

**MINUTES  
BOROUGH OF FOLSOM  
RE-ORGANIZATION MEETING  
JANUARY 2, 2013**

**MEETING CALLED TO ORDER AT 7:06PM**

**SALUTE TO THE FLAG**

**OPENING STATEMENT:** Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice of this meeting has been advertised in the Hammonton News and has been posted on the Borough Hall bulletin board showing the time and place of said meeting.

**INVOCATION: JUDGE FRANK RASO**

**ADMINISTERING OATHS OF OFFICE:**

Judge Frank Raso administered the Oath of Office to:

Councilman Byron Gummoe  
Councilman Kyle Smith

**ROLL CALL:** Councilpersons Gazzara, Schenker, Esposito, Kemmerer, Gummoe and Smith

Also present: Attorney Michael Malinsky and Mayor Tom Ballistreri

Councilman Kemmerer was nominated for Council President by Councilman Schenker seconded by Councilman Esposito. There was a roll call vote with ayes all.

**RESOLUTIONS:**

**Consent Agenda:** All matters listed under Consent Agenda, are considered to be routine by this Borough Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

**RESOLUTION 2013-01  
BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING THE ANNUAL SCHEDULE OF WORKSHOP AND  
REGULAR MEETINGS OF THE BOROUGH OF FOLSOM COUNCIL FOR THE CALENDAR  
YEAR 2013**

**BE IT RESOLVED BY THE COUNCIL OF THE BOROUGH OF FOLSOM** as follows:

Workshop and Regular meetings of the Mayor and Council of the Borough of Folsom are to be held at the Municipal Building, 1700 12<sup>th</sup> Street, Folsom, NJ. The Workshop Meeting will start at 6:30

PM and the Regular Meeting at 7:00 PM according to the following schedule for the period of January 1, 2013 through to December 31, 2013 along with the reorganization meeting of 2014 inclusive:

January 9, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
February 13, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
March 13, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
April 10, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
May 08, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
June 12, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
July 10, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
August 14, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
September 11, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
October 09, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
November 13, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
December 11, 2013	Wednesday	6:30 PM	30 minute Workshop/Regular Meeting
January 8, 2014	Wednesday	6:30 PM	Reorganization Meeting

**NOW, THEREFORE BE IT RESOLVED**, the meetings will be advertised in our official newspapers of publication, the Hammonton News and The Press of Atlantic City.

**RESOLUTION 2013-02**  
**BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING THE RULES THAT APPLY TO ALL MEETINGS**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Folsom, that in accordance with Chapter 231, Public Law 1975 the following rules will apply to all meetings of the Borough Council during the year 2013.

- 1) Regular meetings will be held on the second Wednesday of each month starting with a workshop at 6:30PM at the Borough Hall and maybe postponed to a later date upon proper approval of the Governing Body.
- 2) The Mayor, for matters of importance, may hold special meetings provided that proper notice is given to all members of the Governing Body at least 48 hours in advance of the Special meeting in accordance with the Open Public meetings Act.
- 3) Notice of all regular and postponed meetings will be given to the Hammonton News at least 48 hours in advance of the meeting date. Special meeting notice will be given as soon as possible. All changes in meeting notices will be posted on the bulletin board at the Borough Hall.
- 4) Emergency meeting of the Governing Body maybe held, however, only the emergency matter may be discussed or acted upon.
- 5) Minutes of all meetings upon adoption will be available for inspection by the public at the Clerk's Office prior to the next regular meeting.
- 6) The Agenda for all regular meetings will be as follows:
  - a) Call meeting to order
  - b) Flag Salute
  - c) Opening Statement
  - d) Roll Call
  - e) Approval of Minutes
  - f) Reports
  - g) Comments of the public

- h) Correspondence
- i) Introduction/adoption of Ordinances
- j) Resolutions
- k) Reports
- l) Comments from the public on Reports
- m) Approval of the bill list
- n) Adjournment

**RESOLUTION 2013-03  
BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN  
CONTRACT FOR AUDITOR FOR THE YEAR 2013**

**WHEREAS**, N.J.S.A. 40A:5-4 provides that the Governing Body of every local unit shall cause an annual audit of its books, accounts and financial transactions to be made after the close of the fiscal year and for that purpose shall employ a Registered Municipal Accountant of the State of New Jersey; and

**WHEREAS**, the Borough of Folsom has procured the audit as a NON-FAIR AND OPEN contract pursuant to the provisions of N.J.S.A 10:44A-20.4 (or 20.5 as appropriate); and

**WHEREAS**, the Chief Financial Officer has determined and certified in writing that the value of the contract may exceed **\$17,500**; and,

**WHEREAS**, the anticipated term of this contract is one year and may be extended as approved by the Governing Body; and

**WHEREAS**, Ford, Scott & Associates, LLC has submitted a proposal dated **December 17, 2012** indicating they will provide the audit for a fee of **\$18,500** and

**WHEREAS**, Ford, Scott & Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Ford, Scott & Associates, LLC has not made any reportable contributions to a political or candidate committee in the Borough of Folsom in the previous one year, and that the contract will prohibit Ford, Scott & Associates, LLC from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that the Resolution authorizing the award of contracts for "Professional Services", must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Folsom, County of Atlantic, State of New Jersey that:

The Borough Council authorizes the Mayor to enter into a contract with Robert E. Swartz, CPA, RMA of Ford, Scott & Associates, LLC as described herein; and,

That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.

That a copy of this Resolution be published in the Hammonton News, as required by law, within ten (10) days of its passage.

That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein in verbatim.

That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

**RESOLUTION 2013-04**  
**BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF A  
BOROUGH PROSECUTOR**

**WHEREAS**, there exists a need for a Borough Prosecutor for the Borough of Folsom; and

**WHEREAS**, the Local Public contracts Law N.J.S.A. 40A: 11 et seq. requires that the resolution authorizing the award of contract for “Professional Services” without competitive bids must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Folsom, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Council of the Borough of Folsom are hereby authorized to execute the agreement with Michele Verno, Esq., as Borough Prosecutor, and Shirley Grasso Esq., as the alternate Prosecutor, for a term of one year.
2. That said contract in the amount set forth by the attached agreement is awarded without competitive bidding as a “Professional Service” under the Provisions of the Local Public Contracts Law.
3. A copy of this resolution shall be published in the Hammonton News within 10 days of its passage, and shall be available for public inspection along with the contract in the office of the Folsom Municipal Clerk.

**RESOLUTION 2013-05**  
**BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF A  
BOROUGH PUBLIC DEFENDER**

**WHEREAS**, there exists a need for a Borough Public Defender for the Borough of Folsom; and

**WHEREAS**, the Local Public contracts Law N.J.S.A. 40A:11 et seq. requires that the resolution authorizing the award of contract for “Professional Services” without competitive bids must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Folsom, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Council of the Borough of Folsom are hereby authorized to execute the agreement with Charles E. Woolson, Esq., Hammonton, New Jersey, for a term of one year.
2. That said contract in the amount set forth by the attached agreement is awarded without competitive bidding as a "Professional Service" under the Provisions of the Local Public Contracts Law.
3. A copy of this resolution shall be published in the Hammonton News within 10 days of its passage, and shall be available for public inspection along with the contract in the office of the Folsom Municipal Clerk.

**RESOLUTION 2013-06  
BOROUGH OF FOLSOM**

**A RESOLUTION DESIGNATING BANKS AND SIGNATORIES FOR THE BOROUGH  
OF FOLSOM**

**WHEREAS**, N.J.S.A. 40A:5-14 mandates that the governing body of a municipal corporation shall, by resolution pass by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state;

**NOW, THEREFORE, BE IT RESOLVED**, on the January 2<sup>th</sup> 2013, by the Council of the Borough of Folsom, County of Atlantic, and State of New Jersey, that:

Sun Bank, TD Bank, Select Bank and Wachovia Bank

**and/or any banking institution licensed to do business in the State of New Jersey or federally be and are hereby designated as depositories for the Borough of Folsom for the year 2013.**

Prior to the deposit of any municipal funds in the above mentioned depositories, said bank shall file with the Chief Financial Officer a statement indicating that the bank is covered under the Government Units Deposit Protection Act (R.S. 17:9-41).

