

**MINUTES OF A REGULAR MEETING OF THE TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF LOWER ALLOWAYS CREEK HELD DECEMBER 15, 2015**

A Regular Meeting of the Lower Alloways Creek Township Committee was held on December 15, 2015 with Mayor Timothy W. Bradway calling the meeting to order at 7:30 p.m.

STATEMENT OF NOTICE GIVEN

The Township Clerk read the following statement.

This is a Regular Meeting of the Township Committee of the Township of Lower Alloways Creek being held in compliance with the "Open Public Meetings Act" N.J.S.A. 10:4-6. To insure the right of citizens to have adequate advance notice of and the right to attend meetings of public bodies at which any business affecting them is discussed or acted upon. Advance written notice of this meeting was given by way of an Annual Notice, which was filed with the Lower Alloways Creek Township Clerk, forwarded to the South Jersey Times, posted on the Township's Website and the Bulletin Board in the lobby of the Lower Alloways Creek Township Municipal Building in compliance with said Act.

FLAG SALUTE Mayor Bradway led in the Flag Salute.

ROLL CALL OF COMMITTEE

Present: Mr. Breslin, Mr. Palombo, Mrs. Pompper, Mr. Venable, and Mayor Bradway **Absent:** None

OTHERS IN ATTENDANCE:

Also in attendance were -14- (fourteen) members of the Public and Lewis Fogg, Public Works Foreman; David Sowers, Director of Public Safety; Jean S. Chetney, Solicitor and the Township Clerk Ronald L Campbell Sr.

APPROVAL OF AUDITED VOUCHERS

Motion (Pompper, Venable) that all properly audited vouchers be paid.

The motion to pay properly audited vouchers passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway

Nays: none Abstain: none Absent: none

MONTHLY REPORTS TO THE COMMITTEE

The Mayor requested that the minutes reflect that the November 2015 Monthly Reports to the Township Committee have been received from the following Departments and are on file with the Clerk: Police Department, Municipal Court, Tax Collector, Sewer Collector, Construction Office, Engineer, Animal Control and Finance.

APPROVAL OF THE MINUTES

Motion (Pompper, Venable) to approve the Regular and Closed Session Minutes of the Township Committee Meeting held December 15, 2015.

The motion to approve the Regular and Closed Session Minutes of the Township Committee Meeting held December 15, 2015 passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo, and Bradway

Nays: none Abstain: none Absent: none

RESOLUTIONS

Motion (Venable, Pompper) for Resolution 2015-115, A Resolution authorizing an agreement with the County of Salem for Senior and Disabled Transportation Services for the year 2016.

RESOLUTION 2015-115

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER ALLOWAYS CREEK AND THE COUNTY OF SALEM FOR SENIOR AND DISABLED RESIDENTS TRANSPORTATION SERVICES FOR THE YEAR 2016

WHEREAS, The Township Committee of the Township of Lower Alloways Creek, recognizes the need for transportation services for senior and disabled residents in Salem County; and,

WHEREAS, the Township Committee of the Township of Lower Alloways Creek desires to enter into an agreement with the County of Salem to assist them in providing for the transportation of senior and disabled residents for the year 2016; and,

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8a-1 et seq. authorizes and empowers local government entities to enter into such agreements; and,

WHEREAS, the Township of Lower Alloways Creek as part of the transportation services may be named in a lease agreement through the County of Salem, of motor vehicles to be used to transport senior and disabled residents and provide drivers .

NOW, THEREFORE BE IT RESOLVED by the Township Committee of Lower Alloways Creek that it authorizes an agreement for Senior and Disabled Transportation Services by and between the Township of Lower Alloways Creek and the County of Salem for the year 2016.

BE IT FURTHER RESOLVED, by the Township Committee of Lower Alloways Creek that it authorizes, agreement(s) for the leasing of motor vehicles to be used for the transportation of senior and disabled residents, the cost of which will be reimbursed to the Township by the County of Salem.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute agreements with the County of Salem for the transportation of Senior and Disabled residents and the leasing of motor vehicles for the transportation of the same after approval of the documents by the Township Solicitor.

