

**Borough of Medford Lakes
and the
Township of Medford**

**Feasibility Study
for Shared Police Services**

**Performed by:
Salmon Ventures Limited**



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Introduction

In March of 2009, the Borough of Medford Lakes (Borough), in partnership with the Township of Medford (Township), issued a request for proposals for a professional service contract to conduct a feasibility study for the delivery of police services for the two municipalities. Funding for this study was approved and provided by the New Jersey Department of Community Affairs, Division of Local Government Services, SHARE Program (Sharing Available Resources Efficiently Program). The Borough of Medford Lakes is the lead municipality in the study. In May 2009, Salmon Ventures Limited (SVL) was awarded the contract. SVL was retained for the purpose of determining if the regionalization or sharing of police services between the two municipalities has the potential to save taxpayers' dollars while providing a more efficient and effective public safety response.

The initial meeting was held on May 21, 2009. While conducting the feasibility study, SVL reviewed the mission statements, organizational charts, and scope and volume of services of both municipal police departments. Numerous documents were analyzed, including but not limited to: budget expenditures; calls for service; work schedules; attendance or officer availability records; and UCR crime data. SVL conducted extensive interviews with the Mayors, Managers, Chiefs of Police, ranking officials and other key employees from both municipalities. The SVL Team made ten (10) visits to the Borough and Township to perform these interviews, obtain pertinent documents and gather the necessary information.

The SVL Team would like to commend the officials from both municipalities for their cooperation and professionalism during personal interviews and providing all the documentation that was requested in a timely matter. During these difficult economic times, with escalating property taxes, decreasing revenues and complicated budget issues, the elected officials should be praised for their initiative and foresight in authorizing this review and analysis of their respective police departments.

Local History

Borough of Medford Lakes

Medford Lakes was founded as a resort with the unique concept that the homes would be strictly constructed as log cabins. The Medford Lakes Development Company was formed in 1927 and in 1928, the Colony Club Pavilion was built on ground donated by the Development Company. In 1929 the golf course was constructed. The Works Progress Administration assisted with the building of the sewage system, which services all of Medford Lakes.

Medford Lakes was incorporated as a borough by an act of the New Jersey Legislature on May 17, 1939. Medford Lakes is an independent municipality located within the boundaries of Medford Township in Burlington County. The Borough encompasses 1.25 square miles containing 22 lakes and numerous recreational facilities. The lakes and the facilities are operated by the Medford Lakes Colony, an independent homeowners association. The current population is approximately 4,161 and according to the last census, the Borough has 1,527 households and 1,238 families with a population density of 3,463.1 people per square mile.

The Borough's public schools provide education for grades Pre-Kindergarten through 8th grade; pre-K to 2nd grade at Nokomis School and 3rd grade to 8th grade at Neeta School. High school (9th to 12th grade) is provided at Shawnee High School in Medford Township, which is part of the Lenape Regional School District.

Form of Government

The Borough is governed under the 1923 Municipal Manager Form of Government Law (NJSA40:79-1 *et seq.*). The government consists of three (3) Council members that are elected at-large in a nonpartisan election to serve four-year terms on a staggered basis. The Council appoints a municipal manager, a tax assessor, a treasurer, a municipal clerk and an attorney. The Council is prohibited from performing administrative duties. It functions solely as a legislative body. The Mayor is elected by the Council from its own members. The Mayor has limited executive responsibilities beyond appointing representatives of commissions and boards and presiding over meetings.

The manager is the chief executive and administrative official of the municipality. The manager makes all appointments not listed above (department heads, etc.) and prepares the budget for council approval. The manager must attend council meetings but has no vote. As of 2005, seven (7) municipalities in New Jersey operate under the provisions of this law and form of government.

Township of Medford

The area known as Medford was sold by William Penn to Samuel Cole in 1670. Along with Upper Evesham, the area experienced growth and development through the 1780's due to the founding of the Etna and Taunton furnaces by Charles Reed. The Etna furnace (Medford Lakes) went out of blast in 1773. In 1800 a merchant named Mark Reeve arrived and built the first machine in the country to manufacture cut nails. Mr. Reeve called a town meeting to propose the town's name be changed to Medford after a visit to Medford, Massachusetts. In 1820, when the post office opened, the Town was officially called Medford of Upper Evesham. On February 4, 1847, Medford Township was set apart from Evesham and incorporated as its own township.

Medford Township borders Evesham Township, Mount Laurel Township, Lumberton Township, Tabernacle Township and Shamong Township. The Borough of Medford Lakes is also entirely encompassed within Medford Township. The Township covers 40.29 square miles. The current population is approximately 23,399 and according to the last census, the Township has 7,946 households and 6,285 families. The population density was 566 people per square mile.

The Medford Township Public Schools is a Kindergarten through 8th grade school district, with five (5) elementary schools serving students in K to 5th, one (1) school serving 6th grade and one (1) school serving 7th and 8th grade students. St. Mary of the Lakes Parochial School is also available for students K through 8th grade. High school students attend Shawnee High School located in the Township. Students may also attend the Burlington County Institute of Technology.

Form of Government

The Township is governed under the Faulkner Act (Optional Municipal Charter Law) Council-Manager form of municipal government (NJSA40:69A-81 *et seq.*). The government consists of five (5) Council members that are elected at-large in a partisan election to serve four-year terms on a staggered basis. The Council appoints the municipal manager, a municipal clerk, a tax assessor and may provide for the method of selection of the municipal attorney, the zoning board of adjustment and other boards and commissions. The Council is prohibited from performing administrative duties. It functions solely as a legislative, policy-making body. The Mayor is elected by the Council from among its own members. Under the Council-Manager plan, the Mayor presides over Council meetings.

The manager is the chief executive and administrative official of the municipality and executes all laws and ordinances of the municipality. The manager either appoints all subordinate personnel not otherwise provided for or delegates the appointive power to department heads. The manager prepares the budget for council approval and must attend all council meetings. The manager may take part in discussions during meetings but has no vote. As of 2005, 42 municipalities in New Jersey operate under the provisions of the (OMCL) Council-Manager form of government.

Police Organizational Structure and Mission

The Borough of Medford Lakes and the Township of Medford currently provide independent police departments. Neither municipality is a New Jersey civil service/ Department of Personnel community.

The Mission Statement, organizational structure and description for each police department are illustrated and detailed below.

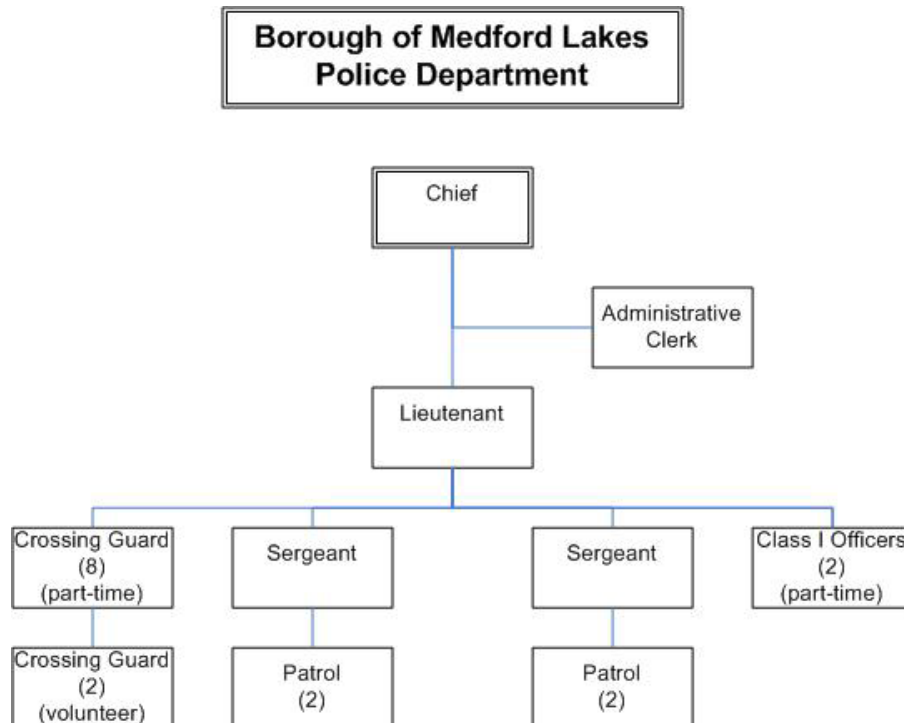
Borough of Medford Lakes

Mission Statement

“The Medford Lakes Police Department is committed to providing the highest quality of policing services by empowering our members and the community to work in partnership, toward improving the quality of life, while at the same time maintaining respect for individual rights and human dignity.”

Organizational Structure

The Medford Lakes Police Department presently operates with eight (8) full-time sworn officers including one (1) Chief, one (1) Lieutenant, two (2) Sergeants and four (4) Patrol officers. The Department also has one (1) full-time civilian administrative clerk, two (2) part-time Class I officers, and eight (8) part-time and two (2) volunteer school crossing guards.



Job Descriptions

Listed below are the job descriptions and duties as stated in the Department's rules and regulations:

The **Chief of Police** is the chief executive officer of the Department and the final departmental authority in all matters of policy, operation and discipline. The Chief reports to the Borough Manager. He exercises all lawful orders as are necessary to ensure the effective performance of the Department. The Chief is responsible for all training, instruction and assignment of all police personnel. A **civilian administrative clerk** performs office and clerical assistance. They are scheduled to work eight (8) hours a day, five (5) days a week, Monday through Friday.

The **Lieutenant**, under the direction of the Chief, may command and is responsible for a division, unit, squad, patrol or may perform field or desk supervisory and patrol duties. The Lieutenant also works an 8-hour shift.

The **Sergeant(s)**, under the direction of the Chief, shall supervise and be responsible for the activities of field or headquarters personnel and oversee and take part in police activities of field or headquarters intended to provide order, maintenance, assistance and protection for persons and property, observance of the law and the detection and apprehension of law violators.

The **Police Officer**, under supervision of the appropriate officer, during an assigned tour of duty, on foot, bicycle or in a patrol car shall patrol a designated area to prevent crime, provide protection for persons and property or perform tasks consistent with a particular or educational expertise.

Operations

Due to the size of the agency, the Medford Lakes Police Department does not have specialized units. The officers are well trained to perform the duties expected of their position. The Borough headquarters provide walk-in service for the community. All other complaints and/or calls for service are received by the Burlington County Communication Center, which is the county full service 9-1-1 emergency communication center.

To enable the Department/Borough to provide 24-hour coverage 365 days a year, the administrative officers (Chief and Lieutenant) fill in as needed to supplement the patrol details and duties.

The Department provides a D.A.R.E. program to the schools as well as bicycle safety inspections and safety instruction. They afford frequent visits to the two (2) schools in the district and perform all traffic duties.

As part of the evaluation of the services provided by the Department, SVL interviewed the Borough Superintendent of Schools. The Superintendent was very complimentary to the quality and frequency of services provided by the Borough Police Department. In summation:

- All police services are provided to the Board of Education free of charge.
- The Superintendent and the Chief of Police meet on a quarterly basis and are currently working on revising traffic ordinances.
- Patrol officers visit the schools on a near-daily basis. The Superintendent compared this service to that of a School Resource Officer (SRO) although these officers have not attended SRO training.
- A D.A.R.E. (Drug Abuse Resistance Education) program and G.R.E.A.T. (Gang-Resistance-Education and Training) program are provided by the Department, including a program graduation and picnic.
- As nearly all school children ride bikes to school, crossing guards and extra precautionary measures are in place to enhance safety.
- The Department provides a bicycle safety program and inspection program to encourage safety.
- Approximately ten (10) times per year officers are requested to perform safety and security patrol for after school functions at no cost to the school district.
- The Department monitors a web-based video surveillance system of the school properties.
- Extra pedestrian and bike safety traffic patrol during school opening and closing hours.

Additionally, the Medford Lakes Police Department provides a number of quality-of-life focused, community safety programs outside the scope of their regular patrol. These include:

- **Senior Citizen Checks.** The Department maintains a list of senior citizens living in the Borough. Patrol officers check in on the seniors on a periodic basis or in the case of a local emergency (i.e. severe weather advisory).
- **House Checks.** Citizens going on vacation or vacating their home for an extended period of time can register their home with the Police Department to have the patrol officers perform security checks while the resident is away.

Hiring and Promotional Procedures

By not being classified as a New Jersey civil service/Department of Personnel community, the Borough and the Police Department have a less regimented procedure for performing personnel tasks. The Borough Manager approves the authorization to proceed with and advertise for open positions. Applications are submitted to the Chief of Police

who also evaluates and interviews all applicants. Recommendations for hire are made by the Chief to the Borough Manager.

Similarly, recommendations for promotions are less regimented as there is no testing or a competitive ranking list. Candidates for promotions are recommended by the Chief of Police and are authorized by the Borough Manager.

Township of Medford

Mission, Vision and Value Statement

“The mission of the Medford Township Police Department is to treat all they encounter with dignity and respect. To be responsive to community members; members of the Medford Township Police Department pledge vigilance in prevention of crime and relentlessness in the pursuit of those that violate the law. The members of the Medford Township Police Department are dedicated to “Quality Policing” and committed to enhancing the “Quality of Life” of the community and its members we serve.”

