

MEETING AT MUNICIPAL BUILDING, 9508 SECOND AVENUE
PRELIMINARY AGENDA FOR COUNCILMEMBERS
SUBJECT TO CHANGE

AGENDA		Regular Meeting
<u>MONDAY</u>	November 18, 2013	4:30 PM

OLD BUSINESS

NEW BUSINESS:

Resolution – Refund Duplicate Tax Payment (1) Lane

Resolution – Shared Services – Avalon Dispatch (2) Carusi

Motion: Retire ID # of Public Works Employee – Jack Gryning

Started with the Borough 2/29/88 US Army Veteran 1969 to 1972

Honorable Discharge (3) Kramar

DISCUSSION

BUDGET – O & E and CAPITAL – (4) Mastrangelo

Resolution – Closed Session – Personnel (5) Mastrangelo

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

(1)

REFUND DUPLICATE TAX PAYMENT

WHEREAS, duplicate tax payments were received by Hudson City Savings Bank and Shore Title Agency, Inc. for the 4th quarter tax installment on Block 110.03, Lot 39, A.K.A. 240 111th Street; and

WHEREAS, Shore Title Agency, Inc. requested a refund be issued to them,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stone Harbor, in the County of Cape May and State of New Jersey that a refund check in the amount of \$1,082.69 be issued to Shore Title Agency, Inc. % Theresa Grasso, Office Manager, 2699 Dune Drive, Avalon NJ 08202; and

BE IT FURTHER RESOLVED that the Tax Collector make the proper adjustment in her records.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

.....

Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(2)

RESOLUTION

A RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED SERVICES FOR ALL EMERGENCY AND NON EMERGENCY DISPATCH CALLS FOR THE MUNICIPALITIES OF THE BOROUGH OF STONE HARBOR AND THE BOROUGH OF AVALON

WHEREAS, the Uniform Shared Services and Condominium Act, N.J.S.A. 40A:65-1, et. seq. provides in part that two or more municipalities may enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Borough of Stone Harbor and the Borough of Avalon have negotiated and agreed upon the terms and conditions of such an Agreement; and

WHEREAS, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which Agreement is entitled "Shared Services Agreement for Dispatch Services"; and

WHEREAS, being of the opinion that entry into the Agreement will be beneficial to the residents of and visitors to the Borough of Stone Harbor, the Borough Council of the Borough of Stone Harbor is desirous of ratifying this agreement and authorizing its execution.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor that the Agreement entitled "Shared Services Agreement for Dispatch Services" be and hereby is ratified.

1. All of the statements of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.

2. The Mayor and Borough Clerk be and hereby are duly authorized, empowered and directed to execute this Agreement with the Borough of Avalon for the shared emergency and non emergency dispatch services.

I, Suzanne Stanford, RMC, Municipal Clerk of the Borough of Stone Harbor, does hereby certify that the foregoing resolution was duly adopted in a Regular Meeting of the Borough of Stone Harbor, held this 18th day of November, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of November, 2013.

Suzanne Stanford, RMC, Municipal Clerk

Suzanne Walters, Mayor

Approved: _____, 2013

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

.....
Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor

BOROUGH OF AVALON AND BOROUGH OF STONE HARBOR

SHARED SERVICES AGREEMENT FOR
DISPATCH SERVICES

THIS AGREEMENT is made this day of , 2013, by and between:

THE BOROUGH OF AVALON, a municipal corporation located in the County of Cape May, State of New Jersey, with its principal office located at 3100 Dune Drive, Avalon, New Jersey, 08202 (hereinafter "Avalon"), and

THE BOROUGH OF STONE HARBOR, a municipal corporation located in the County of Cape May, State of New Jersey with its principal office located at 9508 Second Avenue, Stone Harbor, New Jersey, 08247 (hereinafter "Stone Harbor").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any shared service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Stone Harbor has determined, that for reasons of efficiency and economy, eliminating the provision of dispatch services and procuring said services from the Avalon is prudent and fiscally sound; and