The motion for Resolution 2015-115 authorizing an agreement with the County of Salem for Senior and Disabled Transportation Services for the year 2016 passed a vote of the Township Committee as follows: 5-0

Ayes: Venable, Pompper, Breslin and Palombo

Nays: none Abstain: Bradway Absent: none

Motion (Pompper, Venable) for Resolution 2015-116, A Resolution to approve an agreement with The South West Council, Inc. for Employee Assistance Program Services for the year 2016.

RESOLUTION 2015-116

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH THE SOUTHWEST COUNCIL, INC. FOR EMPLOYEE ASSISTANCE AND SUBSTANCE ABUSE PROFESSIONAL SERVICES FOR THE YEAR 2016

WHEREAS, the Township of Lower Alloways Creek desires to acquire the Professional Services of a Substance Abuse Professional under provisions of the Local Contracts Law N.J.S.A. 40A:11-2(7), “Extraordinary unspecifiable services”, and;

WHEREAS, the Purchasing Agent has determined and certified to writing that the value of the acquisition will not exceed \$ 3,500.00

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Lower Alloways Creek, in the County of Salem and the State of New Jersey as follows:

1. The Township Committee hereby appoints for the year 2016 The Southwest Council, Inc. for Employee Assistance and Substance Abuse Professional Services
2. The anticipated term of this contract is one (1) year
3. Certification of funds from the CFO has been or will be received stating that funds will be encumbered by Purchase Order as required pursuant to N.J.A.C. 5:30-5.4
4. Said appointment is made without competitive bidding as a professional service under the "Extraordinary unspecifiable services" provisions of the Local Public Contracts Law
5. The Mayor and Clerk are hereby authorized and directed to execute agreements with the aforesaid in connection with such professional services
6. A copy of this resolution shall be published in "South Jersey Times" as required by law, within ten (10) days of the date of the passage of this resolution or in lieu thereof.

The motion for Resolution 2015-116 to approve an agreement with The South West Council, Inc. for Employee Assistance Program Services for the year 2016 passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway
Nays: none Abstain: none Absent: none

Motion (Venable, Palombo) for Resolution 2015-117, A Resolution to authorize a Shared Services Agreement by and between LAC, Elsinboro and Mannington Townships for Trash & Recycling Pickup and Disposal Services in 2016.

RESOLUTION 2015-117

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH AND BETWEEN
EL SINBORO TOWNSHIP, MANNINGTON TOWNSHIP AND LOWER ALLOWAYS CREEK
TOWNSHIP FOR TRASH AND RECYCLING COLLECTION SERVICES IN 2016**

WHEREAS the Township Committee of the Township of Lower Alloways Creek desires to continue a Shared Services Agreement for Trash and Recycling Services with Elsinboro and Mannington Townships, and;

WHEREAS, municipalities can enter into such Shared Services Agreement pursuant to N.J.S.A. 40A:65-4 et seq., and;

WHEREAS, the three Townships have agreed to the terms, conditions and scheduling to be memorialized within the Shared Services Agreement for Trash and Recycling Services in 2016.

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Lower Alloways Creek hereby authorizes the Mayor and Clerk to execute a Shared Services Agreement for Trash and Recycling Services with and between Elsinboro Township, Mannington Township and Lower Alloways Creek Township with the following cost sharing agreement;

	2016	Total	Quarterly
	Elsinboro	\$ 85,247.00	\$ 21,311.64
	Mannington	\$ 75,925.00	\$ 18,981.18
	LAC	\$ 100,670.00	\$ 25,167.51

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Clerks of the Township of Elsinboro, the Township of Mannington and the Superintendent of Public Works for Lower Alloways Township.

