recommendations, it did not change those recommendations in any way.

### **Savings Potential through Executive, Legislative and Regulatory Action**

Despite all of the “excitement” in the State of New Jersey regarding shared services, previous legislatures have done little to make the sharing of law enforcement services easy or, as some may argue, even possible. Although the Joint Legislative Committee on Government Consolidation and Shared Services heard testimony in 2006 that said, in part, that the two largest areas of potential savings from shared services were in the areas of education and public safety, all of the provisions limiting municipalities’ abilities to save money through shared police services were kept in the “new” *Uniform Shared Services and Consolidation Act*.

In particular, the terms and conditions of N.J.S.A. 40A:65-8 and 40A:65-17 (Preservation of seniority, tenure, pension rights for law enforcement officers) severely limits the ability of a local governing body from realizing savings by allowing an employee to determine for himself the manner in which he or she will be affected by a consolidation effort. This power, which is clearly a prerogative of management, has been stripped from management to protect the private and personal interests of a very small but politically influential special interest group—the members of the state chiefs of police association.

This statute allows effected chiefs of police to determine for themselves if they will accept demotion or retirement; fully protects their seniority, tenure and pension rights; guarantees them unique and expansive mandatory paid terminal leave; and guarantees them retroactive payment for any increases in compensation or benefits they would have received if they had remained on active duty. The statute does not indicate how long all such benefits and guarantees are required to be maintained.

Furthermore, these are benefits, assurances and guarantees that virtually no other local employee or group of employees receives. It is clearly special legislation passed for private

benefit and it severely hampers the decisions and potential savings available to the municipalities. Without the financial incentives afforded through regionalization, the remaining benefits of regionalization would have to be singularly greater to justify regionalization alone.

Additionally, every individual law enforcement officer's seniority, tenure and pension rights are also fully protected and guaranteed by the statute. No such officer is permitted to be terminated in a regionalization, except for cause and (almost as an afterthought) for "reasons of economy and efficiency." Again, these are benefits that non-law enforcement officer employees do not have. Instead of permitting municipalities to make business decisions based on the merits of the decision the statute unduly, severely and artificially limits the municipalities to making business decisions based upon external, unrelated and unfunded mandates established by statute.

While not a part of the consolidation statutes, N.J.S.A. 40A:14-129 (Promotion of members and officers in certain municipalities) further hampers municipal regionalization efforts by requiring promotions from within the department. In creating a new department, municipal leaders should be free to exercise maximum latitude in identifying the best individuals to fill command and leadership positions for the new department. This statute has long confounded municipal leaders who, in an effort to improve and advance their often small police departments, are limited to choosing from among the limited number of ranking officers previously hired and promoted within the small department. This artificial limitation of potential candidates protects the private and personal benefits of a special interest group to the detriment of both good government and sound management practices.

Legislative action to ease or even eliminate these restrictions would greatly benefit any municipality hoping to reduce costs through shared police services. Any such action would likely be hard fought by police unions, such as the New Jersey State Policeman's Benevolent Association, the New Jersey Fraternal Order of Police and the New Jersey State Association of Chiefs of Police, among others.

Legislative funding for this endeavor is, however, a good potential source of revenue. Special legislative grants at the state and federal levels could be appropriated to offset any portion of this endeavor or to offset the potential savings lost due to special legislation barring municipal leaders from proactively acting to reduce costs in a meaningful way.

A Governor could direct his staff to aid the municipalities in many ways. Grant rules could be written to benefit communities such as these that are trying to make the "difficult decisions" Governor Corzine told municipal leaders he knew they would have to make to reduce costs and

cut taxes. Governor-elect Christie has made similar statements. Personnel rules could be written to ease the transition from multiple departments to one regional department. The Governor could urge the legislature to change or drop the special protection provisions from NJSA 40A:65-8, *et. seq.* with the understanding that difficult decisions such as this require difficult action by the legislature. But perhaps most realistically, the Governor, in concert with the Legislature, could enact legislation that rewards municipalities for sharing law enforcement services by reinstating lost municipal aid, providing incentive funding upon the actual adoption of shared agreements, and generally make this an easier and most cost-effective process.

## Funding Sources

### SHARE Grant

Under the current rules of the Sharing Available Resources Efficiently (SHARE) Grant, administered by the New Jersey Department of Community Affairs, grant funding is available for the start-up, transition and implementation costs associated with new shared services initiatives. Funding amounts are determined by the total implementation cost of a project.<sup>3</sup>

According to the SHARE Program Highlights (for 2007):

- ★ Grants of up to \$200,000 for *implementation assistance* are available. No local match is required.
- ★ Supplemental Support: Requests for assistance above \$200,000 will be considered in cases where the nature and complexity of the project or the number of participants requires additional resources for implementation. The Program will be guided by the reasonableness of the proposed expenditures, availability of local resources, potential for savings, and need for State assistance. Additional documentation and justification is required to support such requests.
- ★ Grants for capital equipment purchases and facility improvements necessary to establish the shared service are limited to the lesser of \$40,000 or the five percent capital cash down payment required under the Local Bond Law.

#### Ineligible Activities:

- ★ Geographic Information Systems (GIS)

---

<sup>3</sup> The 2007 SHARE rules are the rules being utilized for this grant program as of the date of this report.

- ★ Shared service programs authorized under any statute other than the Interlocal Services Act, the Municipal Regionalization Act, and the Consolidated Municipal Services Act, including joint insurance programs and cooperative purchasing programs.
- ★ Salaries, wages, and ongoing operating costs are not generally eligible for SHARE assistance. Salaries may be eligible during a limited transition period when the service is being implemented, but once the service is operational, salaries and all other operating costs are local responsibilities.
- ★ Early Retirement Incentive (ERI) programs.

## Conclusion

The potential feasibility of sharing police services in these towns remains significant. The single biggest indicator of this potential is the fact that the officers in all three towns already work together regularly, well and without complaint. Any argument as to why these agencies could not be merged into one does beg the question of how that can be when they already work together so effortlessly.

It therefore becomes necessary to understand that a shared model for law enforcement is a serious undertaking and one that is incredibly labor intensive to establish politically, administratively and legally. If the financial benefits are not easily identifiable, or are not significant enough to warrant a recommendation, the chances of the participants ever sharing a service are slim.



## Appendix 1 - Summary of Interview Notes

### Borough of Riverton Police Department

All of the members of the Riverton Police Department were interviewed during the course of several meetings which occurred during October 2009. This included the office administrator and two SLEO II. All interviewees were asked the same four questions and no time limits were imposed on the interviews and each was informed about how to contact the field investigators after the interview, if they wished to expand or add to their answers or offer other information. The following represent a summary of the notes taken at those interviews and are intended only to offer a glimpse into the raw data the project team considered when formulating the recommendations. Any assertions that impacted the report process were substantiated by at least one additional source before being validated for consideration.

#### **Question #1: How do you see a merger impacting your future?**

##### **Summary of Responses:**

With the exception of the SLEO II's all members did express concern that if a merger or consolidation took place, would they have a job? While the junior officers felt that there could be a positive impact on their future in the way of more experience and in later years opportunity for advancement.

Senior officers advised that they were obviously concerned about having a job if a merger took place but also advised that they would be a little disappointed as they were both in the process of being considered for the position of Chief of Police.

The SLEO II's advised that while the merger may impact them, that the position was part time and they only work a few hours a week and did not have the same concerns as the full time officers.

#### **Question #2: How do you see a merger impacting the Department's ability to provide Service?**

##### **Summary of Responses:**

Overwhelmingly the members of the agency felt that a merger would not result in the same level of service being provided to the residents of the Borough of Riverton that the current

agency is able to provide. While the officers felt that the residents would benefit by the added specialization that a merger could make available, they believed that the residents would not be happy with the service.

The SLEO II's view on service was that although at first the residents may not be happy, in the long run they would be better served by a merger. Two points were made. The first was that the officers of the department were not experienced enough overall and second that the current officers had somewhat overall lost the interaction with the residents.

It was advised that the Department has always been all about service to the residents and keeping them safe is not always the number one priority for some officers.

It was reported that a lack of direction and discipline on behalf of the former Chief has resulted in this.

### **Question #3: How do you see a merger impacting the Community?**

#### **Summary of Responses:**

Members felt that the residents would not get the personalized service many are accustomed to receiving. The officers advised that they know their residents and the residents know them.

