

DELAWARE TOWNSHIP
ORDINANCE #2012-19

AN ORDINANCE OF THE TOWNSHIP OF DELAWARE,
COUNTY OF HUNTERDON AND STATE OF NEW JERSEY
AMENDING AND SUPPLEMENTING CHAPTER II
(ADMINISTRATION) SECTION 2-2 (MUNICIPAL COURT)
OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF DELAWARE. #2012-19

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 Delaware and East Amwell (“Joint Court”) since 1949; and

WHEREAS, Delaware and East Amwell wish to amend 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, 2013 has been drafted 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 Mayor and Township Committee of the Township of Delaware, County of Hunterdon, and State of New Jersey as follows:

Section 1. Chapter II (Administration) Section 2-2 – Municipal Court - of the Revised General Ordinances of the Township of Delaware shall be deleted in its entirety and replaced as follows:

2-2 MUNICIPAL COURT.

2-2.1. Continuation of Court. The Municipal Court of the Townships of Delaware and East Amwell was created in 1949 between the Township 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, 2013 between the municipalities.

2-2.2. Name of Court. The name of the Joint Municipal Court is the "THE MUNICIPAL COURT OF THE TOWNSHIPS OF DELAWARE AND EAST AMWELL."

2-2.3. Jurisdiction. The jurisdiction of the Joint Court shall be coextensive with the territory of the Townships of Delaware and East Amwell.

2-2.4. 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.

2-2.5. Municipal Prosecutor. Delaware and East Amwell each shall appoint a Municipal Court Prosecutor for a one (1) year term who may be the same person and who shall prosecute cases in the Joint Court. The compensation of any Municipal Prosecutor shall be determined by Delaware and East Amwell. When a 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.

2-2.6. Public Defender. Delaware and East Amwell each shall appoint a Municipal Court Public Defender for a one (1) year term who may be the same person and who shall represent those Defendants assigned by the Municipal Court Judge. The compensation of any Municipal Court Public Defender shall be determined by Delaware and East Amwell. When a 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.

2-2.7. 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 are 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.

2-2.8. 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.

2-2.9. Necessary Clerical and Other Assistance. There may be appointed by 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.

2-2.10. 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.

2-2.11. 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.

2-2.12. Joint Court Liaison Committee. There is hereby established a Joint Court Liaison Committee consisting of up to 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 name(s) of its Committee representative(s) annually within 15 days of their respective governing body's reorganization meeting.

2-2.13. Annual Budget. The Court Administrator, in consultation with the Joint Court Liaison Committee if necessary, shall prepare or have prepared a proposed budget for the Joint Court which shall be submitted to the governing body of each member in December of each year. The budget shall set forth an estimate of all expenses for the upcoming calendar year. If either municipality requests a change to the Municipal Court budget, then a meeting or meetings shall be held between the Joint Court Liaison Committee and the Court Administrator to resolve the differences.

2-2.14. 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.

2-2.15. 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 as follows:

- (a) The members of the Joint Court shall contribute to the overall budget and expenses of the Joint Court in the following proportions:

East Amwell:	50%
Delaware:	50% plus rent of \$2500.00
- (b) Delaware shall pay its share of the operating expenses of the Joint Court in accordance with subparagraph (a) above and shall submit to East Amwell payments of its annual financial obligation under this agreement
- (c) There shall be an annual accounting of revenues and expenses for the period ending the 31st day of the month of December each year and any surplus shall be allocated in accordance with the percentages set forth in subparagraph (a) above. In the event a deficit is anticipated, it is the responsibility of East Amwell to notify Delaware of said deficiency and demonstrate the reason therefore. Additional funds may be allocated by resolution of each member of the Joint Court, with each member contributing to the eradication of the deficit in accordance with the percentages set forth in subparagraph (a) above.
- (d) In consideration of the creation of a Shared Court between the Joint Court and Franklin Township, and based upon the financial contribution to the Joint Court to be made by Franklin Township pursuant to the Shared Court Agreement, the following salary adjustments shall be made to the existing salaries of those positions identified below which adjustments shall remain

in place for so long as the Shared Court Agreement remains in effect. If the Shared Court Agreement is terminated for any reason, the salary adjustments identified below would be automatically rescinded.

<u>Position</u>	<u>Increase to salary effective 1-1-2013</u>
Judge	\$ 8,000.00
Prosecutor	\$ 8,000.00
Court Administrator	\$10,000.00
Public Defender	\$ 1,000.00

The cost to the Joint Court of the increase in salaries identified above shall be borne equally by East Amwell and Delaware and reflected in each municipality's salary ordinance while the Shared Court Agreement with Franklin remains in effect.

2-2.16. 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.

2-2.17. 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.

2-2.18. 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.

2-2.19. Term of Agreement, Renewal. The term of the Shared Services Agreement shall be four years for the period commencing January 1, 2013 and ending December 31, 2016.

Section 2. Repealer. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of the Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Adoption. Upon adoption, this Ordinance will be incorporated into and become part of the Revised General Ordinances of the Township of Delaware.

Section 5. 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:

Roger Locandro, Mayor

Judith A. Allen, RMC
Township Clerk
December 10, 2012
Published 12/13/12

PLEASE TAKE NOTICE that the above Ordinance was adopted on first reading at a Regular Meeting of the Delaware Township Committee held on December 10, 2012. It will be considered on second reading for final adoption at a Regular Meeting to be held December 27, 2012 beginning at 8:00 p.m. at Delaware Township Hall, 570 Rosemont Ringoes Rd., Sergeantsville, NJ. At that time an opportunity will be given for all interested citizens to be heard.