

REVIEWED & REDACTED

1/16/24

TOWNSHIP OF LONG HILL

POLICE DEPARTMENT

ASSESSMENT

ADMINISTRATIVE - OPERATIONAL - STAFFING - FACILITY

Prepared by

Robert J. Falzarano

Harding Township Administrator

November 21, 2023

TABLE OF CONTENTS

copy (4)

Background.....6

Municipal Resources, Inc.....6

Assessment and Consulting Authorization.....6

Assessment Goals & Objectives.....7

Overview (2015 – 2022)9

 MRI Study.....9

 Police Budgets.....9

 Capital Budgets.....9

 Overtime.....11

 Compensatory Time Liability.....11

 Annual Vehicle Repair Expenses.....12

 Annual Written Directive System Review.....12

 Policy & Procedures Revisions.....12

 Job Descriptions, Duties & Assignments Updates.....13

 Mandatory Training.....14

 Rules & Regulations.....14

 Annual Reports Review.....14

 Budget Preparation & Monitoring.....14

 Organization Staffing & Assignments.....15

 Staff Meeting Agenda Preparation & Distribution.....15

 Staff Meeting Minutes Preparation & Distribution.....16

 State Accreditation.....17

 National Accreditation.....17

 Records Storage & Destruction.....17

 Monthly & Yearly Report Preparation.....17

Annual Goals, Objectives & Achievements.....	18
Monthly Workload Analysis.....	18
Yearly Workload Analysis.....	18
Annual Written Officer Performance Evaluations.....	19
Employee Evaluation Conferences.....	19
Performance Improvement Plans.....	19
Career Development & Succession Planning.....	20
Community Policing Satisfaction Surveys.....	20
Community Policing Programs.....	20
Body Armor Replacement.....	21
Patrol Vehicle Inspection Reports.....	21
Business Property Checks.....	22
Comparative Crime Analysis.....	23
Long Hill Uniform Crime (2020 – 2022).....	24
Long Hill Recovered Stolen Property (2015 – 2022).....	24
Uniform Crime Reporting (per 100,000 population)	25
Burglary Clearance Rates.....	25
Residential.....	25
Commercial.....	25
Open/Closed Case Analysis.....	26
Patrol Workload Analysis (example chart)	26
Preventative Patrol Analysis (example chart)	27
Investigative Workload Analysis (example chart)	27
Budget (2015 – 2022).....	28
Capital Spending (chart).....	28
Operating Budgets (chart).....	29

Traffic.....	29
Enforcement.....	31
Motor Vehicle Crashes.....	31
24 Hour Roadway Traffic Counts.....	32
Written Directive System.....	32
Special Orders & Special Memorandums.....	32
Policy & Procedures.....	33
Rules & Regulations.....	33
Strategic Planning.....	34
Performance Measurement & Metrics.....	34
Demographics.....	35
Expenses.....	35
Staffing.....	35
Long Hill Organization Charts.....	36
2015.....	36
2021.....	36
2023.....	37
1999.....	37
Facility.....	38
History.....	38
Flooding.....	38
Renovations.....	39
Maintenance.....	39
Closing Comments.....	39
Headquarters Building Flood Line (photograph).....	40
Emergency Generator Flood Line (photograph).....	40

Records Storage Shed Flood Line (photograph).....	41
Records Storage Shed Interior (photograph).....	41
Records Storage Police Headquarters (photograph).....	41
Discarded Outdated Equipment Storage Shed Interior (photograph).....	42
Antennae Poles (photograph).....	42
Police Headquarters Building & Grounds Exterior (photographs).....	43
Vehicles.....	44
Assignment - Condition - Expenses.....	44
Maintenance Tracking.....	45
Replacement & Purchases Table.....	45
Auxiliary Vehicles.....	45
Firearms Training Range.....	46
Options Definitions.....	46
Remain Independent.....	46
Joint Meeting.....	46
Shared Service.....	46
Independent Recommendations & Options Process.....	46
Remain Independent (recommendations).....	47
Joint Meeting (process).....	53
Shared Service (process).....	54
Summary.....	55
References.....	60
Appendix #1 - Shared Service & Consolidation Act.....	60
Appendix #2 - Joint Insurance Fund Exercise Fitness Room Best Practices.....	60

Background

During general discussion about various municipal operations, the Long Hill Township mayor and the Harding Township mayor discussed police administration and operations. The Long Hill mayor explained the MRI Study, complexity for implementation, and the need for an experienced professional to review the study prepared by Municipal Resources, Inc., and develop an implementation plan. During discussions, both mayors identified the retired Long Hill Chief of Police and current Harding Township Administrator Robert Falzarano as a uniquely qualified candidate. Meetings were held with Robert Falzarano, and he agreed to provide the assistance, provided Long Hill and Harding approved a shared services agreement to authorize assessment and consulting services. On July 10, 2023, the Harding Township Committee approved Resolution TC 23-148 approving a shared services agreement to authorize Robert Falzarano to provide police assessment and consulting services for the Long Hill Police Department. On July 12, 2023, the Long Hill Township Committee approved Resolution 23-213 which approved the shared services agreement.

Municipal Resources, Inc.

The Long Hill Township Committee retained the services of MRI “to develop a high-level overview of the Long Hill Police Department for purposes of assessing risk management and potential organizational enhancements that could be offered for consideration and implementation.”⁽¹⁾

In early August 2022, Municipal Resources, Inc., conducted an onsite review of the Long Hill Township Police Department. MRI also reviewed relevant documents. MRI representatives attended in person meetings with the Long Hill Township Administrator, Long Hill Township Committee members, Police Chief, and police personnel. The MRI team inspected the police facility and attended the August 2022 National Night Out where several residents and members of other emergency services were asked about the police department.

MRI submitted the final study report to the Township in October 2022.

Assessment & Consulting Authorization

Pursuant to the Uniform Shared Services and Consolidation Act (appendix 1): N.J.S.A. 40A:65-4(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 including services from licensed or certified professionals required by statute to be appointed.” Thus, so long as Harding Township could provide the service in its own jurisdiction and Long Hill could receive the service in its own jurisdiction, then the SSA would be able to be entered into between the municipalities. Harding and Long Hill are both able to analyze and review their respective police departments. In addition, pursuant to N.J.S.A. 40A:65-6, the contract must specify who the primary employer is, which, after discussion between Long Hill and Harding, will remain Harding Township.

On July 10, 2023, Harding Township approved a Shared Services Agreement with Long Hill Township for Harding Township Administrator Robert Falzarano to conduct a preliminary review

and assessment of the current state of the Long Hill Township Police Department. During the assessment phase, Mr. Falzarano will provide consulting services as required. The result would be options for the development of a long-range plan for Long Hill police services.

Assessment Goals & Objectives

The administrative and operations assessment is an examination of the Long Hill Police Department to determine the administrative functions and operational services delivered over several years. Included, an evaluation of the police facility is provided.

The assessment review goals include the following:

1. Identify administrative and operational functions performed during specific time periods.
2. Inspect the current police facility.
3. Develop administrative, operational and facility recommendations.
4. Provide examples for the preparation of monthly and yearly police reports.
5. Examine the police budget. Specifically, overtime, appropriations, expenditures, and capital budgets.
6. Determine the compensatory time liability.
7. Review the vehicle maintenance expenses and fleet replacement planning.
8. Inspect records storage and records management practices.
9. Examine strategic planning initiatives and accomplishments.
10. Determine Written Directive System updates, tracking, training, and job descriptions.
11. Interview command staff members.
12. Meet with the PBA to explain the assessment study goals.
13. Evaluate Rules & Regulations.
14. Inspect monthly and yearly reports for organization, strategic planning, and content.
15. Determine if written employee evaluations have been prepared.
16. Determine if performance improvement plans have been prepared when necessary.
17. Examine the workload analysis function for staffing and assignment recommendations and decision making.
18. Review staff meeting agendas and minutes.

19. Provide National and State Accreditation recommendations.
20. Review community policing initiatives and submit recommendations.
21. Assess the career development program and succession planning.
22. Review capital budgets (2015 – 2022) for priority purchasing based on a consistent long-range plan.
23. Obtain metrics and prepare comparative analysis for the following:
 - Populations
 - Median income
 - Households
 - Persons per household
 - Capital spending
 - Staffing
 - Vehicle maintenance program & expenses
 - Overtime
 - Salary budget
 - Operations budget
 - Uniform Crime Index
 - Service calls
 - Training expenses
24. Inspect traffic functions: traffic counts, crashes & motor vehicle enforcement and prepare comparative analysis.
25. Determine Rules & Regulations updating, issuance and receipt confirmation.
26. Identify strategic planning development, implementation, and monitoring.
27. Inspect the firearms training range and submit recommendations.
28. Develop recommendations and provide options.

Long Hill Police Overview (2015 – 2022)

1. *Review MRI Study:* Municipal Resources Inc., examined, submitted conclusions and an executive summary for a broad range of law enforcement functions and the facility.

(MRI Report)

2. *Police Budgets (2015 – 2022):*

- 2015 budget request submitted – not available / approved – \$3,292,740
- 2015 budget expended – \$3,189,007
- 2016 budget request submitted – not available / approved – \$3,257,175
- 2016 budget expended – \$3,153,377
- 2017 budget request submitted – \$3,341,700 / approved – \$3,300,700
- 2017 budget expended – \$3,171,521
- 2018 budget request submitted – \$3,376,000 / approved – \$3,324,000
- 2018 budget expended – \$3,146,758
- 2019 budget request submitted – \$784,700 (contractual only) / approved – \$3,329,700
- 2019 budget – expended \$3,114,155
- 2020 budget request submitted – 3,398,727 / approved – \$3,492,284
- 2020 budget expended – \$3,196,601
- 2021 budget request submitted – \$727,150 (contractual only) / approved – \$3,512,050
- 2021 budget expended – \$3,372,058
- 2022 budget request submitted – 1,018,350 (contractual only) / approved – \$3,623,660
- 2022 budget expended – \$3,576,552

3. *Capital Budgets (2015 – 2022):*

- 2015 budget request submitted – Not Available
- 2015 budget approved – \$46,000
- 2016 budget request submitted – Not Available
- 2016 budget approved – \$32,700
- 2017 budget request submitted – Not Available
- 2017 budget approved – \$39,500
- 2018 budget request submitted – \$156,050

- 2018 budget approved – \$51,050
 - ✓ Sally Port reduced from \$40,000 to -0-
 - ✓ Police range improvements reduced from \$30,000 to \$10,000
 - ✓ Generator reduced from \$45,000 to -0-
- 2019 budget request submitted – \$309,661
- 2019 budget approved – \$156,529
 - ✓ Breathalyzer reduced from \$20,00 to -0-
 - ✓ Mobile Data Terminals reduced from \$10,000 to -0-
 - ✓ Police range improvements reduced from \$15,000 to -0-
 - ✓ Solar power school signs reduced from \$14,000 to -0-
 - ✓ Ballistic vests reduced from \$18,000 to -0-
 - ✓ Evidence management system reduced from \$11,132 to -0-
 - ✓ Command vehicle reduced from \$65,000 to -0-
- 2020 budget request submitted – \$127,500
- 2020 budget approved – \$11,500
 - ✓ Police range improvements reduced from \$25,000 to \$-0-
 - ✓ Generator reduced from \$40,000 to -0-
 - ✓ Solar power school signs reduced from \$18,000 to -0-
 - ✓ E-ticketing reduced from \$20,000 to -0-
- 2021 budget request submitted – \$263,000
- 2021 budget approved – \$248,000.
 - ✓ Facility cameras reduced from \$40,000 to \$25,000
- 2022 budget request submitted – \$335,000
- 2022 budget approved – \$244,000
 - ✓ Facility improvements were reduced from \$150,000 to \$100,000
 - ✓ Traffic calming devices reduced from \$75,000 to \$60,000
 - ✓ Ballistic patrol shields reduced from \$40,000 to \$14,000

Note: Facility emergency generator replacement capital funding was submitted for budget year 2018 (\$45,000) and budget year 2020 (\$40,000). Both requests were not funded. Overall, police capital funding is adequate and supported.

4. Overtime (2015 – 2022):

- 2015 budget request submitted – Not Available
- 2015 budget approved – \$112,000 / expended – \$129,999
- 2016 budget request submitted – Not Available
- 2016 budget approved – \$112,000 / expended – \$81,791
- 2017 budget request submitted – Not Available
- 2017 budget approved – \$78,000 / expended – \$77,991
- 2018 budget request submitted – Not Available
- 2018 budget approved – \$80,000 / expended – \$65,459
- 2019 budget request submitted – \$80,000
- 2019 budget approved – \$75,000 / expended – \$51,093
- 2020 budget request submitted – \$80,000
- 2020 budget approved – \$75,000 / expended – \$83,824
- 2021 budget request submitted – \$120,000
- 2021 budget approved – \$75,000 / expended – \$101,481
- 2022 budget request submitted – \$115,000
- 2022 budget approved – \$85,000 / expended – \$7,324

5. Compensatory Time Liability 2015 – 2022:

- 2015 – (see note below)
- 2016 - (see note below)
- 2017 - (see note below)
- 2018 - (see note below)
- 2019 - (see note below)
- 2020 - (see note below)
- 2021 - (see note below)
- 2022 – (see note below)

Note: The Long Hill Labor Counsel advised that compensatory time accumulation was not in accordance with the Police Labor Contracts. The issue was corrected in December 2022. The maximum compensatory hours that an officer may carry into the next year is 120 hours. The current agreement prevents excessive compensatory time accumulation and increasing accumulated compensatory time value.

6. Annual Vehicle Repair Expenses – (2015 – 2022):

- 2015 – \$34,528
- 2016 – \$37,146
- 2017 – \$38,171
- 2018 – \$28,309
- 2019 – \$35,986
- 2020 – \$33,066
- 2021 – \$41,245
- 2022 – \$43,016

7. Annual Written Directive System Review (2015 – 2022):

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

8. Policy & Procedures Revisions (2015 – 2022):

- 2015 – revised 2 policies and procedures
- 2016 – revised 1 policy and procedures
- 2017 – revised 0 policies and procedures
- 2018 – revised 1 policy and procedures
- 2019 – revised 31 policies and procedures
- 2020 – revised 5 policies and procedures
- 2021 – revised 4 policies and procedures
- 2022 – revised 5 policies and procedures

Note: The 2019 policy revisions (31) indicate preparation for the 2019 NJ State Accreditation. Policy management practices require improvement to ensure the written

directive system is current and in compliance with standards, Attorney General Directives, County Prosecutor Directives and NJ Statutes.

9. Job Descriptions, Duties & Assignments Updates (2015 – 2022)

- 2015 – Not signed by the issuing authority
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

Note: The 2015 Duties & Responsibilities were not signed by the issuing authority. The 2015 copies received are for the following:

- ✓ Duties & Responsibilities Assigned – Revision date listed February 2, 2009
- ✓ Crossing Guards – Revision date listed – July 30, 2008
- ✓ Chief of Police – Revision date listed – February 16, 2006
- ✓ Detective – Revision date listed – January 1, 2005
- ✓ Detective Sergeant – Revision date listed – December 8, 2013
- ✓ Lieutenant – Revision date listed – September 17, 2007
- ✓ Patrol Officer – Revision date listed – January 1, 2005
- ✓ Patrol Sergeant – Revision date listed – January 1, 2005
- ✓ Matron – Revision date listed – January 1, 2005
- ✓ Secretary – Revision date listed – June 25, 2006
- ✓ Services Officer – Revision date listed January 1, 2005
- ✓ Special Police Officer – Revision date listed – January 1, 2005

Note: The 2015 Duties & Responsibilities listed above appear to have been reissued without the issuing authority signature or the date that the documents were revised. The Duties & Responsibilities for the Lieutenant list the patrol function. The Organization Chart states that one Lieutenant is responsible for the Patrol Division and One Lieutenant is responsible for the Support Services Division. The Duties and Responsibilities for the Support Services Lieutenant were not issued until January 1, 2022. However, the list of “Supplemental Duties and Responsibilities” dated January 1, 2022, is not a policy revision

and does not comply with the Written Directive System procedures. January 1, 2022, issuing authority is not listed and the document is not signed.

10. Mandatory Training (2015 – 2022):

- 2015 – Yes
- 2016 – Yes
- 2017 – Yes
- 2018 – Yes
- 2019 – Yes
- 2020 – Yes
- 2021 – Yes
- 2022 – Yes

Note: Lieutenant Marczewski has prepared an excellent training record tracking system and has projected all mandatory training through 2027.