**BE IT RESOLVED**, by the Council of the Borough of Folsom that the following Borough Officials are hereby authorized to sign checks, withdrawal slips and initiate electronic file transfers. The primary governmental accounts require the original signature of the Chief Financial Officer, countersigned by two of the following: the Municipal Clerk, Mayor or Council President. These accounts include the following: Current Account, Community Events Account, Dog License Trust, Escrow Review Trust, Unemployment Trust, Capital Account, and Small Cities Account.

Dawn Stollenwerk, Chief Financial Officer

Patricia M. Gatto, Acting Municipal Clerk  
Thomas Ballistreri, Mayor  
Council President Gary Kemmerer

The Payroll Account requires the signatures of the Chief Financial Officer, Municipal Clerk and Mayor. Laser and electronic signatures are permitted on payroll checks and payroll tax forms.

**BE IT FURTHER RESOLVED**, the following officials are authorized to initiate transactions on the following trust and operational accounts:

TTL Redemption Account: Tax Collector, Bertha Cappuccio  
Chief Financial Officer, Dawn Stollenwerk

Construction Official's Account: Chief Financial Officer, Dawn Stollenwerk  
(2 of 3 signatures) Acting Municipal Clerk, Patricia M. Gatto  
Construction Official, Patrick Newton

**BE IT FURTHER RESOLVED**, that signature cards with the signatures of the authorized officials be forwarded to all Township Depositories.

**RESOLUTION 2013-07**  
**BOROUGH OF FOLSOM**

**A RESOLUTION ADOPTING THE CASH MANAGEMENT PLAN FOR THE BOROUGH OF FOLSOM**

**WHEREAS**, it is the desire of the Council of the Borough of Folsom to adopt a cash management plan in accordance with N.J.S.A. 40A: 5-14; and

**WHEREAS**, the Borough is authorized to invest idle funds in accordance with N.J.S.A.5: 15-1, as well as the following Governmental Unit Depository Protection Act (GUDPA) approved banks;

**WHEREAS**, the Chief Financial Officer will provide the Governing Body with a monthly report that summarizes:

1. All investments made or redeemed over the past month
2. Each Organization holding local unit funds
3. The amount of securities purchased, book value, earned income, fees incurred, and market value of all investments as of the report date and;
4. Other information that the governing body may request

**WHEREAS**, provided that local unit funds are deposited or invested as designated or authorized by this cash management plan, the Chief Financial Officer is relieved of any liability for any loss of such monies due to the insolvency of closing of any depository designed by or for the decrease in value of any investment authorized by the cash management plan;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Folsom that Sun Bank, TD Bank, Select Bank and Wachovia Bank be and the same are hereby designated the official Depositories of the Borough of Folsom; and

**BE IT RESOLVED**, that the above cash management plan be adopted by the Borough of Folsom, County of Atlantic, State of New Jersey effective for the 2013 calendar year.

**RESOLUTION 2013-08**  
**BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING A RATE OF INTEREST FOR NON-PAYMENT OF TAXES**

**WHEREAS**, N.J.S.A. 54: 5-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments subject to any abatement or discount for the payment of taxes as provided by law.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Folsom, County of Atlantic and State of New Jersey, as follows:

The Tax Collector is hereby authorized and directed to charge eight percent (8%) per annum on the first \$1,500.00 of taxes becoming delinquent as due date and eighteen percent (18%) per annum on any amount of taxes in excess of \$1,500.00 becoming delinquent after the due date and if a delinquency is in excess of \$10,000.00 and remains in arrears beyond December 31<sup>st</sup>, an additional penalty of six percent (6%) shall be charged against the delinquency.

There will be a ten (10) day grace period of quarterly tax payments made by cash, check, or money order. If payments are not received within the grace period, interest is then calculated from the date when the payment was originally due, until the date of actual payment.

***RESOLUTION 2013-09***

**BOROUGH OF FOLSOM**

**A RESOLUTION LISTING THE LEGAL HOLIDAYS FOR THE BOROUGH**

**WHEREAS**, the following days will be observed in the borough and for the convenience of the residents the list of holidays are:

Martin Luther King's Birthday	Monday	January 21, 2013
President's Day	Monday	February 18, 2013
Good Friday	Friday	March 29, 2013

Memorial Day	Monday	May 27, 2013
Independence Day	Thursday	July 4, 2013
Labor Day	Monday	September 2, 2013
Columbus Day	Monday	October 14, 2013
General Election Day	Tuesday	November 5, 2013
Veteran's Day	Monday	November 11, 2013
Thanksgiving Day	Thursday	November 28, 2013
Day after Thanksgiving	Friday	November 29, 2013
Christmas Eve	Tuesday	December 24, 2013
Christmas Day	Wednesday	December 25, 2013
New Year's Day	Wednesday	January 1, 2014

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Folsom, County of Atlantic, state of New Jersey.

**RESOLUTION 2013-10**  
**BOROUGH OF FOLSOM**

**A RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE BOROUGH OF FOLSOM**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Folsom that, namely

***THE HAMMONTON NEWS***

**THE PRESS OF ATLANTIC CITY**

be and are hereby designated as the Official Newspapers of the Borough of Folsom for the publication of such Legal Notices as shall be required during the year 2013.

**RESOLUTION 2013-11**  
**BOROUGH OF FOLSOM**

**A RESOLUTION ESTABLISHING A MILEAGE RATE FOR AUTOMOBILE USE**

**WHEREAS**, the Borough of Folsom has previously established a mileage allowance to reimburse its employees, officers, and agents for employment connected business use of personal automobiles in accordance with the rate allowed by the Internal Revenue Service; and

**WHEREAS**, the Internal Revenue Service has announced that for business use the mileage allowance is now increased to 56.5 cents per mile (Adv Rev Proc 99-38, Sec.5.01): and

**WHEREAS**, the mileage allowance is intended to reimburse all vehicle related expenses including maintenance, repairs, tire, gas, oil, insurance, license, and registration fees, but not including parking fees and tolls which may be separately reimbursed when appropriate.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Folsom, County of Atlantic, State of New Jersey as follows:

1. The Mayor and Council of the Borough of Folsom do hereby establish 56.5 cents per mile as the rate for reimbursement of employment related use of personnel automobiles in accordance with applicable guidelines and standards for such use and reimbursement.
2. The mileage rate of 56.5 cents shall be effective immediately and shall apply to all outstanding and future reimbursement payments to be made by the Borough.
3. A mileage rate of 56.5 cents shall remain in effect for the year 2013 and until revised by the Borough, but in no event shall the mileage paid by the Borough exceed the then applicable maximum mileage rate allowed by the Internal Revenue Service.

**RESOLUTION 2013-12  
BOROUGH OF FOLSOM**

**A RESOLUTION CONFIRMING MEETINGS  
OF BOROUGH COMMITTEES FOR THE YEAR 2013**

**BE IT RESOLVED BY THE COUNCIL OF THE BOROUGH OF FOLSOM, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY, THAT**

- 1) The dates, times and places of meetings of Folsom Boards and Committees shall be as follows:

Environmental Committee	1 <sup>st</sup> Thursday	7:30 pm
Planning/Zoning Board	3 <sup>rd</sup> Wednesday	7:00 pm
Shade Tree	2 <sup>nd</sup> Tuesday	6:30 pm
Park Commission	2 <sup>nd</sup> Tuesday	7:30 pm
Council Meetings	2 <sup>nd</sup> Wednesday	6:30 pm
Historical Society	2 <sup>nd</sup> Monday	7:30 pm

- 2) This Resolution shall be viewed on Channel 9, of the Borough of Folsom, and a copy shall remain posted in the Lobby of the Borough Hall.
- 3) This Resolution is effective immediately.

