

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 3-2017

**AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN AMENDING
CHAPTER 15 ENTITLED “EMERGENCY MEDICAL SERVICES AGREEMENT”**

WHEREAS, Fire District No. 2 and Lenola Fire Company Emergency Unit have recommended Chapter 15 be amended to accurately reflect the current relationship between the parties while preserving the intent of assisting the Lenola Fire Company Emergency Unit, as needed.

WHEREAS, Township Council and the Township Manager have reviewed the recommendation and find same to be appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Moorestown, County of Burlington, that Chapter 15 of the Code of the Township of Moorestown be amended as follows:

Section 1. Section 15-1, Authorization for agreement, shall be amended as follows:

Pursuant to the Interlocal Services Act (N.J.S.A. 40:8A-1 et seq.), the Mayor or ~~Acting~~ Deputy Mayor is hereby authorized to execute, the Clerk or Deputy Clerk is hereby authorized to attest and affix the Township seal to, and the Township is hereby authorized to enter into a certain agreement between the Board of Fire Commissioners of Fire District No. 2 (District) and Township of Moorestown (Township) with respect to the provision of Emergency Medical Services (Agreement).

Section 2. Section 15-3, Short Title, shall be amended as follows:

This chapter shall be known as ~~Ordinance 23-2003~~

Chapter 15
Emergency Medical Services Agreement

AGREEMENT

1. The Township and District agree that a comprehensive, effective and efficient system of providing emergency medical services needs to be ~~implemented~~ maintained for the benefit of Moorestown residents within the District. These services will be provided by the Lenola Fire Company Emergency Unit. The Township has statutory authority to fund certain emergency medical services ~~but prefers the overall management of said services be vested with the District.~~ The Township is also subject to certain statutory maximum funding limitations. The District agrees to ~~manage the provision of emergency medical services within its jurisdiction~~ assist with the financial

management, subject to certain funding from the Township. However, all control of personnel and the provision of emergency medical services rests with the Lenola Fire Company Emergency Unit. The parties agree as follows:

A. The Township ~~agrees~~ is permitted to annually budget adequate funds to meet ~~the following emergency medical services (EMS) expenses:~~

- ~~(1) — 2003 start up costs related to the transition from a no-fee to a fee for service system such as uniforms, training, ambulance relettering and initial third party billing service.~~
- ~~(2) — EMS personnel costs in 2003 related to new hires. Personnel costs shall include salaries, overtime, per diem coverage, employee health benefits and payroll costs.~~
- ~~(3) — Future EMS personnel cost shortfalls based on any inadequacy in billing revenues.~~

B. The District ~~agrees to manage the provision of emergency medical services within its jurisdiction in a comprehensive, effective and efficient manner and further agrees to:~~

- (1) Continue to assist in funding nonpersonnel emergency medical service expenses such as ~~medical supplies, equipment, fuel, insurance~~ and general expenses and contribute toward the purchase of new ambulances, when necessary, subject to the approval of the Board as expressed in the adoption of the annual budget.
- ~~(2) — Oversee the initiation of an EMS fee for service system to generate revenues to offset personnel expenses.~~
- ~~(3) —~~ Upon the request of the Lenola Fire Company Emergency Unit, Ssubmit an annual financial report to the Township by January 31 of each year, depicting personnel costs from the previous year and revenues generated by the fee-for-service system. The report shall also include projections of these expenses and revenues for the current year. The Township Manager and District officials shall then meet to review the report and determine the amount of funding, if any, required in the annual municipal budget.

Section 3. **Repealer.** Any and all other ordinances inconsistent with any of the terms and provisions of this ordinance are hereby repealed to the extent of such inconsistencies.

Section 4. **Severability.** In the event that any section paragraph, clause phrase, term, provision or part of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph, clause, term, provision or part thereof directly involved in the controversy in such judgment shall be rendered.

Section 5. **Effective Date.** This ordinance shall take effect 20 days after adoption.

Section 6. **Short Title.** This Ordinance shall be known as Ordinance 3-2017.

Language with a ~~strike through~~ shall be deleted.

Language with an underline shall be added.

NOTICE AND CERTIFICATION

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on February 27, 2017. This ordinance will be further considered for final passage by the Township Council at a meeting to be held at the Town Hall, Council Chamber, 111 West Second Street, Moorestown, New Jersey on March 13, 2017 at 7:30 pm or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office in said Municipal Building to any member of the general public who shall request such copies.

Patricia L. Hunt, RMC
Township Clerk