It was felt that a merger would result in Riverton being an afterthought if the merger took place with Cinnaminson. The officers felt that the residents would get services closer to what they are used to if the merger was with the Palmyra Police Department. It was reported that Cinnaminson is a much busier agency than Riverton and Palmyra and they would not be able to assign patrol full time in Riverton.

### **Question #4: What one thing would you suggest be changed or considered to ensure a successful merger?**

#### **Summary of Responses:**

The general opinion was assuring that Riverton is covered and that the residents get the same level of service as the residents of the other communities. It was also said that all officers should be offered jobs if a merger took place.

## **Overview**

The majority of the Riverton Police Department felt that a merger would result in the residents of Riverton Borough not receiving the services that they expect. While some members felt that a merger could bring more specialization to the citizens that the loss of their own police department would outweigh the benefits.

The members felt that overall the agency provides services to the citizens and the officers felt the residents would be missing the service that the Riverton Police Department has been known for many years. Several officers felt that if a merger was to take place that including all of the department would not be an effective move. The officers felt that a merger with Palmyra would be the easiest and most effective merger, if one were to take place.

## **Borough of Palmyra Police Department**

Interviews were conducted during three days in mid October 2009. All of the members of the Palmyra Police Department were interviewed during the course of the study with the following exceptions. Lieutenant Lippincott and Acting Lieutenant Pearlman were interviewed separately. Also two members of the agency were not available due to illness and one being on his honeymoon. Attempts to schedule an interview with the two officers were not successful and could not be accomplished prior to the close of this study. All interviewees were asked the same four questions and no time limits were imposed on the interviews and each was informed about how to contact the field investigators after the interview, if they wished to expand or add to their answers or offer other information. The following represent a summary of the notes taken at those interviews and are intended only to offer a glimpse into the raw data the project team considered when formulating the recommendations. Any assertions that impacted the report process were substantiated by at least one additional source before being validated for consideration.

The interviews took place in the training room at the police headquarters.

### **Question #1: How do you see a merger impacting your future?**

#### **Summary of Responses:**

Overwhelmingly the officers had a difficult time imagining a merger between Palmyra and Cinnaminson, citing that they were two different communities with two totally different police philosophies and different community concerns. The officers did not feel that a Cinnaminson and Palmyra merger would not work. The officers advised that a merger with Riverton and Palmyra police departments would work much smoother. The officers felt that at this time, Cinnaminson Police Department was going through some morale issues and now would not be a good time to merge Palmyra and Cinnaminson police departments.

The majority of the officers answered the question based on a Palmyra and Riverton merge.

They felt that a merger of Palmyra and Riverton would overall be positive for the future. While some younger officers stated that half of the officers from Riverton are senior, that overall it would still be a positive move.

## **Question #2: How do you see a merger impacting the Department's ability to provide service?**

### **Summary of Responses:**

Overwhelmingly, the officers felt that a merger with Riverton would have a positive impact on both Agencies' services. The officers reported that if the merger allowed all of the officers in Palmyra to be retained and at least two if not all of the Riverton officers, the manpower alone would enhance service to the Communities. The officers felt that Riverton would most likely see the greatest advantage with having more than one officer to respond to calls. Having a full time detective bureau to investigate crimes and also by obtaining veteran, experienced, well trained officers. The officers felt that Palmyra would benefit with a manpower increase meaning more officers on the street and more specialization.

## **Question #3: How do you see a merger impacting the Community?**

### **Summary of Responses:**

The majority of the officers felt that a merger of Palmyra and Riverton would have a positive impact on both communities. While many officers were unsure of any tax savings for the residents of either Borough, they felt that both resident communities would see positive results in the form of more effective and efficient police services.

## **Question #4: What one thing would you suggest be changed or considered to ensure a successful merger?**

### **Summary of Responses:**

Many officers advised that what they believe the first step would be to promote a Chief and Lieutenant in the Palmyra Police Department. The officers felt that they have waited too long to have structure back in their agency. They advised that the lack of promotions over the year has had negative impact on the rank and file.

The officers reported that being without a Chief, results in rumor and speculation instead of moving the agency forward in a positive direction.

The officers also felt that the only successful merger at this time would be Palmyra and Riverton and if the towns could work past the political differences, the merger could be a great success.

The Civilian clerical staff felt that to make the overall merger successful some additional clerical staff would be needed.

## **Overview**

The majority of the members of the Palmyra Police Department felt a merger with Riverton Police Department would be a success and would ultimately result in a positive impact for the residents of both communities. The officers not only felt that a merger would be a positive for the residents but also for the officers of Riverton with regard to training and officer safety, as well as having a police headquarters in which they can safely process prisoners and conduct interviews.

## **Township of Cinnaminson Police Department**

All of the members of the Cinnaminson Township Police Department were interviewed, two officers who were out of work on injury leave and one officer who this investigator was unable to schedule prior to completion of this portion of the study. Chief Wallace was interviewed separately. All interviewees were asked the same four questions and no time limits were imposed on the interviews and each was informed about how to contact the field investigators after the interview, if they wished to expand or add to their answers or offer other information. The following represent a summary of the notes taken at those interviews and are intended only to offer a glimpse into the raw data the project team considered when formulating the recommendations. Any assertions that impacted the report process were substantiated by at least one additional source before being validated for consideration.

The interviews took place in the roll call room of police headquarters.

Prior to the start of the interviews, several officers expressed their displeasure with the lead law enforcement field investigator in general and Patriot Consulting Group specifically, continuing with this study. The officers advised that they felt once it was discovered that the field investigator who started the project, was believed to have a conflict of interest in Palmyra then Patriot Consulting should have withdrawn from the project. In not doing so, they felt that the study was tainted and any and every part of the study would be invalid.<sup>4</sup>

---

<sup>4</sup> Patriot Consulting Group, Inc. proactively and voluntarily replaced an original field investigator after two interviews had been conducted due to a perceived, but not an actual, personal conflict of interest. Notes from the original two interviews were sequestered and the original investigator had no further contact with any client and did no further work on this project. A replacement investigator was immediately assigned and work proceeded immediately with no delays in executing the contract.

Each of the officers were asked if they wished to participate in the interviews and all did.

### **Question #1: How do you see a merger impacting your future?**

#### **Summary of Responses:**

As with the officers in Palmyra, the majority of officers could not see a Cinnaminson, Palmyra merger or consolidation. Most officers felt that a Cinnaminson/Riverton would be the more likely merger and a number of officers stated that they could cover Riverton Borough without taking any of the Riverton officers.

Generally the officers did not see the merger impacting them if the merger was with Riverton. The concern was expressed that Cinnaminson is a civil service agency and Riverton is not.

Officers were concerned with seniority and how a merger would affect promotions.

### **Question #2: How do you see a merger impacting the Department's ability to provide Service?**

#### **Summary of Responses:**

Overwhelmingly, the officers felt that the service would suffer. The officers felt that the majority of their time would be spent focusing on the problem areas of Palmyra and service to the residents of Cinnaminson would suffer. The officers felt that if the merger was with Riverton that Riverton would benefit in the form of Police Services, getting a better trained, educated and experienced officer and the Investigation section of Cinnaminson Police Department.

### **Question #3: How do you see a merger impacting the Community?**

#### **Summary of Responses:**

Overwhelmingly, the officers felt a merger involving Palmyra would have nothing but negative impacts for the residents. The officers cited a lack of police services as efforts would be focused on Palmyra's bad areas. Some others felt that it would affect real estate values, driving them downward.

The officers stated that they know and serve the residents of Cinnaminson and don't feel that they would be getting the service that they pay for.

Many officers felt that the only reason Cinnaminson is part of the study is because Riverton residents may be able to use a merger to merge the school system so that Riverton high school students would not have to attend Palmyra High School. This in turn would bring the real estate values up.

Several of the officers felt that if the residents of Cinnaminson were asked they would not be in favor of a merger.

Some officers felt that the residents of Cinnaminson would in fact see an increase in taxes to pay for the services in the other towns.

#### **Question #4: What one thing would you suggest be changed or considered to ensure a successful merger?**

##### **Summary of Responses:**

Overwhelmingly the officers' answers were to "keep Cinnaminson out of any merger." If they were however forced to merge that Cinnaminson should be the Lead agency.