11. Rules & Regulations:

- Updated and current

12. Annual Reports Available for Review (2015 – 2022):

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

13. Budget Preparation and monitoring (2015 – 2022):

- The available data indicates the budgets are prepared and monitored in an appropriate manner

- Overspending is not indicated

14. Organizational Structure & Staffing (25 fulltime sworn – 2 fulltime civilian):

- Chief – vacant
 - ✓ 1 - Secretary
- Patrol
 - ✓ 1 - Lieutenant
 - ✓ 6 - Sergeants
 - ✓ 14 -Officers
 - ✓ 4 squads
- Support Services
 - ✓ 1 - Lieutenant
 - ✓ 2 - Detectives
 - ✓ 1 – Secretary

Note: One officer is on military leave for one year. There is currently a vacancy for Chief of Police. One officer is on light duty. In November 2023 two officers will be out on maternity leave. The actual staff at the time of this report is twenty officers. Three superior officers are eligible to retire in 2023. One senior officer is eligible to retire in 2024 and one senior officer is eligible to retire in 2025. The remaining staff has one officer with fifteen years of service and there are thirteen officers with service time less than seven years.

15. Staff Meeting Agenda Prepared in Advance & Distributed (2015 – 2022):

- 2015 – Unknown
- 2016 – Unknown
- 2017 – Unknown
- 2018 – (see note below)
- 2019 – (see note below)
- 2020 – (see note below)
- 2021 – (see note below)
- 2022 – (see note below)

Note: Meetings held with the Chief and Lieutenants; Sergeants were not included in staff meetings. 5/24/2023 (marked agenda but appears to be minutes not signed).

16. Staff Meeting Minutes Prepared:

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – (see note below)
- 2019 – (see note below)
- 2020 – (see note below)
- 2021 – (see note below)
- 2022 – (see note below)

Note: Five documents submitted – 9/11/2018 (minutes not signed or clearly labeled), 1/23/2019 (minutes not signed or clearly labeled). 1/30/2020 (minutes not signed or clearly labeled). Document submitted no date sticky labeled 2021 pasted on document (minutes not signed or clearly labeled). 5/24/2023 (marked agenda but appears to be minutes not signed)

17. Staff Meeting Minutes Distributed Command Staff:

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

Note: Meetings held with the Chief and Lieutenants; Sergeants were not included in staff meetings.

18. Accreditation:

- State – The department received NJ State Accreditation in 2019, which lapsed in 2022. Currently the police department is not NJ State certified.
- National – Currently, the police department is not CALEA certified. The OIC indicated that in 2015, the department transitioned to the NJ State Accreditation program.
- The 2020 police budget line-item accreditation request was \$15,000.00. The approved 2020 accreditation budget-line item was \$15,000.00.

19. Records Storage, Retention & Destruction (2015 – 2022):

- 2015 – Yes
- 2016 – Yes
- 2017 – No
- 2018 – Yes
- 2019 – Yes
- 2020 – Yes (records were destroyed in a flood and inventoried)
- 2021 – No
- 2022 – No

Note: Currently, records archive storage is in the police building and a shed that is situated on the rear parking lot. The shed is not climate controlled. The OIC advised that records have been destroyed by flood and mold. The OIC did inventory all the records that were destroyed from the flooding event. Records destruction request submitted in March 2023.

20. Monthly & Annual Reports (2015 – 2022):

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No

- 2022 – No

21. Annual Goals, Objectives & Achievements (2015 – 2022):

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

22. Monthly Workload Analysis (2015 - 2022):

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

23. Yearly Workload Analysis (2015 – 2022):

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

24. Annual Written Officer Performance Evaluations (2015 – 2022):

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – Sergeants & Officers prepared: **The OIC advised evaluations for the Lieutenants not prepared**
- 2020 – Sergeants & Officers prepared: **The OIC advised evaluations for the Lieutenants not prepared**
- 2021 – Sergeants & Officers prepared: **The OIC advised evaluations for the Lieutenants not prepared**
- 2022 – Sergeants & Officers prepared: **The OIC advised evaluations for the Lieutenants not prepared**

25. Evaluation Conferences Conducted (2015 – 2022):

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – Sergeants & Officers conducted: **Lieutenants not conducted**
- 2020 – Sergeants & Officers conducted: **Lieutenants not conducted**
- 2021 – Sergeants & Officers conducted: **Lieutenants not conducted**
- 2022 – Sergeants & Officers conducted: **Lieutenants not conducted**

26. Performance Improvement Plans Developed (2015 – 2022):

- 2015 – Yes
- 2016 – Yes
- 2017 – Yes
- 2018 – Yes
- 2019 – Yes
- 2020 – Yes

- 2021 – Yes
- 2022 – Yes

27. Career Development & Succession Planning:

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

Note: The OIC could not produce a written record to support the career development function that was performed. The OIC advised that the career development and succession planning functions are scheduled for implementation in December 2023.

28. Community Policing Citizen Satisfaction Surveys Distributed (2015 – 2022):

- 2015 – No
- 2016 – No
- 2017 – No
- 2018 – No
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

29. Community Policing Programs (2015 – 2022):

- Operation good morning.
- Coffee with a COP.
- Home security survey
- Car seat installation.

- LEAD

30. Body Armor Replacement Budgeted in Accordance with Manufactures Specifications:

- 2015 Expended – Not Available
- 2016 Expended – Not Available
- 2017 Expended – \$3,159
- 2018 Expended – \$4,174
- 2019 Expended – \$17,209
- 2020 Expended – \$855
- 2021 Expended – \$2,485
- 2022 Expended – \$6,295

Note: The OIC advised that body armor has been replaced in accordance with the manufacturer's specifications. The OIC did advise that four body armor vests expired in August 2023 and that the grant funds are almost depleted. In October 2023, a grant application was submitted for replacement body armor.

31. Patrol Vehicle Inspection Reports:

- 2015 – (see note below)
- 2016 – (see note below)
- 2017 – (see note below)
- 2018 – (see note below)
- 2019 – (see note below)
- 2020 – (see note below)
- 2021 – (see note below)
- 2022 – (see note below)

Note: The OIC advised that vehicles are inspected at the start of the shift. There is a vehicle check box on the activity sheet. The vehicle operation and call response policy (volume 3 chapter 1) require the patrol vehicles to be inspected for condition and equipment at the start of the shift. Several special orders were issued:

- December 16, 2016
- April 1, 2019
- April 9, 2019

There is no indication that the special orders referenced were cancelled and the changes added to an amended policy. Annual review of special orders is necessary to determine if a special order should be continued, cancelled, or added to policy.

The modified daily inspection reports provided are not dated. The OIC did place a sticky note on each version with the following dates:

- Modified July 14, 2015
- Modified April 9, 2019
- Modified August 21, 2021

The daily inspection reports do not have an appendix number affixed. The policy submitted did not include the activity reports as an appendix.

The OIC advised the vehicle inspection is recorded on the officer's body camera. The current policy for police vehicle inspections does not require the vehicle to be inspected after the work shift. Vehicle inspections after the work shift is imperative. The vehicle inspection policy should be removed from the vehicle operation and call response policy. There should be a separate policy for inspecting, including department equipment (inspections, care, maintenance, and replacement) which is not limited to vehicles.

32. Business Property Checks (2015 – 2022):

- 2015 – Yes
- 2016 – Yes
- 2017 – Yes
- 2018 – No (discontinued June 24, 2018)
- 2019 – No
- 2020 – No
- 2021 – No
- 2022 – No

Comparative Crime Analysis

One example of traditional or historic policing performance measurement has been crime comparative analysis. Although important, modern policing performance measurements must expand statistical analysis to include broader performance metrics which will be explained in the measurement metrics section of this report.

Comparing 2015 to 2022 reported offenses increased 25% (48 - 60). Comparing 2015 to 2022, reported stolen property values increased 379% (\$41,208 - \$197,338). Comparing 2015 to 2022 firearm permit applications increased 504% (27 - 163). The United States Supreme Court overturned the New Jersey firearm carry law which increased firearm carry permit applications. The 2015 investigative staffing level compared to the 2022 investigative staffing level remained at two detectives.

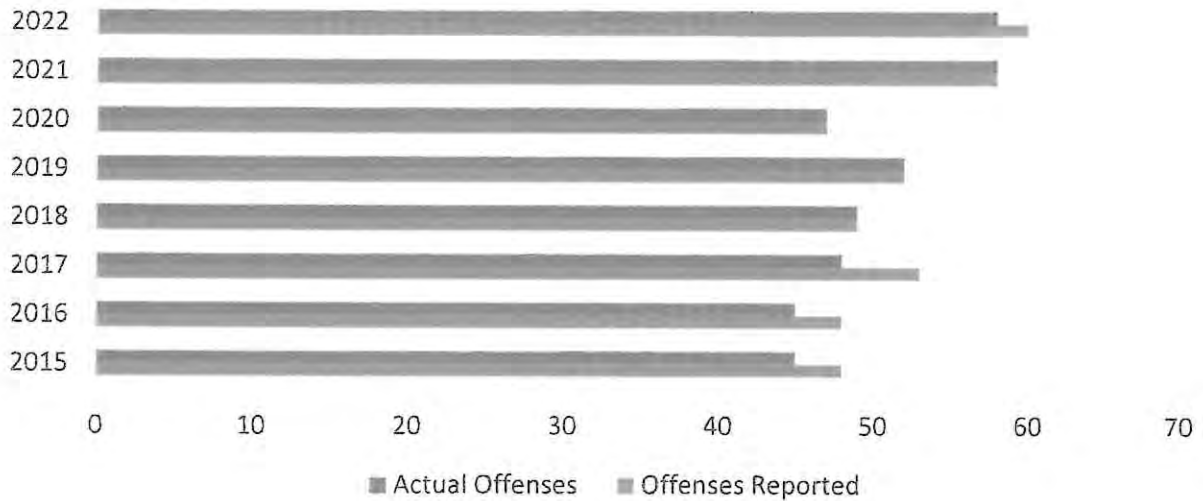
Crime and traffic analysis data is integral for developing annual goals and objectives that will address police service demands and staffing. Also, short range and long-range planning must include a thorough review of Long Hill crime, traffic, and demographic data, including contiguous municipalities demographics. Law enforcement strategic planning does not only include numerical comparative data. In addition to crime, traffic and service calls, comprehensive law enforcement strategic planning must include the following:

- Prior minimum five-year Long Hill population increases/decreases, including contiguous municipalities
- Projected future minimum five-year population trends based on planned development, including contiguous municipalities
- Prior minimum five-year Long Hill traffic patterns and projections based on planned development within Long Hill, including contiguous municipalities
- Prior minimum five-year residential development by type and commercial development by type within Long Hill, including contiguous municipalities
- Projected minimum five-year residential development by type and commercial development by type within Long Hill, including contiguous municipalities

Note: Contiguous municipality development, single family, multi-family units and commercial development will increase the demand for police services within Long Hill Township.

Uniform Crime Report (UCR)

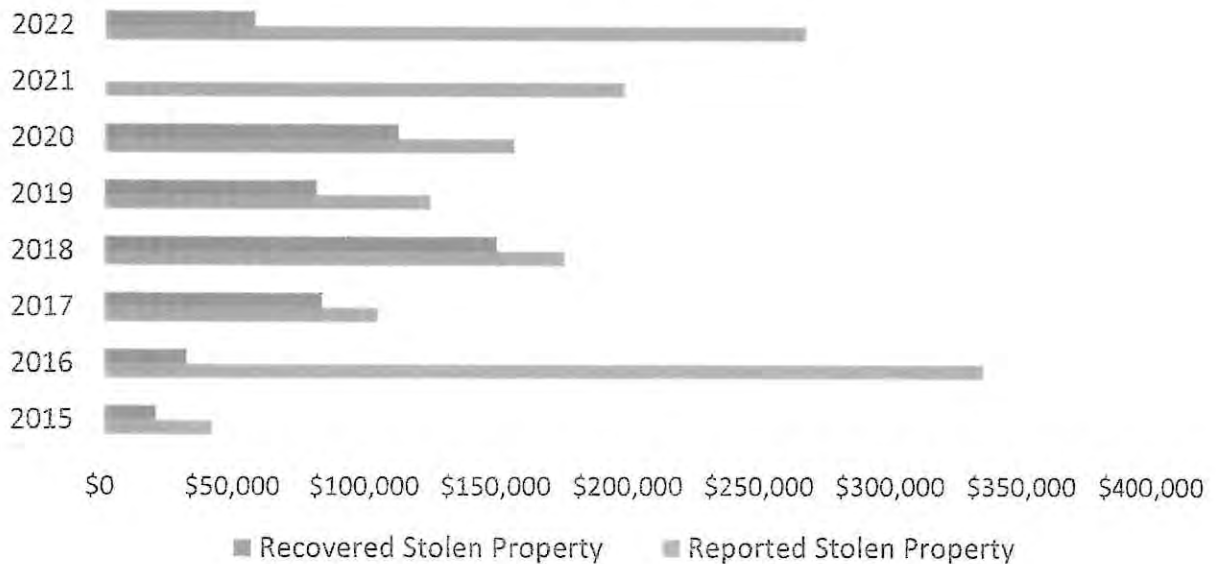
Long Hill Police
Uniform Crime Report
2015 - 2022



Note: (2020 – 2022) - Reported Offenses Increased 25%

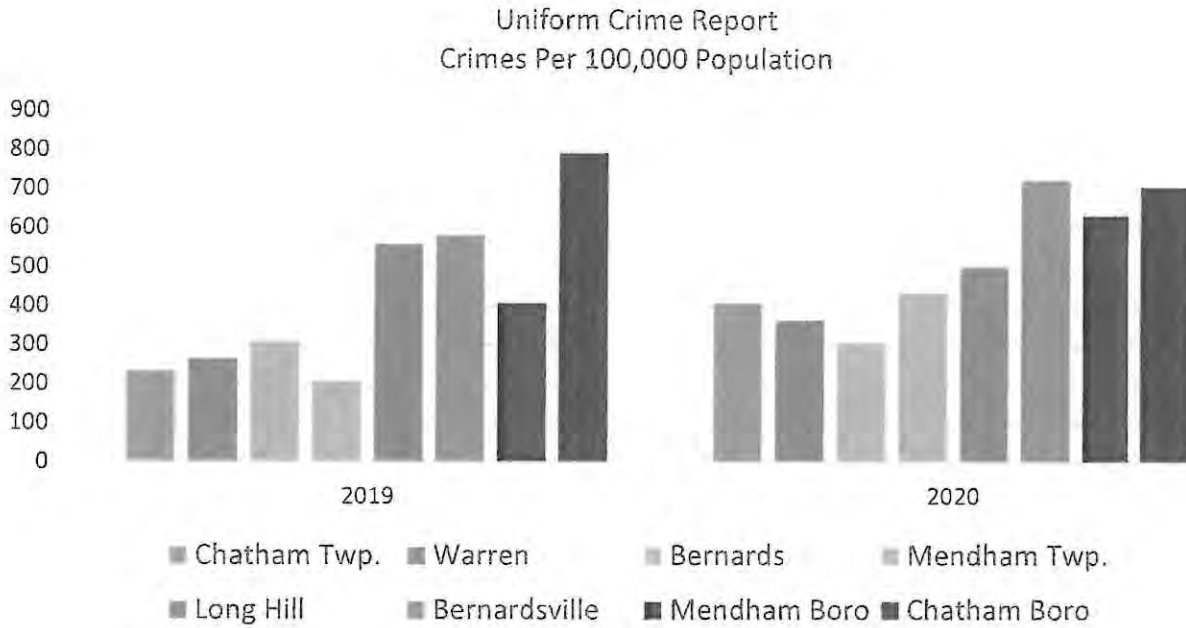
Reported/Stolen Property (2015 – 2022)

Long Hill Police
Reported/Recovered Stolen Property
2015 - 2022



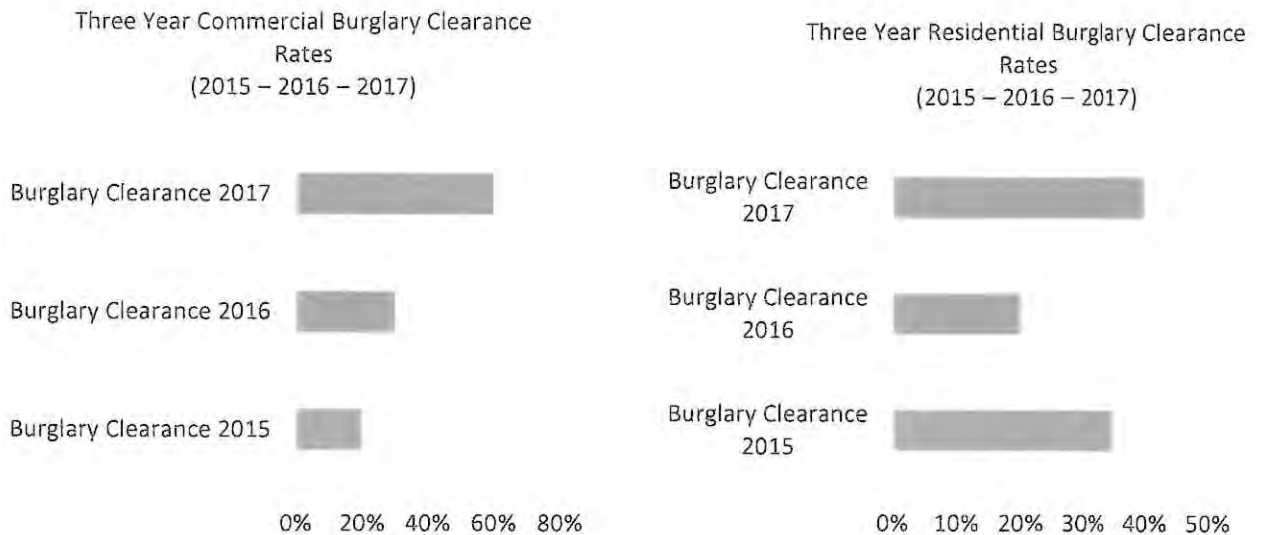
Note: (2020) - Percent Recovered 72% / (2022) - Percent Recovered 21%