WHEREAS, the Stone Harbor is in need of dispatch services to ensure public safety; and

WHEREAS, in order to provide Stone Harbor with the levels of services that it is entitled to receive under the terms of this Agreement, Stone Harbor acknowledges that Avalon may enter into a separate Shared Services Agreement with the County of Cape May relative to the provision of certain dispatch services referenced herein; and

WHEREAS, the Avalon has agreed to furnish to the Stone Harbor the services of its Dispatch Department pursuant to N.J.S.A. 40A:65-1 *et. seq.*; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Avalon and the Stone Harbor (collectively "the Parties") have negotiated this Agreement for the provision of the dispatch services for their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A and B respectively;

NOW THEREFORE, it is understood and agreed as follows:

1. **PREAMBLE.** All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if fully set forth.

2. **CONTROLLING LAW.** This Agreement is governed by the provisions of N.J.S.A. 40A:65-1 *et. seq.*, the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.

3. **TERM OF AGREEMENT.** This Agreement shall take effect on January 1, 2014 (the "Effective Date"). This Agreement shall run through, December 31, 2016 unless sooner terminated or extended as provided below.

4. **SCOPE OF AGREEMENT.** Commencing January 1, 2014 Avalon shall furnish Stone Harbor all of the services of its dispatchers as is necessary for Stone Harbor to carry out and perform within its territorial jurisdiction all of its duties that relate to the provision of all emergency and non-emergency dispatch services including by way of example, but not by way of the handling of, Police emergency calls, Police non-emergency calls, Fire emergency calls, Fire non-emergency calls and Emergency Medical Services ("EMS") calls. Except as otherwise provided for herein, All Emergency and Non-Emergency Dispatch Services shall be accomplished through Avalon's Communications Center located at the Borough of Avalon Public Safety Building at 3000 Dune Drive, Avalon, New Jersey. Avalon shall be required to employ certified/trained 911 dispatchers in its Communications Center to provide the services to the Stone Harbor set forth above. The service shall be provided twenty-four (24) hours a day, so long as this Agreement and any extension thereof is in effect. Avalon reserves the right to determine the level of staffing necessary to accomplish its responsibilities under this Agreement. The dispatchers performing the service set forth herein shall be under the control and direction of the Avalon at all times.

The services to be provided by Avalon shall be that of public safety answer and dispatch services for fire, medical emergency, rescue and police within the Borough of Stone Harbor. Such services shall be rendered consistent with the current 911 Plan as the same may be modified during the term of this Agreement. In the event of a discrepancy between this agreement and the 911 Plan, the 911 Plan shall govern and this agreement shall be deemed amended accordingly, provided that such change does not materially affect the scope of services to be provided by Avalon. In the event of a 911 Plan modification, all notifications shall be addressed to the Avalon Police Department, Police Administration and the Office of the Chief of Police for review and general order issuance.

It is expected that said duties will be performed by employees of the Avalon in a manner consistent with the level and quality that is consistent with the Rules and Regulations including Quality Standards, and Standard Operating Procedures for Dispatchers as developed by Avalon, and attached hereto as Exhibit C.

It is acknowledged by the Stone Harbor that the Avalon may enter into a separate Shared Services Agreement with the County of Cape May regarding Emergency and Non-Emergency Fire Dispatch Services as well as Emergency Medical Service Dispatch Services. This separate Agreement is meant to address and satisfy Stone Harbor's concerns regarding the provision of

Fire Emergency and Non-Emergency, as well as Emergency Medical Service Calls during the non-summer months (approximately September 15 through May 15).

5. **SALARY AND BENEFITS.** All individuals who are employed by Avalon in the Avalon Communications Center and any other individuals who are employed by Avalon and who may perform services for Stone Harbor pursuant to this Agreement shall be deemed to be only Avalon employees. As to all such individuals, only Avalon shall be responsible for payment of salary, the maintenance of employee benefits and worker's compensation insurance. Nothing in this Agreement shall be interpreted as forming an employer-employee relationship between Stone Harbor and Avalon's officials and employees who perform services for Stone Harbor pursuant to this Agreement.