The motion for Resolution 2015-117 to authorize a Shared Services Agreement by and between LAC, Elsinboro and Mannington Townships for Trash & Recycling Pickup and Disposal Services in 2016 passed a vote of the Township Committee as follows: 5-0

Ayes: Venable, Palombo, Breslin, Pompper and Bradway

Nays: none Abstain: none Absent: none

Motion (Pompper, Venable) for Resolution 2015-118, A Resolution to cancel outstanding checks in the amount of \$ 360.00

RESOLUTION 2015- 118

A RESOLUTION TO CANCEL OUTSTANDING CHECKS

WHEREAS, the following list of Township of Lower Alloways Creek checks for various Funds were issued in a timely manner, for the legitimate procurement of goods and or services for the Township, and

WHEREAS, said list of checks remain outstanding and are considered stale dated at this time; and,

WHEREAS, the Chief Financial Officer of the Township of Lower Alloways Creek does recommend that these outstanding checks be canceled; and,

WHEREAS, the Township Committee of the Township of Lower Alloways Creek desires to act on the recommendation of the Chief Financial Officer of the Township of Lower Alloways Creek.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Lower Alloways Creek that the following checklist is cancelled and funds in those amounts be returned to their respective funds:

Date	Vendor	Check #	Description	Amount
10/14/2014	South Jersey Ag Products, Inc.	17285	1CY Timber Turf	\$360.00
			Total to Cancel	\$360.00

The motion for Resolution 2015-118, to cancel outstanding checks in the amount of \$ 360.00 passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway

Nays: none Abstain: none Absent: none

ORDINANCE (INTRODUCTION)

Motion (Pompper, Venable) to introduce Ordinance 2015-08, an Ordinance amending Chapter 13 known as "Defense and Indemnification" of the Code of the Township of Lower Alloways Creek.

The motion to introduce for first reading Ordinance 2015-08 an Ordinance amending Chapter 13 known as "Defense and Indemnification" of the Code of the Township of Lower Alloways Creek passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway

Nays: none Abstain: none Absent: none

Mrs. Chetney stated that the Committee needed to decide whether to include the optional language found at the end of section 13-2.

Motion (Pompper, Venable) to amend the introduction motion of Ordinance 2015-08, an Ordinance amending Chapter 13 known as “Defense and Indemnification” of the Code of the Township of Lower Alloways Creek and not to include the optional language as presented in the meeting packet under section 13-2.

ORDINANCE 2015-08

AN ORDINANCE AMENDING CHAPTER 13 KNOWN AS “DEFENSE AND INDEMNIFICATION” OF THE CODE OF THE TOWNSHIP OF LOWER ALLOWAYS CREEK

Be it ordained by the Township Committee of the Township of Lower Alloways Creek, as follows:

Section 1. The Lower Alloways Creek Township Code Chapter 13 known as “Defense and Indemnification” is hereby amended in its entirety:

CHAPTER 13

DEFENSE AND INDEMNIFICATION

- § 13-1 Indemnification and legal defense provided**
- § 13-2 Determination of Indemnification and legal defense**
- § 13-3 Definition of official, employee and appointee.**
- § 13-4 Defense of and indemnify**
- § 13-5 Other actions.**
- § 13-6 Exclusive control over the representation.**
- § 13-7 Asserting the right of the Township.**
- § 13-8 Effective date.**

~~**§ 13-1. Members of Planning Board or Zoning Board of Adjustment.**~~

~~[HISTORY: Adopted by the Township Committee of the Township of Lower Alloways Creek 6-21-1994 as Ord. No. 94 4. Amendments noted where applicable.]~~

~~**§ 13-1. Members of Planning Board or Zoning Board of Adjustment.**~~

~~—Whenever a member of the Planning Board or Zoning Board of Adjustment of the Township of Lower Alloways Creek is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of his or her duty as a member of said Board, the Township Committee of the Township of Lower Alloways Creek shall provide said member with necessary means for defense of such action or proceeding. The provisions of this chapter, however, shall not require said Township Committee to provide said member with necessary means for the defense of any action or legal proceeding instituted by or on behalf of the township for removal of said member from membership on the Board to which he or she has been appointed to serve.~~

[HISTORY: Adopted by the Township Committee of the Township of Lower Alloways Creek 01-19-2016 as Ord. No. 2015-08.]

§ 13-1 Indemnification and legal defense provided

Except as hereinafter provided, the Township of Lower Alloways Creek, hereinafter known as the Township shall, upon the request of any present or former official, employee or appointee of the

Township provide for indemnification and legal defense of any civil action brought against said person or persons arising from an act or omission falling within the scope of their public duties.

