

TOWNSHIP OF DENNIS
TOWNSHIP COMMITTEE
WORKSESSION AGENDA

AUGUST 01, 2016

4:30 P.M. (prevailing time)

CALL TO ORDER:

Mayor's announcement: The notice requirements provided for in the "Open Public Meetings Act" have been satisfied. Notice of this meeting was properly given in Resolution No. 2015-137 entitled the Annual Meeting Notice which was adopted by the Dennis Township Committee on December 15, 2015. A meeting notice has been published and posted in accordance with the act.

FLAG SALUTE:

ROLL CALL OF MEMBERS PRESENT:

___ Fry-DeRose, J.; ___ Tozer, D.; ___ Salimbene, L.; ___ O'Connor, B.; ___ Murphy, J;

SPECIAL PRESENTATIONS OR DISCUSSIONS:

None.

DEPARTMENTAL REPORTS AND PROJECT UPDATES:

Administration & Finance:

Discuss the EMS Services Agreement.

Discuss the Dispatching Services Agreement.

Legal:

None.

**WORKSESSION AGENDA
PAGE TWO**

Public Buildings & Grounds: None.

Engineering: Update the status of the Utility Application
and Proposed Easement on Old Sea Isle
Blvd.

Update the status of the bike path along
Route 550.

Construction/Plan/Zone: None.

RESOLUTIONS:

None.

ORDINANCES:

None.

MOTION TO ADJOURN THE MEETING:

TOWNSHIP OF DENNIS

**COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION NO. 2012-105

**A RESOLUTION AUTHORIZING A CONTRACT WITH BELLEPLAIN EMERGENCY
CORPS FOR PROVISION OF EMERGENCY MEDICAL SERVICES**

WHEREAS, the Township of Dennis in the County of Cape May and State of New Jersey has a long-standing association with the Belleplain Emergency Corps for the provision of emergency medical services; and

WHEREAS, the Township has previously recognized Belleplain Emergency Corps as the EMS provider for the Township of Dennis; and

WHEREAS, there has never been a formal document committing the terms of the agreement between the Township and Belleplain Emergency Corps to writing; and

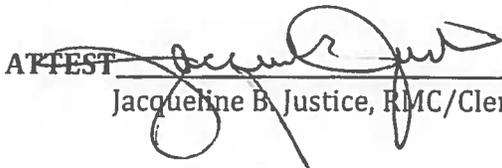
WHEREAS, in order to protect the interests of the public as well of those of the Township of Dennis and the Belleplain Emergency Corps, the attach contract has been prepared and is incorporated herein by reference as if set forth at length; and

WHEREAS, the Township Committee finds that it is necessary for the protection of the health, safety and welfare of the citizens of the Township to commit the Township's agreement with the Belleplain Emergency Corps to writing;

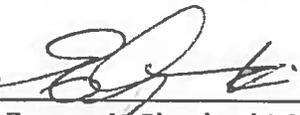
NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Dennis, duly assembled in open public session this 23rd day of July, as follows:

1. The Preamble to this Resolution is hereby incorporated by reference;
2. The Township's prior designation of the Belleplain Emergency Corps as the primary provider of Emergency Medical Services in accordance with the law of the state of New Jersey is hereby reconfirmed;
3. The aforementioned contract by and between the Township of Dennis and the Belleplain Emergency Corps is hereby approved by the Township of Dennis for the purposes and other the terms contained therein;
4. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township and to take all actions necessary to effectuate the terms of the agreement.

ATTEST


Jacqueline B. Justice, RMC/Clerk

ATTEST


Eugene L. Glembocki, Mayor

**RESOLUTION NO. 2012-105
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PRESENTED BY: TEEFY

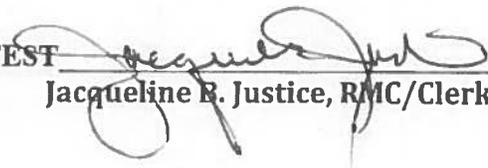
SECONDED BY: GERMANIO

ROLL CALL VOTE:

AYES : DiCICCO, MURPHY, GERMANIO, TEEFY & GLEMBOCKI
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on July 23, 2012 at 4:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST



Jacqueline B. Justice, RMC/Clerk

AGREEMENT

THIS AGREEMENT is made effective the 1st day of January, 2012, by and between BELLEPLAIN EMERGENCY CORPS, a New Jersey Corporation, maintaining a place of business at 167 Broad Street, Belleplain, New Jersey 08270 (hereinafter referred to as the "BELLEPLAIN") and the Township of Dennis, maintaining its principal place of business at P.O. Box 205, 571 Petersburg Road, Dennisville, New Jersey. 08214 (hereinafter referred to as "TOWNSHIP").