“The vision of the Medford Township Police Department is to safeguard life, property, reduce crime, and to develop a strong and lasting partnership with our community members. The members of the Medford Township Police Department will apply the highest commitment to both the United States and New Jersey Constitutions. Citizens having contact with the Members of Medford Police Department will be afforded respect without regard to race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin or ethnicity.”

The Value Statement is as follows:

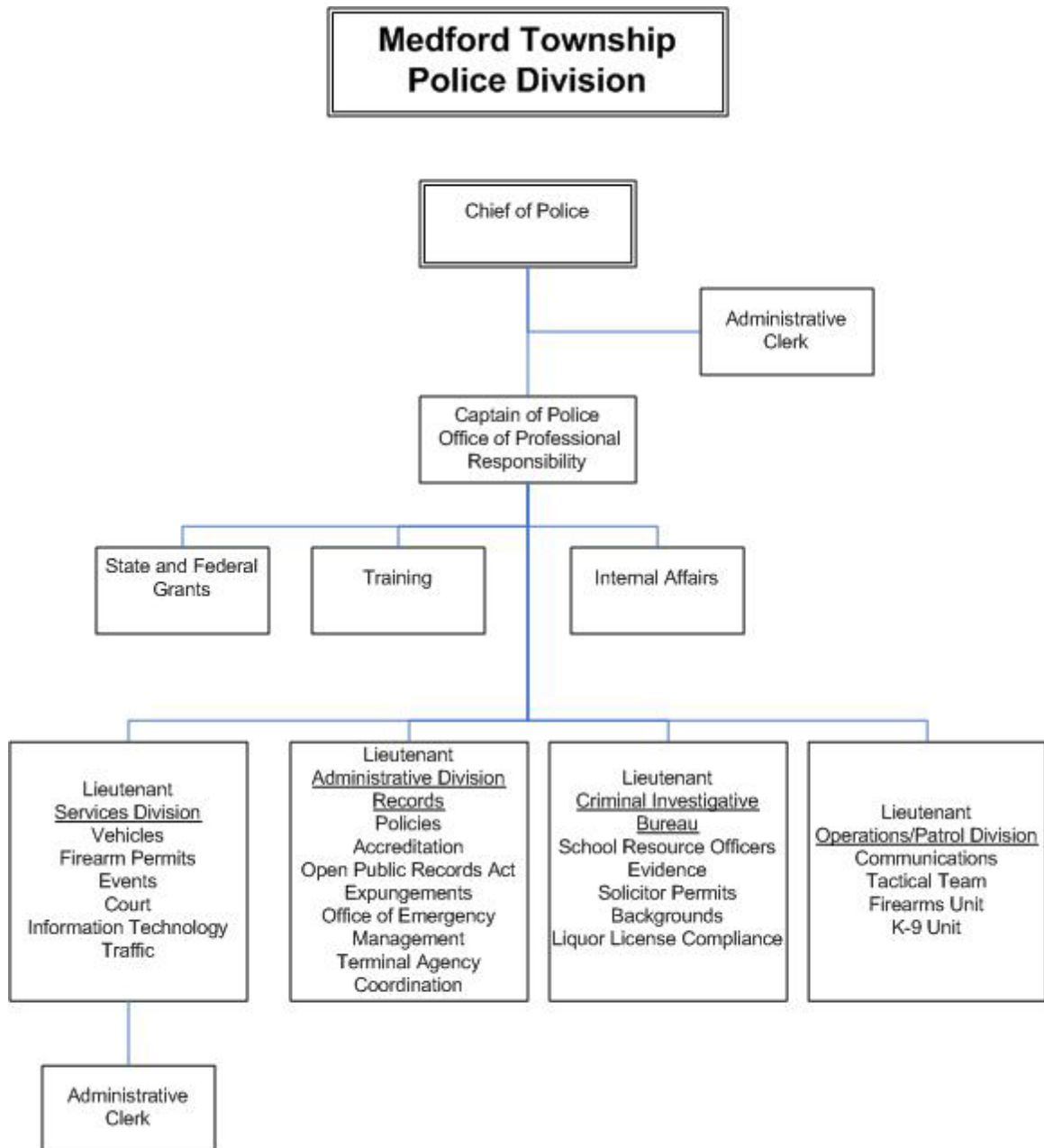
“The Members of the Medford Township Police Department:

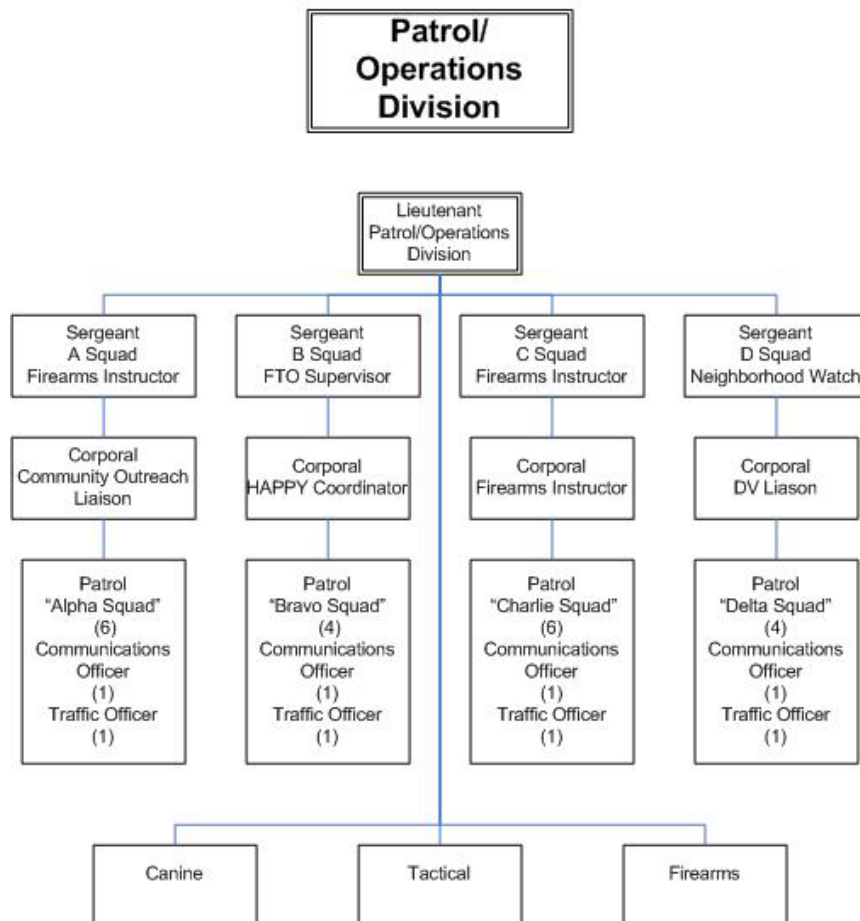
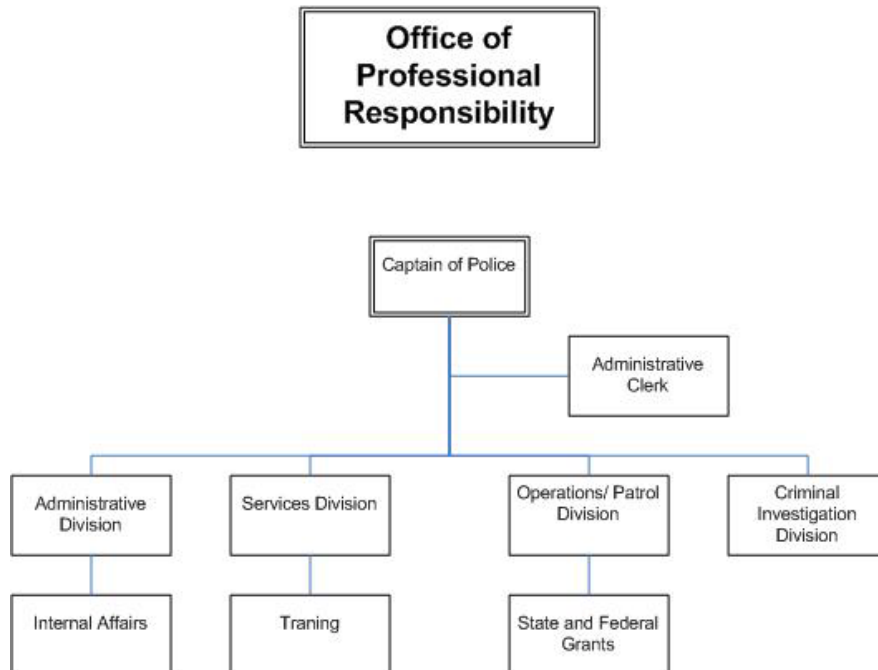
- Cherish Human Life.
- Have integrity that is beyond reproach.
- Value and respect its members for they are the foundation of this Department.
- Honor and abide by the Constitution treating individuals fairly within the law.
- Conduct themselves with the highest level of professionalism, integrity, courage, honor, bravery, respect and compassion.
- Are accountable for everything they do while consistently striving to maintain the peak standards and traditions of the Law Enforcement Profession.
- Are unyielding in their service, partnership and commitment to the community they serve.”

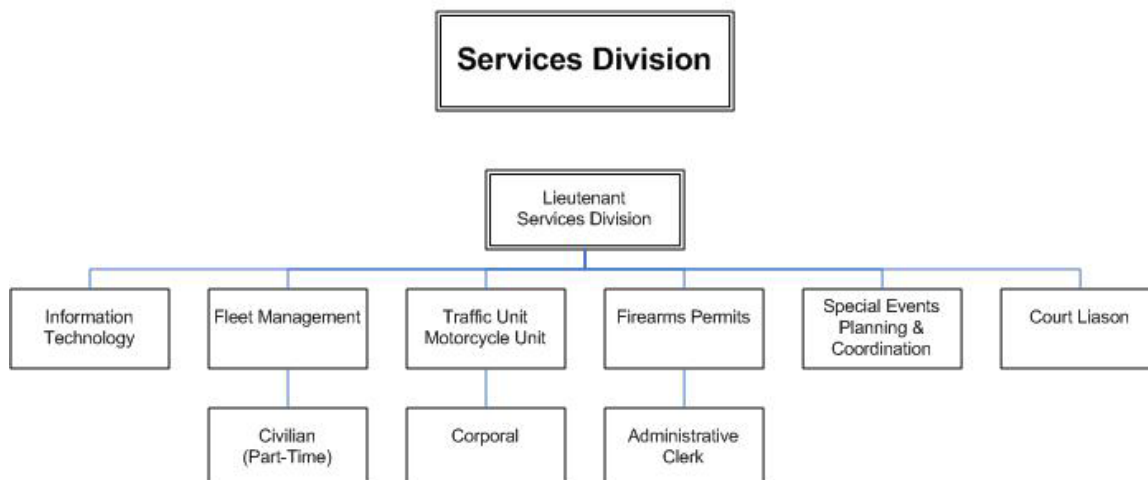
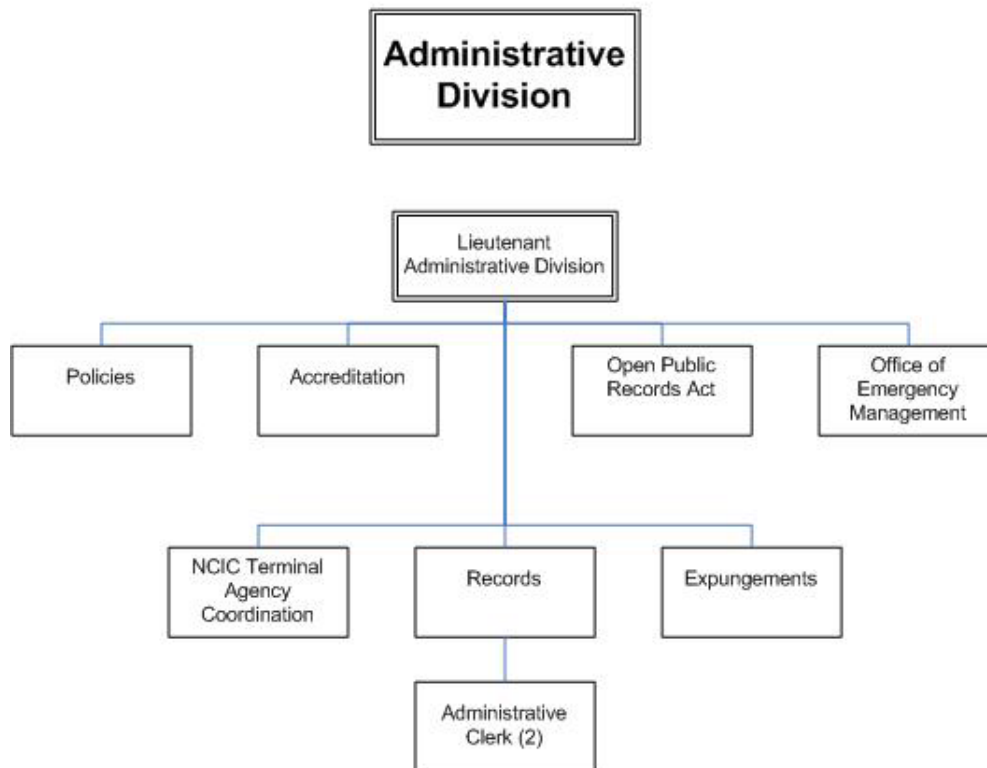
Organizational Structure