##### **Overview**

The officers of the Cinnaminson Township Police Department felt that a merger that included Palmyra would not work. They felt that a merger with Palmyra would ultimately adversely affect the Community and the residents.

The officers all felt that a Riverton merger or providing of services would be the only consideration that would work and work well.

## Appendix 2 – Shared Services Statutes

### UNIFORM SHARED SERVICES AND CONSOLIDATION ACT CHAPTER 63, P.L. 2007

AN ACT to encourage the financial accountability of local units of government through empowering citizens, reducing waste and duplicative services, clearing legal hurdles to shared services and consolidation, and supplementing, amending, and repealing sections of statutory law.

WHEREAS, The problem of high property taxes paid by New Jersey's residents is not easily solved, but can be ameliorated through changes to the laws designed to encourage government efficiency through shared services, regionalization, and consolidation; and  
WHEREAS, The problem of political resistance remains a potent barrier to consolidation, especially since initial additional short-term costs may mask the long-term benefits of consolidation; and

WHEREAS, The Legislature should attempt to facilitate, by an improved and streamlined process that is tailored to local needs, that avoids the current thicket of overlapping and antiquated laws inhibiting interlocal cooperation, and that deals with Civil Service issues rationally; and

WHEREAS, The State largely has employed a "carrot" approach to incentivizing consolidation and service sharing for over 30 years, and for real progress to occur in reducing the rate of property tax increase, the "stick" approach is appropriate; and

WHEREAS, Providing citizens with the tools to gauge the efficiency of their local governments will help promote accountability and cost savings; now, therefore,  
BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey:*

#### ARTICLE 1. SHARED SERVICES AND CONSOLIDATION

##### SUBARTICLE A. GENERAL PROVISIONS

40A:65-1 Short title.

Sections 1 through 35 of P.L.2007, c.63 (C.40A:65-1 through C.40A:65-35) shall be known and may be referred to as the "Uniform Shared Services and Consolidation Act."

40A:65-2 Findings, declarations relative to shared services and consolidation.

The Legislature finds and declares:

- a. Historically, many specialized statutes have been enacted to permit shared services between local units for particular purposes.
- b. Other laws, permitting a variety of shared services, including interlocal services agreements, joint meetings, and consolidated and regional services, exist but have not been very effective in promoting the broad use of shared services as a technique to reduce local expenses funded by property taxpayers.
- c. It is appropriate for the Legislature to enact a new shared services statute that can be used to effectuate agreements between local units for any service or circumstance intended to



reduce property taxes through the reduction of local expenses.

40A:65-3 Definitions relative to shared services and consolidation.

As used in sections 1 through 35 of P.L.2007, c.63 (C.40A:65-1 through C.40A:65-35):

"Board" means the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs.

"Construct" and "construction" connote and include acts of construction, reconstruction, replacement, extension, improvement and betterment of lands, public improvements, works, facilities, services or undertakings.

"Contracting local units" means local units participating in a joint meeting.

"Director" means the Director of the Division of Local Government Services in the Department of Community Affairs.

"Division" means the Division of Local Government Services in the Department of Community Affairs.

"Governing body" means the board, commission, council, or other body having the control of the finances of a local unit; and in those local units in which an executive officer is authorized by law to participate in such control through powers of recommendation, approval, or veto, the term includes that executive officer, to the extent of the officer's statutory participation.

"Joint contract" means an agreement between two or more local units to form a joint meeting.

"Joint meeting" means the joint operation of any public services, public improvements, works, facilities, or other undertaking by contracting local units pursuant to a joint contract under section 14 of P.L.2007, c.63 (C.40A:65-14).

"Local unit" means a "contracting unit" pursuant to section 2 of P.L.1971, c.198 (C.40A:11-2), a "district" pursuant to N.J.S.18A:18A-2, a "county college" pursuant to N.J.S.18A:64A-1, a joint meeting, or any authority or special district that is subject to the "Local Authorities Fiscal Control Law," P.L.1983, c.313 (C.40A:5A-1 et seq.).

"Operate" and "operation" mean and include acquisition, construction, maintenance, management, and administration of any lands, public improvements, works, facilities, services, or undertakings.

"Person" means any person, association, corporation, nation, State, or any agency or subdivision thereof, or a county or municipality of the State.

"Service" means any of the powers, duties and functions exercised or performed by a local unit by or pursuant to law.

"Shared service" or "shared" means any service provided on a regional, joint, interlocal, shared, or similar basis between local units, the provisions of which are memorialized by agreement between the participating local units, but, for the purposes of this act, does not include any specific service or activity regulated by some other law, rule or regulation.

"Shared service agreement" or "agreement" means a contract authorized under section 4 of P.L.2007, c.63 (C.40A:65-4).

"Terminal leave benefit" means a single, lump sum payment, paid at termination, calculated using the regular base salary at the time of termination.

SUBARTICLE B. SHARED SERVICES

40A:65-4 Agreements for shared services.

a. (1) Any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

(2) Notwithstanding any law, rule or regulation to the contrary, any agreement between local units for the provision of shared services shall be entered into pursuant to sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.); provided, however, that agreements regarding shared services that are otherwise regulated by statute, rule, or regulation are specifically excluded from sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.).

(3) The board is authorized to render a decision in the determination of the statutory basis under which a specific shared service is governed.

b. Any agreement entered into pursuant to this section shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the director.

40A:65-5 Adoption of resolution to enter into agreement.

a. A local unit authorized to enter into an agreement under section 4 of P.L.2007, c.63 (C.40A:65-4) may do so by the adoption of a resolution. A resolution adopted pursuant to this section or subsection b. of that section shall clearly identify the agreement by reference and need not set forth the terms of the agreement in full.

b. A copy of the agreement shall be open to public inspection at the offices of the local unit immediately after passage of a resolution to become a party to the agreement.

c. The agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement

40A:65-6 Local units sharing services, designation of primary employer; rules, regulations.

a. In the case of an agreement for the provision of services by an officer or employee of a local unit who is required to comply with a State license or certification requirement as a condition of employment, the agreement shall provide for the payment of a salary to the officer or employee and shall designate one of the local units as the primary employer of the officer or employee for the purpose of that person's tenure rights. If the agreement fails to designate one of the local units as the primary employer, then the local unit having the largest population, shall be deemed the primary employer for the purposes of that person's tenure rights.

b. A State department or agency with oversight over specific activities that are the subject of a shared service agreement may promulgate whatever rules and regulations it deems necessary to ensure that the service continues to be provided in accordance with the requirements of that department or agency.

40A:65-7 Specific services delineated in agreement; conditions.

a. An agreement made pursuant to section 4 of P.L.2007, c.63 (C.40A:65-4) shall specify:

- (1) the specific services to be performed by one or more of the parties as agent for any other party or parties;
- (2) standards of the level, quality, and scope of performance, with assignment and allocation of responsibility for meeting those standards between or among the parties;
- (3) the estimated cost of the services throughout the duration of the agreement, with allocation of those costs to the parties, in dollar amounts or by formula, including a time schedule for periodic payment of installments for those allocations. The specification may provide for the periodic modification of estimates or formulas contained therein in the light of actual experience and in accordance with procedures to be specified in the agreement;
- (4) the duration of the agreement, which shall be 10 years, unless otherwise agreed upon by the parties; and
- (5) the procedure for payments to be made under the contract.

b. In the case when all of the participating local units are municipalities, the agreement may provide that it shall not take effect until submitted to the voters of each municipality, and approved by a majority of the voters of each municipality voting at the referendum.

c. The agreement may provide for binding arbitration or for binding fact-finding procedures to settle any disputes or questions which may arise between the parties as to the interpretation of the terms of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities required by the agreement.

d. For the purposes of sections 4 through 13 of P.L.2007, c.63 (C.40A:65-4 through C.40A:65-13), any party performing a service under a shared service agreement is the general agent of any other party on whose behalf that service is performed pursuant to the agreement, and that agent-party has full powers of performance and maintenance of the service contracted for, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under the agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the party on whose behalf the agent-party acts pursuant to the agreement, except as the powers are limited by the terms of the agreement itself, and except that no contracting party shall be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by an agent-party unless that part or share is provided for in the agreement, or in an amendment thereto ratified by the contracting parties in the manner provided in sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) for entering into an agreement.

e. Except as the terms of any agreement may explicitly or by necessary implication provide, any party to an agreement entered into pursuant to section 4 of P.L.2007, c.63 (C.40A:65-4) may enter into another agreement or agreements with any other eligible parties for the performance of any service or services pursuant to sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.). The participation in one agreement shall not bar participation with the same or other parties in any other agreement.

f. Payment for services performed pursuant to an agreement shall be made by and to the parties, and at such intervals, as shall be provided in the agreement.

g. In the event of any dispute as to the amount to be paid, the full amount to be paid as provided in subsection a. of this section shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less

than was actually so paid, then the party having received the payment shall forthwith repay the excess.

