Mayor Joseph Barton called the regular meeting to order at 7:00 p.m. followed by the Flag Salute.

**Sunshine Notice:** This meeting was called pursuant to the Open Public Meetings Act. This meeting of January 22, 2019 was sent to the Central Record, Burlington County Times and Courier Post. Posted on the bulletin board in Town Hall and has remained continuously posted as the required notices under the statute. In addition, a copy of this notice is and has been available to the public, and is on file in the office of the Municipal Clerk.

**Roll Call - Governing Body - Present**
Kimberly A. Brown, Deputy Mayor
Stephen V. Lee, IV, Township Committee (Absent)
Samuel R. Moore, III, Township Committee
Joseph Yates, IV, Township Committee
Joseph W. Barton, Mayor

**Administrative Team**
Douglas A. Cramer, CPWM, Administrator
Rodney R. Haines, CMFO, Chief Finance Officer
Dante Guzzi, Township Engineer (Absent)
Peter C. Lange, Jr., Township Solicitor
La Shawn R. Barber, RMC, Municipal Clerk

**Public Comment - Agenda Items**

Mayor Barton spoke of the 3-minute public comment rule; Deputy Mayor will keep time, after 3-minute you will be put on notice in which you will have 15 seconds to wrap up comments.

Fran Brooks, Moores Meadow Road, comment on closed session matter related to contract and negotiations with TRS Contract; felt it to be a problem of no public discussion by this Committee regarding the contours or components of a contract. It is time for the Township Committee to take control of the emergency services.

Col. William Lowe, Hidden Acres, commented that he often does not agree with Ms. Brooks, and almost agree with nothing she just said; except for the Committee to at least have discussion of the contract.

Craig Zane, Elmwood Drive, made comment for Committee to look at the vacancy of PSD position and remove position; it is not needed and it is $12,000 could be put back into the budget. We are too small of a community to spend extra money on things like that when we already have capable people in the Township; the Administrator or Township Committee to handle these items.

No further comments.

**Approval of Bills:** On a motion to approve the bills as submitted was made by Ms. Brown, seconded by Mr. Moore, the bills were ordered paid.

Roll Call: Brown, Moore, Yates, Barton  
Ayes: 4  
Nays: 0  
Absent: 1  
Carried

**Approval of Minutes:** On a motion to approve the December 27, 2018 (Regular & Closed Session) minutes as submitted was made by Ms. Brown, seconded by Mr. Moore

Roll Call: Brown, Moore, Yates, Barton  
Ayes: 4  
Nays: 0  
Absent: 1  
Carried
RESOLUTION 2019-37
AUTHORIZED REFUND PURSUANT TO A
ONE HUNDRED PERCENT TOTALLY DISABLED VETERAN EXEMPTION

WHEREAS, Kenneth R. Konopka III, owner and resident of 507 Old Indian Mills Road (Block 307, Lot 4.01) was granted an exemption from property taxes as a 100% Totally Disabled Veteran pursuant to NJSA 54:4-3.30; and

WHEREAS, the exemption commenced January 1, 2019 in accord with certification of 100% disability granted by the Department of Veterans Affairs; and

WHEREAS, Surety Title Company, LLC, paid the Quarter 1 2019 taxes on behalf of Kenneth R. Konopka III, before the Totally Disabled Veteran status was declared; and

NOW THEREFORE BE IT RESOLVED by Tabernacle Township Committee that the Tax Collector is hereby authorized to refund $2,140.73 to Kenneth R. Konopka III, owner and resident of 507 Old Indian Mills Road, Tabernacle (Block 307, Lot 4.01).

(Calculation: 2019 First Quarter Taxes $2,140.73.

BE IT FURTHER RESOLVED, A certified copy of this resolution shall be forwarded to the Tax Collector and Assessor.

- On a motion made by Ms. Brown, seconded by Mr. Moore, Resolution 2019-37 was offered for adoption.

Roll Call: Brown, Moore, Yates, Barton  Ayes: 4  Nays: 0  Absent: 1  Motion carried

RESOLUTION 2019-38
AUTHORIZED REFUND PURSUANT TO A ONE HUNDRED PERCENT TOTALLY DISABLED VETERAN EXEMPTION

WHEREAS, Brian Hires, owner and resident of 17 Anne Drive (Block 309, Lot 23) was granted an exemption from property taxes as a 100% Totally Disabled Veteran pursuant to NJSA 54:4-3.30; and

WHEREAS, the exemption commenced November 21, 2018 in accord with certification of 100% disability granted by the Department of Veterans Affairs; and

WHEREAS, Lereta, LLC, the mortgage company, paid the 2018 taxes in full, before the Totally Disabled Veteran status was declared; and

NOW THEREFORE BE IT RESOLVED by Tabernacle Township Committee that the Tax Collector is hereby authorized to refund $824.69 to Lereta, LLC, Attn: Central Refunds, 1123 Parkview Drive, Covina, CA 91724, mortgage company for Brian Hires, owner and resident of 17 Anne Drive, Tabernacle (Block 309, Lot 23).