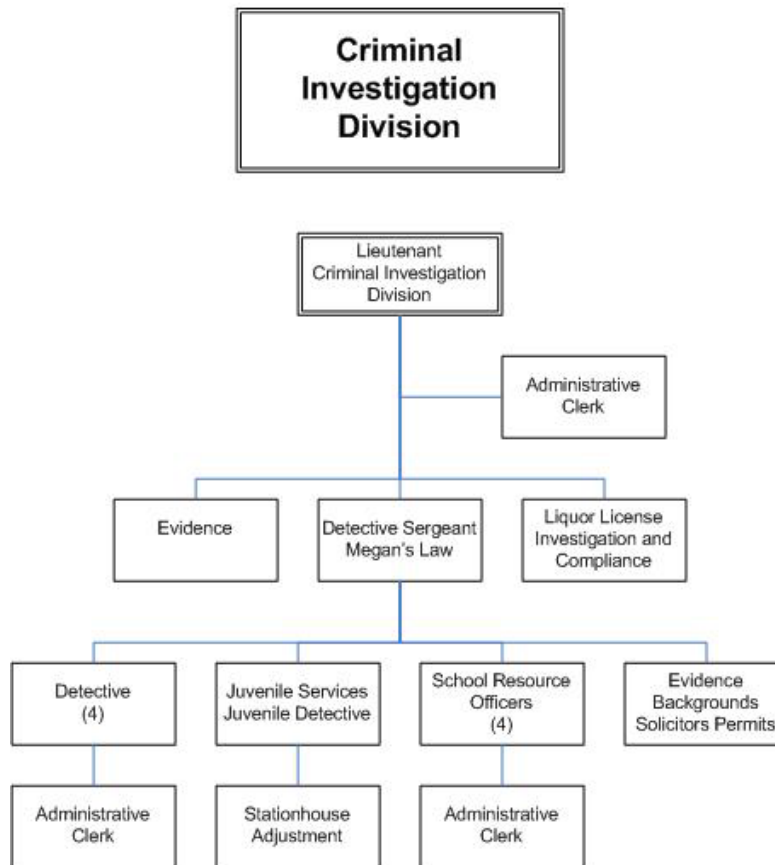
The Medford Township Police Department presently operates with 47 full-time sworn officers, including one (1) Chief, one (1) Captain, four (4) Lieutenants, seven (7) Sergeants, one (1) Detective Sergeant, five (5) Corporals, four (4) Detectives, one (1) Juvenile Detective, four (4) School Resource Officers (SRO) and 19 patrol officers.¹ The department also has six (6) full-time and three (3) part-time civilian communication operators, nine (9) full-time civilian administrative clerks and seven (7) part-time school crossing guards.

¹ Four (4) additional patrol officer positions have been approved for the balance of 2009.









Job Descriptions

The job descriptions and duties for each position are listed below:

The **Chief of Police** is the chief executive officer of the Department and the final departmental authority in all matters of policy, operations and discipline. He exercises all lawful orders as are necessary to ensure the effective performance of the Department. The Chief is responsible for all training, instruction and assignment of all police personnel.

The **Police Captain**, under administrative direction from the Chief, directs, manages, supervises and coordinates assigned programs and activities within the Department. The Captain serves as the Executive Officer of the Office of Professional Responsibility and coordinates activities with other departments and outside agencies and provides highly responsible and administrative assistance to the Chief of Police.

The **Lieutenant(s)**, under the direction of the Captain or Chief, may command and is responsible for a division, unit, squad, patrol or may perform field or desk supervisory and patrol duties.

The **Sergeant(s)**, under the direction of the Chief of Police, the Captain or other ranking officer, shall supervise and be responsible for the activities of the field or headquarters personnel and oversee and take part in police activities of field or headquarters intended

to provide order, maintenance, assistance and protection for persons and property, observance of the law and detection and apprehension of law violators.

The **Corporal(s)**, under the direction and supervision of the Sergeant, Lieutenant, Captain or Chief of Police, shall supervise and be responsible for activities of field or headquarters personnel and oversee and take part in police activities intended to provide order, maintenance, assistance and protection for persons and property, observance of the law and detection and apprehension of law violators.

The **Detective/Plain Clothes Investigator**, under the direction of the Sergeant, Lieutenant, Captain, Chief of Police or supervisory office, whichever the case may be, shall be assigned to investigate technical units and is responsible for the investigation and clearance of criminal and noncriminal complaints or other complaints or other duties which may be assigned because of a particular expertise.

The **Juvenile Officer**, under the direction of the Sergeant, Lieutenant, Captain or the Chief of Police or supervisory office, whichever the case may be, shall be assigned to investigate juvenile complaints as well as coordinate juvenile programs.

The **School Resource Officer**, under the direction of the Detective Sergeant, shall provide law enforcement and police services to the school and school grounds. The officer shall establish and maintain a close partnership with school administrators, be visible within the school community and work with guidance counselors while interacting with students.

The **Police Officer**, under supervision of the appropriate officer, during an assigned tour of duty, on foot, bicycle or in a patrol car shall patrol a designated area to prevent crime, provide protection for persons and property or perform tasks consistent with a particular or educational expertise.

All **Civilian** employees shall assist the Department sworn officers in the accomplishment of the police functions.

Operations

The Medford Township Police Department is a mid-size operation that provides multi-faceted public safety services. A summary of the services is detailed below:

- **Police Communications**

Medford Township operates a full service communications center and PSAP (Public Safety Answering Point) in a secure area of the Police Department and acts a back-up for the Burlington County Communication Center. The center has enhanced 9-1-1 equipment, including three (3) call answering stations, consoles, telephone equipment, voice-activated recorders and printers. All information received from the caller is typed into the "Computer Aided Dispatch" (CAD) system and routed to the appropriate officer(s). The system verifies the name,

address and telephone number of the caller as well as pertinent emergency services information. The communication center is staffed 24 hours a day and serves as the first point-of-contact for both telephone and walk-in clients. The communication officers are civilians and are all certified as emergency medical dispatchers.

- **Police K-9**

The Department has one (1) K-9 Unit. The Unit is funded by a grant from the Department of Homeland Security Detect and Render Safe Program and is cross-trained in patrol tactics and explosives detection. The Unit is not assigned to a specific geographical beat within the Township and as required by the grant must be available to provide assistance to federal, state and other local law enforcement agencies.

- **Traffic Safety**

The traffic safety unit is committed to maintaining the safe, efficient flow of traffic throughout the Township. Currently one (1) Corporal and four (4) officers respond to various community-traffic related needs with the use of a motorcycle, marked and unmarked police vehicles, a speed monitoring trailer and variable message board. Radar and laser technology is used to combat neighborhood speeding complaints.

- **Special Response Team**

The special response team is a group of highly motivated officers with extensive training in the areas of surveillance techniques, marksmanship, firearms operations, negotiation skills, rappelling, tactical entry and physical conditioning. All officers assigned are volunteers. The team partners with Mount Laurel and Evesham Townships and is able to assist surrounding communities.

- **Criminal Investigation Bureau**

The Department utilizes detectives and specialty trained police officers to investigate and solve crimes, arrest violators and assist in the preparation of cases for prosecution. The Bureau is supervised by a Detective Sergeant and staffed by five (5) full-time detectives. One (1) Detective was recently designated as a full-time Juvenile Detective to handle the rising number of juvenile incidents. There is at least one (1) Detective on duty from 7AM until 10PM with a Detective on-call 24 hours a day.

- **Public Safety Dive Team**

The Dive team responds to all water rescue calls and is capable of conducting dive rescue and recovery operations, ice rescue, swift water rescue and high risk rescue. The Department partners with the Union and Taunton Fore Companies to form the Medford Township Department of Public Safety Dive Team.

- **School Resource Officers**

The Department currently has four (4) full-time School Resource Officers that have attended the 40-hour SRO course. Three (3) officers are assigned to the Lenape and Shawnee High Schools through a partnership grant with the Lenape Regional High School District while the fourth is assigned to elementary and middle school grades.

Community Programs

In addition and as a part of its regular patrol and police responsibilities, the Medford Township Police Department demonstrates a commitment to the community and its Community Policing Philosophy through the implementation of several community programs and partnerships. A listing the community programs is provided below:

- **S.T.R.E.E.T. Initiative**

The goal of S.T.R.E.E.T. (Safety, Traffic, Response, Enforcement, Education and Training) is to maximize the safety of children traveling to and from school through a number of proactive strategies. The Township provides increased patrol presence in school areas during peak student traffic, enforces compliance with School Zone motor vehicle laws, helps decrease the number of motor vehicle accidents in areas adjacent to the schools, participates in the Amber Alert Program, and fosters positive relationships through the Department's School Resource Officers.

- **Child Identification Program**

The Medford Township Police Department partners with local organizations to provide the National Child Identification Program I.D. Kits to children and parents. Each kit includes an inkless fingerprint kit, wallet card, and DNA swab. The kit allows parents to collect specific information that will easily help police identify and recover their child in the event that the child goes missing or is abducted.

- **H.A.P.P.Y.**

The H.A.P.P.Y. (Helmets And Police Protecting Youth) campaign is designed to promote the use of helmets by children under the age of 17. When a police officer observes a child wearing a helmet while riding a bike, scooter, skateboard or rollerblades, he is rewarded with a H.A.P.P.Y. Ticket that contains information on helmet safety. Part of the ticket is also submitted for a drawing of various prizes. The program is aimed at promoting child safety while fostering a positive relationship between police officers and children in the community.

- **Child Safety Seat Inspections**

The Department provides free inspection of child safety seats and offers advice and guidelines on purchasing and installing seats for parents.

- **Neighborhood Watch**

This is a program involving the joint efforts of the police and the community, designed to enhance neighborhood security, heighten the community's power of observation, and to encourage mutual assistance and concern among neighbors. Neighborhood Watch is not the formation of a neighborhood patrol group. The program is a cooperative effort among citizens and the Medford Police Department. The main objective of Neighborhood Watch is to reduce the incidence of crime by increasing citizen awareness, encouraging all citizens to cooperate with law enforcement agencies in reporting crime and developing a neighborhood network to disseminate information. The Department uses a Neighborhood Watch email system to keep the community informed. Information frequently disseminated includes recent crimes, criminal apprehensions, community alerts, special weather advisories and traffic conditions.

- **House Checks**

When a resident of Medford Township goes on vacation or leaves his/her home for an extended period of time, they can report their absence to the police department. Officers will periodically check the exterior of the residence and physically make sure the house is secure.

- **Night Eyes**

The Night Eyes program is a joint initiative between the business community of Medford Township and the police department. The police department provides a nightly, strategic patrol of certain businesses. They also partner with business owners to provide advice and suggestions on ways the owner could maximize their security.

- **Bike Patrols**

- **Summer Beach Patrols**

- **Operation Santa**

- **Drone Car**

- **Knock and Rap**

- **Speed Trailer**

- **Substance Abuse Awareness Program**

- **Internet Safety Program**

- **Community CPR Education**

- **Station House Adjustments**

- **Gang Awareness Program**

Community Partners

In carrying out its numerous Community Programs, the Medford Township Police Department maintains positive working partnerships with the school districts and civic organizations in its jurisdiction. These community partners include:

- Medford Township School District
- Lenape Regional High School District
- Medford Business Association
- Medford-Vincentown Rotary

Hiring and Promotional Procedures

Like the Borough of Medford Lakes, Medford Township is not classified as a New Jersey civil service/Department of Personnel community. Applicants for any position within the Department are required to take a written and a physical examination. If an applicant successfully completes these requirements, an interview with ranking officials is conducted. The next step is a background investigation, a medical evaluation and a psychological exam. The recommended candidate is then interviewed by the Director of Public Safety, the Chief of Police and the Township Manager.

Officers eligible for promotions take an International Association of Chiefs of Police (IACP) written examination, an interview with ranking officials, complete a writing requirement and then a final interview by the Chief, Director of Public Safety and the Township Manager. If all these requirements are met the officer may receive a promotion.

Offense and Demographic Data

The following information has been extracted from Section VII of the New Jersey Municipal-County Offense and Demographic Data for the 2006 and 2007 years. All crime rates are based on permanent, year-round populations.

Borough of Medford Lakes

Demographic Data

- 2006 Estimated Population 4,161
- Area in Square Miles 1.25
- Density per Square Mile 3,328.8
- Character Designation Suburban

Crime Index Data

	2006	2007	2008
Crime Index Total	35	28	44
Violent Crimes	1	1	3
Nonviolent Crimes	34	27	41
Crime Rate per 1000	8.4	6.7	10.7
Violent Crime Rate per 1000	0.2	0.2	0.7
Nonviolent Crime Rate per 1000	8.1	6.5	10.0
Violent Crimes			
Murder	-	-	-
Rape	-	-	-
Robbery	-	-	-
Aggravated Assault	1	1	3
Nonviolent Crimes			
Burglary	5	1	9
Larceny	29	26	32
Motor Vehicle Theft	-	-	-
Arson	-	-	-
Domestic Violence	22	17	8
Bias Crimes	1	1	-

N.J. Department of Law and Public Safety Uniform Crime Report (UCR 2006-2008)

Medford Township

Demographic Data

- 2006 Estimated Population 23,399
- Area in Square Miles 40.29
- Density per Square Mile 580.8
- Character Designation Rural Center

Crime Index Data

	2006	2007	2008
Crime Index Total	250	280	333
Violent Crime	10	14	18
Nonviolent Crime	240	266	315
Crime Rate per 1000	10.6	12.0	14.6
Violent Crime Rate per 1000	0.4	0.6	0.8
Nonviolent Crime Rate per 1000	10.2	11.4	13.8
Violent Crimes			
Murder	-	-	-
Rape	1	2	1
Robbery	1	2	3
Aggravated Assault	8	10	14
Nonviolent Crimes			
Burglary	43	62	64
Larceny	192	199	246
Motor Vehicle Theft	5	5	5
Arson	6	8	3
Domestic Violence	219	226	212
Bias Crime	-	1	-

N.J. Department of Law and Public Safety Uniform Crime Report (UCR 2006-2008)

Response Times

Response time is measured from the point the call is received until the arrival time of the officer(s). The chart below provides and compares the percent of time that police came to the victim within three (3) precise time frames.