40A:65-8 Preservation of seniority, tenure, pension rights for law enforcement officers.

a. Whenever two or more local units enter into an agreement, pursuant to section 4 of P.L.2007, c.63 (C.40A:65-4), for the shared provision of law enforcement services within their respective jurisdictions, the agreement shall recognize and preserve the seniority, tenure, and pension rights of every full-time law enforcement officer who is employed by each of the participating local units and who is in good standing at the time the ordinance authorizing the agreement is adopted, and none of those law enforcement officers shall be terminated, except for cause; provided, however, this provision shall not be construed to prevent or prohibit a merged law enforcement entity from reducing force as provided by law for reasons of economy and efficiency.

b. To provide for the efficient administration and operation of the shared law enforcement services within the participating local units, the agreement may provide for the appointment of a chief of police or other chief law enforcement officer. In that case, the agreement shall identify the appropriate authority to whom the chief of police or other chief law enforcement officer reports and also shall provide that any person who is serving as the chief of police or other chief law enforcement officer in one of the participating local units at the time the contract is adopted may elect either:

- (1) to accept a demotion of no more than one rank without any loss of seniority rights, impairment of tenure, or pension rights; or
- (2) to retire from service.

A person who elects retirement shall not be demoted, but shall retain the rank of chief of police or other chief law enforcement officer and shall be given terminal leave for a period of one month for each five-year period of past service as a law enforcement officer with a participating local unit. During the terminal leave, the person shall continue to receive full compensation and shall be entitled to all benefits, including any increases in compensation or benefits, that he may have been entitled to if he had remained on active duty.

c. Whenever the participating local units have adopted or are deemed to have adopted Title 11A, Civil Service, of the New Jersey Statutes with regard to the provision of law enforcement services, and the agreement provides for the appointment of a chief of police or other chief law enforcement officer, the position of chief of police or other chief law enforcement officer shall be in the career service.

40A:65-9 Awarding of public contracts.

If any local unit performs a service on behalf of one or more other local units that are parties to an agreement that utilizes a private contractor to perform all or most of that service, or all or most of a specific and separate segment of that service, then that local unit shall award the contract for the work to be performed by a private contractor under the agreement in accordance with the "Local Public Contracts Law," P.L. 1971, c.198 C.40A:11-1 et seq.).

40A:65-10 Approval of award of contract.

In the event that any authority, board, commission, district, joint meeting, or other body created by one or more local units proposes to enter into a contract under sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.), whereby that entity agrees to have performed on its

behalf services, the cost of which shall equal one-half or more of the total costs of the services being performed by that entity immediately prior to the adoption of the proposed contract, then the contract shall require approval by resolution of the governing body of each local unit which created the entity or which has become a participant therein subsequent to its creation. 40A:65-11 Employment reconciliation plan included in agreement; conditions.

a. When a local unit contracts, through a shared service or joint meeting, to have another local unit or a joint meeting provide a service it is currently providing using public employees and one or more of the local units have adopted Title 11A, Civil Service, then the agreement shall include an employment reconciliation plan in accordance with this section that and, if one or more of the local units have adopted Title 11A, Civil Service, shall specifically set forth the intended jurisdiction of the Department of Personnel. An employment reconciliation plan shall be subject to the following provisions:

(1) a determination of those employees, if any, that shall be transferred to the providing local unit, retained by the recipient local unit, or terminated from employment for reasons of economy or efficiency, subject to the provisions of any existing collective bargaining agreements within the local units.

(2) any employee terminated for reasons of economy or efficiency by the local unit providing the service under the shared service agreement shall be given a terminal leave payment of not less than a period of one month for each five-year period of past service as an employee with the local unit, or other enhanced benefits that may be provided or negotiated. For the purposes of this paragraph, "terminal leave payment" means a single, lump sum payment, paid at termination, calculated using the regular base salary at the time of termination. Unless otherwise negotiated or provided by the employer, a terminal leave benefit shall not include extended payment, or payment for retroactive salary increases, bonuses, overtime, longevity, sick leave, accrued vacation or other time benefit, or any other benefit.

(3) the Department of Personnel shall place any employee that has permanent status pursuant to Title 11A, Civil Service, of the New Jersey Statutes that is terminated for reasons of economy or efficiency at any time by either local unit on a special reemployment list for any civil service employer within the county of the agreement or any political subdivision therein.

(4) when a proposed shared service agreement affects employees in local units subject to Title 11A, Civil Service, of the New Jersey Statutes, an employment reconciliation plan shall be filed with the Department of Personnel prior to the approval of the shared service agreement. The department shall review it for consistency with this section within 45 days of receipt and it shall be deemed approved, subject to approval of the shared service agreement by the end of that time, unless the department has responded with a denial or conditions that must be met in order for it to be approved.

(5) when an action is required of the Department of Personnel by this section, parties to a planned shared service agreement may consult with that department in advance of the action and the department shall provide such technical support as may be necessary to assist in the preparation of an employment reconciliation plan or any other action required of the department by this section.

b. If all the local units that are parties to the agreement are subject to the provisions of

Title 11A, Civil Service, of the New Jersey Statutes, the Department of Personnel shall create an implementation plan for the agreement that will: (1) transfer employees with current status in current title unless reclassified, or (2) reclassify employees into job titles that best reflect the work to be performed. The Department of Personnel shall review whether any existing hiring or promotional lists should be merged, inactivated, or reannounced. Non-transferred employees shall be removed or suspended only for good cause and after the opportunity for a hearing before the Merit System Board; provided, however, that they may be laid-off in accordance with the provisions of N.J.S.11A:8-1 et seq., and the regulations promulgated thereunder. The final decision of which employees shall transfer to the new employer is vested solely with the local unit that will provide the service and subject to the provisions of any existing collective bargaining agreements within the local units.

c. If the local unit that will provide the service pursuant to a shared service agreement is subject to Title 11A, Civil Service, of the New Jersey Statutes, but the local unit to receive the service is not subject to that Title, and the contracting local units desire that some or all employees of the recipient local unit are to be transferred to the providing local unit, the Department of Personnel shall vest only those employees who have been employed for one year or more in permanent status pursuant to N.J.S.11A:9-9 in appropriate titles, seniority, and tenure with the providing local unit based on the duties of the position. The final decision of which employees shall transfer to the new employer is vested solely with the local unit that will provide the service and subject to the provisions of any existing collective bargaining agreements within the local units.

d. If the local unit that will provide the service is not subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes, but the local unit that will receive the service is subject to that Title and the parties desire that some or all employees of the recipient local unit are to be transferred to the providing local unit, the transferred employees shall be granted tenure in office and shall only be removed or suspended for good cause and after a hearing; provided, however, that they may be laid-off in accordance with the provisions of N.J.S.11A:8-1 et seq., and the regulations promulgated thereunder. The transferred employees shall be subject to layoff procedures prior to the transfer to the new entity. Once transferred, they will be subject to any employment contracts and provisions that exist for the new entity. The final decision of which employees shall transfer to the new employer is vested solely with the local unit that will provide the service and subject to the provisions of any existing collective bargaining agreements within the local units.

40A:65-12 Provision of technical advice by Public Employment Relations Commission.

The Public Employment Relations Commission is specifically authorized to provide technical advice, pursuant to section 12 of P.L.1968, c.303 (C.34:13A-8.3), and mediation services to integrate separate labor agreements into single agreements for the shared service agreement. The commission may order binding arbitration, pursuant to P.L.1995, c.425 (C.34:13A-14a et al.), to integrate any labor agreement.

40A:65-13 Construction of power to share services.

It is the intent of the Legislature to facilitate and promote shared service agreements, and therefore the grant of power under sections 1 through 35 of P.L.2007, c.63 (C.40A:65-1 through C.40A:65-35) is intended to be as broad as is consistent with general law.

