

**AGREEMENT BETWEEN  
THE BOROUGH OF WOODSTOWN, THE TOWNSHIP OF MANNINGTON  
THE BOROUGH OF ELMER, THE TOWNSHIP OF QUINTON,  
AND THE TOWNSHIP OF OLDMANS TO ESTABLISH  
THE MID SALEM COUNTY MUNICIPAL COURT**

**THIS AGREEMENT** is made this sixth day of April, 2011, by and between the Borough of Woodstown, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Woodstown", the Township of Mannington, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Mannington", the Borough of Elmer, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Elmer", the Township of Quinton, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Quinton", and the Township of Oldmans, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Oldmans", which Agreement is intended to supersede and replace the Agreement between Woodstown, Mannington, Elmer, and Quinton dated March 1, 2003, which agreement established the Mid Salem County Municipal Court. The terms and conditions of the new Agreement are as follows:

1. Pursuant to the authority of *N.J.S.A. 2B:12-1, et seq.* and ordinances adopted by Woodstown, Mannington, Elmer, Quinton, and Oldmans, the municipalities shall establish a single joint court entitled "The Mid Salem County Municipal Court" hereinafter referred to as "The Mid Salem County Municipal Court".
2. The Judge of the Mid Salem County Municipal Court shall be nominated and appointed by the Governor of the State of New Jersey, with the advice and consent of the Senate of the State of New Jersey pursuant to *N.J.S.A. 2B:12-4(b)*. If for any reason the appointed judge is unable to serve or if a judge is not appointed as provided in *N.J.S.A. 2B:12-4(b)*, an acting judge may be appointed by the Assignment Judge as provided in *N.J.S.A. 2B:12-6*.
3. The Administrator, Deputy Administrator(s), Prosecutor, Public Defender and all other personnel shall be appointed by mutual agreement and duplicate resolutions by Woodstown, Mannington, Elmer, Quinton and Oldmans.
4. The Mid Salem County Municipal Court shall become effective and commence on April 1, 2011 and on that date the Municipal Court heretofore existing for Woodstown, Mannington, Elmer, and Quinton shall be abolished, and that court's functions, powers, duties, and records shall be transferred to the Mid Salem County Municipal Court established pursuant to this agreement and by the ordinances of Woodstown, Mannington, Elmer, Quinton, and Oldmans. Cases established in Oldmans Township on and after April 1, 2011 shall be prosecuted in the Mid Salem County Municipal Court established pursuant to this agreement and by the ordinances of Woodstown, Mannington, Elmer, Quinton, and Oldmans. Oldmans Township represents that it has made arrangements with Carneys Point Township to terminate its relationship for municipal court services. The transfer or other disposition of municipal court cases originating in Oldmans Township prior to April 1, 2011 shall be as agreed between Oldmans and Carneys Point.

5. Woodstown shall furnish all facilities, such as courtroom, judge's chamber, administrator's office, violations bureau, recording equipment, phones, computers, filing cabinets and furniture for the proper administration of justice in the Mid Salem County Municipal Court.
6. A Mid Salem County Municipal Court Committee shall be formed consisting of one (1) representative appointed by Woodstown, one (1) representative appointed by Mannington, one (1) representative appointed by Elmer, one (1) representative appointed by Quinton, and one (1) representative appointed by Oldmans. The Mid Salem County Municipal Court Committee shall be an advisory committee whose recommendations as to actions appropriate for the municipalities shall be transmitted to the individual municipalities for approval. The Mid Salem County Municipal Court Committee shall submit a Memorandum of Understanding for approval by the governing bodies on an annual basis.
7. Compensation for the Judge, Administrator, Deputy Administrator, Prosecutor, Public Defender and all other personnel for the Mid Salem County Municipal Court shall be fixed by mutual agreement of Woodstown, Mannington, Elmer, Quinton, and Oldmans. Woodstown shall make payment of said compensation and expenses and shall be reimbursed by Mannington, Elmer, Quinton, and Oldmans for their share of same, upon presentation of quarterly vouchers addressed to the respective municipalities. Total expenditures for compensation and expenses for each year shall be joint between the municipalities with Woodstown paying 20%, Mannington paying 19%, Elmer paying 29%, Quinton paying 12%, and Oldmans paying 20% of the total cost. In addition to this allocation of expenses, Woodstown, Mannington, Elmer, Quinton, and Oldmans agree to pay a separate annual sum (\$480) for administration and overhead expenses. This rate of sharing and separate sum shall continue until and unless changed by mutual agreement between the parties which may be approved by mutual resolutions and shall be reviewed annually.
8. All fines, costs, fees, penalties and forfeitures, including forfeitures of bail, imposed by the Mid Salem County Municipal Court, and any other funds, which are distributable to local municipalities, shall be paid over and forwarded to the Financial Officer for that municipality in which the complaint, charge, events, acts or violation arose which produced the particular fine, cost, fee, penalty, forfeiture or other funds. Distribution of such monies shall be made by the fifteenth of the month for the previous month directly to the respective municipalities along with a copy of the monthly cashbook.
9. Assignment of duties and administration of the functions of the Mid Salem County Municipal Court shall be made by the Mid Salem County Municipal Court Judge in compliance with the Rules of Court and the policies and directives of the Administrative Director of the Courts. Pursuant to R.1:30-3(a) and 1:30-4, the Mid Salem County Municipal Court Judge shall fix the hours of the court session and the court office subject to the approval of the Administrative Director of the Courts.
10. Oldmans shall furnish the Mid Salem County Municipal Court with two copies of the