WITNESSESETH

WHEREAS, BELLEPLAIN is a fully licensed emergency medical services company providing services throughout the Cape May and Cumberland County are; and

WHEREAS, TOWNSHIP is a political subdivision located in the County of Cape May and State of New Jersey; and

WHEREAS, TOWNSHIP is desirous of entering into an agreement with BELLEPLAIN to provide emergency ambulance service to the Township of Dennis on a (24) twenty-four hour a day, (7) seven day a week basis; and

WHEREAS, BELLEPLAIN is also desirous of entering into such an agreement with TOWNSHIP;

NOW THEREFORE, in consideration of the foregoing, the mutual representations and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1: REPRESENTATIONS BY TOWNSHIP

- 1.1 **Township Recognition.** TOWNSHIP recognizes BELLEPLAIN as a designated Emergency Medical Service provider for the Township, and shall give notice to the appropriate Communication Center for 9-1-1 service requests to direct all emergency ambulance calls in the area of coverage as defined below to BELLEPLAIN during the term of this Agreement.

1.2 Township Cooperation. TOWNSHIP agrees to work cooperatively with BELLEPLAIN in establishing open lines of communication with other governmental agencies; fire companies, police and others may work with, alongside, or access the services of BELLEPLAIN.

SECTION 2: OBLIGATIONS OF BELLEPLAIN

2.1 Ambulance Services. BELLEPLAIN shall maintain (1) one primary ambulance in ready state to respond to emergency medical service calls received under this Agreement. BELLEPLAIN further agrees to provide (1) one secondary ambulance that will be dispatched if additional emergency calls are received while the primary ambulance is already in use.

2.2 Licensure. The primary ambulance, as well as the secondary ambulances dispatched for service within the Township, will meet the requirements of all acceptable Federal, State and local laws, regulations and licensure standards.

2.3 Inspection. TOWNSHIP, the governing body and any authorized Township representatives, have the right to inspect the primary ambulance utilized by BELLEPLAIN and the right to recommend reasonable adjustments so that the needs of the Township will be accommodated.

2.4 Maintenance. The primary ambulance, as well as the secondary ambulances to be used for service within the Township, shall be maintained in sound mechanical condition and will be cleansed and properly stocked with the usual, necessary and appropriate supplies as to their purpose and need.

2.5 Infectious Control Management. BELLEPLAIN shall be responsible for complying with all standards, practices and regulations governing the management, treatment, and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease.

2.6 Non-Discrimination. BELLEPLAIN agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability, political affiliation or medical condition; and agrees to render treatment and care to all persons in the same manner and in accord with the said standards as offered to other persons.

SECTION 3: HOURS OF SERVICES AND DISPATCH PRIORITY

3.1 Cooperation of Township Communications Center. TOWNSHIP hereby recognizes that all calls requesting emergency medical services within the area of coverage as defined above shall be directed to BELLEPLAIN to respond to

the emergency call. BELLEPLAIN hereby agrees that it will work in cooperation with the Communications Center to ensure that an ambulance is dispatched from BELLEPLAIN based on the provisions of paragraphs 3.2, 3.3, 3.4 and 3.5 of this Section.

3.2 Hours of Service. With the exception of the provisions contained in paragraphs 3.3 below, the Communications Center shall be instructed to contact BELLEPLAIN to respond to any and all requests for emergency medical service within the area of coverage as defined above.

3.3 Dispatch for Non-Emergency Requests. In the event a request is made for transfer within the area of coverage, as defined above, that is not of an emergency nature, even if not determined at the time of request, that transfer will be assigned and handled by BELLEPLAIN, a non-profit ambulance service, and billed according to their normal billing practice.