§ 13-2. Determination of Indemnification and legal defense

The Township shall not indemnify any person against the payment of punitive damages, penalties, or fines, but may provide for the legal defense of such claims in accord with the standards set forth herein. The Township may refuse to provide for the defense and indemnification of any civil action referred to herein if the (governing body name) determines that:

13-3 LOWER ALLOWAYS CREEK CODE

- a) the act or omission did not occur within the scope of a duty authorized or imposed by law;
- b) the act or failure to act was the result of actual fraud, willful misconduct or actual malice of the person requesting defense and indemnification;
- or
- c) the defense of the action or proceeding by the Township would create a conflict of interest between the Township and the person or persons involved.

§ 13-3. Definition of official, employee and appointee.

The terms of this ordinance and the definition of official, employee and appointee are to be construed liberally in order to effectuate the purposes of this ordinance except that these terms shall not mean:

- a) any person who is not a natural person;
- b) any person while providing goods or services of any kind under any contract with the Township except an employment contract;
- c) any person while providing legal or engineering services for compensation unless said person is a full-time employee of the (local unit type);
- d) any person who as a condition of his or her appointment or contract is required to indemnify and defend the Township and/or secure insurance.

§ 13-4. Defense of and indemnify

The Township shall provide for defense of and indemnify any present or former official, employee or appointee of the Township who becomes a defendant in a civil action if the person or persons involved:

- a) acted or failed to act in a matter in which the Township has or had an interest;
- b) acted or failed to act in the discharge of a duty imposed or authorized by law; and
- c) acted or failed to take action in good faith.

For purposes of this ordinance, the duty and authority of the Township to defend and indemnify shall extend to a cross-claim or counterclaim against said person.

DEFENSE AND INDEMNIFICATION 13- 5

§ 13-5. Other actions.

In any other action or proceeding, including criminal proceedings, the Township may provide for the defense of a present or former official, employee or appointee, if the Township Committee concludes that such representation is in the best interest of the Township and that the person to be defended acted or failed to act in accord with the standards set forth in this ordinance.

§ 13-6. Exclusive control over the representation.

Whenever the Township provides for the defense of any action set forth herein and as a condition of such defense, the Township may assume exclusive control over the representation of such persons defended and such person shall cooperate fully with the (local unit type).

§ 13-7. Asserting the right of the Township.

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

§ 13-8. Effective date.

This ordinance shall take effect immediately upon passage and publication as required by law.

Section 2. This ordinance shall take effect as provided by the law.

Public Hearing on this Ordinance shall be on January 20*, 2016 at 7:30 p.m., at the Municipal Building, 501 Locust Island Road, Hancock’s Bridge, New Jersey.

This Ordinance which was introduced for First Reading on December 15, 2015 shall be published by Title in the South Jersey Times and placed on the Township’s Bulletin Board giving notice of said Public Hearing as required by Law.

The amended motion to introduce for first reading Ordinance 2015-08 an Ordinance amending Chapter 13 known as “Defense and Indemnification” of the Code of the Township of Lower Alloways Creek and not to include the optional language as presented in the meeting packet under section 13-2 passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway
Nays: none Abstain: none Absent: none

OLD BUSINESS:

Mayor Bradway stated that the **Verizon petition**, which Lower Alloways Creek is a participant, has been filed with the BPU by Cumberland County. This petition asks that the BPU reconsider their giving Verizon the OK not to have to maintain their land line for telephone service and require them not only to maintain the land lines but provide broadband internet as well.

Mayor Bradway stated that a phone line complaint form will be circulated, to once again get on paper and to be used in the BPU argument, all the issues with land line phone services that residents are having.

Motion (Breslin, Pompper) to approve the letter of notice to be sent to Atlantic City Electric and to Verizon, with regard to utility poles.

The motion approve the letter of notice to be sent to Atlantic City Electric and to Verizon with regard to utility poles passed a vote of the Township Committee as follows: 5-0

Ayes: Breslin, Pompper, Palombo, Venable and Bradway
Nays: none Abstain: none Absent: none

Mayor Bradway stated that no action will be taken on the next agenda item until more information is gathered on the overall size and area of the deck the Traum’s are requesting is reviewed. Mayor Bradway stated that a guideline may need to be established so these structures are kept to a certain size.