municipal ordinances or the Township Code with ongoing supplements as necessary.

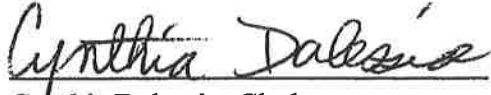
11. Said Mid Salem County Municipal Court shall continue indefinitely on a year to year basis unless terminated by either Woodstown, Mannington, Elmer, Quinton, or Oldmans adopting an ordinance prior to September 1 withdrawing its municipality from said Mid Salem County Municipal Court effective December 31 of that same year and after advance written notice to the other municipalities prior to September 1 for the termination on December 31 of that same year. In the event a municipality wants to withdraw from this Agreement then no less than three (3) months written notice shall be sent by the withdrawing municipality to the other parties listed at the end of this Agreement.
12. The provisions of this Agreement shall be subject to modification from time to time and may be amended by the parties by mutual agreement, including the passing of duplicate resolutions or ordinances when necessary by the respective municipalities.
13. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by a writing, which is signed by all of the parties.
14. If any part of this Agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.
15. This Agreement shall become effective only after:
  - a. An ordinance duly authorized by the governing bodies of the municipalities of Woodstown, Mannington, Elmer, Quinton and Oldmans have been passed and are effective authorizing the establishment of a Joint Municipal Court and the entering into of this agreement.
  - b. The filing of this agreement together with copies of the authorizing ordinances of the municipalities with the Director of the Administrative Office of the Courts and the Assignment Judge.
16. Any notices with respect to this agreement shall be sent as follows:
  - a. Donald C. Asay, Mayor – Township of Mannington 491 Route 45, Mannington, NJ, 08079
  - b. Edward C. Segrest, Councilman – Borough of Woodstown, PO Box 286, Woodstown, NJ 08098
  - c. Lewis M. Schneider, Council President – Borough of Elmer, PO Box 882, Elmer, NJ 08318
  - d. Raymond Owens, Deputy Mayor – Township of Quinton, PO Box 65, Quinton,

NJ 08072

- e. George W. Bradford, Committeeman – Township of Oldmans, PO Box 416, Pedricktown, NJ 08067
- f. Administrative Director of the Courts – c/o Assistant Director, Municipal Court Services, Hughes Justice Complex, 25 W. Market St, PO Box 037, Trenton, NJ 08625
- g. Assignment Judge – Vicinage 15, Cumberland County Courthouse, 60 W. Broad St, Bridgeton, NJ 08302
- h. Municipal Division Manager – NJ Superior Court, 19 N Broad St, Woodbury, NJ 08096.


The undersigned representatives for the Municipal parties to this Agreement do represent with their signatures that the Municipal entity for which they are an elected or appointed official has duly adopted this Agreement pursuant to a valid ordinance and resolution.

ATTEST:


  
Cynthia Dalessio, Clerk


BOROUGH OF WOODSTOWN

  
By: Richard S. Pfeffer, Mayor

  
Esther A. Mitchell, Clerk


TOWNSHIP OF MANNINGTON

  
By: Donald C. Asay, Mayor


  
Beverly S. Richards, Clerk

BOROUGH OF ELMER

  
By: Joseph Stemberger, Mayor

  
Marty R. Uzdianovics, Clerk

TOWNSHIP OF QUINTON

  
By: James N. Kates, Mayor

  
Susan Miller, Clerk

TOWNSHIP OF OLDMANS

  
By: William Miller, Mayor

**SHARED SERVICE AGREEMENT**

**BETWEEN THE SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS AND  
BOROUGH OF ELMER**

This Agreement made this day of 1<sup>st</sup> day of September 2009, between the Board of Chosen Freeholders of Salem County, New Jersey hereinafter the County and the Board of Health of Elmer hereinafter the Municipality.