SECTION 4: RESPONSE TIMES AND QUALITY ASSURANCES

4.1 Response Time. BELLEPLAIN shall maintain a fractal response time of less than (15) fifteen minutes for greater that (90%) ninety percent of all request for service. Fractal response shall be defined as the measurement of response time beginning with the time of initial dispatch to a 911 request, ending at the time BELLEPLAIN arrives at the location of the incident.

4.2 Quality Assurance. BELLEPLAIN agrees to establish a regular system of measurement to ensure compliance to the standards listed herein and agrees to submit quarterly reports to TOWNSHIP verifying such response performance conduct.

SECTION 5: BELLEPLAIN PERSONNEL

5.1 Vehicle Operations. Each ambulance supplied by BELLEPLAIN to provide emergency medical service to the Township shall be staffed by (2) two certified Emergency Medical Technicians ("EMTs") who shall be employed by BELLEPLAIN and will be familiar with the geography and routes within the area of coverage as defined above.

5.2 Training and Appearance. All personnel assigned to staff an ambulance that will be servicing the Township will receive driver training, as well as safety and loss training, from BELLEPLAIN. BELLEPLAIN will also maintain National Incident Management System compliance. Additionally, all such personnel shall be groomed and neatly dressed in a recognizable uniform with the name badge visible, and will perform their duties in a professional and caring manner.

5.3 EMT-Defibrillation. All personnel employed by BELLEPLAIN to staff an ambulance that will be servicing the area of coverage, as defined above, will receive EMT-D training to ensure that a higher level of life saving equipment and knowledge will be available to service the Township's emergency medical service needs.

SECTION 6: FACILITIES LOCATION

6.1 Facilities Location. BELLEPLAIN has a location at 167 Broad Street, Belleplain, New Jersey 08270 and this shall be its location for stationing personnel and parking the primary ambulance during all hours of service. During the hours of operation, the primary ambulance shall be based at this location unless transporting a patient to or from a hospital. BELLEPLAIN shall staff a second location on Dennisville Road (County Road 628) with one appropriately staffed ambulance for the life of the Agreement.

SECTION 7: COMPENSATION

7.1 Invoicing. The parties acknowledge that BELLEPLAIN intends to invoice patients, insurances (including Medicare, Medicaid and etc.) for reimbursement of its services. Payment for any charges not covered by the patient's insurance (including non-covered services, co-pays, deductibles, etc) would be the patient's responsibility.

7.2 Subscription Agreement. The parties acknowledge that BELLEPLAIN reserves the option to provide a Subscription Plan for residents to assist in payment of any co pays or deductions in their Health Care Plan.

7.3 Billing for Non-Emergency Services. In the event BELLEPLAIN accomplishes a non-emergency (routine) transfer, they will bill the insurance company and/or the patient as is the practice in normal non-emergency transfer procedures. The provision of any billing for these non-emergency services is deemed to be outside this Agreement, and normal assignment and collection efforts consistent with BELLEPLAIN procedures will be used.

SECTION 8: TERM; CONSIDERATION

8.1 Term. This Agreement shall be for a period of five (5) years commencing on January 1, 2012 and terminating on December 31, 2016. The parties will thereafter have the option of renewing the Agreement for additional (5) five year terms subject to mutual agreement.

8.2 Compensation Schedule. (See below). The TOWNSHIP and BELLEPLAIN agree, as consideration for this agreement in addition to the several provisions hereof, to the following:

- TOWNSHIP shall provide an amount not to exceed \$7,400.00 annually for utility costs for propane and electricity,
- TOWNSHIP shall provide over the life of the contract funds for the purchase new ambulance(s) in an amount not to exceed \$55,000.00 in 2012 and \$55,000.00 in 2013, AND \$55,000.00 IN 2015, to be provided in accordance with law and upon the certification of available funds, which funds may be provided by the authorized sale of bonds or notes of the TOWNSHIP or through grant funds or low interest loan funds. BELLEPLAIN is responsible for any costs above this amount.
- TOWNSHIP shall Provide snow removal and grass cutting for both Belleplain Emergency Corp buildings as long as they are actively staffed.
- TOWNSHIP shall provide the following annual contribution to BELLEPLAIN as allowed by law:
 - 2012 - \$26,500.00
 - 2013 - \$25,000.00
 - 2014 - \$50,000.00
 - 2015 - \$50,000.00
 - 2016 - \$50,000.00

8.3 **Renewal.** Both parties agree that they will give notice, one to the other, in writing, of their intention of either renewing or canceling this Agreement or any renewal thereof, (60) sixty days prior to the end of a term.