	<u>Five (5) Minutes</u>	<u>Ten (10) Minutes</u>	<u>One (1) Hour</u>
National Response Times*	26.6%	58.6%	88.3%
All Burlington County Police**	31.2%	44.3%	99.8%
Borough of Medford Lakes Police**	98.1%	99.3%	100%
Medford Township Police**	68.2%	90.7%	99.9%

* Statistics obtained from the US Department of Justice 2006 National crime Victimization Survey

** Statistics obtained from the Burlington County AEGIS Reporting System-2008

2008 Average Response Time to Code 2² Emergencies – Calls to arrival time in minutes

	Disabled Vehicle	Burglary	EMS ³	Motor Vehicle Accident
Borough of Medford Lakes	2.85	3.6	4.2	3.2
Medford Township	3.07	3.15	4.38	3.1

The Township further tracks the following Motor Vehicle Accident average arrival times in minutes.

- Fatal Motor Vehicle Accident 2.0 minutes
- Pedestrian Motor Vehicle Accident 3.08 minutes
- Motor Vehicle Accident with Entrapment 3.0 minutes
- Motor vehicle Accident with Injury 3.1 minutes

² Code 2 Emergencies are classified as a life-threatening incident, a crime in progress, or a motor vehicle accident that resulted in injury or a vehicle blocking a roadway.

³ EMS signifies the police response to a medical emergency, not the actual Emergency Medical Service (EMS or ambulance) response time.

Borough of Medford Lakes Patrol Detail

The Patrol Detail is mandated with the responsibilities associated with uniformed patrol activity and assumes the greatest responsibility in the Department's effort to preserve the peace, protect life and property and prevent crime throughout the Borough. It also conducts a substantial amount of the preliminary investigations and is without a doubt the most important aspect of the Police Department.

Allocation and Distribution of Manpower

One of the most important issues in managing a police department is the allocation and distribution of manpower. In order for the Chief to determine and justify the size of the Department, the number of officers essential to staff the patrol detail must be established. Demands for police assistance occur in fairly predictable and systematic patterns, but to effectively determine manpower needs the following must be determined:

- Amount and type of workload by time and location.
- The time it takes to clear a call.
- The time that officers are actually at work, days off due to vacation, holiday, personal, training and other days that will detract from actual patrol time.

Staffing Analysis – Officer Availability 2008

In order to determine the appropriate number of officers needed to staff the Patrol Detail, it is necessary to establish the average number of hours and days a patrol officer actually works, or the times the officer is available for work. The availability of work hours is determined by deducting contracted leave time utilized by the officers. This "availability" model is developed by the Northwestern University Center for Public Safety.⁴

Work Schedule

The uniformed patrol detail work 12-hour shifts of two days on, two days off, three days on, two days off, two days on and three days off. The work cycle repeats every 14 days. The result of the schedule is a 42-hour workweek or a 2,184-hour work year. Listed below are summaries for all scheduled time off and the averages for vacation, holiday, sick, personal, training and other (bereavement, military service, etc.). The information is expressed in hours for the following charts and was provided by the Chief of Police.

⁴ Located in Evanston, IL, the Northwestern University Center for Public Safety was founded as a Traffic Institute in 1936 and has since expanded into the nation's leading public safety resource. Law enforcement agencies from across the country depend on the Center for Public Safety for its industry expertise, university-level research programs, technical assistance and conferences.

Administration

Administration works 8-hour days

Officer	Vacation	Holiday	Sick	Personal	Training	Other	Total Hours
Chief	108	104	8	8	21	40	289
Lieutenant	176	104	37	8	94	0	419
Total Hours	284	208	45	16	115	40	708
Average	142	104	22.5	8	57.5	20	354 Hours
Average	17.8	13	2.8	1	7.2	2.5	44.3 Days

Average lost hours for Police administration – 354 Hours

Average lost days for Police administration – 44.3 Days

Patrol

Patrol works 12-hour shifts

Officer	Vacation	Holiday	Sick	Personal	Training	Other	Total Hours
Sergeant	150.5	96	22	0	18.5	960	1247
Sergeant	120	144	0	12	14	0	290
Officer	245.5	144	20	12	14	0	435.5
Officer	94	144	0	12	6	24	280
Officer	76	39	24	0	7	0	146
Officer	129	144	12	12	43	0	340
Total Hours	815	711	78	48	102.5	984	2738.5
Average	135.8	118.5	13	8	17.1	164	456.4 Hours
Average	11.3	9.9	1.1	.6	1.4	13.6	37.9 Days

Average lost hours for Patrol- 456.4 Hours

Average lost days for Patrol- 37.9 Days

Officer Availability

	Days	Hours
Base Year: 12-Hour Day	365	4380
Scheduled Work Days	182.5	2190
Scheduled Days Off	182.5	2190
Vacation	11.3	135.8
Sick Leave	1.1	13
Personal	.6	8
Holiday	9.9	118.5
Training	1.4	17.1
Other	13.6	164
Average Availability	144.6	1733.6

An officer assigned to the Borough patrol detail reported to work an average of 144.6 days or 1,733.6 hours in 2008.

There are several methods used to determine the minimum number of patrol staffing for a department. The specific method chosen can be based on a number of issues, including the size of the Department, overall workload, officer availability, quality of data collected, size of the community and population. The data collected is from the Computer Aided Dispatch system (CAD). This system is used to determine the number and type of calls for service (CFS) the Department responds to over a given period of time. Analyzing this is used to develop the minimum number of officers to staff the **Patrol Detail or Division only** and does not include ranking officers, supervisors, SRO/D.A.R.E. officers or traffic officers who do not usually respond to emergency calls. **However, as the Borough is a very small functioning Police Department, it is necessary and practical to include the ranking officers in the Patrol Detail as they are performing patrol activities.** For this report SVL will review two (2) methods of determining staffing needs.

The first method reviewed is the Calls for Service (CFS) method, which is based on the number of Calls for Service (CFS) handled by the Department. The Northwestern University Center for Public Safety has produced a number of widely-used staffing methodologies whose application varies depending on demography, geography, etc. The CFS method is the recommended choice of the State of New Jersey's Division of Criminal Justice. It is also the method used by the State when one of its agencies directly performs a police staffing analysis.

A Call for Service (CFS) is typically defined by an event that requires an officer to be dispatched to a location to handle or resolve an incident, crime or offense. A Call for Service (CFS) can be generated by a civilian requesting police assistance or it can be initiated by an officer while on patrol. The Call for Service (CFS) is entered into the CAD system, which enables the call to be tracked as well as the time it takes to complete the call. Each call should include the time, location, type, officer(s) assigned and the disposition. A Call for Service also requires a police report to be filed.

Not included under the Call for Service (CFS) designation are minor officer-initiated calls or "quick calls". A quick call is generally a traffic stop, house check or community policing. Calls associated with this category include administrative matters, investigations, court business, school detail, road detail, message deliveries and utility issues.

According to the Burlington County Communication Center CAD system's AEGIS data, the Borough logged 7,249 calls for police service in 2008. The Northwestern University's Calls for Service (CFS) staffing methodology is based on the total obligated patrol hours that officers devote annually to completing official Calls for Service (CFS). In order to get an accurate staffing figure, all "quick calls" and related police activity were extracted from the AEGIS log, but will be factored into another part of the calculation for determining patrol staffing needs. As a result, SVL determined that the Borough

responded to 2,286 official Calls for Service (CFS) in 2008. For the purpose of analyzing and comparing the Borough and the Township calls for service, SVL has decided to use the state average of 43 minutes to complete a call.

The total hours of “obligated” time that is directly used to service the CFS is determined by multiplying the calls: 2,286, by the average time per call (43 minutes or the factor of .72). The “obligated” time is 1,645.9 hours. The accepted rule for utilization of time spent by patrol officers is one third of the time on obligated calls (answering calls), one third of the time on administrative responsibilities and one third of the time on preventive patrol or “un-obligated” time, which accounts for self-generated traffic stops, building checks, etc. To determine the total patrol hours consumed for the year a factor of three (3) is used to compensate or adjust for administrative time and un-obligated time. The result is 4,937.7 total hours for the year of patrol time. To determine the number of officers necessary to staff the patrol unit, divide the total hours (4,937.7) by the officer availability factor of 1,733.6. The result is (2.84) or **three (3) officers for the patrol unit.**

Another method used to determine staffing of the Patrol Unit is the Minimum Staffing method. In this method the Chief establishes the minimum amount of officers needed to operate the unit. The minimum staffing method does not take into consideration the work loads or calls for service, just a staffing level. In the case of the Borough being a very small department, that staffing level is two (2) officers per 12-hour shift. With the limited number of officers available in the Department, the Lieutenant and Chief are called to assist to ensure that the minimum levels are provided. To determine the number of patrol officers necessary to staff the unit using this method, multiply the minimum level, in this case two (2), by the length of the shift tour, 12 hours. The result is 24 hours per day by 365 days, or 8,760 hours per year. To derive at the patrol staffing level required using this method the officer availability (1,733.6) is divided into total hours per year, with the result **being five (5) patrol officers needed to staff the unit.**

Medford Township Patrol Division

The Patrol Division, similar to that of the Borough only on a much larger scale, is mandated with the responsibilities associated with uniform patrol activities and assumes the greatest responsibilities in the Department's effort to preserve the peace, protect life and property and prevent crime throughout the Township.

Allocation and Distribution of Manpower

As discussed above, the distribution and allocation of manpower is one of the most important tasks in managing and administering a Police Department. The methods of allocation can be considered universal in administering police and public safety operations. Those determining factors were previously mentioned.

Staffing Analysis – Officer Availability 2008

For the purpose of analyzing the officer availability, SVL implemented the model used by the Northwestern University's Center for Public Safety. The availability refers to the average number of hours and/or days patrol officers actually report for work per year.

Work Schedule

The Township and the Borough are presently employing the same patrol work schedule. The 12-hour shift of two days on, two days off, three days on, two days off, two days on and three days off. The work cycle repeats every 14 days, resulting in a 42-hour workweek or a 2,184-hour work year. Listed below are summaries for all scheduled time off and the averages for vacation, sick, personal and other (bereavement, military service, etc.). There is no loss of manpower on holidays as the officers receive separate compensation for holiday work. Officer training is completed during the scheduled workday.

Officer Availability 2008
Patrol works 12-hour shifts

Officer	Vacation	Holiday	Sick	Personal	Training	Other	Total Hours
#51	116		32	12		0	160
#50	167		179	60		0	406
#48	180		35	60		144	419
#52	175		18.5	72		12	277.5
#53	156		127	60		56	399
#55	162		32.5	60		42.5	297
#61	162		91	60		554	867
#68	147		33	42		18	240
#59	176		53.5	60		13.5	303
#60	149.5		61	60		15	285.5
#65	200		0	54		0	254
#67	154		0	60		28	242
#69	168		16	60		32	276
#70	121		233	60		10	424
#71	118		0	60		0	178
#73	102		16	60		0	178
#75	159		12	60		0	231
#76	88		171.5	60		0	319.5
#77	104		95.5	60		62	321.5
#78	118		80	60		0	258
#79	22		112	60		0	194
#80	101		32	60		2	195
#81	43		16	60		0	119
Total hours	3088.5		1446.5	1320		989	6844
Average	134.3		62.9	57.4		43	Hours 297.6
Average	11.2		5.2	4.8		3.6	Days 24.8

Average lost hours for Patrol – 297.6 Hours

Average lost days for Patrol – 24.8 Days

Officer Availability

	Days	Hours
Base Year-12 Hour Day	365	4380
Scheduled Work Days	182.5	2190
Scheduled Days Off	182.5	2190
Vacation	11.2	134.3
Sick Leave	5.2	62.9
Personal	4.8	57.4
Holiday	0	0
Training	0	0
Other	3.6	43
Average Availability	157.7	1892.4

An officer of the Township patrol division reported to work an average of 157.7 days or 1,892.4 hours in 2008.

For the purpose of this report the SVL Team will use the same methods for developing the staffing needs of the Township, the CFS method and the Minimum Staffing method. This will enable an equal comparison of the available statistics.

