

DELAWARE TOWNSHIP
ORDINANCE #2017-05

**AN ORDINANCE OF THE TOWNSHIP OF DELAWARE
CONCERNING THE MUNICIPAL COURT OF THE
TOWNSHIPS OF EAST AMWELL AND DELAWARE
EFFECTIVE JANUARY 1, 2017**

WHEREAS, the Township of Delaware (“Delaware”) and the Township of East Amwell (“East Amwell”) have been members of a joint municipal court known as the Municipal Court of the Townships of East Amwell and Delaware (“Joint Court”) since 1949; and

WHEREAS, Delaware and East Amwell, wish to restate the terms of their participation in the Joint Court; and

WHEREAS, a new Shared Services Agreement is required; and

WHEREAS, a new Shared Services Agreement effective January 1, 2017 is being negotiated for Delaware and East Amwell governing participation by each of the municipalities in the Joint Court; and;

WHEREAS, Delaware and East Amwell now desire to adopt this Ordinance authorizing their participation in the new Shared Services Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Delaware, County of Hunterdon, State of New Jersey as follows:

1. **Continuation of Court:** The Municipal Court of the Townships of Delaware Township and East Amwell was created in 1949 between the Townships of Delaware and the Township of East Amwell, both located in Hunterdon County, as members. It has continued in effect since that time. The current terms for the operation of the Joint Court will be set forth in a Shared Services Agreement effective January 1, 2017 between the municipalities.

2. **Name of Court:** The name of the Joint Municipal Court is the "**THE MUNICIPAL COURT OF THE TOWNSHIPS OF EAST AMWELL AND DELAWARE.**"

3. **Jurisdiction:** The jurisdiction of the Joint Court shall be coextensive with the territory of its members, the Townships of Delaware and East Amwell.

4. **Municipal Court Judge - Powers, Duties and Qualifications:** There shall be a Municipal Court Judge appointed as provided by law in the case of a joint municipal court. The Municipal Court Judge shall serve for a term of three (3) years from the date of appointment and until a successor shall be appointed and qualified. The Municipal Court Judge shall have and possess the qualifications and shall have, possess and exercise all the functions, duties, powers and jurisdiction conferred by law or ordinance. He/she shall be an attorney-at-law of the State of New Jersey. Whenever the Municipal Court Judge is unable to sit as such, he may designate any other Judge of any Municipal Court to sit for him/her temporarily and hold the Municipal Court. Any such judge shall possess all of the powers of the Municipal Court Judge. The Municipal Court Judge shall have full management authority of the judicial operations of the Court.

5. **Municipal Prosecutor** There shall be a Municipal Court Prosecutor of the Joint Court who shall prosecute all cases in the Joint Court. The Municipal Court Prosecutor shall be selected and appointed for a one (1) year term by Delaware and East Amwell. The compensation of the Municipal Prosecutor shall be determined by Delaware and East Amwell. When the Municipal Prosecutor is unable to serve at a particular court session or in particular cases, Delaware and East Amwell may appoint another attorney(s) to serve in his/her absence.

6. **Public Defender:** There shall be a Municipal Court Public Defender who shall represent those Defendants assigned by the Municipal Court Judge. The Municipal Public Defender shall be selected and appointed for a one (1) year term by Delaware and East Amwell.. The compensation of the Municipal Court Public Defender shall be determined by Delaware and East Amwell. When the Municipal Court Public Defender is unable to serve at a particular court session or in particular cases, Delaware and East Amwell may appoint another attorney(s) to serve in his/her absence.

7. **Joint Court Administrator:** There shall be an Administrator of the Joint Court who shall perform the functions and duties prescribed for the Administrator by law, by the rules applicable to Municipal Courts and by the Municipal Court Judge. The Administrator shall be appointed by Delaware and East Amwell for a term of one (1) year. The Administrator's duties shall include, but not limited to:

(a) Carrying out the rules, regulations, policies and procedures relating to the operations of the Joint Court.

(b) Interviewing and speaking to persons wishing to file criminal complaints or quasi-criminal complaints or wishing information in this regard.

(c) Receiving complaints and dispensing information relating to Joint Court matters.

(d) Maintaining the financial records of the Joint Court including, receiving and accounting for fines and costs.

(e) Attending Court; recording pleas, judgments and dispositions; arranging trial calendars; signing Court documents; preparing and issuing warrants and commitments and other Court related documents.

(f) Maintaining and classifying records and files of the Joint Court;

(g) Maintaining, forwarding, receiving and reporting such records, reports and files as required by the appropriate agencies.

(h) Carrying out such additional duties as may be required in order to fulfill the duties of Court Administrator.

8. **Deputy Municipal Court Administrator:** There may be one or more Deputy Court Administrators of the Joint Court who shall be appointed by Delaware and East Amwell provided that funds are provided for such purpose in the Joint Court budget. Deputy Municipal Court Administrators shall perform the functions assigned to them by the Municipal Court Judge and the Municipal Court Administrator.