SUBARTICLE C. JOINT MEETINGS

40A:65-14 Joint contract for joint meeting for public services.

a. The governing bodies of any two or more local units may enter into a joint contract, for a period not to exceed 40 years, to provide for the formation of a joint meeting for the joint operation of any public services, public improvements, works, facilities, or undertakings which the local units are empowered to operate. The contract shall be entered into in accordance with the procedures set forth in subsection b. of section 16 of this bill.

b. A joint contract may provide for joint services for any services which any contracting local unit, on whose behalf those services are to be performed, is legally authorized to provide for itself. Those services include, but are not limited to, general government administration, health, police and fire protection, code enforcement, assessment and collection of taxes, financial administration, environmental protection, joint municipal courts, and youth, senior citizens and social welfare programs.

c. The joint contract shall set forth the public services, public improvements, works, facilities, or undertakings which the contracting local units desire to operate jointly, and shall provide in general terms the manner in which the public services, public improvements, works, facilities or undertakings shall be jointly operated, and the respective duties and responsibilities of the contracting local units.

d. No joint contract pursuant to this section shall authorize the operation of any property or service defined as a "public utility" by R.S.48:2-13, except as may otherwise be provided by law.

40A:65-15 Joint meeting deemed public body corporate and politic; powers.

a. A joint meeting is a public body corporate and politic constituting a political subdivision of the State for the exercise of public and essential governmental functions to provide for the public health and welfare.

b. A joint meeting has the following powers and authority, which may be exercised by its management committee to the extent provided for in the joint contract:

(1) to sue and be sued;

(2) to acquire and hold real and personal property by deed, gift, grant, lease, purchase, condemnation or otherwise;

(3) to enter into any and all contracts or agreements and to execute any and all instruments;

(4) to do and perform any and all acts or things necessary, convenient or desirable for the purposes of the joint meeting or to carry out any powers expressly given in sections 1 through 35 of P.L.2007, c.63 (C.40A:65-1 through C.40A:65-35);

(5) to sell real and personal property owned by the joint meeting at public sale;

(6) to operate all services, lands, public improvements, works, facilities or undertakings for the purposes and objects of the joint meeting;

(7) to enter into a contract or contracts providing for or relating to the use of its services,

8

lands, public improvements, works, facilities or undertakings, or any part thereof, by local units who are not members of the joint meeting, and other persons, upon payment of charges therefor as fixed by the management committee;

(8) to receive whatever State or federal aid or grants that may be available for the purposes of the joint meeting and to make and perform any agreements and contracts that are necessary or convenient in connection with the application for, procurement, acceptance, or disposition of such State or federal aid or grants; and

(9) to acquire, maintain, use, and operate lands, public improvements, works, or facilities in any municipality in the State, except where the governing body of the municipality, by resolution adopted within 60 days after receipt of written notice of intention to so acquire, maintain, use, or operate, shall find that the same would adversely affect the governmental operations and functions and the exercise of the police powers of that municipality.

c. If the governing body of a municipality in which a joint meeting has applied for the location and erection of sewage treatment or solid waste disposal facilities refuses permission therefor, or fails to take final action upon the application within 60 days of its filing, the joint meeting may, at any time within 30 days following the date of such refusal or the date of expiration of the 60-day period, apply to the Department of Environmental Protection for relief. That department is authorized, after hearing the joint meeting and the interested municipality, to grant the application for the erection of the sewage treatment or disposal or solid waste treatment or disposal facilities, notwithstanding the refusal or failure to act of the municipal governing body, upon being satisfied that the topographical and other physical conditions existing in the local units comprising the joint meeting are such as to make the erection of such facilities within its boundaries impracticable as an improvement for the benefit of the whole applying joint meeting.

40A:65-16 Provisions of joint contract.

a. The joint contract shall provide for the operation of the public services, public improvements, works, facilities, or undertakings of the joint meeting, for the apportionment of the costs and expenses of operation required therefor among the contracting local units, for the addition of other local units as members of the joint meeting, for the terms and conditions of continued participation and discontinuance of participation in the joint meeting by the contracting local units, and for such other terms and conditions as may be necessary or convenient for the purposes of the joint meeting. The apportionment of costs and expenses may be based upon assessed valuations, population, and such other factor or factors, or any combination thereof, as may be provided in the joint contract.

b. (1) Notwithstanding any law to the contrary concerning approval of contracts, the joint contract shall be subject to approval by resolution of the governing bodies of each of the local units prior to its execution by the official or officials who are authorized to execute a joint contract.

(2) The joint contract shall specify the name by which the joint meeting shall be known.

(3) The joint contract may be amended from time to time by agreement of the parties thereto, in the same manner as the original contract was authorized and approved.

(4) A copy of every resolution creating a joint meeting, and every amendment thereto, shall be forthwith filed with the director.

40A:65-17 Preservation of seniority, tenure, pension rights of law enforcement officers.

a. Whenever the governing bodies of two or more local units enter into a joint contract for the joint operation of law enforcement services within their respective jurisdictions, the contract shall recognize and preserve the seniority, tenure, and pension rights of every



fulltime law enforcement officer who is employed by each of the contracting local units and who is in good standing at the time the ordinance or resolution, as the case may be, authorizing the contract is adopted, and none of those law enforcement officers shall be terminated, except for cause; provided, however, this provision shall not be construed to prevent or prohibit a merged law enforcement entity from reducing force as provided by law for reasons of economy and efficiency.

b. (1) To provide for the efficient administration and operation of the joint law enforcement services within the participating local units, the joint contract may provide for the appointment of a chief of police or other chief law enforcement officer. In that case, the joint contract shall identify the appropriate authority to whom the chief of police or other chief law enforcement officer reports and also shall provide that any person who is serving as the chief of police or other chief law enforcement officer in one of the participating local units at the time the joint contract is adopted may elect either:

(a) to accept a demotion of no more than one rank without any loss of seniority rights, impairment of tenure, or pension rights; or

(b) to retire from service.

(2) Any person who elects retirement shall not be demoted but shall retain the rank of chief of police or other chief law enforcement officer and shall be given terminal leave for a period of one month for each five-year period of past service as a law enforcement officer with the participating local unit. During the terminal leave, the person shall continue to receive full compensation and shall be entitled to all benefits, including any increases in compensation or benefits, that he may have been entitled to if he had remained on active duty.

c. Whenever the participating local units have adopted or are deemed to have adopted Title 11A, Civil Service, of the New Jersey Statutes with regard to the provision of law enforcement services, and the contract provides for the appointment of a chief of police or other chief law enforcement officer, the position of chief law enforcement officer shall be in the career service.

40A:65-18 Applicability of terms of existing labor contracts.

a. When a joint meeting merges bargaining units that have current contracts negotiated in accordance with the provisions of the "New Jersey Employer-Employee Relations Act," P.L.1941, c.100 (C.34:13A-1 et seq.), the terms and conditions of the existing contracts shall apply to the rights of the members of the respective bargaining units until a new contract is negotiated, reduced to writing, and signed by the parties as provided pursuant to law and regulation promulgated thereunder.

b. The Public Employment Relations Commission is specifically authorized to provide technical advice, pursuant to section 12 of P.L.1968, c.303 (C.34:13A-8.3), and mediation services to integrate separate labor agreements into single agreements for the joint contract. The commission may order binding arbitration, pursuant to P.L.1995, c.425 (C.34:13A-14a et al.), to integrate any labor agreement.

40A:65-19 Employment reconciliation plan; provisions.

a. When a local unit agrees to participate in a joint meeting that will provide a service that the local unit is currently providing itself through public employees, the agreement shall include an employment reconciliation plan in accordance with this section. An employment reconciliation plan shall be subject to the following provisions:

(1) a determination of those employees, if any, that shall be transferred to the joint meeting, retained by the contracting local unit, or terminated from employment for reasons of economy or efficiency subject to the provisions of any collective bargaining agreements within the local units.

(2) any employee terminated for reasons of economy or efficiency by the contracting local unit providing the service or by the joint meeting shall be given a terminal leave payment of not less than a period of one month for each five-year period of past service as an employee with the local unit, or other enhanced benefits that may be provided or negotiated. Unless otherwise negotiated or provided by the employer, a terminal leave benefit shall not include extended payment, or payment for retroactive salary increases, bonuses, overtime, longevity, sick leave, accrued vacation or other time benefit, or any other benefit.