(Calculation: 2018 Taxes $7,422.16/360 days * 40 days)

BE IT FURTHER RESOLVED, A certified copy of this resolution shall be forwarded to the Tax Collector and Assessor.

- On a motion made by Ms. Brown, seconded by Mr. Moore, Resolution 2019-38 was offered for adoption.

Roll Call: Brown, Moore, Yates, Barton  Ayes: 4  Nays: 0  Absent: 1  Motion carried

RESOLUTION 2018-39
AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ADVERTISE
AND OFFER EMPLOYMENT TO A DEPUTY MUNICIPAL COURT ADMINISTRATOR

WHEREAS, the Township of Tabernacle desires to continue excellent services to persons residing in the community and beyond who are in need of serving the public; and
WHEREAS, the Township desires to solicit applications for the position of a part-time Deputy Municipal Court Administrator; and

WHEREAS, based on availability of funds as certified by the CFO and the need for someone to provide high level of customer service to work independently and under the direction of the Municipal Court Administrator and Municipal Court Judge.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Tabernacle, County of Burlington, State of New Jersey that the Township Administrator and is hereby authorized to hire a part-time Deputy Municipal Court Administrator.

ADOPTED at the regular meeting of the Township Committee of the Township of Tabernacle on January 22, 2019.

- Mr. Cramer added that we are working towards shared service agreement with Woodland Township to use their Municipal Court facilities and manage them as a shared unit. Township had ongoing meeting with Burlington County Court Division on requirements; one of the requirements is to hire a Deputy Court Administrator.
- On a motion made by Ms. Brown, seconded by Mr. Moore, Resolution 2019-39 was offered for adoption.

Roll Call: Brown, Moore, Yates, Barton Ayes: 4 Nays: 0 Absent: 1 Motion carried

RESOLUTION 2019-40
APPOINTMENT OF CHIEF FINANCIAL OFFICER

Whereas, the Township Committee recognized the statutory need to fill this position in order to continue to conduct the day-to-day operations of Tabernacle Township; and

Whereas, Tabernacle Township made a one-year temporary appointment for Rodney Haines pursuant to Resolution 2018-86 on July 23, 2018; and

Whereas, the State of New Jersey, Department of Community Affairs approved certification for Rodney R. Haines as a Certified Municipal Finance Officer on January 2, 2019.

Now, Therefore, Be It Resolved, that the Township Committee of Tabernacle Township, in the County of Burlington, State of New Jersey, hereby appoints Rodney R. Haines to a four-year term (4) as Chief Finance Officer.

Roll Call: Brown, Moore, Yates, Barton Ayes: 4 Nays: 0 Absent: 1 Motion carried

Congratulations!

New Business

Liaison Services for Emergency Services - There was brief discussion for Committeeman Moore to handle liaison services for emergency services with Tabernacle Fire Company #1; the financial, budget and auditing matters will be reassigned to the Township Administrator and Chief Finance Officer. Seeing there were no objections by present members, a motion was made by Ms. Brown, seconded by Mr. Moore.

Roll Call: Brown, Moore, Yates, Barton Ayes: 4 Nays: 0 Absent: 1 Motion carried

Report of the Township Engineer
(Mr. Cramer provided a project update report on behalf of the Township Engineer who was not in attendance)

Salt Storage Building - The materials are on site; demolition is complete and there is some additional pricing for removal of old roof, additional rot was discovered and we are waiting for comments from manufacture for best method for repair.

2018 Road Program – Powell Place and Carranza will commence in Spring.
2018 Parks Project – The equipment is expected to be delivered between February 11-13th; concrete work was completed; fence work will be completed after structures are erected.

2018 Drainage Improvement – All contract work is complete; additional pipe work was done on Zimmerman Road; restoration of grass area and punch list work will begin in spring.

Tax Map - Ongoing tax map conversion to digital form is moving forward. The state will require stormwater next year digital form tax maps; the next time the Township does a revaluation this will need to be considered along with the master plan for the State.

Report of the Township Administrator

Hunter’s Lane Address – Mr. Cramer reported on resident’s concern taken to our State Legislature concerning the addressed of Hunter’s Lane in Tabernacle and the address of Hunter’s Lane in Southampton Township. Resident was advised last year to obtain neighbor input; that did not occur, however the resident went to Senator Connor’s Office. After conversation with Senator’s staff, it was decided, only with Township Committee approval that a letter would be sent to the resident asking their sentiments on street name change or at minimum three-digit number which would take it out of competition with Southampton. There are about 35 residents, Tabernacle has 5 residents on Hunters; it would more cost effect for us to change. It is realized to be a cost to the residents as they have their personal and legal documents that would need to be changed, plus home deeds.