According to the information provided by the Township Communication Center CAD system's AEGIS system, the Township responded to 58,805 calls for police service in 2008. After extracting all the "quick calls" (administrative matters, entries for investigations and traffic stops) as done with the Borough's analysis, SVL determined that the Township handled 22,050 official Calls for Service (CFS) in 2008. The state average of 43 (.72) minutes to complete a call will also be used in determining the "obligated" time of the patrol division, which is 15,876 hours. Multiplied by a factor of three (3) to account for administrative responsibilities and preventive patrol time or "un-obligated" time, the result is 47,628 total hours of the patrol division. To establish the number of officers necessary to the patrol division the total hours of patrol is divided by the officer availability factor of 1892.4, resulting in (25.1) **25 officers to staff the division.**

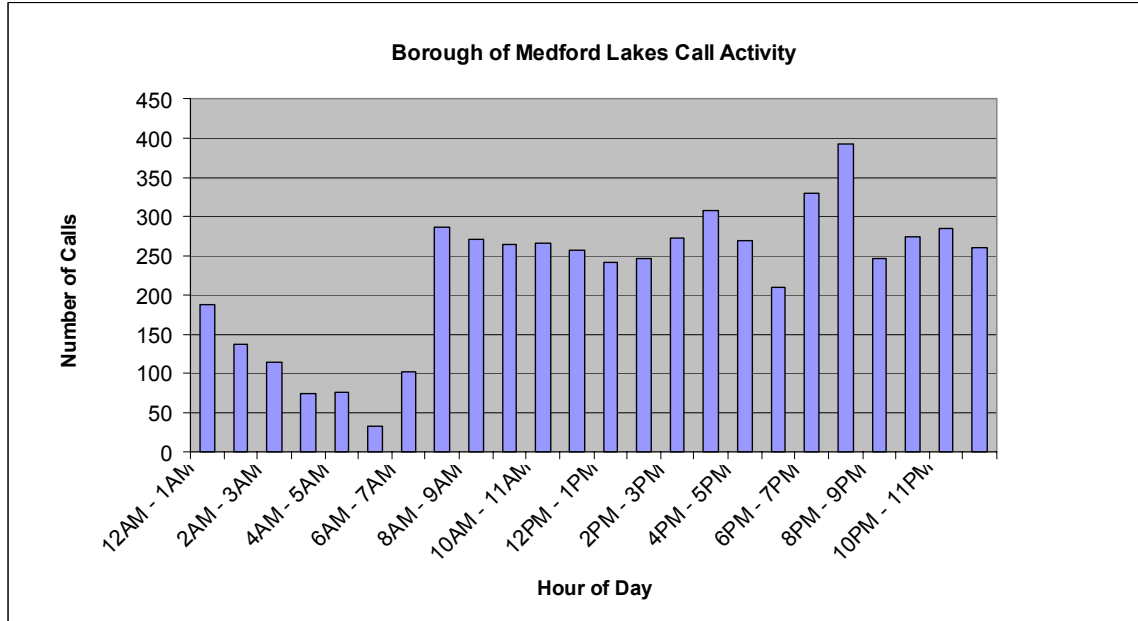
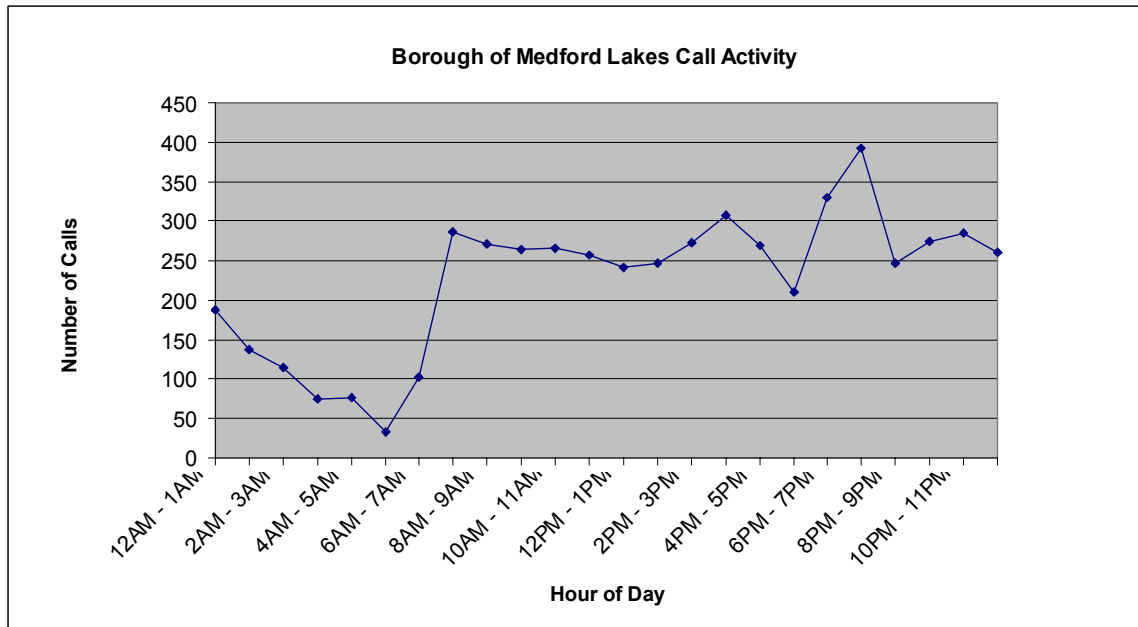
In evaluating the Minimum Staffing method, the SVL Team was advised that with the additional patrol staff, the dayshift required a minimum of six (6) patrol officers and the nightshift four (4) patrol officers. This number of ten (10) is then multiplied by the 12-hour shift factor with result of 120 hours of patrol per day or 43,800 hours per year. The annual patrol hours are then divided by the officer availability factor of 1892.4 hours. **The result being 23.14 or 23 officers needed for the patrol division.**

Summarizing the Staff Need Analyses

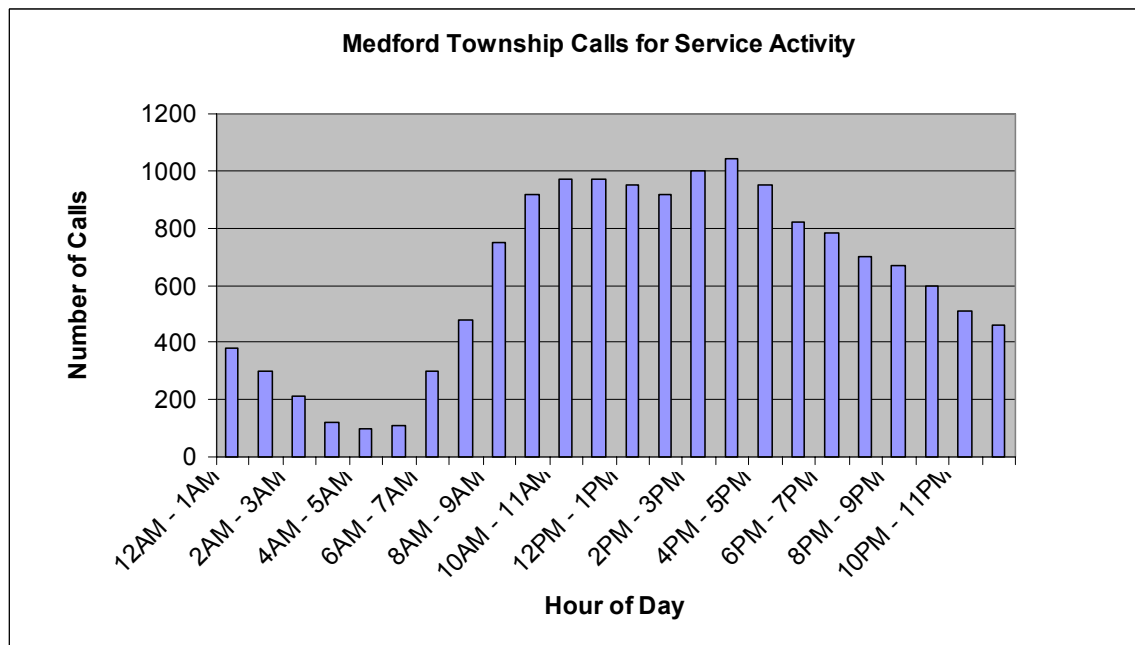
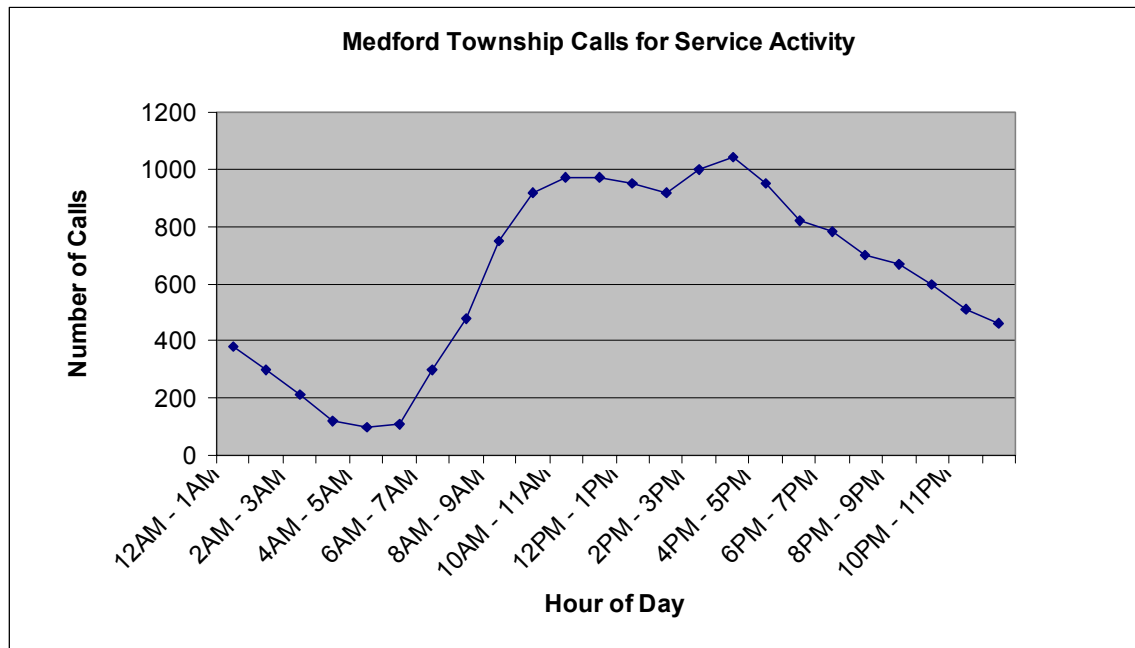
	Medford Township	Borough of Medford Lakes
Calls for Service (CFS) Method	22,050	2,286
Patrol staff needed	25	3
Minimum Staff Method	10 Officers	2 Officers
Patrol staff needed	23	5

In an effort to evaluate the police service of the two (2) communities and the proposed patrol staffing needs using the CFS method, 24,336 responses, using the officer availability factor of Medford Township would result in the need for (27.7) **28 officers to staff the Division.**

The following graphs summarize the call activity, by the hour, for the Borough of Medford Lakes for 2008.



The following graphs summarize the call activity, by the hour, for the Medford Township for 2007.



Current and Projected Future Costs of Operations

Borough of Medford Lakes

	<u>2008</u>	<u>2009</u>
Salary & Wages	\$710,000	\$704,000
Crossing Guards	<u>\$38,000</u>	<u>\$32,000</u>
Total Salary & Wages	\$748,000	\$736,000
PFRS/PERS*	\$106,800	\$133,655
Health Insurance*	<u>\$152,100</u>	<u>\$166,500</u>
Total Salary & Benefit Cost	\$1,006,900	\$1,036,155
Other Expenses	\$100	\$100
Community Relations	\$750	\$500
Office Equipment	\$2,000	\$1,150
Photo/Film	\$500	\$150
Printing/Postage	\$850	\$450
Meetings/Conf	\$500	\$200
Dues/Publications	\$1,100	\$625
Training	\$2,000	\$1,400
Data Processing	\$8,000	\$6,300
New Equipment	\$7,500	\$5,700
Communications	\$3,200	\$3,100
Equipment Repairs	\$1,400	\$1,000
Firearms	\$2,500	\$2,500
Operations	\$1,500	\$725
Uniforms	\$8,000	\$7,800
Office Supplies	\$600	\$525
Contingency	-	\$5,500
Misc. Expense	<u>-</u>	<u>\$25</u>
Total Other Expense	\$40,500	\$37,750
Vehicle Maintenance*	\$2,500	\$2,500
Gasoline*	\$22,000	\$15,000
Other Insurance*	<u>\$2,500</u>	<u>\$2,500</u>
Vehicle Purchases	-	-
Total Operational Costs	\$1,074,400	\$1,093,905

*Vehicle maintenance and gasoline expenses are not directly charged to the Police operating budget. These figures as well as the PFRS/PERS and Health Insurance costs are estimates provided by the Borough Manager.