Witnesseth:

WHEREAS, the parties desire to contract for the direction and provision of public health services of a technical and professional nature by the County and to the Municipality, pursuant to N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth the parties agree as follows:

1. The County shall provide duly licensed personnel to carry out within the jurisdiction of the Municipality those hereinafter specified public health activities, pursuant to New Jersey Administrative Code Title 8, Chapter 51. Said activities shall meet "Public Health Practice Standards" as prescribed by the Public Health Council of the New Jersey State Department of Health and Senior Services under the authority of N.J.S.A 26:1A-1 et seq.

2. The County shall appoint a properly licensed Health Officer and the Municipality shall appoint the duly licensed Health Officer of the County as its Health Officer. Said Health Officer shall be the enforcement agent of the Municipality for its public health and environmental health ordinances and other appropriate Sanitary Laws of this State.
3. The County shall provide the services specified herein from September 1, 2009 through August 31, 2014. The contract thereafter shall be renewed every 5 years.
4. The Municipality may withdraw from this contract by a resolution specifying its method of continuing to meet Public Health Practice Standards and in accordance with NJSA 26:3A2-1 et seq. Any such action may require a reduction in the County's workforce, and those employees shall be given their employment rights as outlined in NJSA 26:3A2-16, 17 and 18. A certified copy of such a resolution shall be submitted to the County by July 1<sup>st</sup> of any year in order to withdraw by January 1<sup>st</sup> of the following year. Failure to give notice by July 1<sup>st</sup> shall make the Municipality liable for the following year. A copy of any withdrawal resolution shall be submitted to the New Jersey State Commissioner of Health by the Municipality at least six months prior to the withdrawal date.
5. The Municipality shall exercise its power to pass, alter, or amend its health ordinances by adopting those codes, rules or regulations required to meet the Public Health Practice Standards as requested by the County Health Officer. Such ordinances shall remain in effect during the period of this contract.

6. In order to unify policy and facilitate solution of common problems, staff representatives of the Salem County Board of Chosen Freeholders and the Board of Health of the Municipality shall have a joint meeting of designated representatives on a periodic basis. Minutes of such meetings shall be taken by the County Health Department staff and shall be sent to the State Commissioner of Health and Senior Services.
7. By this Contract, the County agrees to implement, as a minimum, the Public Health Practice Standards as prescribed by the Public Health Council of the New Jersey State Department of Health and Senior Services and as required by the "Local Health Services Act".
8. Any changes, deletions, or additions in Public Health Practice Standards activities made by the Public Health Council pursuant to the "Local Health Services Act" will be adhered to.
9. Health nuisance and other appropriate complaints may be received by the Municipality for referral to the County. Health nuisance and other appropriate complaints otherwise directed shall be investigated by the County.
10. The Contract is uniform and affects each Municipality in Salem County equally. The costs for the services to be rendered under this contract on behalf of each Municipality individually and all of the municipalities within the County collectively, shall be borne by the County as part of its general budget pursuant to 40:8A et seq. It is further agreed that the County shall be the applicant and recipient of any state health aid, or public health



priority funding or similar grants to which any and all municipalities with the County have entitlement.

11. This Contract shall be subject to the approval of the State Commissioner of Health.

12. This Contract to be approved by the adoption of a resolution by the contracting Municipality and by resolution of the Salem County Board of Chosen Freeholders pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

13. Any party performing a service under this contract is the general agent of any party or parties on whose behalf such service is performed pursuant to this contract, and such agent party shall have full powers of performance and maintenance of the services contracted for and full powers to undertake any ancillary operation reasonable necessary or convenient to carry out its duties, including all powers of enforcement and administrative regulation which are or may be exercised by the party on whose behalf it acts pursuant to the contract, except as such powers are limited by the terms of this contract 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 agency party unless such part or share is provided for in this contract or in an amendment thereto which shall have been satisfied by the parties hereto in the manner provided in N.J.S.A. 40A:65-1 et seq. for entering into a contract.

IN WITNESS THEREOF, the Board of Chosen Freeholders of the County of Salem has caused this instrument to be signed by its Director, attested by its Clerk and its corporate seal to be hereunto affixed pursuant to a Resolution who has caused its proper officers to execute the same, the day and year first above written, after adoption of a resolution as hereinabove set forth.