8.4 Early Termination:

- a. BELLEPLAIN agrees that if, during the term of this Agreement and any renewal thereof, BELLEPLAIN fails to meet New Jersey State Department of Health, Office of Emergency Medical Services licensing guidelines, or for other cause determined by the TOWNSHIP after a hearing after written notice and failure to cure the problem within (30) thirty days from receipt of said notice by BELLEPLAIN, this Agreement may be terminated by TOWNSHIP prior to the expiration of the term thereof, upon written notice to BELLEPLAIN.

SECTION 9: INSURANCE AND INDEMNIFICATION

9.1 **Insurance.** BELLEPLAIN agrees that at all times throughout the duration of this Agreement, they will maintain General and Professional Liability Insurance with limits of (\$1,000,000.00) one million dollars.per individual and (\$1,000,000.00) one million dollars per occurrence.

9.2 Indemnification of BELLEPLAIN. BELLEPLAIN hereby agrees to indemnify TOWNSHIP, and to defend and hold TOWNSHIP harmless from all demands, claims, lawsuits, causes of actions, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorneys fees and disbursements) arising out of or in connection with any acts or omissions of BELLEPLAIN, its agents, officers or employees, in the performance of its duties and responsibilities under this Agreement.

9.3 Indemnification of TOWNSHIP TOWNSHIP hereby agrees to indemnify BELLEPLAIN and to defend and hold them harmless from all demands, claims, lawsuits, causes of actions, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorneys fees and disbursements) arising out of or in connection with any acts or omissions of TOWNSHIP, its agents, officers or employees, in the performance of its duties and responsibilities under this Agreement.

SECTION 10: NON-DISCRIMINATION CLAUSE

10.1 Non-Discrimination Clause. BELLEPLAIN will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, age, sex or liability for military service.

BELLEPLAIN will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, national origin, ancestry, age, sex or liability for military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BELLEPLAIN agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

BELLEPLAIN WILL, in all solicitations or advertisements for employees placed by or on behalf of BELLEPLAIN; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, ancestry, age, sex or liability for military service

SECTION 11: POLITICAL CONTRIBUTIONS DISCLOSURES

11.1 Political Contribution Disclosure. This contract has been awarded to BELLEPLAIN based on the merits and abilities of BELLEPLAIN to

provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A20.4 et seq. As such, the undersigned does hereby attest that BELLEPLAIN, its subsidiaries, assigns or principals controlling in excess of ten percent (10%) of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A 19:44A-8 or 19:44A-16, in the (1) one year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in Municipality if a member of that political party is serving in an elective public office of that Municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Municipality when the contract is awarded.

SECTION 12: GENERAL PROVISIONS

12.1 **Notices.** All notices, requests, demands and other communications hereunder shall be deemed to have been fully given if delivered in hand or transmitted by facsimile (if followed by a copy by mail within (3) three business days, or if telegraphed or mailed by certified or registered mail as follows:

TOWNSHIP: Township Clerk
Township of Dennis
P.O. Box 204 Main Street
571 Petersburg Road
Dennisville, N.J., 08214

BELLEPLAIN: William H King, Sr, CEO
Belleplain Emergency Corp
167 Broad Belleplain, NJ
08270

- 12.2 **Laws Governing Jurisdiction.** This Agreement shall be construed under and governed by the Laws of the State of New Jersey, and the parties hereto agree that any suit or action in law or equity may only be brought in a Court within the State of New Jersey, and said Court shall have sole and exclusive jurisdiction over the lawsuit.
- 12.3 **Fees and Expenses** each party to this Agreement will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- 12.4 **Entire Agreement.** This Agreement is complete, and all promises, representations, understandings and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by both the parties hereto, have been expressed herein.
- 12.5 **Amendment.** This Agreement may not be amended, and any waiver, change, modification, consent or discharge may not be affected, except by an instrument in writing, signed by both parties.
- 12.6 **Assign ability.** This Agreement shall be binding upon, and shall be enforceable by, and inure to the benefit of, the parties hereto and their respective successors or assigns, but it shall not be assignable by BELLEPLAIN to another provider or any other entity without the prior written consent of TOWNSHIP.
- 12.7 **Waivers; Severability.** The failure of either of the parties hereto to require the performance of a term or obligation under this Agreement, or the waiver by either of the parties of any breach hereunder, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. In the event that any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision, of this Agreement, but this Agreement shall be construed as if such invalid

or illegal or unenforceable provision, or part of a provision, had never been contained herein.

