

Mayor Elwell called the January 1, 2020 township committee meeting to order.

- Clerk Agenda/Action Items

RESOLUTION (2020-09)
RESOLUTION TO APPOINT FUND COMMISSIONER FOR MUNICIPAL
JOINT INSURANCE FUND

WHEREAS, the Township of Elsinboro is a member of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, hereinafter referred to as the FUND; and

WHEREAS, the Bylaws for the FUND require that each Municipality appoint a member of the governing body or a municipal employee to serve as Fund Commissioner; and

WHEREAS, the Township Committee of Township of Elsinboro recommends the appointment of Douglas Hogate to serve as Fund Commissioner in accordance with the FUND Bylaws; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Township of Elsinboro that it does hereby appoint Douglas Hogate as Fund Commissioner to the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.

Motion McAllister Second Hogate 3 RCV Ayes

RESOLUTION (2020-10)
RESOLUTION TO APPOINT ALTERNATE FUND COMMISSIONER FOR
MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Township of Elsinboro is a member of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, hereinafter referred to as the FUND; and

WHEREAS, the Bylaws for the FUND require that in the manner generally prescribed by law, each Member shall be permitted to appoint an Alternate Fund Commissioner to the fund. The Alternate Fund Commissioner shall be either a member of the local unit's governing body or one of its employees and shall represent the Member in the absence of the Fund Commissioner; and

WHEREAS, N.J.A.C 11:15-2.6 states that an Alternate Fund Commissioner who is a member of the appointing local unit's governing body, shall hold office for two years or for the remainder of his/her term of office as a member of the local unit's governing body, whichever shall be less; and

WHEREAS, N.J.A.C 11:15-2.6 states that an Alternate Fund Commissioner who is an employee of the appointing Member shall hold office at the pleasure of the Member and can be removed by the Member at any time without cause; and

WHEREAS, the Township Committee of Township of Elsinboro recommends the appointment of Joseph McAllister to serve as Alternate Fund Commissioner in accordance with the FUND Bylaws; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Township of Elsinboro that it does hereby appoint Joseph McAllister as Alternate Fund Commissioner to the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.

Motion McAllister Second Hogate 3 RCV Ayes

**RESOLUTION
RISK MANAGEMENT CONSULTANT
GLOUCESTER, SALEM, CUMBERLAND COUNTIES
MUNICIPAL JOINT INSURANCE FUND
2020-11**

WHEREAS, the Governing Body of Elsinboro Township is a member of the **Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund**, a self insurance pooling fund, and;

WHEREAS, the Bylaws of said Fund require that each municipality appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws and;

WHEREAS, the Bylaws indicate a fee **Not To Exceed** six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the governing body and;

WHEREAS, NJSA 40A:11-5 (1) (m), specifically exempts the hiring of insurance consultants from competitive bidding as an extraordinary unspecifiable service; and

WHEREAS, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant are clearly an extraordinary unspecifiable service which therefore render competitive bidding impractical;

NOW THEREFORE, be it resolved that the governing body of Elsinboro Township does hereby appoint Young Insurance Co. as its Risk Management Consultant in accordance with 40A:11-5 and;

BE IT FURTHER RESOLVED that the governing body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJSA 40A:11-5 (1), (a), (i).

Motion McAllister Second Hogate 3 RCV Ayes

**RESOLUTION FOR THE OFFICE OF THE TAX COLLECTOR
FOR THE YEAR 2020
RESOLUTION (2020 - 12)**

WHEREAS, the Township of Elsinboro is able to set policies and procedures for the office of the Tax Collector that allows for the best fiscal interest of the municipality,

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector, is hereby authorized and directed to the following:

1. Interest on taxes shall be 8% on the first \$1,500 of the delinquency and 18% on all subsequent delinquency until the account is paid in full. All accounts have a 10 day grace period during each quarter when taxes are due.
2. No year end penalty will be charged to any accounts that have a \$10,000 or more balance on 12/31/2020.
3. A tax sale of all delinquent accounts for the 2018 Municipal Taxes will be held no later than March 30, 2020.
4. Delinquent tax accounts in the amount of +/- \$5.00 may, at the discretion of the tax collector be canceled prior to the tax sale.
5. Return checks for insufficient funds will be assessed the return check charge of \$20.00
6. Any payments for the redemption of Tax Sale Certificates must be submitted via certified funds (cash, money order, or certified checks).
7. Certificates of Redemption shall be issued for a fee of \$25.00.