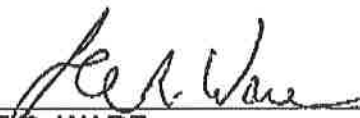
ATTEST:

COUNTY OF SALEM

  
\_\_\_\_\_  
EARL R. GAGE

Clerk of the Board/Administrator

BY:

  
\_\_\_\_\_  
LEE R. WARE

Freeholder Director

ATTEST:

MUNICIPALITY

  
\_\_\_\_\_  
Secretary

BY:

  
\_\_\_\_\_  
JOSEPH P. STEMBERGER

Mayor

**BOROUGH OF ELMER  
SALEM COUNTY, NEW JERSEY**

**ORDINANCE 2009-12**

**Title: AN ORDINANCE AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE  
BOROUGH OF ELMER AND THE SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS FOR  
BOARD OF HEALTH SERVICES**

**Date of Introduction: July 15, 2009**

**Anticipated Date of Adoption: August 12, 2009**

**Contents:**  
Ordinance  
First Resolution  
Notice of Introduction  
Final Resolution  
Notice of Adoption

**ORDINANCE 2009-12**

**AN ORDINANCE AUTHORIZING AN INTER-LOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF ELMER AND THE SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS FOR BOARD OF HEALTH SERVICES**

WHEREAS, the Borough of Elmer and the Salem County Board of Chosen Freeholders desire to enter into an inter-local services agreement whereby the Salem County Board of Chosen Freeholders will supply Department of Health Services to the Borough of Elmer; and

WHEREAS, the members of the Borough Council of the Borough of Elmer have determined that it would be in the best interest of the citizens of the Borough if the Borough entered into an agreement as aforesaid,

NOW, THEREFORE, BE IT ORDAINED by the members of the Borough Council of the Borough of Elmer as follows:

1. The Mayor of the Borough of Elmer is hereby authorized to enter into an agreement with the Salem County Board of Chosen Freeholders for Department of Health services.
2. A copy of said agreement shall be filed with the Clerk of the Borough of Elmer and the Clerk of the Salem County Board of Chosen Freeholders and be open to public inspection at the Elmer Borough Hall and the office of the Salem County Board of Chosen Freeholders after the introduction of this Ordinance.
3. This Ordinance shall take effect after final adoption and publication according to law, and after the valid adoption of a similar resolution by the Salem County Board of Chosen Freeholders, at which time the Mayor and Clerk are authorized to sign said agreement on behalf of the Borough of Elmer.
4. If any section or provision of this Ordinance shall be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any part thereof.
5. All Ordinances, or parts of Ordinances, heretofore adopted that are inconsistent with the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
6. This Ordinance shall be effective upon its final passage, adoption and publication in the

manner prescribed by law.

ADOPTED: August 12, 2009

Approved by Mayor on  
August 12, 2009



Beverly S. Richards, Clerk



Joseph P. Stemberger, Mayor

ROLL CALL VOTE as follows:

	<u>MOTION</u>	<u>SECOND</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
Schneider	—	—	—	—	—	—
Davis	—	—	—	—	—	—
Long	—	—	✓	—	—	—
Nolan	—	—	✓	—	—	—
Schalick	—	—	✓	—	—	—
Zee	✓	—	✓	—	—	—



Approved as to Form and Legality

Date Adopted

Committee

November 4, 2009

Health

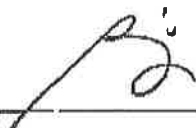
**RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND CLERK OF THE BOARD OF CHOSEN FREEHOLDERS FOR THE COUNTY OF SALEM TO SIGN THE 2009 SHARED SERVICES AGREEMENT FOR LOCAL MUNICIPALITIES**

WHEREAS, the New Jersey Legislature declares that the policy of this State is to assure the provision of a modern and manageable array of public health services to all citizens of the State and to encourage the efficient delivery of such services by areawide health departments where such arrangements are needed to enable Municipalities to meet "Public Health Practice Standards" as determined by the Public Health Council, and

WHEREAS, the Salem County Freeholders and the Municipalities desire to contract for the direction and provision of public health services of a technical and professional nature by the County of Salem and the below listed Municipalities, pursuant to N.J.S.A 26:3A2-1 et seq. and N.J.S.A. 40A:65-1 et seq.

**Borough of Elmer**

NOW THEREFORE, BE IT RESOLVED, that Lee R. Ware, Freeholder Director, and Earl R. Gage, Clerk of the Board/Administrator, are hereby authorized to sign and execute the attached agreements.

  
 Bruce L. Bobbitt  
 Health Committee

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Board of Chosen Freeholders at their regular meeting held on

4<sup>th</sup>                      November                      2009  
 Day                      Month                      Year

  
 Earl R. Gage  
 Clerk of the Board/Administrator

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
B. Timberman	/						J. Acton	/					
D. Lindenmuth	/						D. Cross				/		
B. Bobbitt	/				/		L. Ware	/					
J. Hogan	/					/							

X - Indicates Vote

N.V. - Not Voting

Res. - Resolution Moved

Sec. - Resolution Seconded