Mr. Cramer is asking for permission to send a letter to the five households to weigh on what they think to obtain cost analysis for consideration of the change. This issue was a concern with the State Police showing up at the wrong address because they are dispatched out of the Hamilton instead of Burlington County; we have not had any issues with fire or EMS, as they are on two different grids for local emergency services; however, for safety reasons we want to consider what the options.

Mr. Cramer spoke of his preferred would be to change the numbers as it may be easier; however, will talk with the Township Engineer regarding street names.

Hazardous Waste Collection - The collection day was held on Saturday and was a success having about 30-people. The collection will be transported to the County.

Road Program Tree Cutting – Mayor Barton asked about the tree cutting included in the road program and suggest identify problem trees for the winter. Currently being addressed are removal of Christmas trees and overhanging branches over the road and trees that have crept out in roadway and reduced the overall width of the road.

Report of the Township Solicitor - None

Report of the Township Committee

Mr. Yates - Questioned correspondence to the Superintendent of the Schools, Mr. Robins which indicates the Township not interested in purchasing either facility of Sequoia or wastewater treatment plant. Mr. Yates expressed needs of the community and feels the taxpayers should vote on by referendum. We need a community center and old squad building is outdated and costly for repairs.

Mayor Barton - Spoke of proposal which included 1.4 million dollars for school and sewage treatment plant; we did have discussion in which consensus of the Township Committee not to entertain that proposal. Unfortunately, Mr. Lee did not attend the school meeting and it was not communicated in person, which is why Mr. Barton replied to the Superintendent. The taxpayers of Tabernacle already paid for that building, there is no need for the Tabernacle Township residents to pay 1.4 million dollars for a facility they already paid and maintain. If the school wants to make the building available to the public it will have to be something from their board. Mayor suggest public go to next school board meeting and address it with the school board; it is their building and does not belong to us.

Committeeman Samuel R. Moore, III. – On behalf of Mr. Lee, Mr. Moore stated there will be more to come on the Verizon information.
Mayor Barton – Explained there will be workshop meetings that agenda items that will be discussed to work on in 2019 that will be discussed.

Last year it was discussed by the Committee Members that when Ms. Brown needed to call in to participate during the meeting because the health of her husband, at the time, the consensus of the Committee that it wouldn’t be permitted. Township does not have the technology to make it work, but it is available. Mr. Lee contacted the Township Solicitor, Township Administrator, and Deputy Mayor asking to participate. He did not contact Mayor Barton. Mayor Barton asked the Committee Members if they would want to change their opinion and allow Mr. Lee to call into the Executive Session meeting. Mr. Moore clarified that ALL members of the Committee should be able to call in. Committee Members voted: Ayes: 4 Nays: 0 Absent: 1.

February 11th – Workshop - Mayor Barton asked Township Committee to think of agenda items they would like to see move forward for calendar year 2019; discussion will be held in public.

Call -In Telecommunication – There was a consensus from the Township Committee that Mr. Cramer was asked to research and have available for the next workshop meeting to purchase the proper telecommunication equipment should members of the Township Committee should any member of the governing body need to call into a meeting during their absence.

Executive Session Resolution CS 01 222019

WHEREAS, the Open Public Meetings Act, P. L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss ongoing litigation matters involving Fran Brooks v. Township of Tabernacle under Docket # BUR - L-001048-18, ongoing contract negotiations – proposed terms and conditions concerning an agreement with TRS (Tabernacle Rescue Squad) for the provisions of emergency medical services and contract negotiation – contract terms with Tabernacle Fire Company #1; and

WHEREAS, minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

NOW THEREFORE BE IT RESOLVED that the public be excluded from this meeting.

BE IT FURTHER RESOLVED, after executive session we will reopen the meeting in which action may or may not be taken.

- On a motion made by Ms. Brown, seconded by Mr. Moore, Resolution CS 01 222019 was offered for adoption and members of the Township Committee went into closed session at 7:28 P.M.

Roll Call: Brown, Moore, Yates, Barton Ayes: 4 Nays: 0 Absent: 1 Motion carried

Reopen. Members of the Township Committee came out of Executive Session at 9:41 PM to pursue passage of a Resolution with TRS and Facility Use Agreement.

Resolution 2019-41

A RESOLUTION OF THE TOWNSHIP OF TABERNACLE AWARDED A CONTRACT FOR EMERGENCY MEDICAL AND EMT SERVICES PURSUANT TO N.J.S.A. 40A:11-5

WHEREAS, there exists a need for Emergency Medical and EMT services for the purpose of serving the emergency medical and Emergency Medical Technician needs of the Township residents; and

WHEREAS, funds are available for this purpose; and

1/22/2019 - Township Committee Meeting
WHEREAS, the Local Public Contracts law N.J.S.A. 40A:11-1 et seq. requires that the resolution authorizing the award of a contract for "professional services" with or without competitive bids and the resulting contract be available for public inspection; and

WHEREAS, the Local Public Contracts law further requires that a Notice of the award of the contract be printed as a legal advertisement.