Uniform Crime Report (Crimes Per 100,000 Populations)



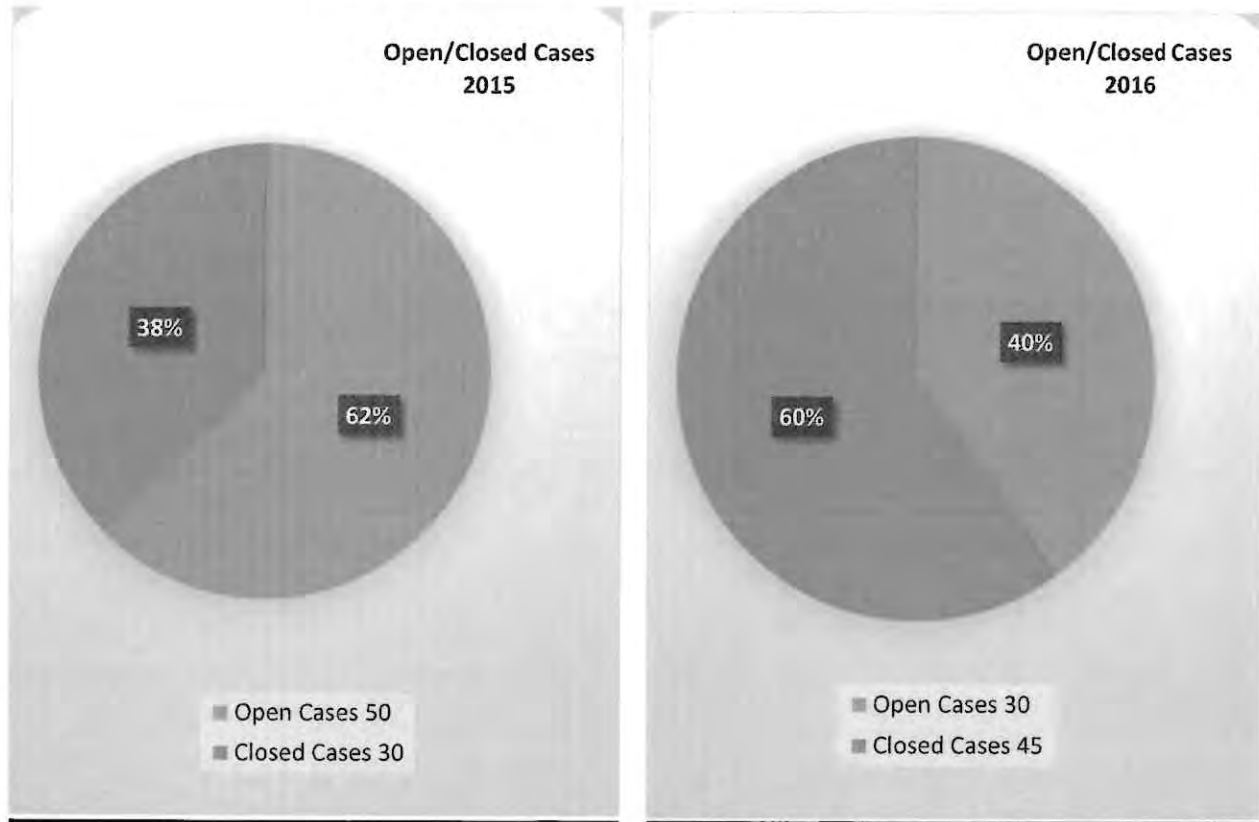
Note: The 2019 Long Hill crime index decreased from 559.0 to 500.8 in 2020. Uniform crime reports for 2021 & 2022 are currently not available. Chatham Borough, Bernardsville, and Long Hill have similar total populations. Comparatively Long Hill is within the relatively safe communities listed. Long Hill’s crime index indicates a relatively safe community.

Burglary Comparative Analysis (example chart)

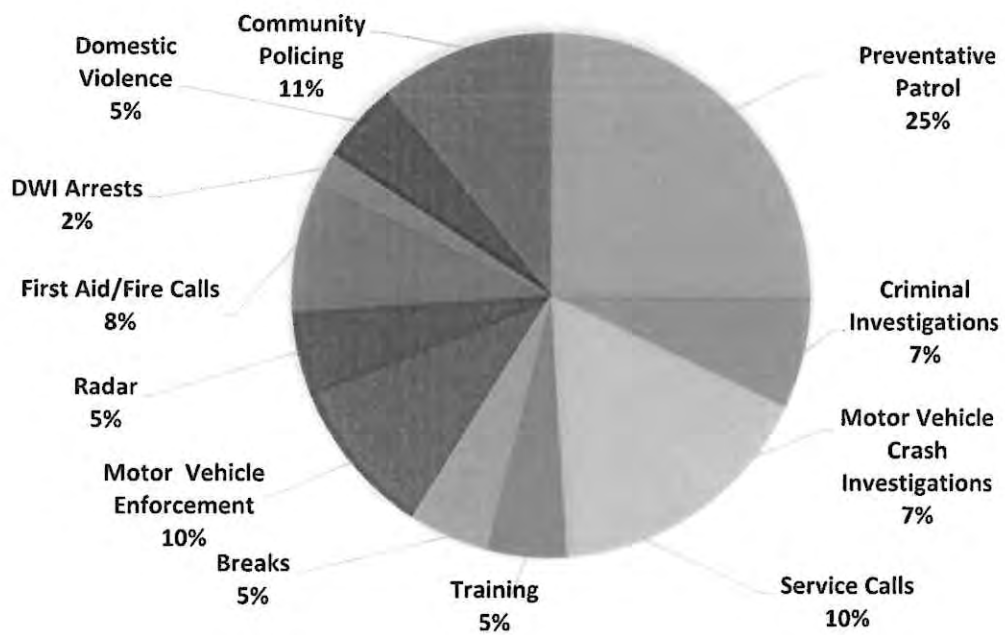


The above charts are **examples** that would be included as part of the crime analysis function, reference for developing annual goals & objectives, resource allocation, assignments, and staffing.

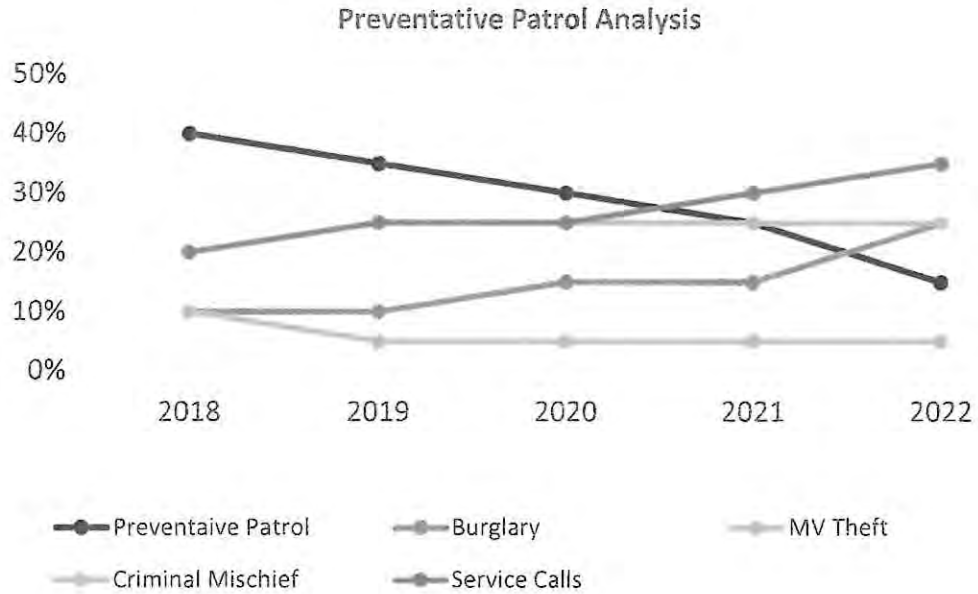
Comparative Case Analysis (example chart)



Patrol Workload Analysis (example chart)

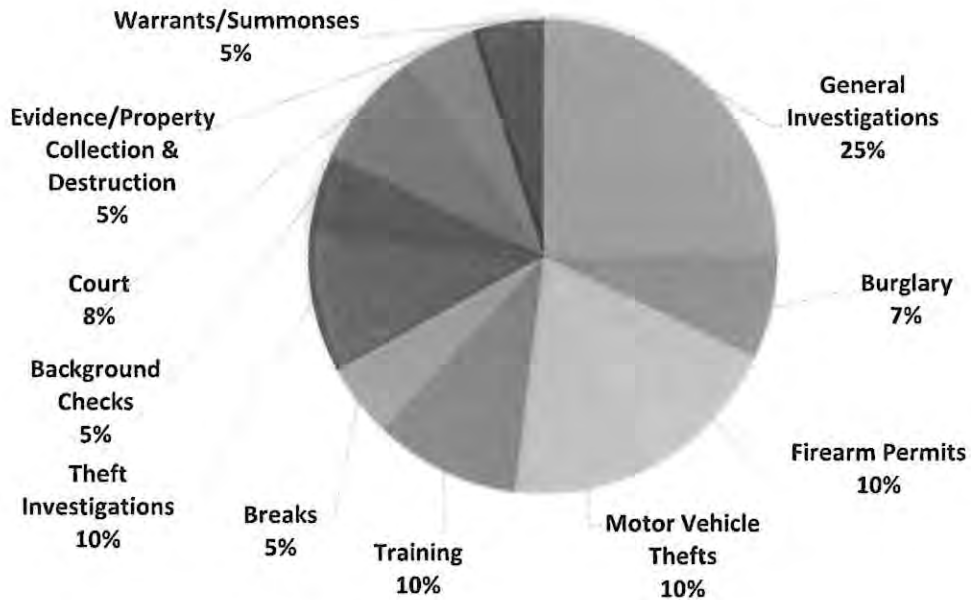


Preventive Patrol Analysis (example chart)



Note: Preventative patrol effectiveness is difficult to quantify. The above chart illustrates that service calls increased as preventative patrol decreased. One conclusion would be criminal offenses increased because the preventative patrol time decreased due to increased service calls. Decreased preventative patrol time due to increased service calls may increase criminal offenses because there is a decreased police presence. Conclusions must be based on thorough analysis.

Investigative Workload Analysis (example chart)

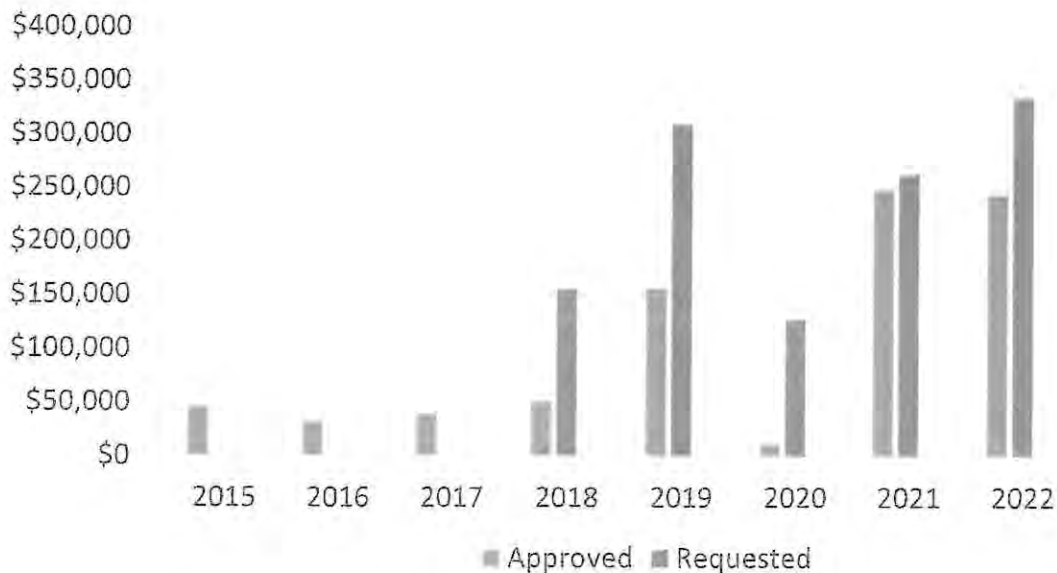


Budget 2015 - 2022

Description	2015	2016	2017	2018	2019	2020	2021	2022
Salary & Wages	2,906,500	2,867,500	2,858,500	2,878,300	2,750,500	2,933,780	2,980,600	3,019,810
Other Expenses	63,090	63,325	63,350	64,850	84,350	87,350	89,650	97,550
MIS	4,000	5,000	5,000	5,000	12,000	30,000	30,000	40,000
Building & Grounds	not available	not available	8,000	8,000	12,000	65,000	35,000	40,000
Car Purchases	42,000	42,000	84,000	84,000	94,000	100,000	100,000	147,000
County Radio	222,800	225,000	227,000	229,000	232,000	226,354	227,000	227,000
MDT Verizon	8,500	8,500	9,000	9,000	9,000	9,000	9,000	9,000
Fleet Maintenance	45,850	45,850	45,850	45,850	45,850	40,800	40,800	43,300
Total Budget	3,292,740	3,257,175	3,300,700	3,324,000	3,239,700	3,492,284	3,512,050	3,623,660
Overtime Budgeted	112,000	112,000	78,000	80,000	75,000	75,000	75,000	85,000
Overtime Expended	129,999	81,791	77,991	65,459	51,093	83,824	101,481	7,324

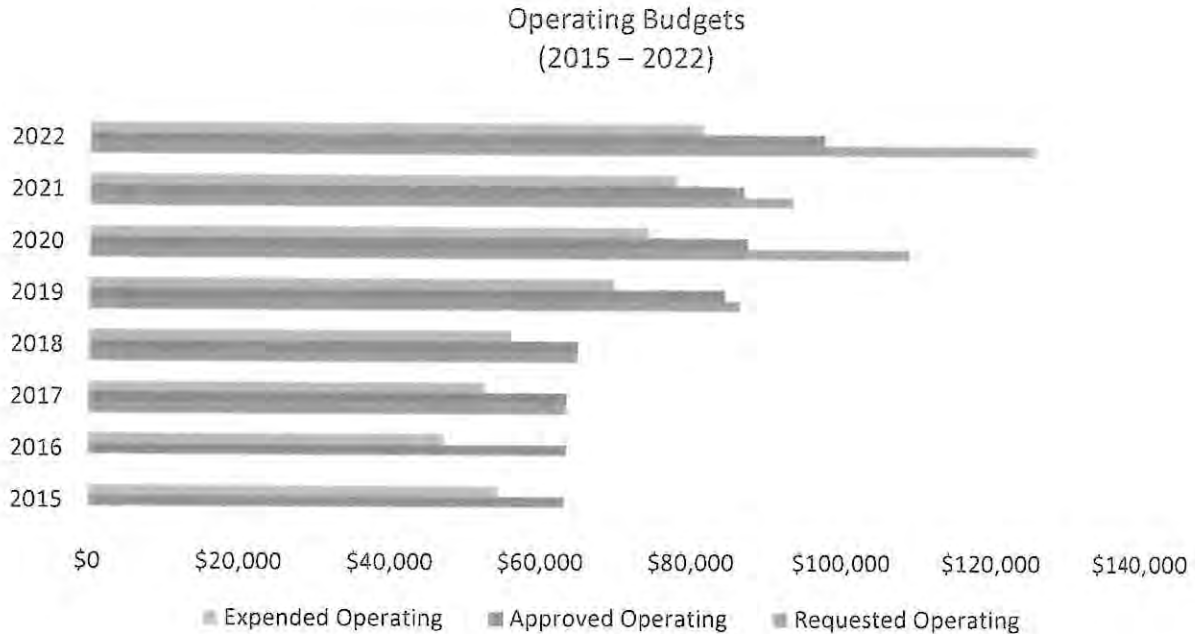
Capital Spending (2015 – 2022)

Long Hill Police Capital Spending



Note: Requested capital funding is not available for years 2015 – 2016 – 2017.

Operating Budgets (2015 – 2022)



Note: Operating does not include MIS, building & grounds, vehicle purchases, county radio, MDT – Verizon and fleet maintenance. Requested operating budgets for 2015 & 2016 is not available.