Motion McAllister Second Hogate 3 RCV Ayes

**RESOLUTION (2020-13)
RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH AND
BETWEEN MANNINGTON TOWNSHIP, LOWER ALLOWAYS CREEK TOWNSHIP,
EL SINBORO TOWNSHIP AND OLDMANS TOWNSHIP FOR TRASH COLLECTION
AND RECYCLING SERVICES IN 2020**

WHEREAS, the Township of Lower Alloways, Elsinboro, Mannington and Oldmans Townships desire to enter into an agreement relating to joint trash collection and recycling; and

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

WHEREAS, the three Townships have agreed the terms, conditions and scheduling to be memorialized within the Shared Services Agreement for Trash and Recycling Services in 2020.

WHEREAS, it is deemed to be in the public interest and advantage of the citizens of the said Townships that an Agreement be entered into for such purposes.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Elsinboro Township that the Mayor and Clerk are hereby authorized to execute a "Shared Services Agreement Between the Township of Lower Alloways Creek, the Township of Elsinboro, Oldmans Township and the Township of Mannington for Recycling of Solid Waste and Joint Trash Collection Services" with the following cost sharing agreement;

	Total	Quarterly
Elsinboro Township	\$ 81,129.00	\$20,282.25
LAC	\$102,700.00	\$25,675.00
Mannington	\$ 69,076.00	\$17,269.00
Oldmans	\$ 89,129.00	\$22,282.25

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

Motion McAllister Second Hogate 3 RCV Ayes

**RESOLUTION (2020-14)
RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT FOR
POLICE SERVICES BETWEEN THE
TOWNSHIPS OF ELSINBORO AND LOWER ALLOWAYS CREEK**

WHEREAS, the Townships of Elsinboro and Lower Alloways Creek do currently have a Shared Services Agreement for police services which ended December 31st, 2019; and

WHEREAS, the Townships of Elsinboro and Lower Alloways Creek desire to enter into a Shared Services Agreement relating to Police Services through December 31, 2022 ; and

WHEREAS, Shared Services Agreements between municipalities are permissible and encouraged by the Shared Services Act, N.J.S.A. 40:8A-6.; and

WHEREAS, it is deemed to be in the public interest and advantage of the residents of both Townships that an Agreement for such services to exist; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Elsinboro that a Shared Services Agreement between Elsinboro Township and Lower Alloways Creek Township with regard to police services is hereby authorized by the Township Committee of the Township of Elsinboro and be attached hereto; and

BE IT FURTHER RESOLVED that the Township of Elsinboro shall forward to Lower Alloways Creek Township as provided in the agreement, payments, in the total amount of \$325,809.00 for the length of the three- year contract, which begins January 1, 2020 and shall expire on December 31, 2022 if not succeeded by any further agreement.

Motion McAllister Second Hogate 3 RCV Ayes

**SALEM COUNTY, NEW JERSEY
RESOLUTION 2020-15
RESOLUTION APPROVING THE AGREEMENT FOR OMNI RECYCLING**

WHEREAS, Elsinboro Township has a need for a Recycling Receiving Center; and

WHEREAS, the Township Committee of the Township of Elsinboro has approved the agreement for Omni Recycling Services to receive Elsinboro Township Recyclables; and

See Attached;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Elsinboro, that this takes effect on January 1, 2020; and

Motion McAllister Second Hogate 3 RCV Ayes

Mayor Addressed public

Reports to be made part of the minutes Police and Construction

Open to Public Comment

Mr. Grant asked if we could stop recycling Mayor Elwell said he would defer the question to the Solicitor. Mr. Grant also asked about people manually removing driftwood and what regulations there are. He was referred to the DEP guidance he had previously received.

Date of Next Meeting: February 3, 2020

Motion for Adjournment at 11:38 am by McAllister, Second Hogate, 3 RCV Aye