(3) the Department of Personnel shall place any employee that has permanent status pursuant to Title 11A, Civil Service, of the New Jersey Statutes that is terminated for reasons of economy or efficiency at any time by either local unit on a special reemployment list for any civil service employer within the county of the agreement or any political subdivision therein.

(4) when a proposed joint contract affects employees in local units that operate under the provisions of Title 11A, Civil Service, of the New Jersey Statutes, an employment reconciliation plan shall be filed with the Department of Personnel prior to the approval of the joint meeting agreement. That department shall review the plan for consistency with this section within 45 days of receipt and it shall be deemed approved, subject to approval of the joint meeting agreement by the end of that time, unless that department has responded with a denial or conditions that must be met in order for it to be approved.

(5) when an action is required of the Department of Personnel by this section, parties to a proposed joint contract may consult with the department in advance of the action and the department shall provide such technical support as may be necessary to assist in the preparation of an employment reconciliation plan or any other action required of the department by this section.

b. If both the local unit and joint meeting operate under the provisions of Title 11A, Civil Service, of the New Jersey Statutes, the Department of Personnel shall create an implementation plan for employees to be hired by the joint meeting that will: (1) transfer employees with current status in current title unless reclassified or (2) reclassify employees, if necessary, into job titles that best reflect the work to be performed. The Department of Personnel shall review whether any existing hiring or promotional lists should be merged, inactivated, or re-announced. Non-transferred employees shall be removed or suspended only for good cause and after the opportunity for a hearing before the Merit System Board; provided, however, that they may be laid-off in accordance with the provisions of N.J.S.11A:8-1 et seq., and the regulations promulgated thereunder. The final decision of which employees shall transfer to the new employer is vested solely with the local unit that will provide the service and subject to the provisions of any existing collective bargaining agreements within the local units.

c. If the joint meeting operates under the provisions of Title 11A, Civil Service, of the New Jersey Statutes, and a local unit receiving the service is not subject to that Title, and the parties desire that some or all employees of the local unit be transferred to the joint meeting,

the Department of Personnel shall vest only those employees who have been employed one year or more in permanent status pursuant to N.J.S.40A:9-9 in appropriate titles, seniority, and tenure with the providing local unit based on the duties of the position. The final decision of which employees shall transfer to the new employer is vested solely with the joint meeting and subject to the agreements affecting the parties, provided that those agreements do not conflict with the provisions of any existing collective bargaining agreements within the local units.

d. (1) If the joint meeting does not operate under the provisions of Title 11A, Civil Service, of the New Jersey Statutes, and the local unit receiving the service is subject to that Title, and the parties desire that some or all employees of the recipient local unit are to be transferred to the joint meeting, then the transferred employees shall be granted tenure in office and shall be removed or suspended only for good cause and after a hearing. The transferred employees shall be subject to layoff procedures prior to the transfer to the new entity. Once transferred, they will be subject to any employment contracts and provisions that exist for the new entity. The final decision of which employees shall transfer to the joint meeting is vested solely with the joint meeting and subject to the provisions of any existing collective bargaining agreements within the local units.

(2) A joint meeting established after the effective date of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) that affects both employees in local units subject to Title 11A, Civil Service, of the New Jersey Statutes and employees in local units not subject to that Title, shall determine whether the employees of the joint meeting shall be subject to the Title. If the joint meeting determines that the employees shall not be subject to Title 11A, Civil Service, of the New Jersey Statutes, then the employees from the local units in which the Title is in effect shall have the same rights as employees transferred pursuant to paragraph (1) of this subsection.

40A:65-20 Constitution, appointment of management committee.

a. The joint contract shall provide for the constitution and appointment of a management committee to consist of at least three members, of which one shall be appointed by the governing body of each of the local units executing the joint contract. The members shall be residents of the appointing local unit, except that a member who is the chief financial officer, business administrator, municipal administrator, or municipal manager of the local unit making the appointment need not be a resident of the appointing local unit. The appointees may or may not be members of the appointing governing body. Each member of the management committee shall hold office for the term of one year and until the member's successor has been appointed and qualified. In the event that there is an even number of local units that are parties to the joint contract, the management committee shall consist of one member appointed by each of the governing bodies and one member selected by the two other appointed members.

b. The management committee shall elect annually from among its members a chair to preside over its meetings. The management committee may appoint such other officers and employees, including counsel, who need not be members of the management committee or members of the governing bodies or employees or residents of the local units, as it may deem necessary. The employees appointed by the management committee shall hold office for such term not exceeding four years as may be provided by the joint contract. The management

committee shall adopt rules and regulations to provide for the conduct of its meetings and the duties and powers of the chairman and such other officers and employees as may be appointed. All actions of the management committee shall be by vote of the majority of the entire membership of the committee, except for those matters for which the contract requires a greater number, and shall be binding on all local units who have executed the joint contract. The management committee shall exercise all of the powers of the joint meeting subject to the provisions of the joint contract.

The joint contract may provide for the delegation of the administration of any or all of the services, lands, public improvements, works, facilities or undertakings of the joint meeting to the governing body of any one of the several contracting local units, in which event such governing body shall have and exercise all of the powers and authority of the management committee with respect to such delegated functions.

40A:65-21 Apportionment of operating costs by management committee.

The cost of acquiring, constructing, and operating any public improvements, works, facilities, services, or undertakings, or any part thereof, as determined by the management committee, shall be apportioned among the participating local units as provided by the joint contract. Each local unit shall have power to raise and appropriate the funds necessary therefor in the same manner and to the same extent as the local unit would have if it were acquiring and constructing the same for itself, including the power to authorize and issue bonds or other obligations pursuant to the "Local Bond Law," N.J.S.40A:2-1 et seq. The management committee shall certify to the participating local units the cost of the acquisition or construction, as well as the apportioned shares thereof, within 15 days after its action thereon.

40A:65-22 Certification of costs and expenses by management committee.

The management committee, not later than November 1 of each year, shall certify to the participating local units the total costs and expenses of operation, other than acquisition and construction costs, of the services, public improvements, works, facilities, or undertakings for the ensuing year, in accordance with the terms and provisions of the joint contract, together with an apportionment of the costs and expenses of operation among the participating local units in accordance with the method of apportionment provided in the joint contract. It shall be the duty of each participating local unit to include its apportioned share of such costs and expenses of operation in its annual budget, and to pay over to the management committee its apportioned share as provided in the joint contract. Operations under the budget and related matters shall be subject to and in accordance with rules of the Local Finance Board or the Commissioner of Education, as appropriate. The Local Finance Board shall be responsible for the determination of the appropriate rule-making authority with regard to each joint contract. For the first year of operation under the joint contract, a participating local unit may adopt a supplemental or emergency appropriation for the purpose of paying its apportioned share of the costs and expenses of operation, if provision therefore has not been made in the annual budget.

40A:65-23 Termination of joint contract.

The joint contract shall be terminated upon the adoption of a resolution to that effect by the governing bodies of two-thirds of the local units then participating; except that if only two local units are then participating, adoption of a resolution by both units shall be required to

terminate the contract. The termination shall not be made effective earlier than the end of the fiscal year next succeeding the fiscal year in which the last of the required number of local units adopts its termination resolution

40A:65-24 Existing joint meeting, public school jointure unaffected.

Any joint meeting or public school jointure formed under a previous law is continued and shall be governed under the provisions of sections 1 through 35 of P.L.2007, c.63 (C. 40A:65-1 through C.40A:65-35).

#### SUBARTICLE D. LOCAL OPTION MUNICIPAL CONSOLIDATION

40A:65-25 Findings, declarations relative to municipal consolidation.

a. The Legislature finds and declares that in order to encourage municipalities to increase efficiency through municipal consolidation for the purpose of reducing expenses borne by their property taxpayers, more flexible options need to be available to the elected municipal officials and voters than are available through the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.).

b. (1) In lieu of the procedures set forth in the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.), the governing bodies from two or more contiguous municipalities may apply to the board for either:

(a) approval of a plan to consolidate their municipalities; or

(b) creation of a Municipal Consolidation Study Commission, as described in subsection c. of this section.