NEW BUSINESS:

Motion (Pompper, Venable) to approve a request from Mrs. Parris to replace the carpet in Unit D-22 at her expense, with the condition that all materials and work will be approved by and done under the supervision of Public works Foreman Lewis Fogg.

The motion to approve a request from Mrs. Parris to replace the carpet in Unit D-22 at her expense, with the condition that all materials and work will be approved by and done under the supervision of Public works Foreman Lewis Fogg passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway

Nays: none Abstain: none Absent: none

Motion (Pompper, Venable) to purchase 300 tons of roadway Rock Salt from Mid-Atlantic Salt, LLC at a cost of \$18,675.00 (\$62.25 per ton) through the Salem County Cooperative contract pricing (Salem County Freeholders RES 2015-387).

The motion to purchase 300 tons of roadway Rock Salt from Mid-Atlantic Salt, LLC at a cost of \$18,675.00 (\$62.25 per ton) through the Salem County Cooperative contract pricing (Salem County Freeholders RES 2015-387) passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway

Nays: none Abstain: none Absent: none

Motion (Pompper, Venable) to set the time and date for the 2016 Reorganization Meeting as Friday January 1, 2016 at 10:00 am.

The motion to set the time and date for the 2016 Reorganization Meeting as Friday January 1, 2016 at 10:00 am passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway

Nays: none Abstain: none Absent: none

CORRESPONDENCE

Mayor Bradway stated that a Certificate of Environmental Stewardship had been received from the NJDEP for Renewable Energy Use and Green Building Implementation at the Township Municipal Building.

The Clerk stated that he had been contacted and asked, if the County Freeholders could use our Municipal Courtroom to hold one of their Monthly meetings (April 20, 2016) here in LAC.

Motion (Pompper, Venable) to approve the use of the Municipal Building for a Salem County Freeholders meeting on or about April 20, 2016.

The motion to approve the use of the Municipal Building for a Salem County Freeholders meeting on or about April 20, 2016 passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway

Nays: none Abstain: none Absent: none

REPORTS TO THE COMMITTEE & COMMITTEE REPORTS

Public Works

Mr. Lynch stated that he is pleased to say that the Trash & Recycling Coalition with Elsinboro and Mannington Townships continues for next year, with the cost to all being lower.

Mr. Fogg stated that Red Sky Farm, where we take our leaves, would like us to come and level their pile of compost, because of a pending NJDEP inspection. Mr. Fogg stated that without this facility we would have to pay and travel a distance to get rid of the leaves.

After some discussion it was decided to allow the Public Works Department to send one back hoe to do this task.

Public Safety

Mr. Sower stated that the Prosecutor's Office had conducted their annual inspection of the Police Facility and everything was found satisfactory.

Mr. Sowers stated that Sgt. Venable and himself had recently attended a JIF Police Liability Seminar.

Mrs. Pompper wished everyone a merry Christmas and a Happy New Year.

Mr. Venable wished everyone a merry Christmas and a Happy New Year.

Mr. Breslin, Mr. Palombo had no further comments.

Mayor Bradway wished everyone a Happy New Year.

PUBLIC COMMENT

Several resident spoke on behalf of a "long time resident" to encourage the Committee to assist in getting her into a unit at Leisure Arms. Some comments in regards to this were: She is in need of assistance and we need to help her to get into Leisure Arms, she has fallen on hard times and has no heat and we need to care about our residents and help her.

A resident was glad to hear that we are doing something about the poor phone service, as he at times cannot be understood by Verizon to tell them he has a problem, but he would also like to have cable tv and decent internet service as well.

A resident couple inquired about their request to have their ditches cleaned out. Mayor Bradway stated that the request had been forwarded to the County Mosquito Commission and what their time frame is to do any work or if they plan any further work is unknown.