Township of Medford

	<u>2008</u>	<u>2009</u>
Salary & Wages	\$4,449,693	\$4,910,398
PFRS/PERS	\$797,862	\$842,014
Health Insurance *	<u>\$650,000</u>	<u>\$696,000</u>
Total Salary & Benefit Cost	\$5,897,555	\$6,448,412
Office Supplies	\$10,000	\$10,200
Training, Publications and Dues	\$17,246	\$21,910
Equipment Repairs and Rentals	\$18,496	\$18,550
Postage	\$7,524	\$8,524
Professional Fees	\$4,700	\$5,000
Computers	\$43,269	\$44,672
Communications	\$38,163	\$39,000
Safety Supplies	\$24,936	\$26,568
K-9 Unit	\$3,500	\$3,500
Uniforms	\$110,000	\$115,000
Vehicles	\$1,000	\$47,989
Miscellaneous	<u>\$5,100</u>	<u>\$5,100</u>
Total Other Expense	\$283,934	\$346,013
Vehicle Maintenance	\$40,953	\$75,000
Gasoline*	\$100,000	\$75,000
Other Insurance*	<u>\$15,000</u>	<u>\$15,000</u>
Total Operational Costs	\$6,337,442	\$6,959,425

* The cost of health benefits, gasoline and other insurance expenses are not directly charged to the Police operating budget and are estimates.

Analysis and Options

The primary objective of this report is to determine if the regionalization of police services between the Borough of Medford Lakes and Medford Township will potentially save taxpayer dollars while providing a more efficient and effective public safety response system. The documentation of the data collected and contained in this report provides an analysis of the police activities performed and services offered to both communities. SVL has compared, analyzed and reviewed each department's personnel, officer availability, calls for service, minimum staffing requirements and the services offered to the community.

The SVL Team presents three (3) options to review the cost of service.

Option #1 - Maintain Existing Services

The first option entails maintaining the status quo with the continued operation of two (2) separate police departments. Both communities will continue to provide the current level of police service. The Medford Township Police Department is a progress-driven agency that consistently supplies a high level of public safety initiatives, while the Borough Police Department excels at providing highly visible, quality-of-life focused services. The Medford Lakes Police Department is especially community oriented in offering services like property/house checks and administering the D.A.R.E and bike safety programs for the school district at no cost.

The present cost to operate the Borough Department (2009) is \$1,093,905⁵. In ten years, or by 2019, the annual cost will have risen to approximately \$2,022,215. These projected costs were provided to the SVL Team by the Borough Manager and reflect the current budget level of eight (8) sworn officers. Further, it does not account for retirements, attrition issues or replacement salaries. The figures do not include any major equipment or vehicle replacement purchases and it is estimated that three (3) or four (4) new vehicles will need to be acquired, at approximately \$35,000 per unit, by 2019.

Year	Salary & Wages	Operating Expenses	PFRS Contribution	Health Insurance	Gasoline*	Vehicle Maint.*	Other Insurance*	Total
2010	\$815,379	\$40,000	\$160,386	\$161,838	\$15,000	\$2,500	\$2,500	\$1,197,603
2011	\$846,935	\$40,600	\$186,048	\$174,785	\$15,000	\$2,500	\$2,500	\$1,268,368
2012	\$879,711	\$41,209	\$213,955	\$188,767	\$18,000	\$2,500	\$2,500	\$1,346,642
2013	\$913,756	\$41,827	\$246,048	\$203,869	\$18,000	\$2,500	\$2,500	\$1,463,500
2014	\$949,118	\$42,455	\$282,955	\$220,179	\$19,000	\$2,500	\$2,500	\$1,518,707
2015	\$985,849	\$43,091	\$311,251	\$237,793	\$20,000	\$2,500	\$2,500	\$1,602,984
2016	\$1,024,001	\$43,738	\$342,376	\$256,817	\$21,000	\$2,500	\$2,500	\$1,692,932
2017	\$1,063,630	\$44,394	\$393,732	\$277,631	\$22,000	\$2,500	\$2,500	\$1,841,118
2018	\$1,104,793	\$45,060	\$433,105	\$299,551	\$23,000	\$2,500	\$2,500	\$1,910,509
2019	\$1,147,548	\$45,736	\$476,416	\$323,515	\$24,000	\$2,500	\$2,500	\$2,022,215

*There is no specific police budget line item for gasoline, vehicle maintenance or other insurance. These figures were provided by the Borough Manager but are simply projections and therefore difficult to substantiate. Data collection on these costs should begin immediately to determine the true cost to provide police service to the community regardless of the decision to share, disband or remain independent.

⁵ The Police Department receives annual grants to help offset the cost to the Borough taxpayers. In 2008, it received \$21,000 and in 2009 it received \$17,949. As these figures are relatively insignificant compared to the total cost of the Police Department and are also subject to change on a year-to-year basis, SVL did not factor them into the budgeted costs or any potential cost savings.

In summary, the Borough Police Department is sufficiently capable of maintaining the current level of basic service over the next ten (10) years as outlined above. Based upon the demographic data, crime index trends, CFS analysis and the officer availability statistics, a staffing level of seven (7) to eight (8) sworn employees is more than adequate to patrol the Borough.

Option #2 – Shared Services with Medford Township

The second option for the Borough to pursue is the establishment of a Shared Services Agreement with Medford Township under which the existing Township Police Department would provide all police related services for the Borough and the existing Borough Police Department would disband. A contracted Agreement would allow the larger Medford Township Police Department to fully cover Medford Lakes and provide a number of specialty services that presently are not available to the Borough. This would be accomplished in accordance with the Shared Services and Consolidation Act (N.J.S.A.40:65-1 *et seq.*).

There are several issues that need to be addressed in reviewing a Shared Services Agreement of this magnitude, primary of which is assuring compliance with the Shared Services and Consolidation Act (N.J.S.A.40:65-1 *et seq.*). This Act encourages the financial accountability of local units of government to reduce waste and duplicative services, clearing legal hurdles to shared services and consolidation, and supplementing, amending and repealing sections of statutory law.

Any Shared Services Agreement will be bound by the statutory confinements of the Act, including but not limited to, filing the agreement, for informational purposes, with the Division of Local Government Services in the New Jersey Department of Community Affairs, as well as resolutions from the parties authorizing the execution of the Agreement.

In providing this recommendation for a Shared Services Agreement, Medford Township would be the primary employer or agency providing police service. Under the stipulations of the statute, the Shared Service and Consolidation Act recommends that each agreement last for a period of ten (10) years unless otherwise agreed upon by the parties involved. For purposes of discussion, it is recommended that this Service Agreement last for a duration of ten (10) years or through 2019.

There are many cost factors that must be considered in determining the feasibility and effectiveness of the shared service. The first is the administrative expense or the base cost of providing police service. This includes the basic and routine patrol of the Borough as part of a predetermined zone and policing procedure. Additionally, the Borough would benefit from the existing units, programs and services already provided by the Township Police Department as the calls for service demand. These services would include:

- Routine patrol of the Borough. The Township presently has three (3) patrol zones. A fourth zone was built into the Aegis Reporting System and would be implemented with the addition of Medford Lakes. An analysis of present calls for

service indicates the demand for service will be evenly distributed and aligned with the other zones. This should reduce response time and provide an expanded traditional police presence.

- Response to emergency and non-emergency calls for service. The current response times of the two departments are very comparable.
- Police dispatch service, including the 9-1-1 Public Safety Answering Point (PSAP) located at the Township Communications Center. Presently calls from the Borough are directed to the Burlington County Communication Center. Concurrent with the disbandment of the Borough Department, all calls for public safety assistance would be rerouted to the Township Communication Center. This should improve the response time as well as the familiarity of the communications personnel with the community.
- Traffic safety unit, including traffic surveys, accident reconstruction, selective enforcement details and accident investigation.
- Criminal Investigative Bureau services for more serious offenses and specialized investigations. This unit is supervised by a Detective Sergeant and has five (5) full-time detectives.
- Community policing programs including Neighborhood Watch, house checks, bike patrols, child safety, ID kits, bike protection and other programs.
- K-9 services for missing and wanted persons, search assistance for evidence and detection of explosive devices.
- Water Rescue, Confined Space, and Special Response Tactical Teams.
- Support staff of Administrative Clerks and Superior Officers employed full-time to manage the operations 24 hours a day, 7 days a week, 365 days a year.

The base cost of providing police service to the Borough of Medford Lakes for the first year of a ten (10) year period would be \$225,000 with an increase of approximately 7% each year there after.

2010	\$225,000
2011	\$241,000
2012	\$258,000
2013	\$276,000
2014	\$295,000
2015	\$316,000
2016	\$338,000
2017	\$361,000
2018	\$387,000
2019	\$414,000

Additional Costs and Services

School Crossing Guards:

Presently the Medford Lakes Police Department has eight (8) part-time and two (2) volunteer Crossing Guards for the two (2) elementary schools. The Guards are budgeted within the Police Department. The 2009 budget has allocated \$32,000 to cover the cost of providing this service, which is vital to the safety of the school children. **The Borough should continue to fund this program; budget \$35,000.** The issue that needs to be addressed is how this program should be administered. There are two (2) options:

1. Medford Township directly administers the Crossing Guard operation in cooperation with the school district and the Borough provides the \$35,000 as an additional cost to the Agreement. Existing crossing guards would be retained and the Borough would have input in new hires should vacancies occur.
2. The Borough or the School District directly administers the Crossing Guard operation. The Borough funds the program and either directly pays the guards or provides the funds to the School District to pay them.

Training for new hires would be conducted, under both options, by Medford Township.

Additional Cost for Crossing Guards – \$35,000

Special Events:

There are several special events throughout the year that are sponsored by the Borough, School District and Colony that require the provision of after hour public safety and security. The cost of these special events has been traditionally covered by the Borough in the form of overtime payments to the Borough police officers and the County Sheriff's Department personnel. Past budgets have included \$30,000 to \$40,000 for overtime and other such expenses. It is recommended that \$40,000 be included as an additional cost.

Additional Cost for Special Events – \$40,000

School Programs:

The Medford Lakes Police Department operates the D.A.R.E. and G.R.E.A.T. programs for the two (2) schools at no cost to the district. It is recommended that the Borough of Medford Lakes continue with its commitment to providing an officer to the District at no charge. But the SVL Team recommends the program be upgraded to a **School Resource Officer (SRO)** administered by the Medford Township Police Department. This is a specially trained officer assigned to provide law enforcement and police services to the district and maintain a close partnership with school administrators to foster a safe school environment. The SRO's responsibilities include being visible within the school community, attending and participating in school functions and building working

relationships with the staff, including guidance counselors, students and parents. Medford Township presently has four (4) SROs assigned to the three (3) high schools and an elementary school. The new officer assigned to the Medford Lakes School District will become a member of the Township Juvenile Services Unit. There is also a Juvenile detective and Juvenile programs in place that will be available under the general services agreement. During the summer months and periods when school is not in session this officer will be assigned to other details. This position will enhance the services presently being provided to the Medford Lakes School District and will upgrade existing programs. The funding of this full-time position will heighten the commitment from the Borough to the School District. The cost to provide the full-time SRO is estimated to be \$90,000.

Additional Cost for School Resource Office (SRO) – \$90,000

Facilities, Equipment and Vehicles:

The Medford Lakes Police Department presently has headquarters in the new Municipal Building that opened in October 2008. The Department occupies 2,000 square feet of office space. There are two (2) interview rooms specially designed for police service as well as a locker room for the officers. With the disbandment of the police department, this space will be vacated and provide additional office space for the Borough. As part of the Shared Service negotiation process, Medford Township may elect to use the police facility as a substation for their department. The space can also be utilized at various times for special police activities such as school related training or dissemination of information, flyers, equipment, etc. Also a consideration would be to house the Department of Public Works office in this space.

Listed on the following page is the inventory supplied by the Borough of Medford Lakes Police Department of all equipment, supplies and vehicles currently being utilized by the Department. The \$164,800 total value of the items is based upon their original purchase price.

Medford Lakes Police Department Asset Inventory - Items of \$500 or Greater Value

Quantity	Description	Make	Model
5	Ballistic Vest	ABA	Xtreme IIIA
3	Ballistic Vest	Safariland	ZeroG IIIA
1	Tactical Ballistic Vest	ABA	XT3AZ-3
11	Firearm	Glock 40cal	23
9	Firearm	Glock 40cal	27
2	Shotgun	Remington	870 12 ga
1	Shotgun	Remington	1187 12 ga
4	Sub Gun	H&K	MP-5
9	Portable Radio	Motorola	XTS 3000
4	Mobile Radio	Motorola	Astro
1	Base Station Radio	Motorola	Astro
1	Alcotest	Drager	7110
2	AED	Defibtech	Life Line
1	Night Vision Camera	Raytheon	PalmIR 250
1	Night Vision Kit	ITT Indust	NV Goggles
3	Radar Unit	Stalker	Dual DSR
1	DARE Vehicle	Ford	2003 Ranger
1	Police Vehicle	Ford	1999 Crwn Vic
1	Police Vehicle	Ford	2004 Explorer
1	Police Vehicle	Dodge	2006 Durango
1	Police Vehicle	Ford	2007 Crwn Vic
5	Desktop Computer	HP	Compaq
2	Desktop Computer	Dell	Optiplex
1	Desktop Computer	Dell	Optiplex
2	Laptop Computer	Gateway	
1	Laptop Computer	Acer	
1	Patrol Bicycle	Bontrager	ZR 9000

With the disbandment of police services it is recommended that all of the above listed equipment and vehicles be assigned to the Medford Township Police Department for their use. The value of the used equipment/vehicles is estimated to be \$65,000. This amount would be credited to the Borough in calculating the net cost of the Township police service.