**RESOLUTION 2013-13**  
**BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF A  
BOND COUNSEL**

**WHEREAS**, there exists a need for Bond Counsel for the Borough of Folsom; and

**WHEREAS**, the Local Public contracts Law N.J.S.A. 40A: 11 et seq. requires that the resolution authorizing the award of contract for “Professional Services” without competitive bids must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Folsom, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Borough Council of the Borough of Folsom are hereby authorized to execute the agreement with Joel M. Fleishman from Fleishman, Daniels Law Offices, 1001 Tilton Road, Suite 203, PO Box 55, Northfield, NJ 08225 for the year 2013.
2. That said contract in the amount set forth by the conditions set forth in the attached contract is awarded without competitive bidding as a “Professional Service” under the Provisions of the Local Public Contracts Law.
3. A copy of this resolution shall be published in the Hammonton News within 10 days of its passage, and shall be available for public inspection along with the contract in the office of the Folsom Municipal Clerk.

**RESOLUTION 2013-14**  
**BOROUGH OF FOLSOM**

**A RESOLUTION TO APPOINT COMMISSION APPOINTMENTS FOR 2013**

<b>Planning/Zoning Board</b>	3 year	Joel Spiegel	12/31/15
	3 year	Rich Levey	12/31/14
	3 year	Charles Pitale	12/31/13
	3 year	John Hehre	12/31/15
	3 year	Joe Pino	12/31/15
	3 year	Glen Smith	12/31/14

Alternate I	2 year	Jerome Hoffman	12/31/13
Alternate II	Vacant		
Class I	1 year	Tom Ballistreri	12/31/13
Class II	1 year	John LaPollo	12/31/13
Class III	1 year	Gary Kemmerer	12/31/13

**Environmental Commission**

Chairman	3 year	Joel Spiegel	12/31/13
	3 year	Vacant	
	3 year	Charles Pitale	12/31/14
	3 year	Vacant	
	3 year	Vacant	

Advisory Panel

Class I	3 year	Tom Ballistreri	12/31/13
Class II	3 year	Greg Schenker	12/31/13

**Park Commission**

Chairman	5 year	Joe Pino	12/31/14
	5 year	Mike Earling	12/31/15
	5 year	Ron Esposito	12/31/15
	5 year	Vacant	12/31/15
	5 year	Joe DeMeglio	12/31/15
Council Rep.	5 year	Greg Schenker	12/31/15
Council Rep.	5 year	Gary Kemmerer	12/31/15

**Shade Tree Commission**

Chairman	3 year	Jack Anastasia	12/31/13
	3 year	Charles Pitale	12/31/13
	3 year	Pam Costa	12/31/13
	3 year	Harold Parker	12/31/13
Council Rep.	1 year	Byron Gummoe	12/31/13
	1 year	Kyle Smith	12/31/13

**Emergency Management**

Coordinator	3 year	John LaPollo	12/31/13
Deputy Coordinator	3 year	Tom Ballistreri	12/31/13

Emergency Management Council

	3 year	Ronald Esposito	12/31/13
	3 year	Byron Gummo	12/31/13
	3 year	Gary Kemmerer	12/31/13
	3 year	Kyle Smith	12/31/13
	3 year	Jack Anastasia	12/31/13
	3 year	Greg Schenker	12/31/13
<b>Recycling Coordinator</b>	1 year	John LaPollo	12/31/13
<b>Animal Control</b>	3 year	Tri County	12/31/13
<b>Zoning Officer</b>	1 year	John LaPollo	12/31/13

**NOW, THEREFORE BE IT RESOLVED**, that the foregoing appointments were adopted at the regular meeting of Mayor and Council on January 2, 2013 in the Borough of Folsom, County of Atlantic, State of New Jersey.

**RESOLUTION 2013-15**  
**BOROUGH OF FOLSOM**

**A RESOLUTION REMINDING THE PUBLIC OF THE TIME CAPSULE IN  
BOROUGH HALL AND ENSURING IT TO BE OPENED IN THE YEAR 2056**

**WHEREAS**, there is a need to provide an annual reminder to the residents of Folsom that a Time Capsule exists within Borough Hall and has an opening date; and

**WHEREAS**, the Mayor and Council request a Resolution be drafted every year as a reminder for the opening of the Time Capsule in the year 2056, month of May.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Folsom hereby reminds the residents of the Folsom that the Time Capsule is located in the Borough of Folsom Municipal Hall, 1700 12<sup>th</sup> Street, Folsom, New Jersey and is to be opened in 2056 in the month of May.

**RESOLUTION 2013-16**

**BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR LEGAL  
SERVICES FROM FITZGERALD, MCGROARTY & MALINSKY**

**WHEREAS**, there exists a need for legal services to be provided to the Borough for the handling of litigation and similar matters and

**WHEREAS**, the Local Public Contracts Law N.J.S.A. 40A:11et seq. requires that the resolution authorizing the award of contract for “Professional Services” without competitive bids must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Folsom, in the County of Atlantic and State of New Jersey as follows:

1. That the Mayor and Borough Council of the Borough of Folsom are hereby authorized to execute the agreement with the law firm of Fitzgerald, McGroarty & Malinsky, for a term of one year in accordance with N.J.S.A. 40A:9-139.
2. That said contract in the amount set forth by the attached agreement is awarded without competitive bidding as a “Professional Service” under the Provisions of the Local Public Contracts Law.
3. A copy of this Resolution shall be published in the Hammonton News within 10 days of its passage, and shall be available for public inspection along with the contract in the office of the Folsom Municipal Clerk.

## **RESOLUTION 2013-17**

### **BOROUGH OF FOLSOM**

#### **A RESOLUTION AUTHORIZING THE APPOINTMENT OF MICHAEL J. FITZGERALD, ESQUIRE, AS MUNICIPAL ATTORNEY FOR THE BOROUGH OF FOLSOM**

**WHEREAS**, N.J.S.A. 40A:9-139 requires that every municipality appoint a municipal attorney.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Folsom, in the County of Atlantic and State of New Jersey as follows:

1. That the Mayor and Borough Council of the Borough of Folsom are hereby authorized to execute the agreement with Michael J. Fitzgerald, Esquire, for a term of one year in accordance with N.J.S.A. 40A:9-139.
2. A copy of this Resolution shall be published in the Hammonton News within 10 days of its passage, and shall be available for public inspection along with the contract in the office of the Folsom Municipal Clerk.

**RESOLUTION 2013-18**  
**BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF A  
BOROUGH ENGINEER**

**WHEREAS**, there exists a need for a Borough Engineer for the Borough of Folsom; and

**WHEREAS**, the Local Public contracts Law N.J.S.A. 40A: 11 et seq. requires that the resolution authorizing the award of contract for “Professional Services” without competitive bids must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Folsom, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Borough Council of the Borough of Folsom are hereby authorized to execute the agreement with Polistina and Associates, New Jersey, for a term of three (3) years.
2. That said contract in the amount set forth by the Borough Salary Ordinance under the terms and conditions set forth in the attached contract is awarded without competitive bidding as a “Professional Service” under the Provisions of the Local Public Contracts Law.
3. A copy of this resolution shall be published in the Hammonton News within 10 days of its passage, and shall be available for public inspection along with the contract in the office of the Folsom Municipal Clerk.

**RESOLUTION 2013-19**  
**BOROUGH OF FOLSOM**

***2013 TEMPORARY BUDGET APPROPRIATIONS***

**WHEREAS**, NJSA 40A; 4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2013 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided; and

**WHEREAS**, the date of this resolution is within the first thirty days of January, 2013; and

**WHEREAS**, the total appropriations in the 2012 budget, exclusive of any appropriations made for interest and debt redemption charges, and capital improvement fund in the sum of \$1,143,537.68; and

**WHEREAS**, the twenty-six and one quarter percent the total appropriations in the 2012 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund in said 2012 budget is the sum of \$300,178.64;

**NOW, THEREFORE, BE IT RESOLVED** that the following appropriations be made and that a certified copy of this resolution be transmitted to the Borough “Chief Financial Officer” for her records.