CLOSED SESSION

Motion (Venable, Pompper) to convene into a Closed Session of Business 8:00 pm

RESOLUTION 2015- 119 **A RESOLUTION FOR A CLOSED SESSION**

BE IT RESOLVED, by the Township Committee of the Township of Lower Alloways Creek that a portion of the meeting of the Township Committee be closed to the public to enable the Township Committee to discuss, and where appropriate, take action concerning the following matter(s) as permitted by N.J.S.A. 10:4-12:

____ 3. Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

____ 4. Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

____ 7. Any pending or anticipated litigation or contract negotiation other than in (4) above in which the public body is, or may become a party. Any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

____ 8. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

More specifically, the matter to be discussed involves the following:

- A. Possible Litigation – Small Claims suit
- B. Personnel – Admin Assistant, PT Police Holiday pay
- C. Contracts – Dispatcher Contract with the County

BE IT FURTHER RESOLVED, that the matters discussed will be available for public inspection

- A. At such time the matter is concluded
- B. At such time the matter is concluded
- C. At such time the matter is concluded

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

BE IT FURTHER RESOLVED that this Closed Session is expected to continue for twenty (20) Minutes and that further business by the Committee will take place at its conclusion.

The motion for the Closed Session of Business passed a vote of the Committee as follows: 5-0

Ayes: Venable, Pompper, Breslin, Palombo and Bradway
Nays: none Abstain: none Absent: none

Motion (Pompper, Venable) to come out of the Closed Session of business. 8:30 pm

The motion to come out of the Closed Session of Business passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway
Nays: none Abstain: none Absent: none

BUSINESS AFTER CLOSED SESSION

Motion (Pompper, Venable) for Resolution 2015-120, A Resolution to authorize a contract with Salem County for Dispatcher Services beginning January 1, 2016 through December 31, 2019.

RESOLUTION 2015- 120

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF SALEM AND LOWER ALLOWAYS CREEK TOWNSHIP FOR POLICE DISPATCHING SERVICES.

WHEREAS the Township Committee of the Township of Lower Alloways Creek desires to have a Shared Services Agreement with the County of Salem for them to provide Police Communication Dispatching Services to the Township of Lower Alloways Creek, and;

WHEREAS, the County of Salem and Lower Alloways Creek recognize that N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into

joint agreements; and further, that N.J.S.A. 40A:65-17 sets forth employment rights and obligations in connection with law enforcement shared service contracts between local government entities, and;

WHEREAS, the Lower Alloways Creek Township Committee and the Freeholders of the County of Salem have agreed to certain terms & conditions and payment schedules, which have been memorialized within the Police Dispatching Shared Services Agreement for the period of, January 1, 2016 through December 31, 2020 and for a total of \$ 133,791.00.

NOW, THEREFORE BE IT RESOLVED that the Township Committee of the Township of Lower Alloways Creek hereby approves a Shared Services Agreement for Police Dispatching Services by and between the County of Salem and Lower Alloways Creek Township and does authorize the Mayor and Clerk to execute such agreement.

BE IT FURTHER RESOLVED that a copy of this resolution be attached to the Shared Services Agreement and be forwarded to the Clerk of the Salem County Freeholders, the Salem County Emergency Services Coordinator and the Public Safety Director of the Township of Lower Alloways Creek.

The motion for Resolution 2015-120 to authorize a contract with Salem County for Dispatcher Services beginning January 1, 2016 through December 31, 2019 passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway
Nays: none Abstain: none Absent: none

Motion (Pompper, Venable) to terminate the employment of Dwayne C. Johnson.

The motion to terminate the employment of Dwayne C. Johnson passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway
Nays: none Abstain: none Absent: none

Motion (Pompper, Venable) to approve the Part Time Administrative Assistant position to increase to 31 hours per week and authorize the Mayor and Clerk to sign a side bar agreement with the CWA stating such.

The motion to approve the Part Time Administrative Assistant position to increase to 31 hours per week and authorize the Mayor and Clerk to sign a side bar agreement with the CWA stating such, passed a vote of the Township Committee as follows: 5-0

Ayes: Pompper, Venable, Breslin, Palombo and Bradway
Nays: none Abstain: none Absent: none

ADJOURNMENT

Motion (Palombo, Breslin) to adjourn the meeting at 8:40 p.m.
The motion to adjourn the meeting passed unanimously.

Minutes of the December 15, 2015 Meeting were approved at a meeting held January 20, 2016

ATTEST:

LOWER ALLOWAYS CREEK TOWNSHIP

Ronald L Campbell Sr. Clerk

Mayor, Ellen B. Pompper