Credit for Consolidating Services – (\$65,000)

Existing Officers:

As indicated above, based upon the review of the police data described, no additional police officers will be required to perform the expanded patrol for the Borough. For

reason of economy and efficiency it is recommended the Borough of Medford Lakes eliminate its Police Department.

In accordance with N.J.S.A.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 and efficiency subject to the provisions of any collective bargaining agreements within the local units.
 2. any employee terminated for reasons of economy and 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 (1) 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.

If the decision is made to disband the Medford Lakes Police Department, the above statute 40A:65-19(a)(2) is applicable. With one (1) officer already leaving Medford Lakes for employment with the Township, seven (7) sworn officers remain with the Borough and receive the terminal payout described in the statute. However, one of the remaining officers is eligible for retirement. To calculate the compensation for the relieved officers a review of the start date will determine the length of service of each affected employee. The actual calculation of the one (1) month for each five (5) years of service will then be determined by their present rate of pay. For means of confidentiality the individual names and salaries will not be listed but an estimated summary of compensation due and payout by the Borough that will affect the actual first years projected savings has been provided.

The projected payout for the one (1) retiring officer is \$75,000. The projected payout of the remaining six (6) officers is approximately \$75,000. Complying with the statute whereby an employee is terminated for reasons of economy and efficiency the total payout to the employees is \$150,000. This payout would be substantially less if the retiring officer elects to take the terminal leave rather than retirement.

Additional Cost for Payout – \$150,000

Civilian Employee:

The services of the Administrative Clerk will be eliminated by the disbandment. As this employee has approximately one (1) year of service with the Borough, there should be no payout.

Contingency Fund:

It is recommended that the Borough allocate \$60,000 to serve as a contingency fund to cover any unanticipated or unexpected costs or over-runs beyond the budgeted items.

It is also recommended that a year-end analysis and accounting be completed to reconcile all expenses and assist in determining future years' expenses.

Additional Cost for Contingency Fund – \$60,000

Municipal Courts:

It is recommended that a similar consolidation of the Municipal Court functions occur. Municipal Court functions are structured the same with regard to their operations, organization and finances due to the stringent requirements and oversight of the State Administrative Office of the Courts (AOC). Fees for Court jurisdiction, security, discovery and clerical issues should all be reviewed and addressed either in negotiations or by in a comparable study to the one presently being conducted. While it is assumed that the Medford Township Municipal Court will be the jurisdiction where summons and violations for both communities will be heard, a separate Shared Services Agreement will be able to determine actual costs and responsibilities of each community.

Additional Cost or Savings derived from the Municipal Court is to be determined.

Public Review and Input:

The Medford Township Director of Public Safety and Chief of Police will attend regular Council meetings and provide monthly reports of the activity of the Police services performed for the Borough.

Summary of the Costs to the Borough for 2010

	2010
Base Cost	\$225,000
Crossing Guards	\$35,000
Special Events	\$40,000
School Programs	\$90,000
Contingency Fund	\$60,000
Employee Payout	\$150,000
Equipment Credit	(\$65,000)
Total Cost	\$535,000

Subsequent Years Cost of Police Services

	Base Cost	Crossing Guards	Special Events	School Programs	Contingency Funds	Total Cost
2011	\$241,000	\$35,000	\$40,000	\$93,000	\$60,000	\$469,000
2012	\$258,000	\$35,000	\$40,000	\$96,000	\$60,000	\$489,000
2013	\$276,000	\$40,000	\$50,000	\$99,000	\$65,000	\$530,000
2014	\$295,000	\$40,000	\$50,000	\$102,000	\$65,000	\$552,000
2015	\$316,000	\$40,000	\$50,000	\$106,000	\$65,000	\$577,000
2016	\$338,000	\$40,000	\$50,000	\$110,000	\$65,000	\$603,000
2017	\$361,000	\$45,000	\$60,000	\$114,000	\$70,000	\$650,000
2018	\$387,000	\$45,000	\$60,000	\$119,000	\$70,000	\$681,000
2019	\$414,000	\$45,000	\$60,000	\$125,000	\$70,000	\$714,000

Comparing Costs of Status Quo (Option #1) to Option #2

	Option #1	Option #2	Difference/Savings
2010	\$1,197,379	\$535,000	\$662,379
2011	\$1,268,368	\$469,000	\$799,368
2012	\$1,346,642	\$489,000	\$857,642
2013	\$1,463,500	\$530,000	\$933,500
2014	\$1,518,707	\$552,000	\$966,707
2015	\$1,602,984	\$577,000	\$1,025,984
2016	\$1,692,932	\$603,000	\$1,089,932
2017	\$1,841,118	\$650,000	\$1,191,118
2018	\$1,910,509	\$681,000	\$1,229,509
2019	\$2,022,215	\$714,000	\$1,308,215

Analysis of Tax Savings for the Average Home Owner:

The main purpose of this study was to determine if the sharing of police services between the two municipalities would save taxpayer dollars while providing more efficient and effective service. Below is the comparative analysis for 2010 with the projected savings of \$662,379. The analysis of tax savings is based upon the 2009 municipal rate of \$1.153 and the average home assessment of \$148,000. Additionally, a penny on the tax rate represents approximately \$23,000. These figures were provided by the Borough Manager.

To calculate the savings divide the Penny rate into the first year savings:

$$\begin{array}{r} \$662,379 \\ / \quad \$23,000 \\ = \quad \$28.79 \end{array} \qquad \begin{array}{r} \$28.79 \\ / \quad 100 \\ = \quad \$0.288 \end{array}$$

This figure is subtracted from the current rate to get the new rate:

$$\begin{array}{r} \$1.153 \\ - \quad \$0.288 \\ = \quad \$0.865 \end{array}$$

Then you take this new tax rate minus the 2009 tax rate, multiple their difference by the average home assessment and divide by 100 to derive the projected tax savings for the average home owner:

$$\begin{array}{r} \$0.865 \\ - \quad \$1.153 \\ = \quad -(\$0.288) \end{array} \qquad \begin{array}{r} \$0.288 \\ \times \quad \$148,000 \\ = \quad \$42,624 \end{array} \qquad \begin{array}{r} \$42,624 \\ / \quad 100 \\ = \quad \$426.24 \end{array}$$

First Year Savings	\$662,379
Value of a Penny to Rate	\$23,000
2009 Municipal Tax Rate	\$1.153
Reduction of Current Rate	(\$0.288)
Proposed New Rate	\$0.865
Average Home Assessment	\$148,000
Average Savings, First Year	\$426.24

Implementation Summary

2010

- Establish Shared Services Agreement with Medford Township for the provision of Police Service to the Borough of Medford Lakes.
 - Determine length of contract.
 - Settle annual base cost to be paid by the Borough to the Township.
- Medford Township assumes responsibility for Borough police service and public safety.
 - Utilize existing 12-hour shift system.
 - Medford Lakes is designated as the existing 4th Patrol Zone.
- Borough Police Department completely disbands.
 - Employee payout.
 - Equipment credit from Medford Township.

Option #3 – A Hybrid Police Service

As an alternative to a full disbandment of the Borough police services, a third option to consider is the consolidation of the two departments. Under this proposed course of action, the Borough would retain the dayshift of police and patrol service while the nightshift would be assigned to the Medford Township Police Department. For purposes of discussion, SVL has formulated two scenarios for a hybrid police service. In the first (3A), the Borough would maintain the dayshift for three-years to allow for a smoother, less abrupt transition for the Borough's residents under Medford Township's operations. At the end of the three (3) year period, Medford Township would take full command of the Borough's public safety operations. Under the second scenario (3B), the Borough would maintain the dayshift indefinitely.

Option #3A

Operations and Staffing

As stipulated under Option #2 of this report, the hybrid alternative would also require a contracted Shared Services Agreement and must comply with the Shared Services and Consolidation Act. For a three (3) year period, the Borough of Medford Lakes Police Department will continue to function during the dayshift and provide the police presence to the community that it is presently accustomed to, including all of its school activities. It is recommended that three (3) sworn officers and two (2) part-time Class II officer be retained for this purpose, including the Chief, a Sergeant and a Patrol Officer. The Chief would maintain his eight (8) hour shift with the other two (2) officers working alternate 12-hour shifts. The two (2) Class II officers would supplement the patrol as needed during leave time for the full-time staff. As is the current policy, the Chief would fill in as necessary to provide patrol coverage.

After reviewing the Aegis System Call Activity/Hour of the Day Summary, the SVL Team recommends a 10AM to 10PM shift for the Patrol. 62% of the calls for service originate during this period. It is recommended the Chief begin his work day at 9AM. No Administrative Clerk is recommended for this single-shift operation.

For the remainder of police service, the Medford Township Police Department would provide a 12-hour nightshift patrol detail. The Township would also provide back-up service for the dayshift as needed. The Borough would also benefit from specialty services described in the Option #2 model, such as the Traffic Bureau, K-9 services and Water Rescue Team. All calls for public safety assistance would be rerouted to the Township Communication Center as outlined under Option #2.

Chain-of-Command

The normal day-to-day operations of the dayshift will be managed by the Borough Chief of Police. However, any major incidents such as burglary, major traffic accidents, robbery, etc. should be the responsibility of the Medford Township Police Department as

they are fully staffed providing detectives and motor vehicle crash investigators, Administrative Clerks and Superior Officers on a full-time basis. A new Chain-of-Command policy and procedure needs to be negotiated and clearly established from the initiation of service in order for this hybrid concept to function at full capacity.

Dissolution

As the hybrid system develops, the Borough should gradually phase out its operations over the three (3) year period while the Township becomes more familiar with the quality-of-life needs of the Medford Lakes residents. This should allow for a smoother transition. It is recommended that at the end of the three (3) year period, the Borough and the Township enter into a second Shared Services Agreement for the full provision of police service by Medford Township. At that time an additional payout will occur with the Chief eligible for retirement and the two (2) remaining officers eligible for terminal leave under the statute previously mentioned. After the full disbandment, the costs to the Borough would reflect the recommendations made under Option #2 for year four (4) and the subsequent years there after.

Cost Associated with the Hybrid System

The Administrative Fee is the base cost to the Borough of Medford Lakes for the Township provision of routine patrol service for the daily nightshift, major incident response, specialty services and backup patrol as needed.

2010	\$150,000
2011	\$161,000
2012	\$172,000

Additional Costs

Projected Operating Budget for the Borough of Medford Lakes Police Department

	2010	2011	2012
Salary & Wages*	245,000	253,000	260,000
Operating Expense	\$20,000	\$20,000	\$20,000
PFRS Contribution	\$61,000	\$70,000	\$81,000
Health Insurance	\$56,000	\$65,000	\$74,000
Gasoline	\$8,000	\$8,000	\$8,000
Crossing Guards	\$35,000	\$35,000	\$35,000
Special Events & Class II Officers	\$70,000	\$70,000	\$70,000
Vehicle Maintenance	\$1,500	\$1,500	\$1,500
Other Insurance	\$2,000	\$2,000	\$2,000
Total	\$498,500	\$524,500	\$551,500

Existing Officers:

While the same issues arise with the hybrid service as with the total disbandment plan, the initial payout is significantly less. Three (3) officers, including the Chief, will remain employed by the Borough through 2012. Anticipating the retirement of one (1) ranking officer and accounting for the one (1) transfer to Medford Township, that leaves three (3) officers eligible under the statute *N.J.S.A.40A:65-19(a) (2)* for the payout. The payout in 2010 is approximately \$30,000.

With the complete disbandment of the Borough Police Department in 2012, the remaining three (3) officers would be eligible under the statute for terminal leave and/or retirement. The payout in 2013, including the potential retirement of the Chief (\$75,000), would be approximately \$115,000

**Additional Cost for Payout (2010) - \$30,000
(2013) - \$115,000**

Contingency Fund:

It is recommended that the Borough allocate \$25,000 to serve as a contingency fund to cover any unanticipated or unexpected costs beyond the budgeted items. It is also recommended that a year-end analysis and accounting be completed to reconcile all expenses and assist in determining future years' expenses. After the Township fully takes over the Borough police service, the contingency fund should increase to reflect the model under Option #2.

Additional Cost for Contingency- \$25,000

Municipal Court:

With the shared police service, it is imperative, as recommended under Option #2, that the courts similarly consolidate. A separate Shared Services Agreement should be pursued.