Traffic

At the local level, the purpose for collecting traffic data is for strategic planning to assist with developing long range and short-range goals and critical decision-making:

- Planning Board project requirements
- Traffic control device installation
- Signage
- Roadway improvements

The National Highway Safety Administration provides guidance and assistance to the various State Departments of Transportation. At the local level, the 4 E's ensure traffic safety is planned, implemented and managed to achieve positive outcomes. “ Transportation safety is a diverse and complex field. States are implementing and updating SHSP's in collaboration with their safety stakeholders to ensure “emphasis areas” or safety priorities focus on areas with the greatest potential to reduce fatalities and serious injuries. Generally, the 4 E's of safety define the broad stakeholder partners who care about safety and are responsible for making the roads safe for all users. Their role is to provide the 4 E perspective to the SHSP process. Stakeholders from the 4 E's are typically from the following:*

- *Engineering: highway design, traffic, maintenance, operations, and planning professionals;*
- *Enforcement: State and local law enforcement agencies;*
- *Education: prevention specialists, communication professionals, educators, and citizen advocacy groups; and*
- *Emergency response: first responders, paramedics, fire, and rescue.*

Benefits of Collaboration

There are a number of benefits for establishing a broad-based SHSP coalition, including the following:

- ***Shared responsibility***—*The SHSP is designed to be the State's "umbrella" safety plan. While the State's Department of Transportation (DOT) has the primary responsibility to develop the SHSP, it is not intended to be just a DOT plan. Success is possible because stakeholders from the different disciplines combine their skills and work together toward a common mission. Teamwork means one organization does not carry all of the financial or technical burdens alone. It fosters camaraderie and trust, so individuals know where to turn with questions, problems, shared strategies, and new ideas.*
- ***Leverage resources***—*Involvement in the SHSP brings the potential to leverage resources such as implementing low-cost safety improvements combined with high-visibility enforcement, which may improve safety more than either strategy alone. The possibilities for sharing resources through SHSP collaborations are endless. Collaboration brings about combinations of countermeasures that more effectively improve safety than any single countermeasure approach.*
- ***Multidisciplinary approach***—*Each of the 4 E's brings a unique perspective to the SHSP. Engineers approach a safety problem from the roadway and vehicle perspectives, law enforcement focuses on road user behavior, education concentrates on prevention, and emergency response personnel handle post collision care. Each approach is required for the SHSP to succeed in its effort to move disciplines from their individual areas of expertise into a coordinated, comprehensive approach to safety. (2) The traffic count data in the following chart were supplied by the Morris County Division of Engineering & Transportation.*

-

Traffic Enforcement

Year	Hazardous Summonses	Non-Hazardous Summonses	Parking	Permit Parking	Total Enforcement	Change Prior Year
2015	482	1,945	116	6	2,549	-
2016	482	845	477	23	1,827	- 28%
2017	399	1,062	397	26	1,884	+ 3%
2018	354	1,075	287	19	1,735	- 8%
2019	205	588	265	28	1,086	- 37%
2020	120	198	64	7	389	- 36%
2021	0	415	76	1	492	+ 26%
2022	0	580	102	1	683	+ 39%

Note: Motor vehicle enforcement decreased 73% from 2015 – 2022. There were no hazardous summonses issued in the years 2021 & 2022.

Motor Vehicle Crashes

Year	Death	Injury	Non-Injury	Other	Total Crashes	Change Prior Year
2015	1	16	145	2	164	-
2016	1	27	176	6	210	+ 28%
2017	1	20	204	10	235	+ 12%
2018	0	19	219	4	242	+ 3%
2019	0	21	205	3	229	- 6%
2020	0	10	118	0	137	- 40%
2021	0	14	164	0	178	+ 30%
2022	2	26	153	1	182	+ 2 %

Note: Motor vehicle crashes decreased during the COVID year 2020. The following year with the return of traffic, 2021, motor crashes increased 30%.

24 Hour Roadway Traffic Counts

Road	Count/Year	Count/Year	Change
<i>Valley Road (West of Plainfield Road)</i>	<i>15,378 2013</i>	<i>17,656 2018</i>	<i>+14.8%</i>
<i>Valley Road (River & Division)</i>	<i>10,855 2015</i>	<i>8,909 2021</i>	<i>-17.9%</i>
<i>Valley Road (East of Laura Drive)</i>	<i>9,815 2015</i>	<i>8,440 2021</i>	<i>-14.0%</i>
<i>Long Hill Road (Central & Meyersville)</i>	<i>5,949 2014</i>	<i>5,130 2019</i>	<i>-13.8%</i>
<i>Long Hill Road (Carlton & Central)</i>	<i>4,933 2015</i>	<i>5,671 2017</i>	<i>+15.0%</i>
<i>Meyersville Road (East of New Vernon)</i>	<i>9,836 2016</i>	<i>No counts after 2016</i>	<i>No counts after 2016</i>
<i>Meyersville Road (Long Hill & New Vernon)</i>	<i>5,255 2016</i>	<i>No counts after 2016</i>	<i>No counts after 2016</i>
<i>New Vernon Road</i>	<i>4,029 2013</i>	<i>5,100 2016</i>	<i>+26.6%</i>
<i>Mountain Avenue</i>	<i>4,780 2013</i>	<i>5,688 2017</i>	<i>+19.0%</i>
<i>Plainfield Road</i>	<i>7,057 2015</i>	<i>9,597 2021</i>	<i>+36%</i>
<i>Division Avenue</i>	<i>3,872 2015</i>	<i>2,410 2021</i>	<i>-37.8%</i>

Note: The Long Hill Police Department has not maintained traffic counts for municipal roads. The Long Hill Police Department should build a roadway traffic count library for both county and municipal roads. Annual traffic roadway counts will accurately reflect traffic patterns that are current. Because the data submitted is not current, recommendations are not provided. Current traffic data is essential to assist the decision-making process when development applications are submitted. Decisions regarding signage, roadway improvements, traffic calming and traffic control devices require accurate current data.

Written Directive System

Fifteen policies and procedures were inspected to determine annual review frequency, updating, distribution, training, and compliance.

- Special Orders & Memorandum** – Annual review proof was not submitted. The process to ensure the written directive system is current is the annual review of policies, procedures, special orders, and special memorandums. At some point, the process was discontinued. Special orders were issued by email and special memorandums which are both incorrect and not in compliance with the written directive system policy.

2. Policies & Procedures:

- Use of Force – The policy is up-to-date and in compliance with the December 2020 and April 2022 revised Attorney General Guidelines
- Pursuit and Forcible Stopping Guidelines (dated May 19, 2022) – Attorney General Directive 2022-04 dated April 29, 2022, added six new crimes to the list of offenses for which a vehicular pursuit may be authorized. Long Hill's policy has been updated to include all but two of the six additional crimes: theft of a motor vehicle and receiving stolen property – motor vehicle only
- Arrest and Transportation – the policy is missing updates contained within Morris County Prosecutor Directive dated November 3, 2022 (Volume 2 - Chapter 9 – Fugitive Procedures and Signing Complaints)
- Search Procedures – The policy is updated and in compliance
- Evidence and Property Control – The policy is updated and in compliance
- Internal Affairs – The policy does not include updates contained Attorney General Law Enforcement Directive 2022-14 dated November 15, 2022

Note: The first policy page must include tracking change dates, page and section for all policy & procedures. The changes should be bold type which will provide the exact change(s). Add Chief & Appropriate Authority signature line and date. The entire written directive system requires review and updating. The non-mandatory policies require review to determine relevancy. If the policy or sections of a policy are not relevant, those policies or sections should be removed or updated. The random mandatory policy sampling indicates that revisions are required. The Rules and Regulations have been updated as required.

3. Rules & Regulations:

- Revised February 15, 2019
- Revised May 22, 2023
- Revised February 8, 2023

Note: Add Chief & Appropriate Authority signature line and date. The Rules and Regulations have been updated as required.

Strategic Planning

Traffic analysis, crime analysis, service call analysis, community satisfaction surveys, County Prosecutor Directives, State Attorney General Directives, training requirements, equipment requirements, development within the municipality, and development within contiguous municipalities are the inputs necessary for strategic planning. Decisions based solely on history for future planning will undoubtedly have unintended outcomes.

Effective and efficient organizational management will not be achieved without the strategic planning components (current, short range & long range). The strategic planning process develops goals & objectives which establishes priorities to ensure that the Police Chief, Police Department members, Appropriate Authority, Township Committee, and other stakeholders are focused to achieve goals that are not only developed by the Police Chief, but instead goals that have been developed with input from all the stakeholders. The difficulty is anticipating trends and how changing conditions will affect those trends. Also, as mentioned, strategic planning must not be solely based on experience, however; experience is one factor that must be considered.

Strategic planning is a dynamic process. Strategic planning is a core responsibility that the Chief Police must understand, embrace, and coordinate. Emphasis is placed on goals & objectives: development, monitoring and reporting is the responsibility of the Chief of Police.

Strategic planning within the Long Hill Township Police Department must be implemented to prepare the organization for future challenges.

Performance Measurement & Metrics

The MRI Report page 24 paragraph 4 reads as follows: *“The patrol function of traditional police organizations provides the primary policing service to the public; a call is received, and a patrol officer responds. When not responding to a call for service, patrol officers are expected to undertake preventative patrol and proactive enforcement activities. The Long Hill Police Department is now based on this traditional model.*

An alternative to the traditional model of policing is the proactive community policing model. In this model, a proactive public safety agenda is developed for the community based on input from all facets of the community of which the police are but one. The police and the community then share the responsibility to affect the agenda.” (3)

The blend of traditional and modern policing methods demonstrates to the stakeholders, the Township Committee, and the members of the Long Hill Police Department that there is a unified direction to develop and achieve specified goals. The modern community policing model is a partnership with the police department, civic organizations, religious organizations, schools, business owners, volunteer organizations and the Township Committee. The development of annual goals and objectives must include input from all the organizations within the community.

As explained in the crime analysis section of this report, performance measurement must not only be based on the number of crimes solved or the reduction of crime. Uniform Crime Reporting, for many years, was viewed as the method to evaluate performance. The statistical analysis should not be overlooked or removed. Criminal and traffic analysis coupled with community-based policing are part of the modern policing performance evaluation. *“Community policing, with its emphasis on problem solving and community restoration, significantly expands*

the police domain and demands that organizational performance be reconceptualized. It is no longer sufficient to measure organizational crime-control prowess (which we never did very well.) Now we must address crime control plus the expectations created under the rubric of community policing. The Policing Research Institute improved our capacity for “measuring what matters’ in the context of this new policing paradigm.” (4)

(Demographics/Expenses/Staffing)

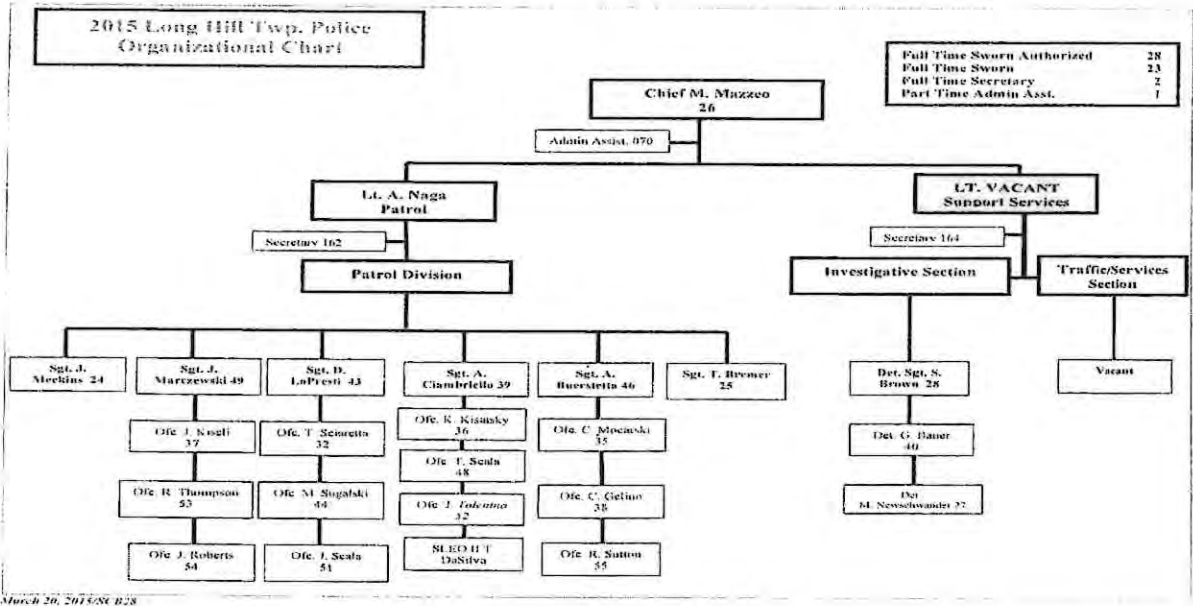
Municipality	Long Hill	Town A	Town B	Town C
Cost Per Resident	341.00	363.00	159.00	268.00
Households	2,903	2,702	9,907	2,037
Cost Per Household	958.00	1,008.00	451.00	791.00
Persons Per Household	2.97	2.91	2.73	2.93
Square Miles	12.06	12.91	24.33	18.01
Population	8,629	7,893	27,830	6,016
Median Income	143,667	200,375	160,286	219,135
Sworn Officers	24	20	39	15
Dispatch Expenses	240,382	341,961	-0-	141,000
2022 Service Calls	20,801	17,862	25,120	15,484
Marked Vehicles	9	10	20	7
Unmarked Vehicles	4	7	11	3
Training Expenses	13,214	10,000	25,333	9,000
Vehicle Repair Expenses	40,270	24,000	Not Provided	30,000
2022 Salary Budget	2,939,596	2,866,500	4,436,749	1,611,000
2022 Salary Budget Expended	2,781,040	2,723,000	4,469,780	1,611,000
2022 Overtime Budgeted	85,000	130,000	104,080	65,000
2022 Overtime Expended	77,675	120,000	119,787	75,000

Note: The Long Hill Police Budget is managed well. Over budgeting and excessive overtime is controlled. Except for Town B, the number of Long Hill service calls are significantly higher than similar Town A calls for service. Factors that could contribute to the difference are commercial development within the contiguous municipalities, housing density, commercial development, and service businesses. Residents travel from contiguous municipalities that have limited-service businesses to Long Hill for those services which increase, traffic, motor vehicle crashes and other related requests for police services.

Long Hill Police Organizational Charts

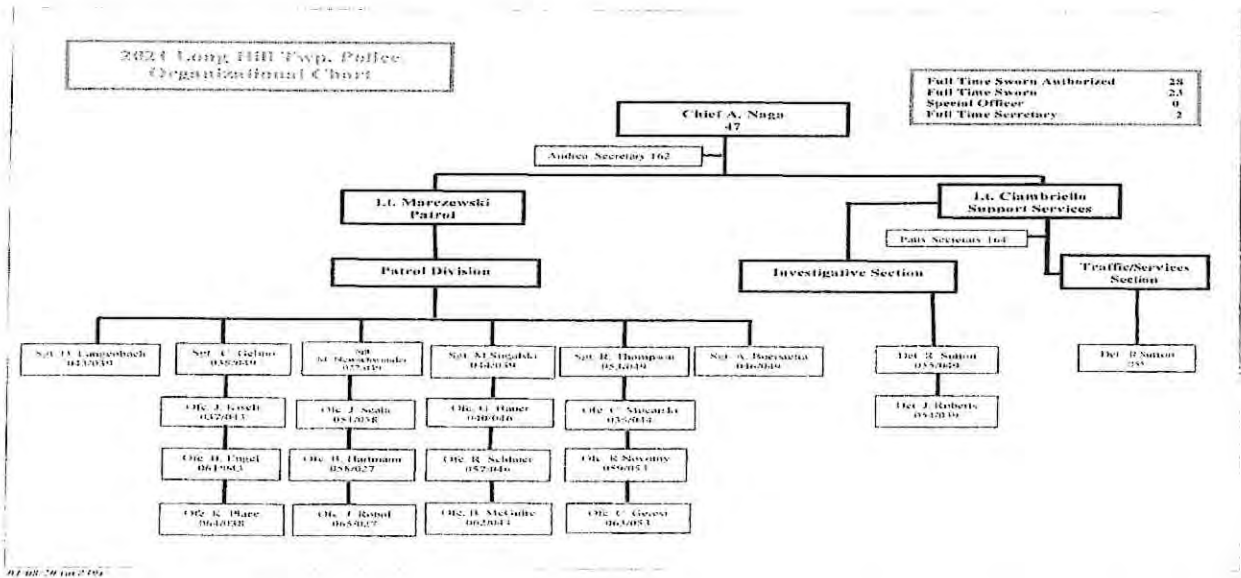
2015

Delineated Lines of Authority NOT CORRECT (personnel only – functions not listed)