6. **COMPENSATION.** Stone Harbor shall pay to Avalon an annual sum according to the schedule below:

YEAR 1	2014	\$275,000.00
YEAR 2	2015	\$280,500.00
YEAR 3	2016	\$286,110.00

The specified compensation for the Avalon furnishing the services referred to in this Agreement, shall be payable as follows: payments shall be made in equal quarterly installments every February 1, May 1, August 1 and November 1 during the term of this Agreement.

The above payment schedule is based upon approximately 2% increase each year. In the event there is an extraordinary change in the projected costs of benefits/health care or there is an unanticipated need for communication technology improvement or repair, the Avalon reserves the right to re-open this agreement and renegotiate the above schedule to make it commensurate with the increases.

7. **EQUIPMENT.** Stone Harbor shall donate its Ergonomic Console to Avalon, upon entering into this Agreement. Said equipment shall become the property of the Avalon and the Avalon shall take full responsibility for the maintenance and upkeep of said equipment. The Stone Harbor shall be responsible for all costs associated with all of its telephone numbers and telephone lines related to emergency and non emergency services.

8. **MUNICIPAL OFFICE LOCATION.** The Stone Harbor shall maintain an office in the Borough of Avalon Public Safety Building at 3000 Dune Drive, Avalon, New Jersey. All inspection records and business dealings, related to emergency and non emergency dispatch services, pertaining to the Stone Harbor shall be maintained and conducted at said location.

9. **MUTUAL COOPERATION BETWEEN THE PARTIES.** Avalon and Stone Harbor shall utilize their best efforts to anticipate and deal with problems or difficulties which arise during the term of the contract. To accomplish this, each party will be required to identify three (3) representatives with appropriate knowledge of the dispatching services or need thereof, to be provided by Avalon. Each party shall also name alternate representatives in the event that the primary designees are not available. The representatives shall meet as often as necessary to

assure that the dispatching services are being provided in an effective and efficient manner. On or about the 1st of January, each year, Stone Harbor and Avalon will send reciprocal letters of notification which designate the primary and secondary representatives with authority to make day to day operational decisions for effective and efficient dispatching services.

10. **INSURANCE MAINTENANCE.** The parties mentioned herein agree to submit a copy of this Shared Services Agreement to their respective insurance carriers prior to the execution of same. The parties agree that during the term of this agreement they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this Agreement. Each party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of services contemplated by this Agreement.

11. **MAINTENANCE OF RECORDS.** The Dispatch Department pursuant to this Agreement shall maintain records of all call logs and activities conducted within the Stone Harbor Municipality as may be required by and in accordance with the Laws of the State of New Jersey. Each party shall maintain its own Computer Aided Dispatch (CAD) system.

12. **EXTERNAL DISPUTES.** The Stone Harbor shall notify the Avalon's Borough Administrator, in a timely manner, of any complaints, related to the nature, extent and quality of services provided to the Stone Harbor by Avalon.

13. **DISPUTES CONCERNING THE AGREEMENT.** Any disputes arising between the Parties as to the interpretation of the terms and conditions of this Agreement or the satisfactory performance thereof by any of the parties or related to any of the services and other responsibilities specified within this Agreement shall be resolved in accordance with the following:

STEP A: The Stone Harbor's Borough Administrator or Mayor, as the case may be, and the Avalon's Borough Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved as provided in Step A, then, as permitted by N.J.S.A. 40A:65-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration. Any costs associated with arbitration shall be borne equally by both parties.

14. **TERMINATION**

a. This Agreement may be terminated at any time upon mutual Agreement of the Parties.

b. Either Party may terminate this agreement by giving six (6) months notice, in writing, delivered to the other Party by certified mail at the address provided herein in accord with the provisions of Paragraph 17.