12.8 Sections Headings. This Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST

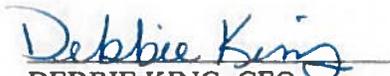
DENNIS TOWNSHIP

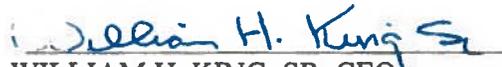

TOWNSHIP CLERK
Jacqueline B. Justice, RMC


MAYOR
Eugene L. Glembocki

ATTEST

BELLEPLAIN EMERGENCY CORP


DEBBIE KING, CFO


WILLIAM H. KING, SR, CEO

TOWNSHIP OF DENNIS

**COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION NO. 2010-153

RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BY AND BETWEEN BELLEPLAIN EMERGENCY CORP., INC. AND THE TOWNSHIP OF DENNIS FOR AN ADDITIONAL FIVE (5) YEARS THROUGH DECEMBER 31, 2016

WHEREAS, the Township of Dennis and Belleplain Emergency Corp., Inc., entered into an agreement to provide for emergency dispatch services for a period from January 1, 2007 through December 31, 2011; and

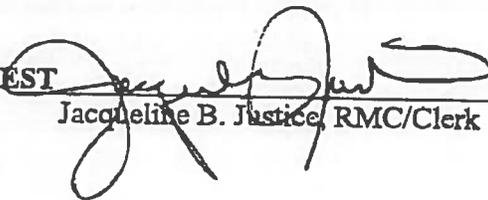
WHEREAS, the parties have agreed to extend the said contract under the same terms and conditions through December 31, 2016; and

WHEREAS, the original contract and this extension are awarded as an extraordinary unspecifiable service.

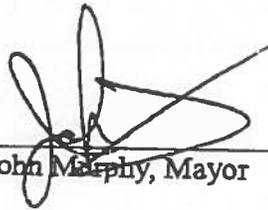
NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the agreement entered into by and between the Township of Dennis and Belleplain Emergency Corp., Inc. for the period of January 1, 2007 through December 31, 2011, be and the same hereby extended through December 31, 2016.

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk be and the same are hereby authorized and directed to sign the attached contract.

ATTEST


Jacqueline B. Justice, RMC/Clerk

ATTEST


John Murphy, Mayor

PRESENTED BY: DiCICCO

SECONDED BY: O'CONNOR

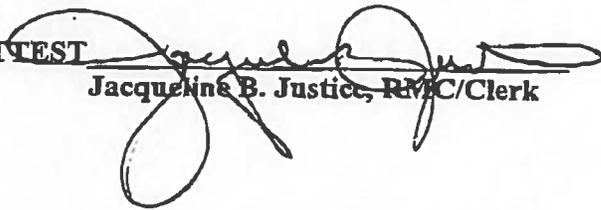
**RESOLUTION NO. 2010-153
PAGE 2**

ROLL CALL VOTE:

AYES	:	DiCICCO, O'CONNOR, BLESSING, CRIPPEN & MURPHY
NAYS	:	
ABSTAINING	:	
ABSENT	:	

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on September 21, 2010 at 6:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST


Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

**COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION NO. 2006-207

**RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES
(E.U.S.) BETWEEN THE TOWNSHIP OF DENNIS AND THE BELLEPLAIN
EMERGENCY CORP. FOR DISPATCHING SERVICES**

WHEREAS, in the past the Township of Dennis has entered into an Interlocal Services Agreement with the Township of Middle for Dispatching Services; and

WHEREAS, said contract with the Township of Middle is set to expire on 12/31/2006; and