2021

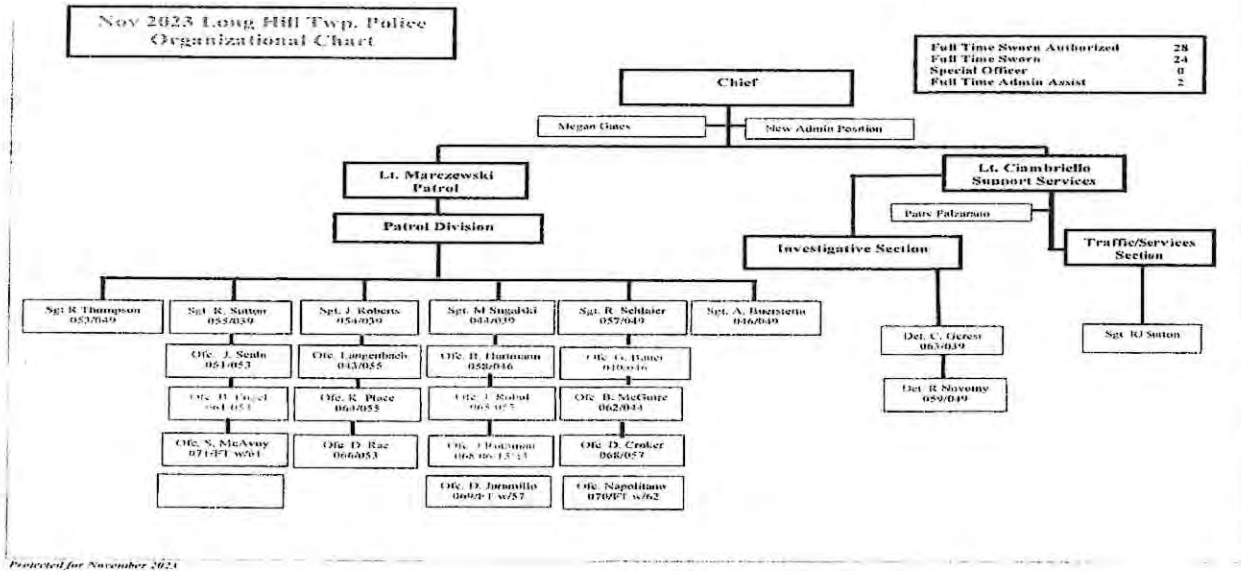
Delineated Lines of Authority NOT CORRECT (personnel only – functions not listed)



Long Hill Police Organizational Charts

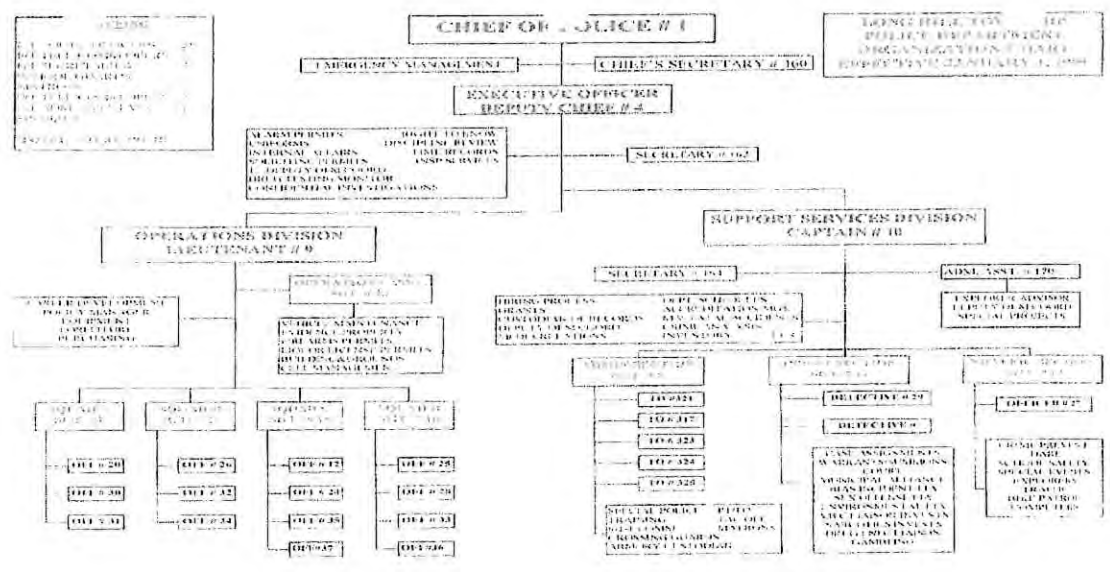
November 2023

Delineated Lines of Authority NOT CORRECT (personnel only & functions notlisted)



1999

Delineation Lines of Authority CORRECT (personnel & functions)



Facility

History

The Passaic Township Police Department was established in 1924. Police headquarters from 1924 to the early 1950's was the private home of the Chief of Police. The early 1930's to the early 1950's dispatch method was accomplished while the Chief of Police was patrolling on Long Hill Road, the Chief's wife would turn on an electric light that was in the attic of the Chief's private residence indicating there was a call. At that time the view from Long Hill Road was not obstructed by the mature trees that exist today.

In the early 1950's the Passaic Township Police Department was in the clothes closet in the old municipal building on Long Hill Road, Millington and served as the office for the Chief of Police. In the late 1950's police headquarters was relocated to Meyersville. The office that was rented was located at the corner of Meyersville Road and New Vernon Road. In the early 1960's police headquarters was relocated to the Elm Street School basement. In 1966 the Township rented several offices on Morris Street and the police headquarters was relocated from Elm Street School to the Morris Street building. Also, in 1966, the police dispatch was moved from Morris County Dispatch to the Morris Street location and fulltime dispatchers were appointed. Police communications, police dispatch, fire dispatch and first aid dispatch were serviced by the new Passaic Township Dispatch Center. In late 1976 early 1977, the building located at 264 Mercer Street which currently serves as the Long Hill Police Headquarters was purchased from the United States Government. The current facility had served as a training center for the United States Navy. The interior renovations were performed by the police department members. The Morris Street Communications Desk was relocated and reconstructed by the members of the police department. In or about June 1977, police operations were transferred from the Morris Street location to the 264 Mercer Street location.

Flooding

From 1977 to early 1990, the building did not experience flooding issues. From the mid-1990's through 2023, the flooding frequency has increased. In the early 1990's the generator located in the rear of the building on the east property line was purchased and installed. The generator is placed on a platform that is approximately six feet eight inches above the parking lot. The reason the generator was installed at a height of six feet eight inches above the parking lot is because the area where the current police headquarters building is located is within the one-hundred-year flood zone. Before the emergency generator was installed the Township Engineer was asked to provide the generator platform height that would be above the one-hundred-year flood water level. The Township Engineer marked the radio antenna pole which is located next to the existing generator platform at a height of five feet. Now, why is this important? Obviously to protect the generator from damage during a flooding situation, but more importantly, flood water at a height of five feet will spill into the first-floor windows of the police building. The first-floor windows of the police facility average in height from the ground to the windowsill from three feet seven inches (rear) to four feet (front). The temporary flood barrier height measures twenty-nine inches.

The pictures in the MRI report demonstrate what has occurred during minor flooding conditions. A major flooding condition will disrupt police operations for months and again

cost the Township more than half a million dollars. The temporary solution to waterproof the building during flooding conditions has not been tested during an actual flood. Preventing flood waters from entering the building is not a permanent solution. Relocating police operations during a flood event is not strategic planning.

Renovations

The second-floor addition was completed in 1992. In 1997, the second floor was increased when three offices were constructed on the east side of the existing building. After the recent flood, the first floor was renovated and updated. Sump pumps have been installed to reduce the accumulation of water in the building during a flooding event. However, until there is a recurrence of prior flooding experiences, the protective flooding measures installed have not been tested to demonstrate the first-floor interior will not require extensive renovations again. The addition of a “sally port” when moving arrestees from the patrol vehicle to the interior of police headquarters for processing must be part of the design for a new police facility.

Maintenance

The interior of the facility has been maintained well. After the most recent flood, the first floor was completely upgraded. The exterior of the building and grounds require maintenance. The wood borders around the stone beds at the westside and front of the building are rotted. The vinyl siding on the second-floor exterior has evidence of mold. The exterior windowsills require paint scraping and new paint applied. The garbage containers are in open view from Mercer Street and should be screened. The police patch sign on the front center of the building is faded and the paint is peeling. There are several offices with window air conditioners. The building did have a central air conditioning system.

The generator metal platform, supporting columns and stairs are rusted and require scraping and painting. Also, before a replacement generator is installed, the platform and stairs should be inspected by a structural engineer. The OIC was notified to have the generator platform and stairs inspected by a structural engineer.

Closing Facility Comments

Over the past one hundred years police headquarters has relocated from the Police Chief’s private residence (3 chiefs / 3 residential locations) to five alternate locations. Long-range planning is an integral strategic planning component. The police operation is a public safety service (365 days a year – seven days a week – 24 hours a day) that includes responses to police, fire & first aid emergencies. Starting in early 1990 and continuing to the date of this report, flooding frequency at the current police headquarters location has increased. Relocation of the police operations during a major storm is not recommended nor is it good government. The repeated costs to repair the current facility after a flooding event will continue and will increase over time. The police facility must be a planning priority.

Front view of police headquarters



Note: The 5' flood line as determined by the Township engineer in the early 1990's. The potential flood water height is 5' above the existing ground level and 1' above the building windowsills.

Nonfunctioning emergency generator and rusted platform



Note: The emergency generator platform height was specified by the Township engineer. The platform is 6' 8" above the parking lot grade which is approximately 1' 8" above the potential flood line. The platform and stairs are rusted and before installation of a replacement generator an inspection by a structural engineer is required.

Records storage shed flood line and outdated equipment storage



Note: Police records stored in this shed are at risk of destruction when there is significant flooding. The shed is not climate controlled, and records will eventually be destroyed.

Records storage shed interior



Records storage shed interior



Headquarters building records storage



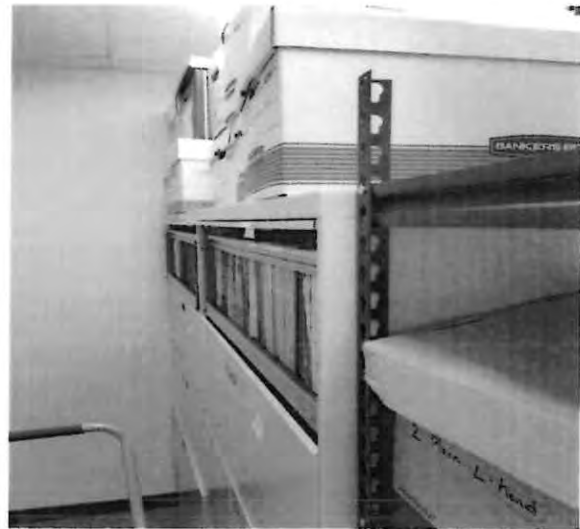
Headquarters building records storage



Headquarters records office



Headquarters records storage



Discarded outdated equipment storage shed



Discarded outdated equipment storage shed



Antenna Pole #1



Antenna Pole #2



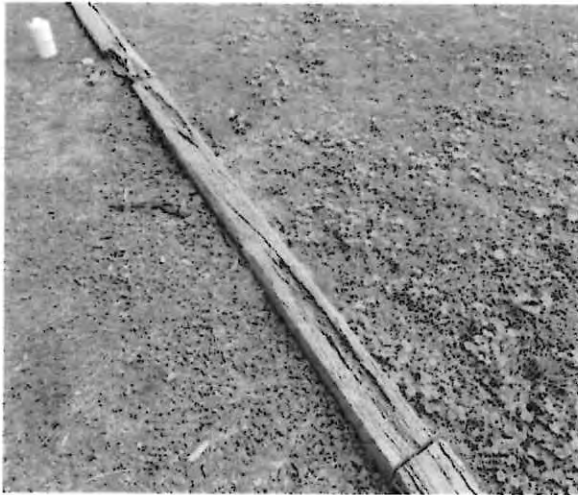
First floor rotted windowsills



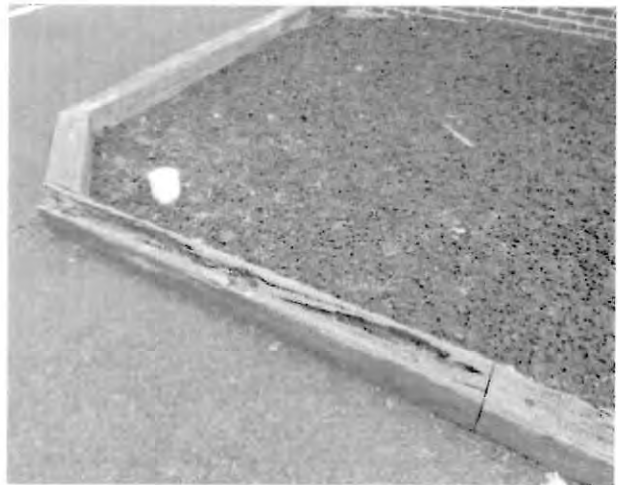
Driveway entrance from Mercer Street



Front rotted landscape border



Driveway entrance landscape border



Rear back building with exterior mold



Vehicles

Assignment - Condition - Expenses

The marked and unmarked vehicles appear well maintained. The 2022 vehicle repair expenses total \$43,016. The 2022 average annual repair expense per vehicle is approximately \$2,389.00. The annual repair expense per vehicle is an indication that vehicle replacement is very responsible. There are nine vehicles (50% of the fleet) with mileage less than 70,000 miles. The recorded mileage supports the Township Committee's commitment to providing the police department with replacement vehicles to adequately support police operations. The eighteen police vehicles are assigned as follows:

- Patrol.....8
- Patrol Sergeant..2 (unmarked)
- Traffic.....5
- Total Wreck1 (unmarked not replaced)
- OIC.....1 (unmarked)
- Lieutenant.....1 (unmarked)
- Detective.....1 (unmarked)
- Total.....19 (including the total wreck vehicle)

Vehicle Number/Mileage/Repair Expenses

Vehicle Number	Year	Make	Model	Marked	Unmarked	Mileage	Repair Cost
1	2019	Ford	Explorer	X		74869	5118.35
2	2022	Ford	Explorer	X		9941	362.02
3	2022	Ford	Explorer	X		4270	150.34
4	2020	Chevy	Tahoe		X	62578	10083.04
5	2020	Chevy	Tahoe		X	56073	7352.23
6	2019	Ford	Explorer	X		78402	8387.02
7	2021	Dodge	Charger	X		28795	1945.47
8	2021	Ford	Explorer	X		21537	1488.2
9	2021	Ford	Explorer	X		19404	577.75
1T	2013	Ford	Interceptor	X		101829	4016.8
2T	2017	Ford	Explorer	X		110551	7628.19
3T	2017	Ford	Explorer	X		75531	5634.59
6T	2013	Ford	Interceptor	X		129292	8631.19
9T	2016	Ford	Explorer	X		121055	11714.64
15	2018	Ford	Explorer		X	83395	2569.5
16	2011	Chevy	Impala		X	78121	3433.52
17	2020	Chevy	Tahoe		X	62869	1986.77
19	2020	Dodge	Durango		X	26200	1051.57

Note: The above spreadsheet is not the current vehicle tracking spreadsheet that is prepared internally. The above spreadsheet was prepared to capture information that is not listed on the current department spreadsheet. There is one additional vehicle which would increase the number of vehicles assigned to the police department that was not replaced. The vehicle was involved in a crash and a total wreck. The reason the vehicle was not replaced is because insurance paid only \$13,000.00 and the funds are not available to cover the cost for a replacement vehicle.

Maintenance – Budgeted / Expended

Year	2015	2016	2017	2018	2019	2020	2021	2022
Budgeted	45,850	48,850	45,850	45,850	45,850	40,800	40,800	43,300
Expended	34,528	37,146	38,171	28,309	35,986	33,066	41,245	43,016

Replacement

The current internal spreadsheet for tracking police vehicle information is excellent. The current spreadsheet does include repair expenses, mileage for each vehicle and delineate marked or unmarked. Decisions to replace vehicles should be fact based. Vehicle repair expenses are critical when compared to vehicle mileage. Referenced in the above chart: One vehicle with 62,578 mileage and repair expenses that total \$10,083.00 compared to another vehicle with 74,869 mileage and repair expenses that total \$5,118.00 is an excellent fact-based evaluation method to determine vehicle replacement order.

Purchases

Year	2015	2016	2017	2018	2019	2020	2021	2022
Request			84,000	84,000	84,000	100,000	120,000	150,000
Approved	42,000	42,000	84,000	84,000	94,000	100,000	100,000	147,000
Expended	39,518	75,904	82,418	107,946	117,453	92,913	113,510	113,938

Note: 2015 & 2016 requested are not available.

Auxiliary Vehicles

Three auxiliary vehicles are assigned to the police department: an old ambulance which is designated to transport barricades, cones, and signs, and two Humvee type vehicles that the OIC advised are not functioning and require repairs. The use of an old ambulance to transport traffic equipment is not reliable or practical. The use of a properly marked pick-up truck would be the appropriate vehicle for transporting traffic equipment. The use of Humvees during flooding conditions is limited for rescue operations. The Humvees do not appear to have high water protection and may be limited.