NOW, THEREFORE, BE IT RESOLVED, by the Committee of the Township of Tabernacle this 22nd day of January, 2019, as follows:

1. The Tabernacle Rescue Squad, Inc., be and the same is hereby contracted as the emergency medical and EMT service provider to the Township of Tabernacle.

2. This contract is awarded as a "professional service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law and pursuant to the non fair and open process included in Tabernacle Township Ordinance section 2-23 because said contract encompasses a professional service recognized and regulated by law.

3. The Mayor and Township Clerk are hereby authorized and directed to execute the attached Agreement with the Tabernacle Rescue Squad, Inc.

4. Notice of this action shall be published once as a legal advertisement in the official newspaper of the Township of Tabernacle within ten (10) days of its adoption.

AGREEMENT FOR THE PROVISION OF EMERGENCY MEDICAL AND RESCUE RESPONDER SERVICES BETWEEN TABERNACLE TOWNSHIP AND TABERNACLE RESCUE SQUAD INC.

THIS AGREEMENT is dated this 22nd day of January, 2019 (“Effective Date”) by and between the TOWNSHIP of Tabernacle, a municipal entity of the State of New Jersey (hereinafter designated as the “TOWNSHIP”) and the Tabernacle Rescue SQUAD Inc. (hereinafter designated as the “SQUAD”).

WHEREAS, the TOWNSHIP is a municipal corporation of the State of New Jersey with offices located at 163 Carranza Road, Tabernacle, NJ 08088; and

WHEREAS, the SQUAD is a duly constituted private nonprofit corporation of the State of New Jersey organized pursuant to the provisions of N.J.S.A. 15A:1-1 et. Seq. for the purpose of providing emergency medical and rescue response services to the citizens located within the TOWNSHIP; and

WHEREAS, the parties hereto desire to enter into an agreement to define the rights, duties and responsibilities of each regarding the provision of emergency medical and rescue response services to the residents of Tabernacle TOWNSHIP.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties represent and agree as follows:

1. TERM: This agreement shall be in full force and effect commencing on the Effective Date and will continue with the same terms and conditions unless and until termination upon not less than ninety (90) days written notice by either party.

2. CONSIDERATION: In consideration of the SQUAD’s promise and agreement to furnish emergency medical and rescue services pursuant to this agreement and in view of other valuable consideration received by the SQUAD, the TOWNSHIP agrees to pay to the SQUAD $1.00 annually for the services provided under this Agreement for the term(s) hereof.

3. BUILDING USE: Any use of the Tabernacle TOWNSHIP Emergency Services Building will be pursuant to the Facilities Use Agreement in effect between the parties as modified from time to time in the sole discretion of the TOWNSHIP with the consent of the SQUAD.

4. EMERGENCY MEDICAL SERVICE DUTIES: The SQUAD covenants and agrees to provide emergency medical response services to all persons within the TOWNSHIP and to provide said services twenty-four (24) hours per day, every
day of the year. Said services will be provided in accordance with all applicable rules, regulations, standards and laws of the State of New Jersey and any administrative agency having necessary and proper jurisdiction to promulgate and adopt rules and regulations applicable to the provision of such services and other applicable activities. The TOWNSHIP will not take any action to direct members of the SQUAD at any emergency scene.

5. RESCUE SERVICE DUTIES: The SQUAD covenants and agrees to provide emergency rescue response services to all persons within the TOWNSHIP and to provide said services twenty-four (24) hours per day, every day. The SQUAD will serve as the lead agency for rescue services in Tabernacle Township. The Squad will work in cooperation with the Tabernacle Fire Company #1 as a Task Force. The Squad will be responsible for the training of all members of the Squad and fire company jointly to promote teamwork while working together at emergency scenes. The training will be provided at no cost to the Township. Said services will be provided in accordance with all applicable rules, regulations, standards and laws of the State of New Jersey and any administrative agency having necessary and proper jurisdiction to promulgate and adopt rules and regulations applicable to the provision of such services and other applicable activities. The TOWNSHIP will not take any action to direct members of the Task Force at any emergency scene.

6. REPORTS: The SQUAD Chief and the SQUAD President or their duly appointed representatives will appear quarterly before the TOWNSHIP Committee at its regular monthly workshop meetings in April, July, October and January to provide reports concerning the operations of the SQUAD along with a written summary of same. Such reports will include but not be limited to detailing the following:
  • Number of emergency response calls
  • Total Volunteer Hours of service performed
  • Number of Mutual Aid calls provided and received
  • Response times
  • Number of patients served and destinations
  • Listing of Standby service provided
  • Listing of special events covered, conducted and/or having provided participation

In addition, the SQUAD Chief or the Chief’s designee shall meet at least quarterly or as needed as determined by the TOWNSHIP with the TOWNSHIP Administrator and/or Public Safety Director and the Fire Chief or the Fire Chief’s designee and, when needed, the TOWNSHIP Emergency Management Coordinator in furtherance of the coordination of the delivery of emergency services and the coordination of emergency preparedness.