(2) A representative committee of registered voters from two or more contiguous municipalities may petition the board for the creation of a Municipal Consolidation Study Commission, as described in subsection c. of this section. The petition, to be sufficient, shall be signed by the registered and qualified voters of the municipalities in a number at least equal to 10% of the total votes cast in those municipalities at the last preceding general election at which members of the General Assembly were elected.

(3) The board shall provide application forms and technical assistance to any governing bodies or voters desiring to apply to the board for approval of a consolidation plan or the creation of a Municipal Consolidation Study Commission.

(4) A consolidation commission established pursuant to P.L.1977, c.435 (C.40:43-66.35 et seq.) in the year prior to enactment of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) may apply to the Local Finance Board for approval to use the provisions of section 25 through 29 of P.L.2007, c.63 (C.40A:65-25 through C.40A:65-29).

c. An application to create a Municipal Consolidation Study Commission shall propose a process to study the feasibility of consolidating the participating municipalities into a single new municipality or merging one into the other. The application shall include provisions for:

(1) the means of selection and qualifications of study commissioners;

(2) the timeframe for the study, which shall be no more than three years, along with key events and deadlines, including time for review of the report by State agencies, which review shall be no less than three months;

(3) whether a preliminary report shall be issued in addition to the final report;

(4) whether the development of a consolidation implementation plan will be a part of the

study;

(5) the means for any proposed consolidation plan to be approved; either by voter referendum, by the governing bodies, or both; and

(6) if proposed by a representative group of voters, justification of that group's standing to serve as the community advocate for the consolidation proposal.

d. (1) An application to the board for consideration of a consolidation plan or to create a Municipal Consolidation Study Commission shall be subject to a public hearing within each municipality to be studied, and a joint public hearing in a place that is easily accessible to the residents of both or all of the municipalities.

(2) The public hearings shall be facilitated by the board and conducted in accordance with the provisions of the "Senator Byron M. Baer Open Public Meetings Act," P.L.1975, c.231 (C.10:4-6 et seq.).

(3) After approval of a plan by the board, it may be amended upon petition to the board by the applicant. Based on the nature of the amendment, the board may decide to hold a public hearing in any of the municipalities affected by the plan, or at a regular meeting, or both.

e. Every Municipal Consolidation Study Commission shall include a representative of the Department of Community Affairs as a non-voting representative on the commission. The representative shall not be a resident of a municipality participating in the study. The department shall prepare an objective fiscal study of the fiscal aspects of a consolidation and shall provide it to the commission in a timely manner.

f. If the consolidation would include the consolidation of boards of education, a person appointed by the Commissioner of Education shall serve as a non-voting member of that Municipal Consolidation Study Commission. The representative of the Commissioner of Education shall not be a resident of a community participating in the study. The county superintendent of schools shall conduct a study on the impact of consolidation on the educational system and its finances. The report shall be provided to the commission in a timely manner.

g. There shall be no more than one of either a consolidation plan study, a Municipal Consolidation Study Commission, or a joint municipal consolidation created under the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.), active in a single municipality at the same time. In the event that more than one application is filed with the board or is being considered by the governing bodies while another action affecting the same municipality or municipalities is under consideration, the board shall consider the applications and shall join any proposed creation of a joint municipal consolidation together and approve only one action as the board deems to be in the public interest. Prior to approving a single action, the board shall hold a public hearing permitting all parties to present testimony on the merits of their action in relation to the other proposals. Once an action is approved by the board, another action from the same combination of municipalities shall not be approved for at least five years.

h. In considering its decisions under sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.), the Local Finance Board and any other State agency shall take into account local conditions, the reasonableness of proposed decisions, and the facilitation of the consolidation process in making decisions concerning consolidation.

40A:65-26 Required information included in Municipal Consolidation Study

Commission Reports.

a. A consolidation plan or report of a Municipal Consolidation Study Commission shall include the provisions of sections 16 and 24 of P.L.1977, c.435 (C.40:43-66.50 and 40:43-66.58), insofar as they are consistent with the provisions of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.). In addition, a consolidation plan shall address the following implementation issues:

- (1) a timetable for implementing the consolidation plan;
- (2) duplicate positions, including those held by tenured, certified officers, listing those positions proposed to be abolished for reasons of economy, efficiency or other good cause and listing those positions proposed to be merged; and
- (3) applicability of the provisions of Title 11A, Civil Service, of the New Jersey Statutes, if Title 11A has been adopted by one or more consolidating municipalities.

b. The following policies may be considered and implemented under an application for approval of a consolidation plan, and may be included as part of a study under the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.), or as part of a study conducted by a Municipal Consolidation Study Commission pursuant to sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.):

- (1) creation of a consolidation implementation plan to establish a timetable of significant events and goals to be achieved as part of a consolidation study;
- (2) a phase-in of a consolidation over a fixed period of time. Such a plan shall be subject to review and approval of the Local Finance Board prior to it being approved by the governing bodies or subject to voter referendum;
- (3) variations from existing State law or State department rules that may not have anticipated a phase-in or consolidation of services. When variations are proposed, they shall be submitted to the board which shall refer it to the agency with oversight responsibility. After due consideration, the referee agency is empowered to waive such law or rules if a waiver is found reasonable to further the process of consolidation. Where no such agency exists, the Commissioner of Community Affairs shall act on behalf of the State. These requests shall be acted on within 45 days of their receipt by an agency, and they shall be deemed approved, subject to approval of a consolidation proposal by the municipalities, by the end of that time unless the agency has responded with a denial, conditions that must be met in order for it to be approved, or an alternative approach to resolving the matter;
- (4) the use of advisory planning districts, comprised of residents living in the former territories of each former municipality, to provide advice to the planning board and the zoning board of adjustment on applications and master plan changes affecting those areas. A consolidation study plan shall specify the types and nature of the development and zoning applications that the advisory planning districts shall review and the official boards shall be required to respond, at a public meeting, to each suggestion made by an advisory planning district;
- (5) the establishment of service districts comprised of the boundaries of any or all of the former municipalities which may be used to allocate resources and used for official geographic references in the new municipality;
- (6) the continued use of boundary lines of any or all of the former municipalities to continue local ordinances that existed prior to consolidation that the governing body deems

necessary and appropriate. The need for any such differentiation shall be reviewed by the governing body at least every five years and shall only be continued upon the affirmative vote of the full membership of the governing body, and if such continuance fails, the governing body shall then adopt uniform policies for the entire area; and

(7) the apportionment of existing debt between the taxpayers of the consolidating municipalities, including whether existing debt should be apportioned in the same manner as debt within special taxing districts so that the taxpayers of each consolidating municipality will continue to be responsible for their own pre-consolidation debts.

c. When one of the municipalities is subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes, the question of whether the new municipality shall be subject to the provisions of that Title shall be the subject of a public referendum before all of the voters of the consolidating municipalities. Upon the approval by a majority of those voting, regardless of their municipality of residence, the new municipality shall be subject to the provisions of that Title.

40A:65-27 Creation of task force to facilitate consolidation.

a. Once a consolidation has been approved by the affected municipal governing bodies or voters, the division shall create a task force of State departments, offices and agencies, as it deems appropriate, and representatives of affected negotiations units, to facilitate the consolidation and provide technical assistance.

b. When a consolidation plan provides that the consolidated municipality will be subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes the Department of Personnel is specifically authorized to create a consolidation implementation plan to vest noncivil service employees, based on the education and experience of the individuals, in appropriate titles and tenure.

c. Whenever a referendum question to decide if a consolidated municipality shall be subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes fails, the employees of a municipality already subject to that Title shall be given non-civil service titles in the new entity and previously held tenure shall be vacated.

d. The Public Employment Relations Commission is authorized to provide technical advice, pursuant to section 12 of P.L.1968, c.303 (C.34:13A-8.3), to assist a new municipality and existing labor unions to integrate separate labor agreements into consolidated agreements and to adjust the structure of collective negotiations units, as the commission determines appropriate for the consolidated municipality.