Ambulance used for traffic equipment



Humvees used during flooding events



Firearms Range Facility

The firearms range training facility was constructed in 1960. Maintenance and upkeep are apparent. The backstop requires repairs. The pavement is in good condition. The firearms training range is an asset which reduces overtime costs and provides for training programs that would not be possible at an indoor firearms training facility. Over the years the budget has supported maintenance requirements. Sound buffering research should be planned.

Firearms Range



Range Backstop Requires Repairs



Options Definitions

1. "Remain Independent" means not connected with another police department. Continue operations with the same organization oversight authority which currently is exclusively the Long Hill Township Committee. (Appropriate Authority)
2. "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. 207, c63 (C40A:65-14). (Uniform Shared Services and Consolidation Act)
3. "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. (Uniform Shared Services and Consolidation Act)

Independent Recommendations & Options Process

When deciding the options for the delivery of law enforcement services there are functions that must be included with every option that are outlined in this report.

The option selected will determine the recommendations that Long Hill Township may decide to implement. The recommendations submitted are organized as authorized by the Uniform

Shared Services and Consolidation Act. (appendix 1) Selecting any of the options, before approval, requires extensive professional research, analysis, planning and review.

Remain Independent

1. Appoint an experienced professional law enforcement executive with the credentials, factual demonstrated record for leadership, organization, policy development and succession planning experience to review the MRI recommendations and this report. The candidate selected must provide examples of successful mentoring accomplishments as detailed in the summary of this report. The candidate selected must demonstrate extensive experience developing annual goals, objectives, and reporting achievements. Samples of work products will demonstrate knowledge and experience.
2. After the recommendations have been implemented, the mentoring process must be completed for the appointment of a Chief of Police.
3. Amend the Municipal Code Chapter 2-14.2 Appropriate Authority designation from the Township Committee to the Township Administrator. The designation change will provide for a clear line of authority between the Police Chief and the elected members of the Township Committee.
4. Remove the Township Committee liaison position. The Township Committee liaison designation violates proper organizational principles. To whom does the Chief of Police report: the Appropriate Authority or the Township Committee liaison? The line of authority must be clear, or conflicts will develop.
5. Implement annual personnel evaluations to include command level officers and include the career development program as a component of the personnel evaluation process for all personnel.
6. Implement monthly staff meetings (chief, lieutenants & sergeants). An agenda and meeting minutes required.
7. Body armor grant funding and monitoring in accordance with the manufacturer's replacement scheduling must be accomplished before body armor expiration dates. The department does maintain a master list; however as of August 18, 2023, there are four body armor vests that expired. The department implemented the body armor policy & procedures (volume 2 chapter 19) which includes care, maintenance, and replacement. Again, develop policy and procedures that include all department equipment.
8. Appoint a subcommittee to identify possible locations to relocate the police facility. The current location is within the flood zone. Flooding has been an issue for over twenty years. To ensure the assigned task is completed in a timely manner, milestones must be established and provided to the subcommittee.
9. The Appropriate Authority must require monthly and yearly reports to include at a minimum:
 - Clearance rate comparisons (monthly & yearly)

- Stolen property (stolen amount and recovered amount monthly & yearly comparison amounts & percentages)
 - Overtime amount paid, accumulated compensatory time & special police amount paid (monthly & yearly comparisons). The numbers and bar graph comparison recommended.
 - Motor vehicle traffic analysis: motor stops, summonses, warnings & percentage warnings issued to summonses issued (monthly & yearly comparison)
 - Motor vehicle violations (monthly & yearly)
 - Workload analysis pie charts (examples on pages 26 & 27 of this report) for patrol, investigative & support services (monthly & yearly comparisons)
 - Training courses and hours (monthly & yearly)
 - Community policy initiatives (monthly)
 - Expended budget percentage for the current year (salary, overtime & operating)
 - Annual goals, objectives, and achievements.
10. State & National Accreditation is necessary and recommended. The Rodgers Group is recommended to review the entire written directive system for updating, compliance and provide training for superior officers to learn the process for updating, reviewing, and implementing written directives. The training must include defining the components of the written directive system, tracking and authority.
11. Prepare annual goals, objectives, and achievements. Goal establishment and achievement reporting will ensure that the police department is focused, and the Appropriate Authority is informed. Preparation of short range and long goals & objectives are the foundation for strategic planning.
12. The current community policing initiatives include Operation Good Morning, Coffee with a COP, Home Security Surveys, LEAD and Car Seat Installation. The modern policing model is necessary for annual goal development and an excellent method to evaluate police performance. In addition to the current programs, the following community policing initiatives are recommended:
- Law Enforcement Against Drugs (LEAD) – Continue drug awareness education and decision making that is presented to school children in grade 5
 - Daily School Visits - Patrol officers visit the school, walk through the building and interact with the students and faculty
 - Social Media - Instagram, Twitter and Facebook promote positive police/citizen interactions and communication

- Annual bicycle safety seminar
- Resume evening business checks (implemented March 23, 2023, 23-SO-003)
- Continue residential property checks
- Restore the Police Explorer Program
- Implement written policy for morning and afternoon patrol following school buses, checking bus stops and that crossing guards are at assigned locations.
- Expand the Crime Prevention Neighborhood Watch Program. Include meetings with the following to explain that they are the “eyes and ears” that will assist the police department:
 - ✓ Road Department personnel
 - ✓ Mail delivery personnel
 - ✓ Residents
 - ✓ Senior Citizens
 - ✓ VFW
 - ✓ ELK’S Club
 - ✓ Periodic police officer assignment walking the Main Street business district to speak with business owners about their concerns.

13. Revise the patrol work schedule. Officers assigned to a sergeant must work with that sergeant. Unity of Command: *One individual is in command of a situation and one individual only reports to one supervisor.*

14. The MRI Report does not list the total number of officers employed. The MRI Report recommends “*six additional officers to the current budget authorized strength.*” Long Hill Township Ordinance 2-14.1 authorized strength is twenty-eight officers. The 2023 budgeted authorized strength is twenty-five officers. If the Township Committee approves the MRI recommendation, the Township Committee must amend Township Ordinance 2-14.1 to an authorized strength of thirty-one officers. The MRI recommendation is to add six officers to the current budgeted number of officers (25), which is three officers more than the approved authorized strength of twenty-eight officers. The following is recommended:

- Increase the current staffing level from (25) officers to the authorized strength (28) officers
- Implement the workload analysis program recommended in this report
- Collect the workload analysis data for one year

- Analyze the workload data collected and decide if further staffing is necessary
(3) additional officers as outlined in the MRI Report

15. Organize the department staffing to include three command level officers:

- Captain (1) (add)
 - Lieutenant (2)
 - Sergeants (8) (reduced from 9 to 8) (6 patrol – 1 traffic – 1 detective)
 - Officers (17)
- Total.....(28)

16. Implement scheduling that alternates lieutenants on day and evening shifts.
17. Prepare annual command staff (lieutenant & captain) written evaluations.
18. Revise the organizational chart to correctly delineate lines of authority.
19. Continue vehicle inspection reports before patrol shifts and add the requirement for vehicle inspections after the patrol shift. (currently, patrol vehicles are inspected at the start of the shift)
20. Develop and implement one policy & procedures for department equipment, including vehicles to include purchasing, care, maintenance, inspection, and replacement.
21. Review Safe Streets to School grant funding for sidewalks, pathways, bicycle paths. traffic calming and other means to ensure the ease and safety of children walking to school.
22. Annually prepare crime analysis reports to determine staffing levels for patrol and investigative operations.
23. Emails are not policy & procedures or special orders. Follow proper written directive practices & policy as outlined in Long Hill Policy & Procedures dated August 5, 2015:
- Rules & Regulations
 - Policy & Procedures
 - Special Orders (not memorandum) (see memo dated June 24, 2018, discontinue business checks)
 - Special Memorandum (advisory or informational)
 - Inter Office Memorandum (to/from)
24. Adopt police promotion ordinance.

25. Appoint a civilian executive administrative assistant that has demonstrated law enforcement experience and accomplishments (retired, command level police officer). The administrative functions assigned to sworn commend level officers would be reassigned to the executive administrative assistant.
26. Redesign the patrol vehicles exterior markings. Currently, the patrol vehicles are "stealth" which is very difficult for the public to recognize as a police vehicle. Patrol vehicles should easily be recognized by the public. There is justification for "stealth" vehicles that would depend upon the specific police operation. Routine patrol functions do not require "stealth" police vehicles. Crime deterrence is one basis for patrol vehicles to be prominently marked.
27. Relocate records storage from the parking lot shed to the decommissioned communications center that is in the police building. The floor is raised approximately 18" and will provide improved protection during a flood event. Develop a plan to transition records from paper documents to digitize police department records.
28. The police explorer program was implemented in 1980. The program is an extension of the Boy Scouts for young adults ages 14 – 18. The program is designed to provide young adults with an understanding of law enforcement. The Police Explorer Program is one component for a successful community policing program. There were several police explorers that did become police officers and moved through the ranks:
 - (1) Chief
 - (1) Deputy Chief
 - (2) Sergeants
29. The Chief of Police must schedule staff meetings at two or three-month intervals and include the sergeants and command staff (lieutenants & captains). In advance, prepare the meeting agenda and circulate to the staff for topics. Prepare meeting minutes & circulate to the staff for comments. The final approved meeting minutes must be signed and distributed to the staff.
30. Currently, when on duty, officers are allowed to exercise and use the weight equipment at police headquarters. Policy & procedures, rules & regulations authorizing officers to exercise while on duty have not been developed and implemented. The Township must receive written verification that insurance coverage is provided. Township officials should review the policy & procedures for fitness room best practices as outlined in the MEL Safety Institute Bulletin. (appendix 2)
31. Amend the written emergency response policy that integrates police, fire & first aid to include traffic control at key intersections when staffing permits and additional officers are not required at the emergency scene.
32. Develop and maintain a traffic library to include annual traffic counts for all roadways.
33. Develop and implement written policy & procedures for following school buses, checking crossing guard posts and bus stops. The current practice is to follow school

buses, check crossing guard posts and check bus stops. However, the “practice” is not in writing.

34. As explained, all levels of the organization must comply with an established written directive system. The email reporting radio system issues (email dated December 3, 2021) should have been a special order and eventually at the annual review of special orders and memorandums determined if the special order should be cancelled, re-issued for the new year, or incorporated into written policy & procedures.
35. Implement uniform dress policy that is consistent not optional. Example: if uniform shirts are to be long sleeve, all officers working are to wear long sleeve uniform shirts.
36. Outlined within this report is the strategic planning process. Assign the responsibility to the Chief of Police to coordinate, develop, implement, and monitor a ten-year strategic plan for the Long Hill Police Department.
37. Until the Chief of Police is appointed, it is recommended that the OIC attend Township Committee meetings and answer questions from the public and Township Committee members about public safety.
38. Scheduling all command level officers (Chief, Captain & Lieutenants) to be working extra duty assignments at the same time should be avoided. During the day shift (Monday – Friday) one command level officer should be at headquarters to supervise and assist the staff members. Also, there may be emergency calls that require a command level officer. The rationale that command level officers when working extra duty assignments is a benefit because they are immediately available is not acceptable and quite frankly does not make sense. If the command level officer has the discretion to leave an assignment without replacement, why is the assignment necessary? Also, scheduling to ensure that the entire command level officers are all off at one time or scheduled for training or attending conferences must be avoided. The police department leadership must understand their role as a command level officer.
39. The vehicle tracking spreadsheet is excellent. Include three additional columns for repair expenses, mileage, and marked or unmarked.
40. Identify the type of vehicle that is designed for high water rescue. Research the military surplus vehicle that will meet the specification for high water rescue.
41. Implement procedures for the Department of Public Works to inspect the police building & grounds and schedule required repairs in a timely manner.
42. Before the replacement emergency generator is installed, the platform and stairs must be inspected by a structural engineer. The platform and stairs are rusted and after inspection must be prepared and painted properly.
43. Two utility poles located on the east side of the back parking lot have numerous antennae. If the antennae are not required, remove the antennae and poles.

44. The outdated equipment and other items located in the rear parking lot shed should be inventoried for auction or discarded.
45. Before the new emergency generator is installed a structural engineer inspection of the steel platform and stairs to determine if repairs are required and before installation of the new generator sand blasting and painting is required.
46. Repair the firearms range backstop. Research sound buffering systems.
47. Identify a partner municipality and research specific shared service opportunities for **all** municipal operations.
48. Develop and implement a policy for police department review of plans submitted to the Planning Board or Borad of Adjustment. Projects should be evaluated by the police department to provide traffic and safety recommendations.
49. Enclose the garbage containers to improve security and overall appearance.
50. Remove the mold on the exterior north side (rear parking lot) of the police building.
51. Revise the records policy to include the expungement process, security, and access.
[REDACTED]

SECURITY/PUBLIC SAFE

Joint Meeting

1. Review and compare the shared service option and the joint meeting option.
2. Select the option. (shared service or joint meeting)
3. Identify a municipal partner.
4. Prepare a timeline with process milestones.
5. Schedule public meetings to explain the Joint Meeting option.
6. Appoint a joint committee with representatives from both municipalities to identify and recommend police functions that the partner municipality and Long Hill could implement to determine if a complete transition to the Joint Meeting option would be possible. After four months, the committee will prepare a written report with recommendations to include the potential positive and negative impacts. The report will be submitted report to the governing bodies of both municipalities.
7. Request the New Jersey Department of Community Affairs to initiate a study that would include positive and negative impacts, cost benefit analysis, and estimated implementation time. (resolution to request DCA study required from both municipalities)
8. Schedule public meetings to present the New Jersey Department of Community Affairs study recommendations.

9. Township Committee decision to implement the study recommendations.
10. Develop a plan to implement the study recommendations: (30 – 60 – 90)
11. Implement the recommendations listed in this report.

Shared Service

1. Review and compare the shared service option and the joint meeting option.
2. Select the option. (shared service or joint meeting)
3. Identify a municipal partner.
4. Prepare a timeline with milestones.
5. Schedule public meetings to explain the Shared Service option.
6. Appoint a joint committee with representatives from each municipality to identify and recommend police functions that the partners could implement to determine if a complete transition to the shared service option would be possible. After four months, the committee will prepare a written report with recommendations to include the potential positive and negative impacts. The report will be submitted to the governing bodies of both municipalities.
7. Request the New Jersey Department of Community Affairs to initiate a study that would include positive and negative impacts, cost benefit analysis, functions that would be shared and estimated implementation time. (resolution to request DCA study required from both municipalities)
8. Schedule public meetings to present the New Jersey Department of Community Affairs study recommendations.
9. Township Committee decision to implement the study recommendations.
10. Develop a plan to implement study recommendations: (30 – 60 – 90)
11. Implement the recommendations listed in this report.

Note: If the Joint Meeting or Share Service option is selected the following is recommended to consider when selecting a partner municipality:

1. Similar demographics.
2. Contiguous municipalities.

3. Share the same form of government. Long Hill is the Township Committee form.
4. Remain in the County.
5. Emergency communications systems.
6. Records management systems.
7. The partner municipality's Chief of Police has demonstrated leadership and experience.
8. Historical government and police relationships.
9. Joint Insurance Fund coverage provider.
10. Vehicle repair systems and facilities.
11. Fuel systems.
12. Firearms range.
13. Police facility.

Summary

On August 9, 1924, the Passaic Township Committee approved an Ordinance to authorize the establishment of a police system and provide for the payment of the members. In 1985 the National Law Enforcement Accreditation Commission Assessed the former Passaic Township Police Department. At that time, compliance with 944 standards was required. After the assessment was completed, the Passaic Township Police Department received National Accreditation certification. The Passaic Township Police Department was the first Nationally Accredited Law Enforcement Agency in the State of New Jersey and one of only thirteen in the United States. In 1987 & 1999, this Police Department received national recognition for the "*Best Dressed Law Enforcement Agency In The United States.*"

Professional Law Enforcement Assessment for compliance with National and State standards identifies and provides the police department and Township Committee with the administrative and operational functions performed over a period of years which will assist the police department leadership and the Township Committee with factual data to support decisions related to police services, budgeting, staffing, career development, succession planning and future planning. Accreditation provides the Township Committee, Chief of Police, and the citizens assurance that the police department complies with nationally recognized professional law enforcement standards. National and State Accreditation are together integral mechanisms to ensure that law enforcement best practices are adopted, implemented, and consistently followed. Whomever the Chief of Police reports to, if the individual or body do not process demonstrated successful law enforcement leadership and management experience, they must rely on a professional law enforcement agency to ensure the police department is following National and State standards that apply to all law enforcement operations and administrative functions.

The response to emergency calls is adequate. On September 13, 2023, I spoke with Director Peoples, Morris County Communications Center, who informed me that call stacking is not a daily issue. Response to fire alarms and assistance with traffic control at key intersections to assist with the movement of fire & rescue vehicles during fire calls should be discussed with the Fire Departments. Policy should be developed for a coordinated emergency response.

Developing short-range and long-range plans for the police organization which includes staffing, service delivery, community policing, funding, facility, governance, and administration is essential for efficient and effective law enforcement performance. Therefore, the Township Committee must rely on recommendations from experienced professionals to develop plans that address the current, short-term, and long-term law enforcement services that the citizens expect and deserve.