7. TERRITORY: The SQUAD will provide service within the TOWNSHIP and in such other areas or territories as may be contracted for by the TOWNSHIP pursuant to any mutual aid agreements which are approved by the TOWNSHIP and the SQUAD.

Copies of all such contracts or agreements shall be furnished to the SQUAD for the purposes hereof.

8. EQUIPMENT: The SQUAD shall operate and utilize any and all equipment and apparatus in its possession for civic purposes and emergency medical and rescue response services in accordance with any rules or regulations that may be adopted from time to time by the TOWNSHIP. The SQUAD will maintain and operate the vehicles and equipment in its possession in a safe manner and will take all necessary steps to ensure the proper training of members and such safe operation and use. All vehicles operated by the SQUAD will be prominently and similarly marked and identified as Squad emergency service vehicles.

9. MAINTENANCE AND REPAIR: The SQUAD shall be responsible for the payment of all costs for the proper maintenance and repair of all emergency medical and rescue response services equipment and apparatus used by the SQUAD.

10. INSURANCE: The TOWNSHIP shall provide the SQUAD with such insurance as may be legally required including but not limited to auto liability, worker’s compensation and accident & health insurance, public liability insurance insuring the
SQUAD against liability or claims arising out of, occasioned by or resulting from any accident in or about the buildings and premises utilized by the SQUAD and any accident, personal injury or damage to property arising out of any authorized use and/or the performance of emergency medical and rescue response services. The limits of said policies shall be in amounts deemed appropriate by the TOWNSHIP, the Joint Insurance Fund, and the New Jersey Department of Health. The SQUAD shall reimburse the TOWNSHIP for all of the costs associated with the provision of said insurances.

11. FUEL: The SQUAD shall be responsible for and pay for all fuel consumed in the operation of all emergency service vehicles while performing emergency medical and rescue response services.

12. ANNUAL ACCOUNTING: The SQUAD shall annually submit an independently audited financial report to the TOWNSHIP Clerk setting out and describing their financial condition to the satisfaction of the TOWNSHIP Committee no later than August 15 each year. The accounting shall report on the prior year’s fiscal activity which ended on December 31 of the prior year.

13. MEDICAL BILLING: The SQUAD will bill the TOWNSHIP resident’s third-party payor in the normal course, for basic life support and emergency ambulance services received by Tabernacle residents. The TOWNSHIP will pay the SQUAD in a lump sum annually for all uncollected, deductible and out of pocket copayments owed to the Squad for basic life support emergency ambulance services received by Tabernacle residents. This contribution has been recognized as being acceptable under applicable federal law by the Office of Inspector General, U.S. Department of Health and Human Services (“OIG”) pursuant to OIG Advisory Opinion 14-09 for Township residents. Such payments shall be made by the end of January following the end of each calendar year in which services were rendered.

14. EMERGENCY OPERATIONS PLAN: The SQUAD will provide the TOWNSHIP Emergency Management Coordinator with a current copy of its Standard Operating Guidelines for inclusion in the TOWNSHIP Emergency Operation Plan and will provide updated Standard Operating Guidelines for inclusion in the plan from time to time as such are modified in the future.

15. SAVINGS CLAUSE: The terms and provisions of this agreement are subject to such limitations as may be imposed upon either of the parties by statute. Should any provision of this agreement be ruled invalid by a court of competent jurisdiction, such ruling shall not affect the remaining provisions of this agreement.

16. ARBITRATION: Should the parties not be able to reasonably settle a dispute arising out of or relating to this agreement same shall be settled by binding arbitration in Burlington County, New Jersey in accordance with the rules of the American Arbitration Association.

17. MEMBERSHIP: The SQUAD must cause criminal background checks to be performed by the New Jersey State Police on all prospective members before prospective members provide service to the community by being admitted to membership in the SQUAD. If such background checks reveal that a prospective member has a criminal record then such prospective member shall only be approved for membership by the SQUAD with the consent of the TOWNSHIP Committee. In addition, the Squad will verify that no prospective or current members are included within the List of Excluded Individuals and Entities published by the OIG (the “OIG Exclusion List”). Any individual whose name appears on the OIG Exclusion List will not be allowed to participate as a member of the Squad. The TOWNSHIP must be notified of any disciplinary action taken against any SQUAD member as a result of any criminal proceedings.

The SQUAD shall annually provide the TOWNSHIP with updated rosters detailing the names and titles for each SQUAD member. In addition, the SQUAD shall notify the TOWNSHIP Committee and/or any Public Safety Director, as may be appointed from time to time, and OEM when changes to the membership roster occur.