WHEREAS, Belleplain Emergency Corp., who operate out of Dennis Township, have obtained all necessary approvals and equipment to establish a state of the art Dispatching Center; and

WHEREAS, the Township Committee feel that the best interests of the residents of Dennis Township would be best served by entering into a contract with Belleplain Emergency Corp. for Dispatching Services.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, as follows:

1. That a contract for Extraordinary Unspecifiable Services (E.U.S.) with Belleplain Emergency Corp. be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5.(1)(a)(ii) the previous settlement negotiated by the Tax Assessor and Township Solicitor be and the same hereby rejected by the Township Committee.
2. That the term of the contract shall be from January 1, 2007 through December 31, 2011 at a total cost of \$634,047.20 as stated in the attached Agreement.
3. A copy of this Resolution and Agreement shall be available for inspection in the Municipal Clerk's Office. A copy of this Resolution will be published on one (1) occasion in the Herald.

ATTEST

Jacqueline B. Justice, RMC/Clerk

ATTEST

Ruth J. Blessing, Mayor

RESOLUTION NO. 2006-207
PAGE 2

PRESENTED BY: BECK

SECONDED BY: CRIPPEN

ROLL CALL VOTE:

AYES	:	BECK, O'CONNOR, CRIPPEN, MURPHY & BLESSING
NAYS	:	
ABSTAINING	:	
ABSENT	:	

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on December 05, 2006 at 6:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST


Jacqueline B. Justice, RMC/Clerk

THE TOWNSHIP OF DENNIS

AN AGREEMENT BETWEEN BELLEPLAIN EMERGENCY CORP., INC., A NON-PROFIT 501-C3 CORPORATION WITH ITS PRINCIPAL PLACE OF BUSINESS AT 138 WASHINGTON STREET, BELLEPLAIN, NEW JERSEY 08270, hereinafter REFERRED TO AS "BELLEPLAIN EMERGENCY" and THE TOWNSHIP OF DENNIS, COUNTY OF CAPE MAY, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 571 PETERSBURG ROAD, DENNISVILLE, NEW JERSEY 08214 hereinafter REFERRED TO AS "DENNIS" FOR PROVIDING DISPATCHING SERVICES FOR DENNIS TOWNSHIP EMERGENCY SERVICE ENTITIES FOR A PERIOD COMMENCING JANUARY 1, 2007 AND ENDING DECEMBER 31, 2011.

WHEREAS, "DENNIS" is the governing body of The Township of Dennis, County of Cape May, State of New Jersey which requires dispatching for emergency services entities within The Township of Dennis; and

WHEREAS, "BELLEPLAIN EMERGENCY" is the owner and operator of a dispatching system which can provide dispatching for emergency service entities within The Township of Dennis; and

WHEREAS, "DENNIS" has authorized to bring into this agreement by Resolution of The Township of Dennis awarding the contract as an extraordinarily unspecifiable service.

NOW WHEREFORE, THE PARTIES HERETO, agree, covenant and contract as follows:

1. The statements of the preamble are incorporated herein by this reference thereto.

2. "BELLEPLAIN EMERGENCY" is awarded the contract to provide dispatching for emergency service entities serving Dennis Township and those entities which serve Dennis Township when they are providing emergency dispatch under mutual aid agreements and providing emergency dispatch for other entities when providing mutual aid services for Dennis Township.

3. Emergency dispatch services shall be provided by "BELLEPLAIN EMERGENCY" for the following entities:

- A. Belleplain Emergency Corp.
- B. Belleplain Volunteer Fire Company
- C. Dennis Volunteer Rescue Company
- D. Ocean View Volunteer Fire Company
- E. Dennis Township Office of Emergency Management
- F. Dennis Volunteer Fire Company

G. Coordination with New Jersey State Police

H. Emergency 911 dispatching for any entity which becomes authorized to perform emergency services and is recognized by The Township of Dennis to perform those services within The Township of Dennis.

I. Any entity supplying emergency rescue services within The Township of Dennis as a result of a mutual aid agreement with any of the entities of Dennis Township.