Summary of the Costs

	Base Cost	Borough Budget	Crossing Guards	Special Events	School Programs	Contingency Fund	Employee Payout	Total
2010	\$150,000	\$498,500	-	-	-	\$25,000	\$30,000	\$703,500
2011	\$161,000	\$524,500	-	-	-	\$25,000	-	\$710,500
2012	\$172,000	\$551,500	-	-	-	\$25,000	-	\$748,500
2013	\$276,000	-	\$40,000	\$50,000	\$90,000	\$65,000	\$115,000	\$636,000
2014	\$295,000	-	\$40,000	\$50,000	\$93,000	\$65,000	-	\$543,000
2015	\$316,000	-	\$40,000	\$50,000	\$96,000	\$65,000	-	\$567,000
2016	\$338,000	-	\$40,000	\$50,000	\$99,000	\$65,000	-	\$592,000
2017	\$361,000	-	\$45,000	\$60,000	\$102,000	\$70,000	-	\$638,000
2018	\$387,000	-	\$45,000	\$60,000	\$106,000	\$70,000	-	\$668,000
2019	\$414,000	-	\$45,000	\$60,000	\$110,000	\$70,000	-	\$699,000

Comparing Costs of Current Operations (status quo) to Hybrid Operations

	Status Quo	Hybrid A	Difference/Savings
2010	\$1,197,603	\$703,500	\$494,103
2011	\$1,268,368	\$710,500	\$557,868
2012	\$1,346,642	\$748,500	\$598,142
2013	\$1,463,500	\$636,000	\$827,500
2014	\$1,518,707	\$543,000	\$975,707
2015	\$1,602,984	\$567,000	\$1,035,984
2016	\$1,692,932	\$592,000	\$1,100,932
2017	\$1,841,118	\$638,000	\$1,203,118
2018	\$1,910,509	\$668,000	\$1,242,509
2019	\$2,022,215	\$699,000	\$1,323,215

The Hybrid Police operations provide the Borough with the opportunity to ease into the transfer of Police Services over a three (3) year period. This choice affords the community, as a whole, to make the adjustment of not having a Borough Police Department and enable the shared service to develop more thoroughly with trial and error. In comparing the cost of services above, clearly there are savings to the taxpayer with the hybrid system but not as great as with total disbandment.

To project the actual savings to the average homeowner the same calculations will be used as with the disbandment figures.

First Year Savings	\$494,103
Value of a Penny to Rate	\$23,000
2009 Municipal Tax Rate	\$1.153
Reduction of Current Rate	(\$0.2148)
Proposed New Rate	\$0.937
Average Home Assessment	\$148,000
Average Savings, First Year	\$317.94

Option #3B

The second scenario under a hybrid police service would consist of the Borough maintaining the dayshift patrol detail indefinitely instead of phasing out over a three (3) period. This option would reflect the same operations and staffing model laid out under **3A**, with the exception of an end date. The Borough would operate the dayshift of police services with three (3) full-time sworn officers and two part-time Class II officers. The Township would provide a nightshift patrol, back-up, telecommunications services and all of its specialty functions to the Borough.

Cost Associated with the Hybrid System

For purposes of discussion, SVL has provided cost estimates for a ten (10) year period. The Administrative Fee is the base cost to the Borough of Medford Lakes for the

Township provision of routine patrol service for the daily nightshift, major incident response, specialty services and backup patrol as needed.

2010	\$150,000
2011	\$161,000
2012	\$172,000
2013	\$184,000
2014	\$197,000
2015	\$210,000
2016	\$225,000
2017	\$241,000
2018	\$258,000
2019	\$276,000

Borough Budget for Dayshift Operations

	Salary & Wages	Operating Expenses	PFRS Contribution	Health Insurance
2010	\$245,000	\$20,000	\$61,000	\$56,000
2011	\$253,000	\$20,000	\$70,000	\$65,000
2012	\$260,000	\$20,000	\$81,000	\$74,000
2013	\$268,000	\$21,000	\$89,000	\$82,000
2014	\$276,000	\$21,000	\$98,000	\$85,000
2015	\$284,000	\$22,000	\$108,000	\$97,000
2016	\$293,000	\$22,000	\$117,000	\$105,000
2017	\$302,000	\$23,000	\$125,000	\$114,000
2018	\$311,000	\$24,000	\$133,000	\$122,000
2019	\$320,000	\$24,000	\$141,000	\$131,000

(Cont.)	Crossing Guards	Special Events & Class II Officers	Gasoline	Vehicle Maintenance	Other Insurance	Total
2010	\$35,000	\$70,000	\$8,000	\$1,500	\$2,000	\$498,500
2011	\$35,000	\$70,000	\$8,000	\$1,500	\$2,000	\$524,500
2012	\$35,000	\$70,000	\$8,000	\$1,500	\$2,000	\$531,500
2013	\$40,000	\$80,000	\$9,000	\$3,000	\$2,000	\$594,000
2014	\$40,000	\$80,000	\$9,000	\$3,000	\$2,000	\$614,000
2015	\$40,000	\$80,000	\$10,000	\$4,000	\$3,000	\$648,000
2016	\$40,000	\$80,000	\$10,000	\$4,000	\$3,000	\$674,000
2017	\$45,000	\$90,000	\$11,000	\$5,000	\$4,000	\$719,000
2018	\$45,000	\$90,000	\$12,000	\$6,000	\$4,000	\$747,000
2019	\$45,000	\$90,000	\$13,000	\$6,000	\$4,000	\$774,000

Summary of the Costs

	Base Cost	Borough Budget	Contingency Fund	Employee Payout	Total
2010	\$150,000	\$498,500	\$25,000	\$30,000	\$703,500
2011	\$161,000	\$524,500	\$25,000	-	\$710,500
2012	\$172,000	\$531,500	\$25,000	-	\$728,000
2013	\$184,000	\$594,000	\$30,000	-	\$808,000
2014	\$197,000	\$614,000	\$30,000	-	\$844,000
2015	\$210,000	\$648,000	\$30,000	-	\$888,000
2016	\$225,000	\$674,000	\$30,000	-	\$929,000
2017	\$241,000	\$719,000	\$35,000	-	\$995,000
2018	\$258,000	\$747,000	\$35,000	-	\$1,040,000
2019	\$276,000	\$774,000	\$35,000	-	\$1,085,000

Comparing Costs of Current Operations (status quo) to Hybrid Operations

	Status Quo	Hybrid B	Difference/Savings
2010	\$1,197,603	\$703,500	\$494,103
2011	\$1,268,368	\$710,500	\$557,868
2012	\$1,346,642	\$728,000	\$618,642
2013	\$1,463,500	\$808,000	\$655,500
2014	\$1,518,707	\$844,000	\$674,707
2015	\$1,602,984	\$888,000	\$714,984
2016	\$1,692,932	\$929,000	\$763,932
2017	\$1,841,118	\$995,000	\$846,118
2018	\$1,910,509	\$1,040,000	\$870,509
2019	\$2,022,215	\$1,085,000	\$937,215

Public Review and Input:

With the hybrid police service provided by both options **3A** and **3B**, it is recommended that regular staff meetings be initiated and conducted with the respective Township and Borough Managers and the Chiefs of Police, and possibly the Township Director of Public Safety, to review and monitor all aspects of this agreement. It is important to fully assess and determine the specific responsibilities of the Borough dayshift and the Township nightshift, analyze the potential need for back-up service and examine the manner in which major incidents will be handled.

It is also recommended that the Medford Township Director of Public Safety and the Chief of Police attend regular Council meetings and provide monthly reports of the police services performed for the Borough.

Implementation Summary

2010

- Establish Shared Services Agreement with Medford Township for the provision of nightshift patrol, back-up and specialty police services to the Borough of Medford Lakes.
 - Option #3A – 3-year contract
 - Option #3B – 10-year contract
 - Settle annual base cost to be paid by the Borough to the Township.
- Borough maintains of dayshift police patrol from 10am-10pm.
 - Keep 3 full-time officers and 2 Class II officers.
 - Employee payout for remaining officers.
 - Borough maintains headquarters and equipment.

2013 (Option #3A only)

- Borough Department completely disbands.
- Establish Shared Services Agreement with Medford Township for the full provision of Police Service to the Borough of Medford Lakes.
 - Determine length of contract.
 - Settle annual base cost to be paid by the Borough to the Township.
- Employee payout for officers.

Summary

The main premise of this study was to determine if the sharing of police services between the two municipalities would save taxpayers' dollars while providing a more efficient and effective service.

While both departments possess exemplary leadership and a force of dedicated officers serving their respective communities, the existence of two (2) police departments in the same geographic area is cost prohibitive and redundant. The fact that the Medford Township Police must drive through the Borough to complete their routine patrol illustrates the duplication of service.

The Medford Township Police Department has ample manpower, equipment and administrative support to sufficiently provide the Borough of Medford Lakes with police services based on 2008-2009 figures. By all accounts, the Medford Township Police Department presented itself as a highly professional, well-managed organization that is fully capable of matching the level of service provided by the Medford Lakes Police Department.

For purposes of discussion, SVL assumed that the specialty units, programs and services that the Medford Township Police Department currently operates would be an additional incentive to a shared service agreement. Once again, these services include a Police Communications Center, K-9 unit, Traffic Safety Unit, Special Response Team, Criminal Investigation Bureau (staffed by six (6) detectives), Public Safety Dive Team and extensive community policing and community programs. By pursuing either Option #2 or Option #3, the residents of Medford Lakes would benefit from these services and consequently realize a broader scope of police service in their community.

In regards to saving taxpayers' dollars, the SVL Team concludes by the analysis contained in this report that the Borough of Medford Lakes will experience property tax relief either through a full disbandment of their police department (Option #2) or with the partial consolidation/sharing through a hybrid service (Option #3).

Appendix A

Public Comments from Medford Lakes Public Hearing September 21, 2009

1. John Holtz
 - Concerned that the disbandment of the police department is the first step in the dissolution of the Borough of Medford Lakes as a whole.
 - Removal of the police department will devalue the homes of Medford Lakes.
2. David Fox
 - Medford Lakes Police provide very quick response to emergencies and have assisted in medical emergencies prior to the arrival of an EMT.
3. Francis K.
 - Small-town police departments provide an invaluable service to the community.
 - The state average response time should not have been used to compare Medford Lakes response to Medford Township.
4. Michael Labinski
 - Senior-citizen checks are a great service.
 - Department handles juvenile issues professionally and thoroughly.
5. Joe Sokolowski
 - Questioned how the Medford Township police department prioritizes calls for service.
 - Inquired whether the Medford Lakes Police Station would be used as a substation for the Medford Township Police.
6. Unnamed
 - Questioned whether the Medford Township police department would need to add additional officers to take on Medford Lakes.
 - Questioned whether the \$225,000 administrative base cost was adequate.
7. Robert Hannel
 - Noted that the report was a dollars and cents analysis.
 - Questioned the difference in response times.
 - What happens in 10 years if Medford Township chooses to end the contract?
 - In favor of keeping the Medford Lakes police department as is.
8. Dorris Dorsey
 - Praises the senior citizen checks.
 - Low crime rate attributed to police department.
9. Bob Lee
 - In favor of keeping the Medford Lakes Police Department.

10. Bill McCoy
 - The report is strictly a numbers analysis.
11. Arlene Dibble
 - Medford Lakes is a unique community in New Jersey and the police department is a key component of that uniqueness.
12. Unknown
 - Are there any studies that SVL performed 10 years ago that could be compared to the validity of the 10-year cost estimates in this report?
 - Can the UCR crime data be included as an addendum?
 - What was the source of the 7% annual inflation increases?
 - Are the specialty services something that Medford Lakes needs?
 - Did SVL submit the lowest bid for the RFP?
 - What was the cost of the project funded by a grant from the DCA?
 - Are there any business relationships between Medford Lakes and Medford Township?
13. Pam O'Neil
 - Can the response times be broken down by the individual minutes?
 - Are the specialty services something that Medford Lakes needs?
 - Does the Borough already have a School Resource Officer?
14. David W.
 - Why was the day-shift from 10am-10pm under Option 3?
 - What other police studies has SVL performed?
15. Unknown
 - The report does not adequately address certain issues.
 - Commented on the length of the process.
 - The police department provided help and assistance with the recent windstorms.
16. Sandy Austin
 - Are the specialty services something that Medford Lakes needs?
 - The police salaries in Medford Township are higher.
17. Mike Graham
 - What are the next steps in the process?
18. Robert Bergman
 - Would a referendum be binding?
 - Has SVL performed a police shared services study before?
19. Ed Gilliam
 - In favor of keeping the Medford Lakes Police Department.

20. Tom McGowan

- Did the report address the feasibility of Medford Lakes Police Department providing assistance to the Medford Township Police Department?

21. Unknown

- What happens after the 10 year contract is up?
- How was the value of the equipment generated?
- Concern that Medford Lakes would be dropped after 10 years like Collingswood.

22. Harry Kingsmill

- Inquired if the size of Medford Township was taken into account.
- Felt that the study was a cost benefits analysis only.

23. Sarah Placid

- The police department plays an important role in maintaining the local speed limit, keeping traffic safety high, and managing the high volume of pedestrian and bike traffic.

24. Frank Poliello

- The Police Department is like an insurance policy for the Borough
- It keeps the home values higher.

25. Billy Garby

- The exactness of some figures in the report does not coincide with general round estimates.

26. Unknown

- In favor of keeping the Medford Lakes Police Department.

27. Unknown

- In favor of keeping the Medford Lakes Police Department.
- What is the cost of rebuilding a police department from scratch should the contract end?
- Did the report account for commercial and residential growth in Medford Township?

28. Joe Armando

- In favor of keeping the Medford Lakes Police Department but can recognize the other side of the issue.
- If a comparison to other police shared service projects was desired, it should have been included in the RFP.

29. Randy Bonlaid

- The police department is the backbone of a safe community.

30. Janis Clemens

- Willing to pay for a police service.

31. Tom Healy

- Option #1 is the only viable option.
- Option #2 is strictly a numbers analysis.
- Option #3 is not feasible because police departments will not cooperate with one another.

32. Tom Shlight

- In favor of keeping the Medford Lakes Police Department.

33. Gary Miller

- Impressed by the outcome to public meeting.
- Has not heard anyone in favor of consolidation.

Appendix B

Shared Services and Consolidation Act

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, 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 14 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 non-civil 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 18 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.