18. ADDITIONAL PROVISIONS:

Nothing herein shall be construed to increase any liability on the part of the SQUAD to the public for errors or omissions in the performance or non-performance of its duties hereunder or pursuant to any other requirement.

The TOWNSHIP shall reimburse members of the SQUAD for the reasonable value associated with any damage to or loss of personal property or the reasonable insurance deductible associated with any damaged or lost property which is insured when such damage or loss is a result of the performance of duty subject to reasonable proof of the value of such losses. Such losses
will be reimbursed on the condition that such members have not been reckless in the performance of their duty and on the condition that they have complied with all laws, regulations and policies in the performance of their duty.

This agreement is the entire agreement between the parties and can only be amended by written agreement between the parties.

In witness thereof, the parties hereto have set their hand and seals or caused their corporate presents to be fixed the day and year first shown above.

______________________  Dated: 1/22/2019
Joseph Barton, Mayor TOWNSHIP of Tabernacle

______________________  Dated: 1/22/2019
Jamie Wood, President Tabernacle Rescue SQUAD

2019 FACILITY USE / LICENSE AGREEMENT
BY AND BETWEEN TABERNACLE TOWNSHIP AND
TABERNACLE RESCUE SQUAD, INC.

This Use Agreement and License is entered into effective January 22, 2019 (“Effective Date”) by and between the TOWNSHIP OF TABERNACLE, of Burlington County, New Jersey (hereinafter referred to as the “TOWNSHIP”), and the TABERNACLE RESCUE SQUAD, INC., a non-profit Corporation of the State of New Jersey (hereinafter referred to as the “Squad”) acting by and through their duly authorized representatives.

For and in consideration of the mutual undertakings hereinafter set forth, the parties agree as follows:

I. License Agreement. The Squad acknowledges that the Township has granted the Squad, and the Squad has accepted a revocable license (this “License Agreement”) to occupy the Premises as described herein subject to the terms and conditions of this License Agreement. This license is provided in connection with the contract for emergency medical services by and between the Squad and the Township as it may exist from time to time. The continued use hereunder is contingent upon the existence of an emergency medical services agreement between the parties. This agreement will terminate simultaneously with the termination of any agreement for the provision of emergency medical services by and between the parties.

The Squad understands that for any reason or for no reason, including but not limited to the Squad’s violation of any of the terms of this License Agreement or violation of the Terms, Provisions, Conditions, Rules and Regulations as adopted from time to time by the Township or if the Squad’s occupancy or use of the Premises violates any laws, rules, or regulations, or for any other reason, the Township may terminate this agreement and send the Squad a Ninety (90) day written notice (a “Revocation Notice”) thereby revoking this License Agreement and any and all rights granted to the Squad hereunder, including without limitation, any right to use and/or occupy the Premises and upon the expiration of such Ninety (90) day period, this License Agreement shall be revoked and any and all rights granted to the Squad hereunder shall expire.

If the Township at any time sends a Revocation Notice, such Revocation Notice shall be sent to the Squad at PO Box 2023 Tabernacle NJ 08088 and the Township’s service of such Revocation Notice may be made, at the Township’s option, by certified mail or by any other method. In the event the Township sends a Revocation Notice by certified mail or otherwise, the Squad acknowledges that such notice shall be effective Ninety (90) days after mailing.

In the event that the Township elects to serve the Ninety (90) day notice as aforesaid, the Squad agrees that upon the expiration of the Ninety (90) day period, this License and all rights of the Squad pursuant to the License Agreement and/or by virtue of any law, statute, ordinance, rule or regulation, shall have expired, ceased, and come to an end as if the date contained in such notice were the date contained herein as the termination date of this License Agreement and the Squad agrees to promptly vacate the Premises.

The Squad agrees to indemnify and hold the Township harmless from all liability, costs, and damages (including attorney’s fees incurred by the Township) arising from the Squad’s failure to promptly vacate the Premises as required hereunder upon the Township’s election to terminate this License Agreement and revoke the license hereunder as aforesaid. The Squad shall, upon demand, at any time or times (after notice as aforesaid is rendered by the Township) execute, acknowledge, and deliver
to the Township, without expense to the Township, any and all instruments that may be necessary and proper to evidence the surrender of the Premises to the Township and/or recovery of exclusive possession of the Premises by the Township.

II. Description of Premises. The Township agrees to permit the shared use of its facilities known as Block 404, Lot 16.11, on the municipal tax map, and commonly referred to as the Tabernacle Emergency Services Building located at 134 New Road, Tabernacle, NJ, hereinafter called the “Premises”, for an unspecified term.

III. Use of Premises. The Squad shall have shared use of the Premises for providing the Township with necessary emergency medical, ambulance and rescue services 24 hours a day, seven (7) days a week, consistent with reasonable emergency medical service practices and procedures under the direction of the Chief of the Tabernacle Rescue Squad, Inc. and in coordination with the Township Administrator or Public Safety Director and the Tabernacle Office of Emergency Management consistent with the Squad’s agreement for the provision of emergency medical and rescue services with the Township of Tabernacle.