Two of the several annual report components necessary for strategic planning are preparing goals & objectives for the new year and reporting the prior year's achievements. Goals must be specific, measurable, achievable, relevant and time bound. Understanding the purpose and importance for the preparation of goals, objectives and achievements is essential for positive outcomes. The budget is a financial plan for spending. Goals & objectives are the police department's organization plan for the new year and necessary for strategic planning. In other words, *plan your work and work your plan*. In addition to statistical analysis, annual goals are essential for comprehensive police performance evaluation.

Monthly and annual workload analysis reporting (patrol & investigative examples on pages 26 & 27 of this report) is essential to determine police department staffing levels. Developing a strategic plan requires accurate data. Workload analysis is one method to assist with deciding staffing needs. Workload analysis identifies where time is allocated. In 1987, the Passaic Township Police Department implemented the workload analysis function. Daily activity sheets were developed to capture officer time when performing specific law enforcement tasks. The functions performed for each division were identified and a computer program was developed. The current staffing levels at that time were based on the workload analysis. Also, long range staffing was based on the workload analysis program. At some point the workload analysis program was discontinued. One can only speculate that at some point staffing decisions were not based on the strategic planning method but rather some other method that the author of this report has not identified and is not familiar with. The functions listed below are the workload analysis examples:

Patrol Example

motor vehicle crashes
theft investigations
service calls
training
fire/first aid calls
arrests
domestic violence

Investigative Example

burglary
thefts
firearm permits
court
training
background checks
evidence/property - collection/destruction

criminal investigations

motor vehicle thefts

breaks

warrants/summonses

radar

breaks

community policing

general investigations

preventative patrol

driving while intoxicated arrests

At the time this report was prepared, officers were required to submit activity sheets; however, the analysis component was discontinued (the date the analysis component was discontinued is unknown). Without the analysis component, the current practice for officers to complete daily activity sheets is an exercise to collect raw data with little administrative and/or operations planning value. Accessing the Records Management System is another method to obtain and prepare workload analysis.

Chain of command, unity of command and span of control are essential for efficient and effective police organization and management. As outlined in this report, chain of command and unity command must be applicable to all levels of the police organization, including to whom the Police Chief reports. The municipality shall provide for a line of authority relating to the police function (N.J.S.A. 40A- 118). Currently, the Long Hill Township Committee is designated the Appropriate Authority (Long Hill Code Chapter 2-14.2). However, the line of authority is confusing for several reasons. Chapter 2-14.3e requires the Chief of Police to *“report at least monthly to the Administrator in such form as shall be prescribed by the Township Committee on the operation of the force during the preceding month and make other such reports as may be requested by the Township Committee.”* The procedure is confusing and inserts an additional layer of supervision between the Chief of Police and the Appropriate Authority. The designation *“Township Committee Police Liaison”* adds another layer that is inconsistent with the line of authority between the Chief of Police and the Appropriate Authority. The current line of authority between the Appropriate Authority and Chief of Police is confusing and nebulous which will not effectuate efficient and effective police operations and created communication issues and uncertainty between the Appropriate Authority and the Police Department. The recommendation listed in this report will establish a line of authority that is consistent with the principles for proper organizational structure.

Professional leadership continuity is a shared responsibility. The Appropriate Authority, Police Chief and Command Staff must recognize that professional leadership is essential for effective and efficient police operations, otherwise undesired outcomes will prevail. Leadership mentoring and succession planning are linked and therefore the Appropriate Authority, Chief of Police and Command Staff must possess the skill set to accomplish this most important goal. Mentoring and succession planning at all levels within the police department is imperative. The mentoring and succession planning process is designed to provide leadership continuity to achieve positive outcomes. Historically, the Long Hill Township Police Department’s commitment to the mentoring and succession planning process instilled pride and dedication as evidenced by receiving National Accreditation in 1985 and on two separate occasions recognized as being best dressed in the United States. Chief Howard L. Runyon was selected to serve as President of International Police Chiefs’ Association. Chief Runyon, while serving as the Passaic Township Police Chief was selected to serve as the Director of the Morris County Police and Fire Training Academy. The Passaic Township Committee and the Morris County Board of Chosen

Freeholders approved a shared services agreement to authorize Chief Runyon to also serve as the Director of the Morris County Police and Fire Academy. Passaic Township Sergeant Charles Wall was selected to serve as the Chief of Police for the Washington Township Police Department, Morris County. After serving as the Chief of Police for Washington Township, Chief Wall was appointed to serve as Chief of Police for the Virginia Beach, Virginia, Police Department. Long Hill Township Chief of Police Michael Peoples was selected to serve as the Director for the Morris County Communications Center. Chief Peoples planned, organized, and developed dispatching services for police, first aid and fire that currently full service for twenty-four of the thirty-nine Morris County municipalities. The examples cited demonstrate the Long Hill Police Department history for the career development and mentoring process.

Regulations by the Morris County Prosecutor, New Jersey Attorney General and legislation have increased law enforcement reporting and training requirements and are designed to improve law enforcement performance and accountability. However, smaller law enforcement agencies may not have the staff necessary to meet the ever-increasing compliance standards that have been and will continue to be the trend for all law enforcement agencies in the State of New Jersey.

The delivery of police services provided by the Long Hill Police Department is excellent. The police officers are well trained and my limited time with the department members has been positive. Calls for service are answered in a timely manner. Measuring quality service delivery is recommended and obtained by sending citizen satisfaction surveys. The crime rate is relatively low.

Developing positive police organizational culture is not just the responsibility of the Chief of Police. Building positive police culture involves internal and external commitments. The Chief of Police, command staff (Captain & Lieutenants), supervisors (Sergeants) and the Police Officers are the internal elements. The external elements are the Township Committee, Administrator, and the Appropriate Authority. Placing blame does not promote positive police culture. Remember, when the blame finger is pointed, stop, and look carefully at the direction of the other three fingers that are pointed back towards the person that is placing blame. Short-range and long-range planning are essential for positive outcomes. Involving the members of the police department to submit annual goals & objectives recommendations is one method but there are many to build positive organizational culture.

An integral component for successful positive outcomes is to identify the stakeholders and involve the stakeholders in the planning process. In the late 1990's the Township Committee conducted a "Future Search" which brought all the stakeholders together at Gillette School for a full day. The purpose was to identify the future needs of the police department. All the Long Hill Township departments, service providers and members of the public were involved, which provided an opportunity for the "stakeholders" to understand the short range and long-range planning required for each department and service provider.

Lieutenants Ciambriello and Marczewski are to be commended for their cooperation and assistance during the entire assessment period. Both Lieutenants are dedicated to the residents of Long Hill Township to provide the best delivery of law enforcement services. Long Hill Township PBA Local 322's cooperation during the assessment period is appreciated. Also, special thanks to Chief Gromek, Harding Township Police Department and Executive Administrative Assistant Christian Eldridge for the assistance provided with data collection. The teamwork exhibited between the Long Hill Police Department and the Harding Police Department was exemplary and model for cooperative relationships.

Cooperation and trust must be the goals of a law enforcement agency. Cooperation and trust between the Chief of Police, Appropriate Authority and Township Committee is paramount. At the same time, cooperation and trust must be established between the police department and the community. **If the Chief of Police, Appropriate Authority and Township Committee are not united and working to achieve common goals, the community will also be divided.**

References

1. MRI Report, October 2022. (report page 6)
2. National Highway Safety Administration. (report page 30)
3. MRI Report, October 2022. (report page 34)
4. National Institute of Justice. Measuring What Matters in Community Policing: Fiscal Year 1997. Solicitation. Washington, DC: U.S. Department of Justice, National Institute of Justice, 1997. (report page 35)

Appendices

1. Appendix #1 – Shared Service & Consolidation Act.
2. Appendix #2 – Joint Insurance Fund Fitness Room Best Practices.

NEW JERSEY DEPARTMENT OF
COMMUNITY AFFAIRS



SHARED SERVICES—WORKING TOGETHER

A Reference Guide to Joint Service Delivery

**New Jersey Department of Community Affairs
Division of Local Government Services
PO Box 803
Trenton, NJ 08625-0803**

April 2011

TABLE OF CONTENTS

Uniform Shared Services and Consolidation Act.....	1
General Provisions.....	1
Shared Services.....	3
Joint Meetings.....	8
Local Option Municipal Consolidation.....	14
SHARE Program Established.....	18
Voter Participation in Shared Services.....	19
Miscellaneous Provisions.....	20
Repealer.....	20
Special Note on Shared Services for Construction Code Enforcement.....	21
Shared Service Personnel Guidelines.....	22
Commonly Shared Municipal Services.....	29
General Outline for a Shared Service Feasibility Study.....	31

UNIFORM SHARED SERVICES AND CONSOLIDATION ACT
c. 63, P.L. 2007 (As amended by c. 55, P.L. 2011)

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

WHEREAS, The problem of high property taxes paid by New Jersey's residents is not easily solved, but can be ameliorated through changes to the laws designed to encourage government efficiency through shared services, regionalization, and consolidation; and

WHEREAS, The problem of political resistance remains a potent barrier to consolidation, especially since initial additional short-term costs may mask the long-term benefits of consolidation; and

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

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

WHEREAS, Providing citizens with the tools to gauge the efficiency of their local governments will help promote accountability and cost savings; now, therefore,

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

ARTICLE 1. SHARED SERVICES AND CONSOLIDATION

SUBARTICLE A. GENERAL PROVISIONS

40A:65-1 Short title.

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

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

The Legislature finds and declares:

a. Historically, many specialized statutes have been enacted to permit shared services between local units for particular purposes.

b. Other laws, permitting a variety of shared services, including interlocal services agreements, joint meetings, and consolidated and regional services, exist but have not been very effective in promoting the broad use of shared services as a technique to reduce local

expenses funded by property taxpayers.

c. It is appropriate for the Legislature to enact a new shared services statute that can be used to effectuate agreements between local units for any service or circumstance intended to reduce property taxes through the reduction of local expenses.

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

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

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

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

“Contracting local units” means local units participating in a joint meeting.

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

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

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

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

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

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

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

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

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

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

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

“Terminal leave benefit” means a single, lump sum payment, paid at termination, calculated

using the regular base salary at the time of termination.

SUBARTICLE B. SHARED SERVICES

40A:65-4 Agreements for shared services.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) the specific services to be performed by one or more of the parties as agent for any other party or parties;

(2) standards of the level, quality, and scope of performance, with assignment and allocation of responsibility for meeting those standards between or among the parties;

(3) the estimated cost of the services throughout the duration of the agreement, with allocation of those costs to the parties, in dollar amounts or by formula, including a time schedule for periodic payment of installments for those allocations. The specification may provide for the periodic modification of estimates or formulas contained therein in the light of actual experience and in accordance with procedures to be specified in the agreement;

(4) the duration of the agreement, which shall be 10 years, unless otherwise agreed upon by the parties; and

(5) the procedure for payments to be made under the contract.

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

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

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

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

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

g. In the event of any dispute as to the amount to be paid, the full amount to be paid as

provided in subsection a. of this section shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the party having received the payment shall forthwith repay the excess.

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

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

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

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

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

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

40A:65-9 Awarding of public contracts.

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

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

In the event that any authority, board, commission, district, joint meeting, or other body created by one or more local units proposes to enter into a contract under sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.), whereby that entity agrees to have performed on its behalf services, the cost of which shall equal one-half or more of the total costs of the services being performed by that entity immediately prior to the adoption of the proposed contract, then the contract shall require approval by resolution of the governing body of each local unit which created the entity or which has become a participant therein subsequent to its creation.

40A:65-11 Employment reconciliation plan included in agreement; conditions.

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

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

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

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

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

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

preparation of an employment reconciliation plan or any other action required of the department by this section.

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

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

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

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

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

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

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

SUBARTICLE C. JOINT MEETINGS

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

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

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

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

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

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

(5) 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 ubarticl 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 ubarticl, 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 ubarticl 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 ubarticl 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.

(5) 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. . The board shall also accept a combination of applications from local governing bodies, pursuant to subparagraph (b) of paragraph (1) of this subsection, and petitions from representative committees of registered voters, pursuant to this paragraph from two or more contiguous municipalities, requesting the creation of a Municipal Consolidation Study Commission; however, if each municipality submits an application from its governing body, any proposed consolidation plan shall be approved by voter referendum in each of the municipalities

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

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

29 of P.L.2007, c.63 (C.40A:65-25 through C.40A:65-29).

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

- (1) the means of selection and qualifications of study commissioners;
- (2) the timeframe for the study, which shall be no more than three years, along with key events and deadlines, including time for review of the report by State agencies, which review shall be no less than three months;
- (3) whether a preliminary report shall be issued in addition to the final report;
- (4) whether the development of a consolidation implementation plan will be a part of the study;
- (5) the means for any proposed consolidation plan to be approved; either by voter referendum, by the governing bodies, or both; and
- (6) if proposed by a representative group of voters, justification of that group's standing to serve as the community advocate for the consolidation proposal.

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

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

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

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

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

g. There shall be no more than one of either a consolidation plan study, a Municipal Consolidation Study Commission, or a joint municipal consolidation created under the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.), active in a single municipality at the same time. In the event that more than one application is filed with the board or is being considered by the governing bodies while another action affecting the same municipality or municipalities is under consideration, the board shall consider the applications and shall join any proposed creation of a joint municipal consolidation together and approve only one action as the board deems to be in the public interest. Prior to approving a single action, the board shall hold a public hearing permitting all parties to

present testimony on the merits of their action in relation to the other proposals. Once an action is approved by the board, another action from the same combination of municipalities shall not be approved for at least five years.

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

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

(5) 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 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.

SPECIAL NOTE

INTERLOCAL CONTRACTS FOR CONSTRUCTION CODE ENFORCEMENT

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

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

b. Agreement: Except as the section may add or substitute requirements, the procedures for the execution of any agreement pursuant to this section, shall be governed by the Interlocal Services Act (N.J.S.A. 40:8A-1 et seq.).

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

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

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

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

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

PERSONNEL GUIDELINES FOR SHARED SERVICES, JOINT MEETINGS, & MUNICIPAL CONSOLIDATION

In the past, Civil Service was considered a deterrent to local government consolidations because prior law (N.J.S.A. 11A:9-8) provided that when the functions of two or more political subdivisions were consolidated, and any one of the political subdivisions were operating under Title 11A at the time of the consolidation, then all other political subdivisions were deemed to have adopted Title 11A with regard to the combined functions.

However, as a result of the **Uniform Shared Services and Consolidation Act** (N.J.S.A. 40A:65-1, *et seq.*), effective April 3, 2007, local governments are now able to realize cost savings, streamline service delivery, and improve effectiveness using revised Civil Service guidelines and practices designed to encourage such efforts and enable these sharing arrangements to occur as seamlessly as possible. The Act provides for three different scenarios – SHARED SERVICES, JOINT MEETING, and CONSOLIDATION – and provides the ability for involved local government entities to find the option that is the best fit for them.

SHARED SERVICES

One jurisdiction assumes responsibility for one or more functions of two or more other local units. There is no need to establish a new entity, and the “host” jurisdiction can absorb, or not, the employees of the other participating jurisdictions.

If the “host” entity is Civil Service	If the “host” entity is not Civil Service
<ul style="list-style-type: none"> ❖ Employees in the host agency will retain all Civil Service rights and protections. ❖ If all participating jurisdictions are Civil Service jurisdictions, employees will retain their current status and title. ❖ Employees from non-Civil Service jurisdictions with more than one year of service who transfer to the host agency will be automatically “grandfathered” into permanent service in the title that best reflects the duties they are performing. This appointment will be recorded retroactively to the date of their original appointment with the non-Civil Service jurisdiction. No open competitive testing is required for placement. ❖ Employees from non-Civil Service jurisdictions who transfer with less than one year of service will be recorded as provisional pending open competitive testing and selection procedures. 	<ul style="list-style-type: none"> ❖ Employees in the host agency will not be granted any Civil Service rights or protections. ❖ Employees from other jurisdictions who had prior Civil Service status will retain those Merit System rights related to disciplinary actions and the right to challenge the “good faith” of a lay-off. ❖ If a permanent employee from a Civil Service jurisdiction is laid off prior to transferring, he or she will retain all lay-off rights. If a permanent employee is laid off subsequent to the transition to a shared service arrangement, the employee will be subject to any employment contract or provisions that exist for the host jurisdiction. ❖ Law enforcement officers will also carry with them all seniority, status, and tenure rights.

OTHER SHARED SERVICES CONSIDERATIONS:

Permanent Civil Service employees who are laid off during or after the transition to a shared services arrangement will be placed on a special reemployment list for all Civil Service employers within Morris County, including County government.

Employees who are laid off from the host jurisdiction under the shared services agreement are entitled to receive a “terminal leave payment” of not less than one month of their regular base salary at the time of termination for each five-year period of past service with the host jurisdiction. Example: an employee with ten years of past service would receive at least two months of regular base salary as a terminal leave payment.