#### **TEMPORARY BUDGET APPROPRIATIONS 2012**

Clerk	
Salaries & Wages	20,000.00
Other Expenses	4,000.00
Council	
Salaries & Wages	5,000.00
Other Expenses	500.00
Financial Administration	
Salaries & Wages	4,000.00
Other Expenses	1,500.00
Audit Services	5,000.00
Assessment of Taxes	
Salaries & Wages	4,000.00
Other Expenses	500.00
Collection of Taxes	
Salaries & Wages	4,500.00
Other Expenses	500.00
Legal Services	
Other Expenses	5,000.00
Engineer	
Other Expenses	5,000.00
Prosecutor	
Other Expenses	2,500.00
Public Defender	
Salaries & Wages	1000.00
Public Buildings & Grounds	
Other Expenses	6,000.00

Planning Board		
Salaries & Wages	4,000.00	
Other Expenses	500.00	
Environmental Commission		
Other Expenses	500.00	
Insurance:		
Group Insurance	25,000.00	
Worker's Compensation	7000.00	
Liability Insurance	7000.00	
Emergency Management		
Salaries & Wages	500.00	
Fire Services		
Salaries & Wages	1,000.00	
Other Expenses	5,000.00	
Public Works		
Salaries & Wages	45,000.00	
Other Expenses	7,000.00	
Vehicle Maintenance	5,000.00	
Solid Waste Collection		
Salaries & Wages	0.00	
Other Expenses	20,000.00	
Solid Waste Disposal	25,000.00	
Parks & Recreation		
Other Expenses	2,500.00	
Dog Regulation		
Other Expenses	3,500.00	
Utilities		
Electricity & Natural Gas	7,000.00	
Petroleum Products	10,000.00	
Telephone	5,000.00	
Social Security	8,000.00	
Municipal Court		
Salaries & Wages	15,000.00	
Other Expenses	3,000.00	
Construction Official		
Salaries & Wages	12,000.00	
Other Expenses	2,500.00	
<b>Total Within CAPS</b>		<b>290,000.00</b>
LOSAP	4,000.00	
Dispatch/911	6,000.00	
<b>Total Per 26.25% limit</b>		<b>300,000.00</b>
Payment of Bond Principal	16,698.00	

Interest on Bonds	17,864.00	
<b>Total Temporary Budget</b>		<b>334,562.00</b>
2011 Budget Approp	1,178,099.68	
Less :		
Capital Improvements	0.00	
Debt Service	<u>34,562.00</u>	
	1,143,537.68	
Maximum Allowed (26.25%)		<b>300,178.64</b>

**RESOLUTION 2013-20**  
**BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED  
STATE CONTRACT VENDORS FOR CONTRACTING UNITS  
PURSUANT TO N.J.S.A. 40A:11-12a**

**WHEREAS**, the Borough of Folsom, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-72.9(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contract entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**WHEREAS**, the Borough of Folsom has the need on a timely basis to purchase goods or services utilizing State contracts; and

**WHEREAS**, the Borough of Folsom intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the condition applicable to the current State contracts;

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough of Folsom authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; and

**BE IT FURTHER RESOLVED**, that the governing body of the Borough of Folsom pursuant to N.J.A.C. 5:30-5.5(b), the certification of the available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable of certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

**BE IT FURTHER RESOLVED**, that the duration of the contracts between the Borough of Folsom and the Referenced State Contract Vendors shall be from January 1, 2013 to December 31, 2013.

**RESOLUTION 2013-21**  
**BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING THE APPOINTMENT OF A  
PHYSICIAN FOR THE BOROUGH OF FOLSOM FOR THE YEAR OF 2013**

**WHEREAS**, there exists a need for a Physician for the Borough of Folsom; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Folsom, in the County of Atlantic and the State of New Jersey, as follows:

1. That the Mayor and Council of the Borough of Folsom hereby authorize the appointment of Atlantic Care as the Borough Physician for the 2013 year.

**RESOLUTION 2013-22**  
**BOROUGH OF FOLSOM**

**A RESOLUTION DESIGNATING A CONTACT PERSON FOR THE EMPLOYMENT  
PRACTICES LIABILITY ATTORNEY CONSULTATION SERVICE**

**WHEREAS**, the Governing Body of Borough of Folsom hereinafter referred to as "MUNICIPALITY", is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as "FUND"; and

**WHEREAS**, the FUND has purchased Employment Practices Liability coverage from XL Insurance Company; and

**WHEREAS**, XL Insurance has arranged for the Fund members to have access to an EPL HELPLINE service and;

**WHEREAS**, the HELPLINE will provide the following services;

- Attorneys will answer *specific* HR and Employment Law questions
  - Confidential and timely responses
  - Attorney client privilege
  - Via Website/E-mail
  - By Telephone with written follow up response
- On Line Training
  - Managers/Supervisors
  - Slides, Audio, File Downloads
  - Small Chapters
  - Certificates of Completion
- Additional On Line Resources
  - Question of The Month
  - Case of The Month
  - HR Alerts via e-mail and posted on website
  - Federal/State News Updates
  - HR Posters

- Model Policies/Handbook

**WHEREAS**, the FUND requires the MUNICIPALITY to designate specific managerial or supervisory individuals who will have access to the HELPLINE;

**NOW THEREFORE**, be it resolved that the governing body of Borough of Folsom does hereby appoint Patricia M. Gatto as its Contact Person.

**BE IT FURTHER RESOLVED** that the governing body does hereby appoint Greg Schenker as their additional Contact Person.

**RESOLUTION 2013-23**  
**BOROUGH OF FOLSOM**

**A RESOLUTION TO DESIGNATE AN AMBULANCE/RESCUE SERVICE  
AGREEMENT**

his Agreement (the "Agreement") is made and entered into this 1st of January , 2013 by and between AtlantiCare Regional Medical Center, a New Jersey nonprofit corporation, ("AtlantiCare" or "Contractor") and the Borough of Folsom ("City"). AtlantiCare and Borough of Folsom may hereafter be referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS**, AtlantiCare provides basic life support ("EMS") services, with vehicles licensed by the State of New Jersey and certified EMT employees; and

**WHEREAS**, Folsom is faced with a emergent situation involving a threat to pubic health in that its current EMS provider can no longer provide services; and

**WHEREAS**, AtlantiCare has agreed to provide services including an immediate transition of care under the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual promises made herein and the mutual benefits to be derived herefrom, AtlantiCare and Folsom, intending to be legally bound hereby, agree as follows:

**I. Definitions**

**AMBULANCE:** A licensed emergency vehicle equipped and operated in accordance with the standards of the law including NJAC 8:40, the purpose of which is to provide treatment and transportation of the sick and injured to a medical care facility.

**BASIC LIFE SUPPORT ("BLS"):** The standard of medical care rendered, in accordance with professional guidelines and standards, that, based on New Jersey State Law, includes oxygen therapy, basic traumatic life support, basic cardiac life support, airway management, including intubation, use of an automatic external defibrillator, and all other aspects of care as provided for by the EMT-Basic National Curriculum as published by the National Highway Traffic Safety Administration.

**PATIENT:** Any resident or visitor who, based on information received through the dispatch center, is perceived to be in need of medical care.

**PROVIDER:** A State of New Jersey certified emergency health services provider who is authorized by the City to provide emergency health services within the City.

**RESPONSE:** The act of physically proceeding to the location where a patient is at, as defined by information received through the dispatch process.

**RESPONSE TIME:** The period, measured in seconds, from the Contractor's unit's receipt of a call for emergency health services until the unit arrives on location.

**RESIDENT:** A person who, at the time of response, treatment or transport by the Contractor, occupied any type of dwelling including, but not limited to a home, rental unit, motel, hotel, residential living facility, boarding house, medical treatment facility, nursing home, or extended care facility within the geographic boundaries of the City.