The Township Committee in coordination with the Township Administrator or Public Safety Director shall always determine how to dedicate and distribute use of the space in the Premises among the township users of the building while accommodating the delivery of services by the Squad under any agreement for the provision of emergency medical services as may exist from time to time between the parties. The Squad will not have exclusive possession of any area included within the Premises or outside of the Premises. Without limiting the foregoing, the Squad agrees specifically to accommodate the placement of at least one fire apparatus in the Premises. At a minimum the Squad will enjoy use of at least six (6) of the eight (8) garage bays, the training area supply room, the engineer room, the supply room and two (2) offices. The Squad will also enjoy use of the file room and be permitted to secure the file room in accordance with HIPPA regulations.

The Squad will coordinate its activities and occupancy with any and all other Township officials, volunteers and employees who are provided shared occupancy for public purposes as deemed appropriate by the Township. Without limiting same, the Squad’s occupancy will be in conjunction with the use of the building by the Township Office of Emergency Management, the Pinelands Regional CERT, any subordinate substation uses by fire company personnel authorized to occupy the premises and any other persons so designated by the Township. The Township Administrator or Public Safety Director shall determine who has and maintains keyed access to the Premises.

The Squad shall not engage in any business on the Premises or do anything in connection therewith which shall be in violation of any existing State or Federal law or municipal ordinances.

All activities conducted on the Premises and use made thereof shall be so conducted as not to constitute a nuisance or annoy adjoining property owners.

The Township reserves and maintains sole and exclusive possession of the premises subject to this License Agreement. The Township reserves their right to exclude any individual or group from the Premises based on conduct, which it determines in its sole discretion, to be objectionable or contrary to the Township’s interests. The Squad hereby consents to the exercise of such authority by the municipality over its officials, officers, agents, members and guests.

The Township may establish and publish rules and regulations and amend same from time to time for the use of the premises and facilities designed to protect the premises and facilities from damage or abuse, to assure the maintenance of order and to protect the safety and welfare, as well as, the health of persons using such facilities. The Squad agrees to be bound by the Rules and Regulations established by the Township with respect to the use and occupancy of the Premises, as same may hereafter be amended, all of which are deemed to be incorporated herein and made a part hereof. No alcoholic beverages are permitted on the premises. No tobacco use shall be permitted on the premises.

The Squad understands and agrees that it may not cause, maintain, or permit conditions in the Premises which do not meet reasonable standards of cleanliness and order and/or which inhibit the Township from utilizing the Premises for its purposes and/or which require the Township to cure the conditions by incurring additional expenses and/or which cause damage to the Premises, furnishings or fixtures.

The Township hereby designates and authorizes the Township Administrator and/or Public Safety Director as its agent for the purpose of exercising the Township’s rights and obligations under this agreement.

IV. Occupancy Fee. The Squad will pay an annual occupancy fee in the amount of $1.00.
V. Maintenance and Utilities. The Squad shall be responsible for and pay for any and all costs associated with cleaning the premises, repairs to or replacement of kitchen appliances, vending machines, washing machines, ice machines and/or air compressors.

The Squad shall be responsible for any and all costs associated with overhead door maintenance and landscaping maintenance. The Squad shall keep the grounds in a landscaped and maintained condition to the satisfaction of the Township.

The Township will be responsible for and shall pay for all routine non-structural building maintenance and repair costs associated with all regular maintenance of the Premises.

The Township shall be responsible for and pay any and all costs associated with maintenance of the emergency stand-by generator, maintenance and upkeep of the heating and air conditioning systems, trash service to the premises, regular mowing of the training and exercise yard and any and all major building and/or roof repairs.

The Township and the Squad will share equally all costs associated with phone system repairs and copier repairs.

The Squad shall pay for the costs attributed to its phone lines and the Township will pay for the costs associated with the Township phone lines servicing the building.

The Squad shall be responsible for and pay for electric and internet service to the premises.

The Squad shall be responsible for and pay for natural gas service to the premises.

The Township shall be responsible for and pay for all other utilities not specifically mentioned herein.

Any and all costs associated with the operation and maintenance of the vehicle wash bay located at the premises will be divided equally between the Township, the Squad and the Tabernacle Fire Company No. 1. Any future use of the vehicle wash bay by others will be billed at the discretion of the Township.

VI. Assignment of License. The Squad shall not assign its rights under this license agreement nor shall it license the premises or any portion thereof to any third party.

VII. Non-discrimination. During the occupancy and performance of its respective duties and responsibilities as related to this License Agreement, the Squad shall not discriminate on the basis of race, creed, color, age, national origin, religion, sex or disability in accordance with current State or Federal laws.

VIII. Indemnification/Insurance. The Squad understands that the Township's insurance does not protect the Squad’s personal property, whether located on the Premises or elsewhere in the Building, due to loss or damage from fire, water, theft, or other causes.