15. **RENEWAL/NEGOTIATIONS**

a. It is agreed by and between the parties that this Agreement shall be automatically renewed at its terminal date for successive new one year terms upon the same terms and conditions, except the payment provided for in Paragraph 4, which shall be adjusted each year additional year by the parties, unless terminated as provided for above.

b. Parties agree to renegotiate terms of any renewal upon request of the other at least ninety (90) days prior to termination of this agreement or any renewal thereof.

16. **DEFAULT.** In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that 30-day period.

17. **NOTICES.** Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to Borough of Avalon:
Borough of Avalon
3100 Dune Drive
Avalon, New Jersey 08202
Attn: Andrew Bednarek, Administrator

With a Required Copy to:
Amy Kleuskens, Borough Clerk
3100 Dune Drive
Avalon, NJ 08202

If to Borough of Stone Harbor
Borough of Stone Harbor
9508 Second Avenue
Stone Harbor, New Jersey 08247
Attn: Jill Gougher, Borough Administrator

With a Required Copy to:
Suzanne Stanford, Borough Clerk
9508 Second Avenue
Stone Harbor, New Jersey 08247

18. **CHOICE OF LAW.** Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

19. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

20. **SEVERABILITY.** If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

21. **WAIVER.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

22. **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

23. **JOINT PREPARATION.** This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

BOROUGH OF AVALON

Amy Kleuskens
Borough Clerk

Martin L. Pagliughi
Mayor

ATTEST:

BOROUGH OF STONE HARBOR

Suzanne C. Stanford
Borough Clerk

Suzanne M. Walters
Mayor

EXHIBIT "C"

QUALITY STANDARDS AND STANDARD OPERATING
PROCEDURES FOR DISPATCHERS

QUALITY STANDARDS

A. Call-taking (telephone performance)

- (1) Answer the telephone quickly and correctly (within 10 seconds of the call, 90% of the time).
- (2) Asks and verifies the location of the incident or emergency.
- (3) Obtains the callback phone number from the person making the call.
- (4) Determines the nature of the incident or emergency and selects and assigns the appropriate response to the incident.
- (5) Accomplishes the tasks listed in paragraphs (1) – (4) quickly and effectively (within 60 seconds of the receipt of the phone call, 90% of the time).
- (6) Obtains all pertinent information and makes updates accordingly and keeps the caller on the line until all required information is obtained.
- (7) Controls the conversation with the caller, explains all possible emergency actions and employs calming techniques when required.
- (8) Exhibits a calm and professional demeanor at all times and acts in a courteous and tactful manner.
- (9) Demonstrates proper documentation of the information received on call-taker screens or cards.

B. Dispatching (radio performance)

- (1) Dispatches the appropriate police, fire or EMS units within the prescribed time frame established by the 911 emergency communication center's or remote dispatch point's standard operating procedures.
- (2) Provides all pertinent information to the responding police, fire or EMS units and relays updated information about the incident or emergency to the responding units.
- (3) Answers all radio transmissions promptly.

(4) Speaks clearly and concisely to the responding units.

(5) Listens attentively and understands each message that is received from the responding units.

(6) Exhibits a timely response to requests from filed units.

(7) Maintains a calm and professional demeanor at all times.

C. Emergency Medical Dispatch

(1) Emergency medical dispatch protocols will be utilized.

STANDARD OPERATING PROCEDURES FOR DISPATCHERS

- A. Dispatchers assigned to desk duty shall be under the immediate supervision of the Shift Supervisor (and shall such hours of duty as prescribed by the Chief of Police). He/she shall perform the clerical work of the station in making prompt, accurate, and necessary entries of official business in the department records in the manner prescribed for the keeping of such records and shall make such reports and perform such other duties as may be required or directed by a Superior Officer.
- B. It shall be his/her duty to attend the radio system, and dispatch personnel shall not permit any unauthorized person to interfere with or handle any of the equipment under his/her charge. Dispatchers will admit only authorized persons to the secretaries and other offices using a notification by phone.
- C. Dispatch personnel shall answer all telephone or radio calls from the patrolmen and citizens alike, in a courteous manner. Patrolmen radioing into dispatch will take precedence over all non-emergency calls.
- D. All logs and records under the charge of the dispatcher must be kept neatly and accurately.
- E. Dispatch personnel shall receive all complaints of persons and reports of members of the department, and make such proper disposition of same as may be necessary.
- F. Dispatch shall be required to wear and maintain uniforms issued and prescribed by the Chief of Police. Dispatchers shall report neat in appearance with proper equipment to perform their duties.