9. **Necessary Clerical and Other Assistance:** There may be appointed Delaware and East Amwell such other necessary clerical and other assistance for the Municipal Court as is necessary for the efficient operation of the Municipal Court.

10. **Auditor:** Delaware and East Amwell shall appoint an auditor for the Joint Court who shall be a registered municipal accountant. The auditor shall serve for a term of one (1) year. The auditor shall perform a yearly audit of the Joint Court, which audit shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, *N.J.S.A. 40A:5-1, et. seq.* A copy of the completed audit shall be supplied to Delaware and East Amwell by September 1 of each year.

11. **Withdrawal by Member:** Any member of the Joint Court may withdraw at the end of a calendar year, provided, however, that the member has given the Joint Court and each member thereof six (6) months written notice of its intention to withdraw.

12. **Joint Court Liaison Committee:** There is hereby established a Joint Court Liaison Committee consisting of two (2) representatives of each member of the Joint Court as designated by the respective governing bodies. The Committee shall meet at such times and places as deemed necessary, but not less than annually, and shall be responsible for acting as liaison between the Shared Court and the governing bodies for issues related to the operation of the Joint Court. Each member shall notify the other of the names of its Committee representatives annually within 15 days of their respective governing body's reorganization meeting.

13. **Annual Budget and Appointments:** The Administrator, in consultation with the Joint Court Liaison Committee, shall prepare or have prepared a proposed budget and list of proposed professional appointments for the Joint Court which shall be submitted to the governing body of each member by November 1 of each year. The budget shall set forth an estimate of all expenses and projected revenues for the upcoming calendar year and shall be in a form that is consistent with municipal budgets. By November 30 of each year, Delaware and East Amwell shall adopt a budget and approve professional appointments. If the budget and appointments are not approved by both municipalities by that date, then a meeting or meetings shall be held between the Joint Court Liaison Committee and the Municipal Court Administrator and a budget and appointment list agreeable to both municipalities shall be submitted to each municipality by December 31.

14. **Insurance:** Insurance coverage and/or bonds shall be obtained that protect the Municipal Court and its personnel from claims against them arising out of worker's compensation, bodily injury, property damage, personal injury, or civil rights violations, defalcations by Court personnel and such other coverage as may be necessary. The coverage may be provided either through policies issued to the members and/or through separate policies issued to the Court.

15. **Contribution Requirements; Surplus or Deficit:** The members of the Joint Court shall be responsible for and contribute to the Joint Court's operating budget and expenses in accordance with the terms of the Shared Services Agreement to be negotiated between the members and made effective January 1, 2017, and any written amendments or modifications thereto agreed to by the members.

16. **Revenue:** The members of the Joint Court shall share in costs and revenues received by the Joint Court as follows:

- (a) Each participating municipality shall be entitled to a fifty percent (50%) share of the court costs and public defender fees received by the Joint Court.
- (b) All revenues received by the Municipal Court from fines and costs shall be allocated in accordance with State law and the terms hereof. Fines collected by the Joint Court shall be payable to the municipality whose cases resulted in the fines.
- (c) To the extent that financial contributions to the Joint Court by any municipality participating with the Joint Court in a Shared Court Agreement results in a surplus for the Joint Court, the surplus shall be apportioned equally between the members of the Joint Court.

17. **Court Security:** Court security is provided by the Delaware Township Police Department. Delaware and East Amwell will each be responsible for fifty percent (50%) of the cost of court security.

18. **Shared Services Act:** The governing body of the Township of Delaware is hereby authorized to enter into a Shared Services Agreement embodying the provisions of this Ordinance pursuant to the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.*, and in accordance with the terms of that Act. In the event of any discrepancy between this Ordinance and that of the Uniform Shared Services and Consolidation Act and any amendments thereto, the Act shall take precedence.

19. **Term of Agreement; Renewal:** The term of the Shared Services Agreement shall continue indefinitely until a member chooses to withdraw from the Court as provided by Paragraph 11 of this Ordinance.

20. **Authority of Court to Enter into Shared Services Agreements with Other Municipalities.** The Joint Court Liaison Committee is authorized, with the advice and consent of the Judge and Court Administrator, to negotiate the terms of a shared services agreement to provide municipal court services to other municipalities. Any such shared services agreement shall become effective only after approved by resolution of each member.

21. **Effective Date:** This Ordinance shall be effective upon passage and publication in accordance with law, and the passage of an ordinance similar to this one by the other member municipalities designated above.

ATTEST:

Charles Herman, Mayor

Jodi McKinney
Acting Township Clerk
April 3, 2017

(d) PLEASE TAKE NOTICE that the Delaware Township Committee approved the above ordinance on first reading at its Special Meeting held on April 3, 2017. It will be considered on second reading for final adoption and will have a public hearing at a Regular Meeting beginning at 7:30 p.m. on April 24, 2017 at the Delaware Township Hall, 570 Rosemont Ringoes Rd. (Rt. 604), Sergeantsville, NJ. At that time an opportunity will be given for all interested citizens to be heard.