**TRANSPORT:** The act of physically moving a patient from one location to another in a professional manner for the purposes of seeking a higher level of emergency care, in adherence with all professional guidelines and standards which may govern the relocation of the patient.

**TREATMENT:** Medical care provided to the patient, including, but not limited to the assessment, stabilization, and provision of medical interventions to a patient.

**VISITOR:** A person who, at the time of response, treatment or transport by the Contractor, was physically located within the geographic bounds of the City, despite the maintenance of a residence outside of the geographic bounds of the City.

## **II. Procedures AND PROGRAM REQUIREMENTS**

### ***A. Program PROCEDURES***

The emergency medical services program procedures for medical services focus upon the provision of an organized system of medical care delivery for Hammonton residents and visitors. They are intended to establish criteria for successful program operations.

The procedures are:

1. To meet the City's obligation to provide emergency medical services to the residents and visitors of the City:
  - as a coordinated and managed system of care;
  - incorporated with the private sector, as a public/private partnership
  - in a fashion that provides geographic and culturally sensitive accessibility;
  - at a price that is competitive, cost effective and within available resources;
  - at an acceptable quality level consistent with community standards of care;
  - in a manner that is strongly anchored in a foundation of accountability for the quality and nature of services provided; and,
  - that capitalizes on existing City and area public services and medical care system resources to facilitate accessibility.
2. To design a delivery system that provides continuity, stability and meets the community standard of care.

### ***B. EMS Resource LOCATION***

Emergency medical services facilities, including the payment of utilities for building operations, will be the responsibility of the Contractor.

### ***C. Dispatch Procedures***

The City provides enhanced-911 services to its residents and visitors. As an adjunct to this service, the City will coordinate dispatch services with the Contractor for the term of this Agreement. Dispatch center staff is trained according to regulatory and legal guidelines.

### ***D. Response Time Requirements***

The City covers a vast geographic terrain, e.g. 8.5 square miles. Response Times shall be less than twelve (12) minutes on no less than 90% of the occasions in ANY given 30 day period.

### ***E. Personnel***

The Contractor will provide staffing for the emergency medical services system, such that, at all times, there are two (2) New Jersey certified Emergency Medical Technicians at the Defibrillation level. All providers must also be current in any additional or ancillary certifications that are required to perform any and all job responsibilities, including, but not limited to, certification in Cardiopulmonary Resuscitation. These providers will be responsible for the provision of emergency medical services during their shift in addition to any additional duties requested by the Contractor or the City, including, but not limited to community outreach or public information and educational services. All personnel are to be mentally and physically fit to perform their job functions.

All field personnel staffing any ambulance or emergency vehicle shall be legally permitted to operate a motor vehicle in the State of New Jersey. Further, within nine (9) months, all personnel who operate an emergency vehicle must have successfully completed an Emergency Vehicle Operations Course.

The Contractor shall provide a field supervisor that is certified as an emergency medical technician at the Paramedic level. The supervisor shall have at least two (2) years of experience in the delivery of emergency health services, however, not all of that experience need be within the State of New Jersey. The field supervisor shall supervise field operations and be able to provide initial first responder care at the level of an EMT-Defibrillation, should the need arise. The field supervisor shall be available for immediate contact by the Dispatch center, and will be the initial Contractor's point of contact between the City and the Contractor.

The Contractor will provide the City with the name of the medical physician who will function as the Medical Director of the City emergency medical services system. The physician must be experienced in emergency medical services and be board certified in the specialty of emergency medicine. The Contractor shall also provide the City with a recent copy of the physician's Curriculum Vitae.

### ***F. Billing***

AtlantiCare will provide high quality EMS Services to the Borough of Folsom at no cost to the City.

With respect to payment for EMS Services, the following shall apply:

- When both Paramedic and BLS are involved, AtlantiCare will bill the patient and/or his or her insurance company in accordance with the federally proscribed ambulance fee schedule;
- AtlantiCare's method of handling "charity" cases is to screen patients according to the New Jersey Charity Care Program guidelines;

- Charity Care is billed to Medicare in accordance with the Charity Care Program guidelines;
- AtlantiCare will accept the City' workers' compensation insurance payment as payment in full for EMS Services to employees or approved volunteers of the City, while on duty;
- AtlantiCare has agreements with AmeriHealth, Horizon Insurance Companies, Medicare and Medicaid;
- Patients will only be billed for co-pays and deductibles as required by law, provided that through March 31, 2012, AtlantiCare shall not seek to collect co-pays or deductibles from patients who have current subscriptions with the Hammonton Rescue Squad, the former EMS provider for the City. It is expressly understood by the parties that AtlantiCare is required by law to bill co-pays and deductibles associated with state and/or federally funded programs.

### ***G. Stand-by Coverage***

The Contractor shall provide no less than seventy-five (75) hours of basic life support emergency health services per year to the City for the purposes of providing care and/or demonstrative services to various civil events, including, but not limited to school sporting events, health screenings, and community functions. Coverage shall be at a post, time and duration requested by the City. The City shall give no less than seventy-two (72) hours notice when such coverage is required. The Contractor shall provide no less than one fully equipped ambulance with two Emergency Medical Technicians certified at the Defibrillation level by the State of New Jersey. Multiple ambulance/crews may be requested, however, the City may not request more than four ambulances at one time, inclusive of those being used for routine City street emergency health services coverage. Should additional coverage be required, the City will be financially liable for those ambulances and crews separately. The Contractor warrants that the routine provision of emergency health services will not be adversely affected by stand by coverage.

The Contractor will, in addition to the above, provide stand-by coverage to the City Fire and Police Departments when requested to do so and until released by either the fire or police officer in charge of the incident. These services may include typical emergency health services in addition to various other services, such as the health screening and monitoring of emergency responders.

### ***H. Disaster Response***

Given the current risks that our nation faces from terrorism, in addition to existing risks for natural disasters, the Contractor will be responsible for the completion of a thorough risk assessment and creation of a disaster response plan that accounts for the risks identified in the risk assessment. The disaster response plan should be thorough and provide not only for disaster response, but also an annual disaster response simulation training exercise. Participation in an Atlantic County or other appropriate regional disaster planning/drill on behalf of the City is acceptable. The disaster response should incorporate resource utilization from mutual aid venues and should address providing mutual aid disaster response to surrounding communities.

### ***I. Mutual Aid***

Mutual Aid is an important part of the South Jersey emergency health services system. Contractor shall provide support for mutual aid requests in a manner that local service responsibilities will not be compromised.

### ***J. Contract Start-up Requirements***

The Contractor must be prepared to commence services on August 23, 2011 have the operational, management and ancillary systems in place, unless specified otherwise in this document. The City shall not be responsible for additional funding for system development costs.

### ***K. Contract Period***

The City has entered into this agreement on an emergent basis to avoid interruption of the existing EMS Services and degrade the public trust. The contract period was selected as such to allow the contractor sufficient time to provide the city a stabilizing force upon contract commencement, in order to protect the public safety, trust. The contract period for this Agreement is from January 1, 2013, through December 31, 2014, with two additional, two-year City options, subject to constraints due to administrative processing and unforeseen changes in State, Federal or City laws or regulations. The City generally contracts for services on a fiscal year basis. A determination of successful performance of the Contractor will be made within the first 15 months of service. The City and the Contractor shall meet to negotiate changes to the Agreement and any increases/decreases in scope of service necessary for the upcoming contract period no later than 120 days before contract expiration. The City fully understands its obligations past the initial contract period.

### ***L. Contract Close-out***

At the termination of this Agreement, either by cause or convenience, Contractor shall agree to provide services at least 180 days beyond the end of the contract year (or termination date) to coordinate close-out activities. The Contractor and City shall agree on a schedule of expenses to cover services provided during this transition period.

## **III. SCOPE OF Contract**

- The Contractor shall administer/provide emergency medical services for the residents and visitors of the City, in accordance with the terms and conditions of this agreement, which was advertised on behalf of the City of Folsom.