- G. Dispatch personnel shall not permit anyone to have access to the radio room except another member of this department on police duty. Or, while in the course of their duties, a member of the Stone Harbor Police Department.
- H. Dispatch personnel shall enter all incidents in the computer CAD record; all names, dates, times, and dispositional narrative on all calls. Dispatch personnel shall explore all system flags for additional information for dispatch. Dispatch personnel shall handle all new entries, inquiries, and deletions to the NCIC policy as instructed. Criminal histories shall be privileged information with log entry for any dissemination.
- I. At the close of his/her tour of duty, dispatch personnel shall check to see that all records, logs, and reports are as complete as possible, and shall thoroughly acquaint the dispatcher who relieves him/her with all current business of the shift, paying particular attention to uncompleted records, recent reports and orders so that the operation of the department shall not be interrupted.
- J. Dispatch personnel shall report any damaged or inoperable equipment to the proper authorities.
- K. Dispatch personnel shall see that the dispatch area is kept in a neat and clean condition at all times.
- L. Dispatch personnel shall see that all messages received in his/her tour of duty are properly relayed to the right person.
- M. Dispatch personnel shall advise the Shift Supervisor of any and all active warrants.
- N. Dispatch personnel shall give priority to any unit assigned to an active call where risk is involved, i.e. motor vehicle stops, burglar alarms.
- O. Dispatch personnel shall extend radio courtesy at all times.
- P. He/she shall answer the phone by giving name of department, rank, and last name.
- Q. Dispatch personnel shall identify their district number when transmitting or acknowledging another unit.
- R. Dispatch shall acknowledge each unit by their assigned number and request that all units use the appropriate radio procedures. Failure to receive proper acknowledgment can result in a call not being answered, in which case the responsibility lies with the dispatcher. Dispatch personnel shall, in addition, be responsible for the following minimum duties:
 - (1) Direct and coordinate Fire Department and Rescue per radio, tone out, and department policies anytime the county does not dispatch fire and rescue.
 - (2) Monitor and assist other law enforcement agencies on county radio.

- (3) Answer warrant checks via county band radio and other bulletins.
- (4) Monitor and answer ACORN test per county radio and respond to test via e-mail to CMC Emergency Management in a timely fashion.
- (5) Monitor and assist any transmission on SPEN radio.
- (6) Tone out Public Works Department for any street, traffic, or other Borough matters as appropriate.
- (7) Answer and operate 9-1-1 consoles, poison control, TDD for deaf impaired and language lines.
- (8) Tone out medics and Medivac helicopters when needed for trauma situations. Provide frequencies and grid coordinates for landing zones to Medivac.
- (9) Tone out Fire Department for pumper standbys at landing zones for medical airlifts anytime the county does not dispatch fire or rescue.
- (10) Phone calls to other law enforcement agencies and courts for warrant checks outside Cape May County.
- (11) Notify Post and Coordinate Cape May County Search Plan per District 11 units.
- (12) Monitor NCIC CJIS "NCIC Green" messaging system for any hit confirmation requests and respond within ten (10) minutes to requesting agencies.
- (13) Provide district units with motor vehicle and driver's license look-ups for motor vehicle stops and for identification purposes.
- (14) Provide District 11 and District 13 units with NCIC/SCI ATS/ACS wanted persons information on field contacts.
- (15) Provide criminal histories for officers as per appropriate guidelines.
- (16) Provide NCIC/DOT look-ups for Municipal Court as per requested.
- (17) Check for warrants on names from NCIC printouts of multiple persons that have been incarcerated in county facilities throughout the state. Follow extradition guidelines for individuals that hit for warrants.
- (18) Enter NCIC stolen motor vehicle, stolen license plates, missing persons, and send and receive general messages as per other police agencies throughout the nation.
- (19) Provide information of outstanding warrants or traffic tickets using ATS/ACS system.
- (20) Handle all walk-in complaints and questions in front window. Direct and coordinate complaints to proper division of police department, court, or Borough Hall.
- (21) Log in and monitor prisoners using audio and video cameras.
- (22) Maintain and update telephone directory, and CAD system, as well as quick reference information for timely response of information and notification to other agencies.
- (23) Maintain organization within communications area to assure efficient operations of area. Clean and maintain area to assure proper operation of communications room. No smoking in the dispatch area.

