

**TOWNSHIP COUNCIL OF MOUNT HOLLY TOWNSHIP  
BURLINGTON COUNTY, NEW JERSEY**

**ORDINANCE NO. 2022-13**

**ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT HOLLY  
AMENDING CHAPTER 36 ENTITLED “POLICE DEPARTMENT” SUB-CHAPTER 36-20  
ENTITLED “CONTRACTS WITH PRIVATE EMPLOYERS OR PUBLIC ENTITIES” OF  
THE CODE OF THE TOWNSHIP OF MOUNT HOLLY**

**WHEREAS**, from time-to-time a private employer or other public entity may wish to retain the services of the employees of the Township for extra-duty activities; and

**WHEREAS**, the Township of Mount Holly has the authority and jurisdiction to regulate the employment and terms thereof for Township Police Officers during said extra-duty activities; and

**WHEREAS**, upon a recommendation from the Police Department and upon a review of surrounding municipalities’ terms and conditions for outside employment, the Township Council of the Township of Mount Holly, has determined that it is necessary and beneficial to revise the current terms for extra-duty employment by private employers or public entities other than the Township of Mount Holly;

**NOW THEREFORE BE IT ORDAINED** by the Council of the Township of Mount Holly, in the County of Burlington and State of New Jersey that Chapter 36 the Township Code is hereby amended as follows<sup>1</sup>:

**SECTION 1.**

**Chapter 36 Police Department**

**§ 36-20**

- A. Any private employer desiring to retain the services of employees of the Township for extra-duty activities shall be required to enter into a contract with the Township. Except in cases of bona fide emergency, no assignment to extra duty may be made unless, prior to the assignment, the private employer or public entity has executed a contract for the services and has made the required deposit pursuant to the Uniform Agreement to Provide Services by Off-Duty Personnel, which form of agreement is on file with the Township Department of Finance. The agreement shall include, but not be limited to, the nature of the duties to be performed, the location where the duties are to be performed, the date and hours of service, the rate of payment of services to the employees (the rate of payment will be approved via separate Resolution and may be amended from time-to-time as Council deems appropriate), administrative fees to the Township, and fees for Township-owned equipment. Such agreement shall further provide that the minimum pay for any assignment shall be for ~~two~~ four hours at the ~~officer's applicable~~ required rate, regardless

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<sup>1</sup> Language underlined thus is new language. Language that is struck through, ~~thus~~, is intended to be deleted and will not be part of the Ordinance as adopted.

of the amount of time actually worked, unless the assignment is cancelled not less than eight hours prior to its scheduled commencement.

- B. The agreement with the private employer shall provide for the deposit of monies in advance by the party for whom the services are to be performed. Should the contract be for a period exceeding one month, the private employer shall be required to tender an estimated payment for the first month's services upon executing the agreement, and will be billed periodically, in advance, thereafter. Should the actual amount due turn out to be less than the amount deposited, the Chief Financial Officer of the Township shall, upon conclusion of the agreement, receipt of the final certified time slips, and receipt of a written request from the private employer, promptly return all unused funds. Should the amount of the deposit be insufficient, the private employer shall pay the deficiency immediately upon receipt of notice from the Chief Financial Officer. No extra-duty assignment may commence without advance payment of the sums set forth above, except in cases where the Township has negotiated an interlocal services agreement with another unit of government that assures compensation of the assigned officers in a manner consistent with the Attorney General's memoranda referred to above.
- C. Any private employer who determines to cancel the services of the off-duty officer after having scheduled same shall provide at least eight hours' advanced notice of such cancellation prior to the scheduled start time. If lesser notice is given, the private employer shall be obligated to pay for ~~two~~ four hours of time for the officer.
- D. In the case of bona fide emergencies, where there is no opportunity to execute an agreement in advance, the private employer shall be billed for the services with payment required to be made within 30 days.
- E. Should any payment due under this article not be made when due, the Township may institute suit for collection of the same, together with interest at the rate of 12% per annum, costs of collection, and attorneys fees incurred in collecting the amount due. Moreover, no future agreement may be entered into with any private employer unless and until all past due fees, costs, and expenses are satisfied.
- F. Notwithstanding the foregoing, the Township Manager may waive the deposit requirement for other public entities, in his sole discretion, provided satisfactory alternate arrangements are made to assure prompt payment for the services provided by the employees.
- G. Nothing in this section shall be construed as limiting the power of the Township to accept or reject any and all assignments with any private employer.

**SECTION 2.** If any section, paragraph, subsection, clause, or provision of this Amendment shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provisions so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective;

**SECTION 3.** If any ordinances or parts thereof are in conflict with the provisions of this Ordinance those provisions shall be repealed to the extent of such conflict.

**SECTION 4.** This Ordinance may be renumbered for codification purposes, if necessary.

**SECTION 5.** This Ordinance shall take effect upon passage and publication in accordance within applicable law.

**First Reading:** September 12, 2022

<b>Councilmember</b>	<b>Motion</b>	<b>2<sup>nd</sup></b>	<b>Yea</b>	<b>Nay</b>	<b>Recuse</b>	<b>Abstain</b>	<b>Absent</b>
L. Brown	X		X				
J. Codianni		X	X				
T. Astor			X				
C. Banks			X				
J. Jones			X				

**Second Reading:** October 3, 2022

<b>Councilmember</b>	<b>Motion</b>	<b>2<sup>nd</sup></b>	<b>Yea</b>	<b>Nay</b>	<b>Recuse</b>	<b>Abstain</b>	<b>Absent</b>
L. Brown	X		X				
J. Codianni		X	X				
T. Astor			X				
C. Banks			X				
J. Jones			X				

TOWNSHIP OF MOUNT HOLLY

\_\_\_\_\_  
 JASON JONES, Mayor

Attest:

\_\_\_\_\_  
 SHERRY L. MARNELL, Township Clerk

PUBLIC NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced and passed at a meeting of the Township Council of the Township of Mount Holly, County of Burlington, State of New Jersey, held on the \_\_\_\_ day of June, 2022, and will be considered for final passage after a public hearing at a meeting of the Township Council of the Township of Mount Holly to be held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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SHERRY L. MARNELL, Township Clerk

I HEREBY CERTIFY that the foregoing Ordinance was approved for final adoption by Mayor and Township Council of the Township of Mount Holly, County of Burlington, State of New Jersey, at a regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2022.

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SHERRY L. MARNELL, Township Clerk