### ***a. Overall Program Management***

#### **AtlantiCare shall:**

1. Develop, maintain and update as necessary all the procedures and manuals necessary to properly administer/provide emergency medical services in a manner consistent with this Agreement, including but not limited to the program goals.
2. Advise the City, on a mutually agreed upon basis, of all pertinent aspects of emergency medical services delivery. Inform the City on a monthly basis of problems identified in the structure and/or administration of the program. Meet at least quarterly with City staff to review utilization data, identify problems, and develop corrective action.
3. Make recommendations to the City on changes in the program design and/or procedures as needed but no less than annually.
4. Assist the City in the preparation of reports to the State and other agencies regarding the emergency medical services system and, as necessary, provide any data needed by the City to prepare the annual budget and other reports as requested.

### ***b. Data Collection and Reporting***

#### **AtlantiCare shall**

1. Maintain (and modify as necessary) a centralized data collection and analysis system. It is preferred that data collected on this system may be entered into the computerized database. A unique patient identification number will identify each patient such that an unduplicated count of users throughout the City may be obtained; and all services provided to any individual may be identified.

2. Collect and analyze utilization information on the population served and provide monthly reports indicating such information. At a minimum this should include the following:
  - Response Time Data, including, but not limited to median, mean mode and standard deviation statistics related to response time as well as, upper and lower limits;
  - Call Volume Data (number of calls per month, peak utilization hours, etc)
  - Call Nature Data (top 10 chief complaints, percentage of times when ALS care was needed, etc)
  - System Utilization Data (number of calls vs. number of transports, percentage of ALS vs. BLS calls, etc)
  - Adverse System Events (Failure to meet response time requirements, Dependence of mutual aid assistance, etc)
3. Monitor the system to provide useful information for planning service improvements and/or modifications.
4. Report, at least quarterly, on the findings of Quality Assurance (QA) and the Utilization Review (UR) system.
5. Report annually on projections of future utilization and financial trends
6. Provide special reports as requested by City.

***c. Resource Utilization***

**AtlantiCare shall:**

1. Ensure that emergency medical service system personnel accurately identify the needs of the patients and provide the appropriate resources to meet the patient's needs
2. Establish a system that provides for identification and reporting of improper resource utilization, including, but not limited to, inappropriate dependence on mutual aid, abnormal or inappropriate medical supply utilization, equipment failures, etc.
3. Maintain information and generate reports to the City reflecting resource utilization.

***d. Management of Care***

**AtlantiCare shall:**

1. Ensure that appropriate emergency medical services are rendered to the patient. Minimum requirement is that every patient's chart reflect that assessed according to professional standards, the results of the assessment, and the description of care rendered based on the assessment and in line with the standard operating procedures and medical protocols of the system.
2. Develop, monitor and update standard operating procedures and medical protocols with under the guidance and direction of the system's medical director, a licensed physician who is board certified in emergency medicine, for treatment authorization and patient care.
3. Monitor the number of chief complaints and nature of calls received
4. Monitor patient care provided by emergency medical service providers. Minimum requirements are to routinely review patient care reports ("PCR") to ensure adherence to medical protocols and professional standards.
5. In conjunction with local, county and state laws, develop protocols for identification and reporting of specific patient conditions that require notification of the authorities. This should include, but may not be limited to, child abuse, elder abuse, and victims of violent crimes.
6. Meet at least quarterly with the City to discuss issues regarding the coordination of care for patients.
7. Report to the City staff, as needed any perceived problems in the emergency medical service system. This should include the adequacy of geographical coverage, the projected adequacy of the reimbursement system, any identified systematic flaws or abuses, and potential problems in dispatch, or interactions with other public services.

*e. Utilization Review*

**AtlantiCare shall:**

1. Establish and operate a Utilization Review (UR) system.
2. Establish and operate a system for the identification of all calls requiring advanced life support, mutual aid or extraordinary resource utilization.
3. Cooperate with all performance and utilization review audits as directed by City.

*f. Quality Assurance*

**AtlantiCare shall:**

1. Establish and maintain a Quality Assurance (QA) program.
2. At a minimum, review monthly a sample of patient care reports (“PCR”) to ensure that protocols are being followed, to ensure that service Agreement requirements are being met, and to recommend procedures for enhancing the provision of emergency health services to the City.
3. Have a designated staff member responsible for the administration of the QA program, as provided for in the QA plan.
4. Provide for the follow-up with an adequate sampling of patients to determine the disposition of the incident for which emergency health services was sought as well as the adequacy of and patient’s satisfaction with the services provided.

*g. Public Information and Education*

**AtlantiCare shall:**

1. Develop a plan to promote public information and education on the emergency medical service, its capabilities, its potential and its routes of access.
2. Implement the public information and education plan within 6 months of initiation of Agreement services.
3. Report quarterly on status of public information and education program.
4. Have designated staff available to oversee the public information and education program, such that the staff member will develop and maintain favorable relations with the press as well as the City, and be the point of contact for community outreach and EMS awareness programs.
5. Provide a telephone number to answer questions and provide information on the status and nature of the services available to the residents and visitors of the City. The telephone number shall not cause any cost to the caller from any telephone other than a coin-operated phone. The telephone number shall be in operation during normal business hours.

*h. Provider Relations*

**AtlantiCare shall:**

1. Maintain a staff of qualified emergency medical personnel who, meet, if not exceed, minimum state requirements, such as initial certification and continuing education requirements.
2. Maintain a provider base that ensures geographic and culturally sensitive access to services.
3. Provide access to continuing education and professional development programs for all emergency medical service personnel.

**IV. GENERAL TERMS AND CONDITIONS OF CONTRACT**

*a. Termination*

After providing notice to Contractor and thirty(30) days opportunity to cure, the City may terminate the Agreement should the Contractor fail to carry out its material provisions. The City shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within ten (30) days, the City shall issue

the Contractor an order to stop work immediately and to vacate any City owned premises and return any City owned property.

Either party may terminate this Agreement without cause upon giving 90 days written notice. However, if the Contractor terminates the Agreement pursuant to this provision the Contractor agrees to grant the City an additional 60 day extension, (for a total of 150 days), of the Agreement in order to find a suitable replacement for Contractor.

### ***B. Insurance***

The Contractor shall be responsible for maintaining, during the term of the Agreement, insurance or a program of self-insurance that complies with the following minimum requirements. Contractor must provide copies of current insurance coverage. If coverage is on a claims-made basis, AtlantiCare will provide tail coverage up to 7 years upon termination of Agreement.

1. Workers' Compensation and Employer's liability: Workers' Compensation limits in accordance with laws and regulations of the State of New Jersey and Employer's liability limits of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.
2. Comprehensive General Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.
3. Automobile Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury and property damage.
4. Professional Liability: professional liability insurance covering all medical professional staff \$2,000,000 limit per occurrence and \$4,000,000 in aggregate annually.

The Contractor's insurance must act as primary coverage, NOT excess or contributing coverage, with regard to the subject Agreement. The Contractor is required to provide original certificates of insurance, naming the City as co-insured, to the City on the commencement date of the Agreement. The Contractor shall assure City that all subcontractors are insured and shall furnish or shall have furnished separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the City.

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided and/or approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at anytime.

### ***c. Equal Employment Opportunities***

The Contractor shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, physical or mental disability, or national origin.

***d. Warranty Against Contingent Fees***

The Contractor represents that no person or selling agency has been employed or retained to solicit this Agreement upon an agreement of understanding for commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained by the Contractor for the purpose of securing business.

***e. Subcontracts***

The City must approve in advance all subcontracts entered into by the Contractor for the purpose of completing the provisions of this Agreement.

***f. Patient Medical Records***

Subject to applicable laws, the Contractor shall permit the City immediate access, during regular business hours, to any and all records, logs or documentation relating to Contractor's services hereunder.