- (24) Monitor all secondary radio frequencies when active, e.g. rescue, fire, Borough yard, etc.
 - (25) Follow burglar alarms as prescribed by the Chief of Police.
 - (26) Follow smoke, fire, and detector alarms as adopted by the Chief of Police from the County Dispatching Policy.
 - (27) Prisoners needing medical attention will be reported immediately to the on-duty supervisor.
- S. Entries into the CAD are to be as accurate as possible for start of tour and end of tour. If relieving dispatcher is to be late, they should call in at earliest possible moment so as proper relief can be arranged.
 - T. All personal phone calls are to be kept at a minimum. Excessive violation of this section shall be immediately reported to the Chief of Police.
 - U. All requests for time off shall be approved by the Shift Supervisor and Captain of Police. All overtime and compensatory slips shall be approved by the on-duty supervisor. No arrangements shall be made concerning time off unless approved by the Captain of Police.
 - V. All dispatchers shall thoroughly familiarize themselves with the laws and ordinances of the Borough of Avalon, the Rules and Regulations of the department, and all matters pertaining to department business.
 - W. All violations of these Rules and Regulations concerning the Standard Operating Procedure of Civilian Dispatchers shall be immediately reported to the on-duty supervisor officer.

ALL OF THE ABOVE SHALL BE APPLICABLE TO CIVILIAN EMPLOYEES

- 6:11.1 **Civilian Employees Subject to Police Authority.** Civilian employees shall be subject to the authority of the Chief of Police, and of the superior officer in charge of the bureau or unit or office to which they are assigned.
- 6:11.2 **Employees Bound by Department Directives.** All Rules, Regulations, and department procedures and Orders governing police officers shall also bind all civilian employees whenever applicable.

BOROUGH OF STONE HARBOR

CAPE MAY COUNTY, NEW JERSEY

(5)

RESOLUTION

**A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC
IN ACCORDANCE WITH THE PROVISIONS OF
THE NEW JERSEY OPEN PUBLIC MEETINGS ACT,
N.J.S.A. 10:4-12**

WHEREAS, the Borough Council of the Borough of Stone Harbor is subject to certain requirements of the *Open Public Meetings Act, N.J.S.A. 10:4-6*, et seq., and

WHEREAS, the *Open Public Meetings Act, N.J.S.A. 10:4-12*, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the Borough Council of the Borough of Stone Harbor to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- 1. *Matters Relating to the Employment Relationship, the relevant employees having been properly notified in accordance with law.*

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stone Harbor, assembled in public session on November 18, 2013, that an Executive Session closed to the public shall be held on November 18, 2013 at or about 4:30 P.M. in the Borough Hall of the Borough of Stone Harbor, 9508 Second Avenue, Stone Harbor, New Jersey, for the discussion of matters relating to the specific items designated above.

Official action may be taken as a result of said executive session.

It is anticipated that, in accordance with law and in a timely manner, the deliberations conducted in closed session may be disclosed to the public upon the determination of the Borough Council that the public interest will no longer be served by such confidentiality.

Offered by Seconded by.....

The above resolution was duly adopted by the Borough Council of the Borough of Stone Harbor, New Jersey, at a meeting of said Council duly held on theday of, 2013

.....
Borough Clerk

The above resolution approved this day of....., 2013

.....
Mayor