4. In consideration for the emergency dispatching services as set forth above, "DENNIS" shall pay to "BELLEPLAIN EMERGENCY" the sum of \$634,047.20, payable as follow:

A. The sum of \$31,702.36 due quarterly on March 31st, June 30th, September 30th and December 20th of each year during which this agreement is in full force and effect. Full and final payment of all monies due and owing shall be received by the "BELLEPLAIN EMERGENCY" no later that December 20, 2011.

B. All payment shall be due and owing on the date stated, without grace period. In the event that any payment is not received by the due date, then "DENNIS" shall pay "BELLEPLAIN EMERGENCY" interest at the rate of 5% per annum.

C. Payment shall be made upon vouchers appropriately prepared and submitted to the Township Committee on forms provided by the Township Committee.

5. The parties acknowledging agree that all employees of "BELLEPLAIN EMERGENCY" shall be employees of "BELLEPLAIN EMERGENCY" and not employees of "DENNIS". "DENNIS" shall have no responsibility of any nature for payment of salaries, compensation, benefits to any of the said employees of "BELLEPLAIN EMERGENCY". "BELLEPLAIN EMERGENCY" shall have the sole responsibility for the hiring, firing and compensating of all employees necessary to effectuate the necessary dispatch service for "DENNIS" emergency vehicles. "BELLEPLAIN EMERGENCY" shall further be solely and exclusively responsible for the purchase and maintenance of all equipment necessary to provide the afore describe dispatching service to "DENNIS".

6. All emergency dispatch services provided to "DENNIS" by "BELLEPLAIN EMERGENCY" shall be in accordance with the generally recognized and accepted procedures for dispatch services customarily used in municipalities in Cape May and Atlantic Counties, New Jersey.

7. "BELLEPLAIN EMERGENCY" agrees to indemnify and hold "DENNIS" harmless from any and all liability arising out of any act or admission by "BELLEPLAIN EMERGENCY", its agents, representatives and/or employees with regard to any action arising under or out of this contract.

8. "BELLEPLAIN EMERGENCY" shall maintain insurance coverage in a form that is satisfactory to "DENNIS" Attorney in the amount of \$1,000,000.00 per person/\$3,000,000.00 per incident.

9. Nothing contained herein shall be deemed to limit the right of "BELLEPLAIN EMERGENCY" to enter into other agreements for the providing of dispatching services to other municipalities or entities subject to the written consent of "DENNIS", which consent shall not be unreasonably withheld. If such consent is sought, "DENNIS" shall have the right to have "BELLEPLAIN EMERGENCY" equipment and personnel inspected and reviewed to ascertain that additional service can be provided without any detriment or limitation upon service to "DENNIS".

10. "BELLEPLAIN EMERGENCY" shall provide the necessary 911 dispatch function required to facilitate the New Jersey State Police which provides police protection for "DENNIS".

11. "DENNIS" agrees to share the cost of any additional equipment and/or additional RTNA lines which may be necessary to install the enhanced communication levels between "DENNIS" and "BELLEPLAIN EMERGENCY".

12. "DENNIS" agrees to pay the cost of any additional equipment that will solely benefit the Township of Dennis to enhance Dennis Township's communication system.

13. This agreement shall terminate December 31, 2011, unless the parties agree upon an extension.

14. In the event that neither party notifies the other that there will be no extension of this agreement by April 1, 2011, then the agreement shall be automatically extended for one (1) year.

15. This agreement shall be governed by the laws of the State of New Jersey.

16. This agreement contains the entire understanding between the parties. Any modification, amendment, change, clarification shall be effective only if in writing mutually signed by both parties.

17. Any dispute or disagreement arising out of this agreement or an alleged breach thereof shall be submitted to binding arbitration which shall be heard by a retired Superior Court Judge of the State of New Jersey mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto set their hand and seal on this day of 2006.

DATED: 12-29-06

BY: Ruth Blessing
RUTH BLESSING, MAYOR
TOWNSHIP OF DENNIS

ATTEST: Jacqueline B. Justice
JACQUELINE B. JUSTICE, RMC
MUNICIPAL CLERK

DATED: 12/29-06

BY: William H. King Sr
WILLIAM H. KING, SR., C.E.O.
BELLEPLAIN EMERGENCY CORP., INC.

ATTEST: Debbie King
DEBBIE KING, SECRETARY/C.F.O.
BELLEPLAIN EMERGENCY CORP., INC.