Medical records are of a confidential nature. The Contractor will agree to establish procedures necessary to maintain the confidentiality and security of health care records as required by law.

The City acknowledges state and federal law and associated regulations regarding confidentiality of patient information. Contractor shall comply with such law. Failure to so comply will be considered a material breach of this Agreement .

***g. Contractor Personnel***

The City may request replacement of any of the Contractor's personnel believed to be unable to carry out the responsibilities of the Agreement in a professional and competent manner.

The Contractor shall notify the City of all management and critical supervisory appointments that are associated with this Agreement.

***h. Contractor's Cooperation***

The Contractor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting the Agreement. The Contractor shall maintain regular communications with the City or its designees and shall actively cooperate in all matters pertaining to this Agreement.

***i. Term of AGREEMENT***

The Agreement shall cover the period from January 1, 2013 through December 31, 2012, with two successive, two-year renewal options at the sole discretion of the City after a prescribed selection process.

***j. Indemnity***

**The Contractor will defend and hold the City harmless from all claims, demands, or judgments deriving from any acts or omissions of contractor, its officers, agents, employees, or sub-contractors (including but not limited to alleged professional malpractice) caused by the negligent acts or omissions of Contractor, its employee and/or agents.**

### ***k. Contract Adjustments***

Changes in contractual provisions or services to be furnished under the Agreement may be requested only in writing and must be approved by the City and the Contractor. Should a decision be made to amend the scope of the Agreement, the City and the Contractor will mutually agree to the changes in writing.

### ***L. Waste Disposal***

Disposal of contaminated waste in accordance with all applicable laws and regulations, and bagging and decontamination of contaminated linens shall be the responsibility of the Contractor.

### ***M. Public Information***

The Contractor shall not publish any findings based on data obtained from operations pursuant to the Agreement without the prior consent of the City, whose written consent shall not be unreasonably withheld.

### ***N. Severability***

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement will not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated.

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## **V. CITY ROLE**

### ***a. Overall Program Management***

#### **The City shall:**

1. Provide overall direction to Contractor and make necessary policy recommendations.
2. Make decisions about inter-jurisdictional issues, e.g., system interaction with other municipalities.
3. Monitor and evaluate the performance of the Contractor, in pursuit of the goals and objectives of the indigent health care program.
4. Review all subcontracts proposed by the Contractor to ensure compliance with Community standards of care.

### ***b. Data Collection and Reporting***

#### **The City shall:**

1. Report to City Constituents in its discretion regarding provision of emergency medical services in the City.
2. Establish data collection and analysis standards for the Contractor to follow and make policy recommendations to the City.

### ***c. Resource Utilization***

#### **The City shall:**

1. Monitor and evaluate the performance of the Contractor regarding effective and efficient resource allocation and utilization.
2. Establish and promulgate standards and guidelines for resource acquisition.
3. Provide guidance and standards for acquisition of newly identified resources necessary for the Contractor to meet the requirements of this Agreement.

*d. Management of Care*

**The City shall:**

1. Provide official forum for liaison activities with other programs and advisory groups serving this population.
2. Conduct periodic audit of treatment records.

*e. Utilization Review*

**The City shall:**

1. Monitor the utilization figures, particularly data regarding call volume, nature of calls and system performance to identify trends and potential problems.

*f. Quality Assurance*

**The City shall:**

1. Approve and monitor the Quality Assurance plan submitted by Contractor.

*g. Public Information and Education*

**The City shall:**

1. Monitor the public information and education system established by the City and Contractor.
2. Oversee information provided by the Contractor to the press and act as a final source of information for all media inquiries.

*h. Provider Relations*

**The City shall:**

1. Regularly monitor the qualifications of the emergency health providers.
2. Acquire and review a current employment roster of all emergency medical personnel that indicates each provider's certification status and continuing education status.

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**VI. MISCELLANEOUS**

1. **No Solicitation.** The Parties agree that they shall not during the initial or any renewal term of this Agreement or for a period of one (1) year following the date of termination or non-renewal hereof, solicit, directly or indirectly, hire or engage any individual who is or has been an employee of the other *Party*. This covenant against solicitation shall not be construed to prevent either Party from re-hiring any personnel who resigned or was otherwise released from their respective organizations during the term of, or as a result of entering into, this Agreement. Additionally, this covenant against solicitation shall not be construed to prevent advertisements or other mailings which are directed to the public through the use of newspaper, television, radio or other general purpose circular.
2. **Amendments.** This Agreement and its terms may be changed or waived only by a prior written agreement signed by the Parties hereto.
3. **Headings.** The headings of the sections and subsections of this Agreement are for convenience only and shall not be deemed to constitute a part of this Agreement.

4. **Assignment.** Neither Folsom nor AtlantiCare may assign its rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
  5. **Independent Contractors.** It is expressly acknowledged by the Parties hereto that AtlantiCare and Folsom are independent contracting parties. Nothing in this Agreement shall be construed to create an employer employee or partnership/joint venture relationship among the Parties.
  6. **Use of Names.** Folsom and AtlantiCare acknowledge and agree that the other's name, and the other's affiliates' names, are proprietary to the respective Parties and neither shall use the name of the other, or the other's affiliate or affiliates, without the express written permission of the Party by whom the proprietary interest is held.
  7. **Patient Referrals.** The Parties to this Agreement understand that it is illegal to offer or receive any remuneration, directly or indirectly, for the referral of a patient. The Parties hereto further acknowledge and agree that neither is required to make or influence referrals to or otherwise generate business for the other Party as a condition to entering into this Agreement. Nothing in this Agreement is intended to require or induce either Party to refer any patient to the other Party. At no time shall either Party remunerate the other, directly or indirectly, for a referral, the inducement of a referral, or for the arranging of a referral of a patient.
  8. **Legislative and Regulatory Limitations.** Notwithstanding any other provisions of this Agreement, if any new legislation is enacted by federal., state or local government, or if any governmental agency *or* third party payor passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way materially affects either Party's rights or obligations hereunder, which would make it undesirable for either *Party* to continue or restructure the relationship established herein (hereinafter referred to as "legislative or regulatory change"), either Party may give the other Party notice of intent to amend this Agreement and such other agreements in order to bring this Agreement and such other agreements into compliance with such legislative or regulatory change. The non-noticing Party's consent to amend this Agreement pursuant to such legislative or regulatory change shall not be unreasonably withheld.
  9. **Non-discrimination.** AtlantiCare agrees not to differentiate or discriminate in the delivery of its transportation services to individuals on the basis of any classification provided under federal or state law, including race, age, color, national origin, ancestry, religion, gender, marital status, sexual preference or orientation, financial ability, medical condition or physical disability. AtlantiCare agrees to render services to all persons in the same manner and in accord with the same standards as offered to other persons.
- 10. Infectious Disease Control Management.**
- (a) In compliance with the standards set forth in the "Ryan White Act" and as required by the "Bloodborne/Airborne Pathogens Act," Folsom shall notify AtlantiCare when information is or becomes available regarding patients who are transported with an infectious disease.
  - (b) The parties, with respect to their employees or agents, shall be responsible to comply with all standards, practices and regulations governing the management, treatment and environmental control of patients, personnel and equipment to prevent the exposure or transmission of infectious disease under guidelines established and/or approved by AtlantiCare and Folsom.

## 11. Conflict Resolution.

- (a) If, from time to time Folsom is unsatisfied with any aspect of the service rendered by AtlantiCare personnel, Folsom will relay its concerns directly to AtlantiCare supervisory or administrative staff, in writing, and the parties will seek to reach a mutually satisfactory resolution to the problem.
- (b) If a patient complaint is expressed verbally by the patient, the complaint will be documented on an Event Report Form. It must then be delivered to the appropriate AtlantiCare supervisor immediately.
- (c) The appropriate AtlantiCare supervisor will gather information related to the complaint and refer all information to the AtlantiCare EMS Director, who will then contact by phone, or set up an interview with, those employees involved. Documentation of the event will be recorded on an Event Report Form.
- (d) The AtlantiCare EMS Director will then make contact with the appropriate individual designated by Folsom by phone to explain the results of AtlantiCare's investigation, and *upon* the request, will provide the Folsom designee with a copy of any written notes, memos, etc. of such investigation. Options for resolving the dispute will be discussed and implemented to the reasonable satisfaction of Folsom and AtlantiCare.
- (e) All patient complaints will be processed within twenty-four (24) hours after the details of the complaint have been fully researched by AtlantiCare or sooner as may be requested by Folsom.

12. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by natural disaster, explosion, war, government requirement, civil or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party.

13. **Entire Document.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, if any exist, relating to the subject matter hereof.

14. **Severability.** If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity without invalidating the remaining terms and provisions hereof, and this Agreement shall be deemed modified to the extent necessary to make it valid and enforceable.

15. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of New Jersey.

16. **Notices.** Notices required or permitted to be given by one Party to another under this Agreement shall be in writing and deemed to have been adequately given if personally delivered; deposited in the United States Mail in a properly addressed and stamped envelope, certified or registered mail, return receipt requested; or deposited with an overnight delivery courier service and addressed to the Party to whom it is given at the address set forth below:

To AtlantiCare: Lori Herndon, President  
AtlantiCare Regional Medical Center  
1925 Pacific Ave.

Atlantic City, New Jersey 08401

**With copy to: Office of General Counsel  
AtlantiCare Health System  
2500 English Creek Road, Suite 500  
Egg Harbor Township 08234**

To Folsom:

Where time requirements or restrictions are specified within this Agreement, time commences upon the non-noticing Party's receipt of the notice.

**17. Waiver.** Failure of either Party to insist **upon** strict performance of this Agreement at any time shall not constitute a waiver of such Party's right to insist **upon** strict performance of this Agreement in the future.

IN WITNESS WHEREOF, the Parties hereto have duly entered into and executed this Agreement as of the day and year first above written.

AtlantiCare Regional Medical Center

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lori Herndon  
President

Borough of Folsom

\_\_\_\_\_  
Patricia M. Gatto  
Municipal Clerk

\_\_\_\_\_  
Thomas N. Ballistreri,  
Mayor

**RESOLUTION 2013-24  
BOROUGH OF FOLSOM**

**RESOLUTION APPOINTING FUND COMMISSIONER**

**WHEREAS**, the Borough of Folsom is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as the **FUND**; and

**WHEREAS, the** Bylaws of the **FUND** require that in the manner generally prescribed by law, each member shall appoint one (1) Fund commissioner to the Fund. Each Fund commissioner shall be either a member of the local unit's governing body or one of its employees and that no individual may serve as Fund commissioner for more than one (1) member; and

**WHEREAS**, N.J.A.C. 11:15-2.6 states that a 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 a 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 Borough of Folsom recommends the appointment of Kyle Smith to serve as Fund Commissioner in accordance with the FUND Bylaws;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Folsom that it does hereby appoint Kyle Smith as Fund Commissioner to the Atlantic County Municipal Joint Insurance Fund.

**RESOLUTION 2013-25**  
**BOROUGH OF FOLSOM**

**RESOLUTION APPOINTING ALTERNATE FUND COMMISSIONER**

**WHEREAS,** the Borough of Folsom is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as the FUND; and

**WHEREAS,** the Bylaws of 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 Borough of Folsom recommends the appointment of Byron Gummoe to serve as Alternate Fund Commissioner in accordance with the FUND Bylaws;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Folsom that it does hereby appoint Byron Gummoe as Alternate Fund Commissioner to the Atlantic County Municipal Joint Insurance Fund.

**RESOLUTION 2013-26**

**BOROUGH OF FOLSOM**

**RESOLUTION APPOINTING CLAIMS COORDINATOR**

**WHEREAS**, the BOROUGH of FOLSOM is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as the FUND; and

**WHEREAS**, the FUND requires that in the manner generally prescribed by law, each member shall appoint a Claims Coordinator to coordinate and oversee the Member claims reporting and recordkeeping efforts, and act as a liaison between the municipality, the JIF Claims Administrator, and other outside agencies.

**WHEREAS**, the BOROUGH OF FOLSOM recommends the appointment of PATRICIA M. GATTO to serve as Claims Coordinator in accordance with the FUND requirements;

**NOW, THEREFORE, BE IT RESOLVED** by the BOROUGH OF FOLSOM that it does hereby appoint PATRICIA M. GATTO as Municipal Claims Coordinator.

**RESOLUTION 2013-27**

**BOROUGH OF FOLSOM**

**RESOLUTION APPOINTING SAFETY COORDINATOR**

**WHEREAS**, the BOROUGH OF FOLSOM is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as the FUND; and

**WHEREAS**, the FUND requires that in the manner generally prescribed by law, each member shall appoint a Safety Coordinator to chair the Member Safety Committee, coordinate and oversee the Member safety efforts, and act as a liaison between the municipality, the JIF Safety Director, and other outside agencies.

**WHEREAS,** the BOROUGH OF FOLSOM recommends the appointment of PATRICIA M. GATTO to serve as Safety Coordinator in accordance with the FUND requirements;

**NOW, THEREFORE, BE IT RESOLVED** by the BOROUGH OF FOLSOM that it does hereby appoint PATRICIA M. GATTO as Municipal Safety Coordinator.

A motion to approve Resolutions 2012-01 through 2012-27 was made by Councilman Esposito and seconded by Councilman Kemmerer

There was a roll vote with ayes all.

**MAYOR'S COMMENTS:** Mayor Ballistreri stated that the year 2012 was a very interesting year for the Borough of Folsom. Folsom saw some new construction and we saw some old construction fail. The Borough is moving forward, however we have to be conscious of our infrastructure. The Borough has had two (2) bridges fail this year and the goal is to have them both repaired. The Borough is presently working with the County to accomplish this as quickly as possible. Fortunately the Borough had a replacement plan for the 8<sup>th</sup> Street Bridge.

**The good news going forward in 2013 is the Borough is in a good financial position to grow with some new ratables. Parks and Recreation are in good shape thanks to Ron Esposito and his team. The new playground has been completed. The Mayor stated that financially, parks, recreation and roads are in excellent shape in Folsom.**

**COUNCIL MEMBER'S COMMENTS:**

**Councilman Byron Gummoe** introduced himself any informed residents he is open to suggestions and they should feel free to contact him. Councilman Gummoe thanked Mayor and Council for welcoming him.

**Councilman Esposito** stated that he is proud of Folsom. He welcomed Byron and Kyle to Council. Councilman Esposito thanked Joe Pino for all his support with the Parks Commission. Wished everyone a Happy New Year!

**Council President Gary Kemmerer** thanked Council for the nomination for Council President. Councilman Kemmerer welcomed Kyle and Bryon to Council. Councilman Kemmerer hoped the economy would turn around some to the Borough could receive some grant money and start some projects. Gary wished everyone a safe New Year.

**Council Schenker:** thanked Judge Raso for this evening. Councilman Schenker welcomed Byron and Kyle to Council. Greg wished everyone a Healthy and prosperous New Year.

**Councilman Gazzara:** welcomed Byron and Kyle to Council and wished everyone a Happy New Year.

**Councilman Smith** thanked Mayor and Council for welcoming him aboard. Councilman stated that it was an honor for him to serve on Council and looked forward to doing good things for the town. Councilman Smith wished everyone a Happy New Year.

Next regular meeting of council will be held on January 9, 2013 at 6:30 pm starting with a half hour workshop meeting and continuing with the regular meeting at 7:00 pm in Borough Hall, 1700 12<sup>th</sup> Street, Folsom, NJ. .

Judge Frank Raso asked for a motion to adjourn. A motion to adjourn was made by Councilman Schenker and seconded by Councilman Gazzara.

Meeting adjourned at 7:30PM

Respectfully Submitted,

Patricia M. Gatto  
Acting Municipal Clerk