The Public Employment Relations Commission (PERC) is authorized to provide technical advice and mediation services in order to facilitate the integration of separate collective bargaining agreements into a single agreement. PERC may also order binding arbitration in order to integrate collective bargaining agreements.

Prior to finalizing a shared services agreement that involves a Civil Service jurisdiction, an “employment reconciliation plan” must be filed with the Department of Personnel (DOP). This document must indicate whether or not the hosting jurisdiction is currently subject to Title 11A, Civil Service, and must also include a determination of the employees who will be transferred to the host jurisdiction, retained by the sending jurisdiction(s), or terminated from employment for reasons of economy or efficiency, subject to the provisions of any applicable collective bargaining agreements. DOP must review and respond to the “employment reconciliation plan” within 45 days or the plan is deemed approved. See Employment Reconciliation Plan for more details.

JOINT MEETING

Communities may jointly establish new entities which **may or may not** be under the purview of Title 11A, Civil Service. Where such an entity is comprised of Civil Service and non-Civil Service jurisdictions, the decision of whether to be part of the Civil Service system is made by the management committee of the new entity.

If the new entity is deemed to be Civil Service	If the new entity is not Civil Service
<ul style="list-style-type: none">❖ Employees with permanent Civil Service status will retain all Civil Service rights and protections.❖ If all participating jurisdictions are Civil Service jurisdictions, the joint meeting will be a Civil Service jurisdiction and	<ul style="list-style-type: none">❖ New employees hired in the entity will have no Civil Service rights or protections.❖ Employees who had prior Civil Service status will retain those Merit System rights related to disciplinary actions and

employees will retain their current status and title.

- ❖ Employees from non-Civil Service jurisdictions with more than one year of service will be automatically “grandfathered” into permanent service in the title that best reflects the duties they are performing. This appointment will be recorded retroactively to the date of their original appointment with the non-Civil Service jurisdiction. No open competitive testing is required for placement.
- ❖ Employees from non-Civil Service jurisdictions with less than one year of service will be recorded as provisional pending open competitive testing and selection procedures.

the right to challenge the “good faith” of a lay-off.

- ❖ If a permanent employee from a Civil Service jurisdiction is laid off prior to transferring, he or she will retain all lay-off rights. If a permanent employee is laid off subsequent to the transition to a shared service arrangement, the employee will be subject to any employment contract or provisions that exist for the host jurisdiction.
- ❖ Law enforcement officers will also carry with them all seniority, status, and tenure rights.

OTHER JOINT MEETING CONSIDERATIONS:

Permanent Civil Service employees who are laid off during or after the formation of a joint meeting will be placed on a special reemployment list for all Civil Service employers within Morris County, including County government.

Employees who are laid off for reasons of economy or efficiency from a participating jurisdiction or from the joint meeting are entitled to receive a “terminal leave payment” of not less than one month of their regular base salary at the time of termination for each five-year period of past service with the host jurisdiction. Example: an employee with ten years of past service would receive at least two months of regular base salary as a terminal leave payment.

When a joint meeting merges bargaining units with current collective bargaining agreements, the terms and conditions of the existing collective bargaining agreements shall continue to apply until a new collective bargaining agreement is signed.

The Public Employment Relations Commission (PERC) is authorized to provide technical advice and mediation services in order to facilitate the integration of separate collective bargaining agreements into a single agreement. PERC may also order binding arbitration in order to integrate collective bargaining agreements.

Prior to implementing a joint meeting that involves a Civil Service jurisdiction, an “employment reconciliation plan” must be filed with the Department of Personnel (DOP). This document must indicate the intended jurisdiction of DOP over the joint meeting (i.e., Civil Service or not), and must also include a determination of the employees who will be transferred to the joint meeting, retained by participating jurisdiction(s), or terminated from employment for reasons of economy or efficiency, subject to the provisions of any applicable collective bargaining agreements. DOP must review and respond to the “employment

reconciliation plan” within 45 days or the plan is deemed approved. See Employment Reconciliation Plan for more details.

CONSOLIDATION

Two or more jurisdictions consolidate all of their functions into a single jurisdiction. If any of the participating jurisdictions are subject to Title 11A, Civil Service, the voters of the participating jurisdiction(s) decide if the new jurisdiction will be under the purview of Civil Service or not.

If the new jurisdiction opts to be Civil Service	If the new jurisdiction opts to be non-Civil Service
<ul style="list-style-type: none"> ❖ Employees with permanent Civil Service status will retain all Civil Service rights and protections. ❖ The titles and status of employees from non-Civil Service jurisdictions will be determined by DOP. 	<ul style="list-style-type: none"> ❖ Employees in the new jurisdiction will not be granted any Civil Service rights or protections. ❖ Employees from other jurisdictions who had prior Civil Service status will not retain any Civil Service rights or protections.

OTHER CONSOLIDATION CONSIDERATIONS:

Once a consolidation has been approved, the Division of Local Government Services, Department of Community Affairs will create a task force of State agencies and collective bargaining representatives to facilitate the consolidation and provide technical assistance.

The Public Employment Relations Commission (PERC) is authorized to provide technical advice in order to facilitate the integration of separate collective bargaining agreements into consolidated agreements and to adjust the structure of collective bargaining units.

While not specifically required, prudent action by participating jurisdictions should include an initial determination of the employees who will be retained by the consolidated entity or terminated from employment for reasons of economy or efficiency.

EMPLOYMENT RECONCILIATION PLAN

In order to preempt personnel issues that can impede the progress of these efforts, Section 40A:65-11 of the **Uniform Shared Services and Consolidation Act** (P.L. 2007, Chapter 63) stipulates that shared services agreements or joint meetings involving one or more local units that have adopted Title 11A must include an “Employment Reconciliation Plan”. Broadly speaking, this Plan addresses impacts to the affected workforce as a whole, as well as the needs and concerns of the individual employees involved. The Plan must include:

- a. The present composition and organization of the workforce responsible for carrying out the function(s) for which a shared service or joint meeting arrangement is sought.
- b. The intended composition and organization of the restructured local unit or joint meeting entity that will exist once a shared service or joint meeting initiative has been

implemented.

- c. The specific personnel and other employment-related actions that will take place in course of transitioning to the new arrangement.

EMPLOYMENT RECONCILIATION PLAN REQUIRED CONTENT:

- ❖ Clearly indicate the Civil Service status of the “host” local unit.
 - For local units entering into a shared services agreement, the Civil Service status of impacted employees will be determined by whether or not the “host” jurisdiction is subject to Title 11A, Civil Service.
 - In the case of a joint meeting involving both Civil Service and non-Civil Service units, greater flexibility is made possible by the **Uniform Shared Services and Consolidation Act** which allows for adoption of Title 11A to be done at the discretion of the participating local units.
- ❖ Clearly indicate any bargaining units by participating jurisdiction(s).
 - For a shared services agreement or a joint meeting, PERC is authorized to provide technical advice and mediation services in order to facilitate the integration of separate collective bargaining agreements into a single agreement.
- ❖ All local units that are involved in a shared services agreement or a joint meeting must provide DOP with a complete employee roster that includes the following information:
 - First and last name of the employee
 - Social security number
 - Employee ID number
 - Current title
 - Time in current title
 - Date of hire
- ❖ The employee roster data should be obtained from each local unit’s most recent payroll run and be provided to DOP in Microsoft Excel format wherever possible. Upon receipt of this information, DOP will work with local units that are subject to Title 11A, Civil Service, to reconcile the records of all impacted employees in order to smooth the transition to a new organizational structure.
- ❖ A table of organization (i.e., organization chart) that clearly demonstrates the **current** position of each impacted employee within his/her respective local unit. These tables, one per participating municipality, must account for all impacted employees: those transferred to the new local unit, retained by an existing local unit, or laid off for reasons of economy or efficiency from a participating jurisdiction.
- ❖ A table of organization (i.e., organization chart) that clearly depicts the **proposed** position of each impacted employee in the organizational structure that is to exist upon approval of the shared services or joint meeting agreement. This table must account for all employees that will be retained by or transferred to the joint meeting or recipient unit.
- ❖ An employee determination summary identifying those employees who in the course of the transition may be a) transferred to the providing local unit or joint meeting; b) retained by the contracting local unit; or c) terminated from employment subject to the provisions of any collective bargaining agreements within the participating local units.

- ❖ For those employees to be laid off for reasons of economy or efficiency, a lay-off plan must be prepared according to the provisions of N.J.S.A. 11A:8-1 *et seq.*, and must be provided to DOP along with the Employment Reconciliation Plan. If some or all of the workforce reductions will be achieved through lay-off alternatives such as attrition or terminal leave payments, that information must also be included.

COMMONLY SHARED MUNICIPAL SERVICES

- Animal Control
 - Shelter services
 - Animal warden services
- Code Enforcement & Inspections
 - Building
 - Electrical
 - Housing
 - Plumbing & sanitary
 - Zoning Officer
- Cooperative Purchasing
 - County co-op system
 - County contract extended prices
 - Municipal or municipal-school cooperative systems
 - Commodity resale agreements
 - Purchasing from state contracts
 - Energy aggregation contracts
- Information & Technology
 - Internet access
 - Network sharing
 - Network maintenance & support
 - Community technology lab
- Library Services
 - Joint libraries
 - Reference collection sharing
 - Research facilities
- Municipal Courts
 - Joint municipal court
 - Court personnel
 - Judge
 - Prosecutor
 - Public defender
 - Court administrator
 - Court facilities
 - Video arraignment
- Personnel and Staff Sharing
 - Tax collector
 - Assessor
 - Finance officer
 - Technology positions
 - Human resources staff

- Public Health
 - Health officer
 - Public health nurses
 - Clinics & immunizations
 - Health training/blood borne pathogen testing
 - Nutrition programs

- Public Safety
 - 911 and Reverse 911
 - Dispatching & communications
 - Police patrol services
 - Training facilities & services
 - Pistol range
 - Drug/alcohol/crime prevention
 - Crisis intervention/domestic violence response
 - Fire fighting services
 - Fire prevention activities
 - Investigation services
 - Prisoner transport

- Public Works
 - Vehicle maintenance
 - Maintenance facilities
 - Buildings and grounds maintenance
 - Street paving, repair, and sweeping
 - Street sweeping
 - Equipment sharing
 - Leaf pickup and disposal
 - Bulk waste & white goods pickup
 - Fuel dispensing facilities
 - Road striping
 - Shared fuel dispensing facilities
 - Sewer, drain and catch basin maintenance

- Recreation Services
 - Recreation programs & leagues
 - Facilities and playing fields
 - Swimming pool
 - Tennis courts
 - Recreation personnel
 - Maintenance efforts

- Trash and Solid Waste Collection,
 - Trash and solid waste collection
 - Recycling
 - Marketing & disposal of recyclables
 - Bulk waste pickup

GENERAL OUTLINE FOR CONDUCTING A SHARED SERVICE FEASIBILITY STUDY

- I. DESCRIBE The existing level of service currently being provided by each study participant
- II. DESCRIBE
 - A. The cost to each participant of providing the current service level.
 - B. The organization, staffing and methods of providing the current service levels.
 - C. If the local unit does not currently provide the service, describe the costs to that unit if it were to provide the service.
- III. DESCRIBE Options for modification or improvement of current individual service efforts, including the costs and benefits of implementing the changes.
- IV. DESCRIBE
 - A. Option(s) for the joint or interlocal provision of the service.
 - B. Which local unit would act as agent or lead agency for the other participants. How the interlocal program would be organized and administered, including a table of organization.
 - C. Employee relations issues (Civil Service, contractual matters, reassignment of employees, Early Retirement Incentives, etc.)
 - D. Monitoring and evaluation criteria. Procedures for service modification and dispute resolution.
- V. DESCRIBE
 - A. The cost of providing the joint service, including implementation or transition costs, as well as the first year operating budget.
 - B. How the total cost would be allocated and paid between the lead agency and the participants. Address the disposition of current equipment or facilities used by participants to provide the service themselves.
- VI. DESCRIBE
 - A. The benefits resulting from the provision of the service on a joint or interlocal basis, i.e., decreased costs, increased levels of service, etc.
 - B. Steps and timeline for implementation and specific actions to be taken

SHARE PROGRAM

Sharing Available Resources Efficiently

The SHARE Program provided technical and financial assistance for the study or implementation of new shared service agreement, or for the coordination of shared service programs. **At this time the Program has been suspended due to the State's fiscal situation. The FY 2011 State Budget (in effect through June, 2011) does not provide any funding for shared service grants, nor does the proposed FY 2012 State budget.**



Fitness Room Best Practices

A growing trend in modern workplaces is to promote a healthy lifestyle by incorporating fitness equipment into the office environment. Statistics show that promoting healthy lifestyles can lower absenteeism rates among employees. However, exercising in the office environment does come with some risks. It is important to understand what they are and have policies and processes in place to manage the risks as much as possible. There are many choices and types of exercise equipment available, including weight benches, free weights, treadmills, punching bags, exercise balls, and more sophisticated equipment designed to exercise specific parts of the body, to name just a few. It is important to maintain a safe environment while exercising. Slips and falls, strains, sprains, scrapes, cuts, bruises, and more serious injuries are possible when using gym and weight-room equipment. The following are notable "Best Practices" for setting up and operating an exercise room in the workplace.

1. It is important to keep records of who manufactured the equipment, sold it to you, and installed it. Avoid using donated or used equipment if possible. As part of your Agreement, obtain a written proposal from the installer that specifies the type of equipment they recommend you install. Request an initial Certificate of Insurance from the installer and require the installed to update the Certificate annually.

2. The Safety Director recommends using a signed written "*Use of Gym Agreement*" that would be required for each employee using the gym and the equipment. The Agreement should include the following *at a minimum*. (*Review this Bulletin and consult with your local municipal or county attorney and include any other provisions they recommend.*) A *Sample Agreement* is attached to the Bulletin.
 - a. The employee must acknowledge that the use of the exercise room is strictly voluntary, and the facility is to be used on the *employee's own unpaid, off the job time*. And based on this requirement, any injury sustained by the employee shall not be deemed to be "work-related," or compensable.
 - b. The employee should acknowledge that the facility is "*unsupervised*."
 - c. By signing the Agreement, employees certify that they are in good physical health and do not suffer from any medical conditions that would preclude using the facility and equipment. Employees agree to notify the appropriate municipal or county governmental entity representative immediately if their medical condition changes and discontinue the equipment's use accordingly.
 - d. Employees are using the facility "at their own risk" and, by signing the Agreement, are indemnifying and holding the municipal or county governmental entity harmless from any and all liability resulting from the use of the gym area and the equipment located in the gym.
 - e. Employees are permitted to use the gym during posted hours only. They cannot allow any family member or friend to use the facility under any circumstances unless the family member or friend is employed by the same municipal or county governmental entity.
 - f. Employees will notify the appropriate municipal or county governmental entity representative immediately of any broken equipment or unsafe condition they see.

- g. Employees are required to clean the equipment after use in accordance with the posted rules and regulations for the use of the gym.
 - h. Employees certify that they have received a copy of the "Fitness/Exercise Room Policy" and that they will follow all of the provisions included in the policy.
 - i. Failure to abide by the posted "Rules and Regulations" and the provisions outlined in the "Use of Gym Agreement" shall disqualify the employee from further use of the gym.
3. Post signage in several visible locations in the facility notifying users of the following:
 - a. The facility is unsupervised.
 - b. The posted hours of operation.
 - c. Employees may only use the facility and equipment during employee's off-hours.
 - d. Use of the gym and equipment are prohibited unless the employee has signed a "Use of Gym Agreement."
 - e. Use of the facility by anyone other than employees who have signed the Agreement is prohibited.
 - f. Employees are using the facility "at their own risk" and are indemnifying and holding the municipal or county governmental entity harmless from any and all liability resulting from the use of the gym area and the equipment located in the gym.
 - g. Require everyone to report all defects immediately to a specified individual (use a title rather than a name) and instruct them to discontinue using the equipment immediately.
 - h. All employees are required to follow the guidelines established in the "Fitness/Exercise Room Policy."
 - i. Post an emergency contact number in case of a medical emergency.
4. Identify who will be responsible for the maintenance and upkeep of the facility and the equipment. Designate an individual from your staff to be responsible for maintenance or contract it out to a third party. Maintain a maintenance log and be sure to record all complaints. Require that the appropriate employee or third party service inspect and file an inspection sheet every week stating that the exercise room has been inspected and that all equipment appears to be in working order and keep copies in a logbook. In some cases, it may be necessary to lock up the facility or close off a piece of equipment until it is repaired.
5. Follow CDC Guidance for cleaning and disinfecting gym and exercise equipment.
6. An Automated External Defibrillator (AED) should be located either in the gym facility or within close proximity for easy access, with appropriate signage indicating the presence and location of the AED.
7. Take the time to meet with your local or county attorney to review the proposed opening and operation of the gym and equipment and address any concerns your attorney may have before opening the facility.

Providing employees with a facility and equipment to facilitate a healthier lifestyle is an asset to both employers and employees. However, it is important to make sure you protect your public entity and your employees in doing so.