40A:65-28 Equalization of property assessments for apportionment of taxes.

a. If a revaluation of property for the consolidated municipality is not implemented for the first local budget year of the consolidated municipality, then the assessments on the properties owned by the taxpayers of the former municipalities shall be equalized for the apportionment of taxes for the consolidated municipality, in the same manner as assessments are equalized for the apportionment of county taxes.

b. The owners of any residential property or residential tenants of any municipality consolidated under sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.), or the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.), who experience a municipal or school district purposes real property tax increase in the first tax year following the municipal consolidation shall be entitled to annual property tax relief until such time as they sell or



transfer their home or no longer reside as tenants in the rental unit they occupied just prior to the municipal consolidation. In the case of the owner of residential property, the property tax relief shall be reflected as a credit on the property tax bill equal to the difference between the municipal and school district purposes real property tax payable by the taxpayer for the tax year, subject to any adjustment as determined necessary by the Director of the Division of Local Government Services in the Department of Community Affairs to reflect operating budgets for a normal pre-consolidated fiscal year, and the municipal and school district purposes real property tax billed to that taxpayer for the tax year during which the consolidation is effectuated, as may be adjusted by the Director of the Division of Local Government Services in the Department of Community Affairs to reflect normal postconsolidation operating budgets for the municipalities and school districts. In the case of a residential tenant, the tax credit applied to an apartment property shall be distributed to eligible tenants pursuant to the provisions of the "Tenants' Property Tax Rebate Act," P.L.1976, c.63 (C.54:4-6.2 et seq.) and this section. The total of all such relief in the municipality shall be paid by the State to the municipality on a schedule determined by the Local Finance Board. For the purpose of this subsection, a "normal" budget year shall be one that, in the determination of the director, does not reflect expenses made in anticipation of, or in implementation of, a municipal consolidation.

40A:65-29 Construction of law on consolidation appeals.

The provisions of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) shall be liberally construed to effectuate the intention of sections 25 through 28 of P.L.2007, c.63 (C.40A:65-25 through C.40A:65-28). The board is empowered to act to provide guidance, interpretation, and to resolve disputes regarding these sections or the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.). Decisions of the board may be appealed directly to the Appellate Division of the Superior Court.

#### SUBARTICLE E. SHARING AVAILABLE RESOURCES EFFICIENTLY PROGRAM

40A:65-30 "Sharing Available Resources Efficiently" (SHARE) program established.

a. A local unit that plans to study the feasibility of a shared service agreement, joint meeting contract, or municipal consolidation may apply to the director for grants or loans to fund the study, including consultant costs, and to fund one-time start-up costs of a shared service agreement or joint meeting contract or municipal consolidation. The director, in consultation with the Commissioner of Education, shall establish a program to be known as the "Sharing Available Resources Efficiently" program, or "SHARE," to accomplish this purpose, and, in consultation with the commissioner, shall promulgate rules and regulations necessary to effectuate the purposes of the program.

b. The director, in consultation with the commissioner, shall provide guidelines and procedures for the submission of SHARE grant and loan applications.

c. Applications for shared service study funds:

(1) May require such local match of funds, as is determined by the director for the studies if the director finds that the local unit is financially capable of providing such matching funds.

(2) Shall not require a local match of funds for consolidation studies under sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) or the "Municipal Consolidation Act," P.L.1977,

c.435 (C.40:43-66.35 et al.).

(3) Grants for implementation of shared services may include financial assistance for terminal leave benefits, but not for early retirement incentives related to pension contributions.

d. Applications for one-time start-up costs shall provide that:

(1) Local units may apply for financial assistance for the one-time start-up costs necessary to implement shared services. Costs that may be financed through the issuance of debt or capital lease agreements shall be excluded from this program.

(2) The director may set limits on aid awards and negotiate the various provisions, costs, payment provisions, and amounts of grants or loans to ensure that the shared service is cost effective and in the public interest. Financial assistance for costs associated with terminal leave benefits shall be limited to the lesser of the officer or employee's regular base rate of compensation that is paid for the terminal leave benefit pursuant to an applicable employment contract, local practice, local ordinance, or State law.

e. The director may provide technical support programs to assist local units in applying for grants or aid for studying shared services.

40A:65-31 "Sharing Available Resources Efficiently" account.

There is created a "Sharing Available Resources Efficiently" account within the Property Tax Relief Fund as a non-lapsing revolving account which shall receive moneys as may be credited to it from the Property Tax Relief Fund, the repayments of loans made from the account, and any other funds as may be appropriated to the account from time to time. Moneys in the account shall be appropriated for the purposes of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.).

#### SUBARTICLE F. VOTER PARTICIPATION TO IDENTIFY SHARED SERVICES AND OTHER COST-SAVING OPPORTUNITIES

40A:65-32 Adoption of resolution authorizing certain referenda for citizen's commission.

The governing body of a municipality may adopt, at any regular meeting, a resolution requesting the clerk of the county to print upon the official ballots to be used at the next ensuing regular or general election, as appropriate, a certain proposition to authorize the creation of a citizen's commission, consisting of members of the governing body, appropriate municipal officials such as the municipal purchasing agent, and at least an equal number of residents of the municipality, and to identify and implement shared service, joint meeting, or consolidation opportunities for the municipality. The proposition shall be formulated and expressed in the resolution in concise form and filed with the clerk of the county not later than 74 days previous to the election. If approved by a majority of those voting at the election, the proposition shall be binding and shall constitute the authority for the governing body to appoint members to the citizen's commission and provide resources as it deems necessary.

#### SUBARTICLE G. MISCELLANEOUS

40A:65-33 Existing agreements, contracts continued.

Any shared service agreement, joint contract for a joint meeting, or agreement to regionalize or consolidate services in existence at the time of enactment of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) are continued pursuant to the law in effect at the time that the agreement or contract was executed; provided, however, that any renewals shall be in accordance with the provisions of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.). 40A:65-34 PERC rules, regulations, fee schedule, grievances, appeals.

a. Any shared service or joint meeting agreement or municipal consolidation shall be deemed in furtherance of the public good and presumed valid, subject to a rebuttable presumption of good faith on the part of the governing bodies entering into the agreement.

b. With regard to any responsibilities assigned to the Public Employment Relations Commission pursuant to sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.):

(1) The commission may promulgate rules or regulations to effectuate the purposes of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.).

(2) The commission may establish a fee schedule to cover the costs of effectuating its services; provided, however, that the fees so assessed shall not exceed the commission's actual cost of effectuating those provisions.

(3) Within 14 days of receiving a decision, a party aggrieved by a decision of a mediator or arbitrator assigned by the commission may file notice of an appeal of an award to the commission. In deciding an appeal, the commission, pursuant to rule and regulation and upon petition, may afford the parties the opportunity to present oral arguments. The commission may affirm, modify, correct or vacate the award or may, at its discretion, remand the award to the same arbitrator or to another arbitrator, selected by lot, for reconsideration. An aggrieved party may appeal a decision of the commission to the Appellate Division of the Superior Court.

#### SUBARTICLE H. REPEALER

This subarticle repeals the Interlocal Services Act (NJS 40:8A-1 et seq.), the Consolidated Municipal Services Act (NJS 40:48-1 et seq.) and several other statutes. Please refer to the New Jersey Statutes for the full text of this section.

The remaining sections of Chapter 63 modify statutes dealing with local budgets and the powers and duties of County Superintendents of Schools. Please refer to the New Jersey Statutes for the full text of those sections.

20

#### SPECIAL NOTE

##### INTERLOCAL CONTRACTS FOR CONSTRUCTION CODE ENFORCEMENT

N.J.A.C. 5:23-4.6 Interlocal enforcing agencies - establishment

a. Parties: Any two or more municipalities may, by ordinance, join together to administer and enforce the regulations and any sub code under the regulations. Any municipalities party to an agreement establishing one enforcing agency consisting of all sub codes may further provide for the establishment of a joint board of appeals.

b. Agreement: Except as the section may add or substitute requirements, the procedures for the execution of any agreement pursuant to this section, shall be governed by the Interlocal

Services Act (N.J.S.A. 40:8A-1 et seq.).

(1) Upon final adoption of an ordinance pursuant to the Interlocal Services Act , a copy of such ordinance, the contract, and any other pertinent information shall be forwarded to the department.

(2) The term of any contract entered into pursuant to this section shall be four years.

(3) The contract shall stipulate that the term of office of any construction or sub code official shall, except for good cause, be four years.

(4) Such contract shall provide a mechanism for administration and enforcement within each of the contracting municipalities by one or more of the contracting municipalities, on an interim or emergency basis, should such agreement be invalidated by a court of competent jurisdiction or prove otherwise unenforceable.

(5) The contract shall additionally stipulate the information contained in N.J.A.C. 5:23-4.7(b) and 4.8(a)

# Appendix 3 – Locator Maps