The Township will obtain and maintain insurance, at its sole cost and expense, protecting the building against loss due to fire or another casualty.

IX. Use by the Township. The Township reserves the right to utilize the entirety of the premises on reasonable notice to the Squad for any reason. No portion of the Premises is exclusively reserved to the Squad with the exception the office space, as specified from time to time and the file room occupied by the SQUAD in accordance with paragraph III hereof.

X. Arbitration. Should the parties not be able to reasonably settle a dispute arising out of or relating to this agreement same shall be settled by binding arbitration in Burlington County, New Jersey in accordance with the rules of the American Arbitration Association.

XI. Independent Agent. Nothing contained herein shall be deemed or construed by the parties hereto or by any third-party as creating the relationship of principal and agent, partners, joint venture or other similar such relationship between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto create a relationship other than the relationship of licensor and licensee.

XII. Amendments, Governing Law and Venue. Amendments and alterations to this Agreement shall be in writing. This Agreement shall be governed by the laws of the State of New Jersey and the parties agree that this Agreement is performed in Burlington County, New Jersey.
XIII. **Severability.** If any provision of this Agreement shall fail or be stricken for any reason whatsoever, the remainder of this Agreement shall remain in full force and effect.

This Agreement is made and entered into on the 22nd day of 2019.

**TABERNACLE RESCUE SQUAD, INC.**  
**TABERNACLE TOWNSHIP**

**By:** Jamie Wood, President  
**By:** Joseph Barton, Mayor

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<th>VOTE ON ADOPTION</th>
<th>Moved</th>
<th>Seconded</th>
<th>Ayes</th>
<th>Nays</th>
<th>Absent</th>
<th>Abstain</th>
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<td>Joseph W. Barton</td>
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<td>Kimberly A. Brown</td>
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<td>Stephen V. Lee, IV</td>
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- On a motion made by Mr. Moore, seconded by Ms. Brown, Resolution 2019-41 was offered for adoption.

**Discussion:** Mr. Moore, Public Safety Liaison explained that extensive negotiations. An acceptable agreement has been reached.

Solicitor Lange explained there was thorough and detailed discussion in the Executive Session regarding the terms and conditions along with benefits for all concerned with a fair and complete understanding.

Mayor Barton spoke of this process that has taken many years and thank Mr. Moore for volunteering as Liaison for Public Safety; explained his point of view during all of the negotiations. Mayor Barton is convinced this a very good contract which last into the future to serve the residents. There will be a joint rescue and anyone from the Fire Company that would like to be part of the rescue will be able to be a part of the rescue. Mayor Barton is confident that all parties will work together to move this in a positive manner.

**Roll Call:** Brown, Moore, Yates, Barton  
**Ayes:** 4  
**Nays:** 0  
**Absent:** 1  
**Motion carried**

**Public Comment**

Stuart Brooks, Moores Meadow Road, spoke of working out a great contract and commented the public not being included in any discussions for the TRS contract; commented on the replacement for Public Safety Director.

Sean Colton, Medford Lakes Road, spoke of attesting the Fire Company #1 will not work with the squad; spoke of writing a letter for the leave of absence leader and being treated unfairly by leadership. Is turning in all equipment to the attorney and will ask for a receipt so he will not be accused of being a thief. Will provide a resignation and would be happy to return when the leadership has changed at Tabernacle Fire Company #1.

Jamie Wood, President of Tabernacle Rescue Squad, thanked Mayor Barton and appreciates Mr. Moore and appreciates him going forward with the TRS Contract.

Fran Brooks, questioned as to why the CFO was in closed session for discussion of closed session items; questions the other liaison appointments for other departments, such as the salary of the deputy court administrator; questioned if there were any further discussion regarding moving Town Hall and Public Works; questioned if the TRS Contract will be made public.

William Lowe, Hidden Acres Drive. Would like to encourage the Township Committee to look at the Sequoia School for other options, such as a library and/or community center; petition for referendum, discuss in public.

Kathy Berger, Woodside Drive, spoke about a submitting an OPRA request of the draft document because she is entitled to it. Spoke of the Committee doing a disservice to the public when they are not transparent and has asked this in the past.

Solicitor Lange commented on Ms. Burger concerns and asked for her opinion on how the Township Committee should have addressed the matter; explained the Committee members did not know that they were actually going to take action. It is appropriate to negotiate in private.
The document will be placed on the Township website so it is immediately available.

**Adjournment:** Seeing no further business members of the Township Committee adjourned Tabernacle Township January 22, 2018 meeting at 9:25 PM. The motion was made by Ms. Brown, seconded by Mr. Yates.

**Roll Call:**  Brown, Moore, Yates, Barton  Ayes: 4  Nays: 0  Absent: 1  Carried

Respectfully submitted,

La Shawn R. Barber, RMC/CMR
Municipal Clerk

Approved: 04/29/2019