BOROUGH OF GIBBSBORO SPECIAL COUNCIL MEETING MINUTES

April 15, 2025 7:00 P.M.

Meeting called to order at 7:00 p.m.

Pledge of Allegiance

Mayor Campbell read the Opening Statement: "All the notice requirements of the Open Public Meeting Act have been complied with in full."

ROLL CALL

Present:

Absent:

Councilman Mitchell Brown Councilman Fred Deterding Councilwoman Christine Karcsh Councilman Ronald Rickert Councilman John Ritz Councilman Glenn Werner

Professionals:

Jennifer McPeak, Siciliano & Associates

Salvatore J. Siciliano, Solicitor Shawn Seroka, Engineer

ORDINANCES FOR FIRST READING

2025-07 ORDINANCE AMENDING CHAPTER 400, ZONING, OF THE CODE OF THE BOROUGH OF GIBBSBORO TO MODIFY SECTION 14, THE RML DISTRICT

Motion to approve ordinance introduction: Councilman Brown, second Councilman Rickert

Vote: Ayes unanimous

ORDINANCES FOR SECOND READING

None

RESOLUTIONS

- 2025-4-82 RESOLUTION AUTHORIZING THE ADJUSTMENT OF 2024 PROPERTY TAX TO RONALD TORRES, A 100% DISABLED VETERAN, AT THE PREMISES BLOCK 115, LOT 14, ALSO KNOWN AS 72 WINDING WAY
- 2025-4-83 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT BY AND BETWEEN THE BOROUGH OF GIBBSBORO AND THE TOWNSHIP OF VOORHEES TO PROVIDE EMS/BLS SERVICES IN ACCORDANCE WITH N.J.S.A. 40A:65-1 ET SEQ.

Public comment on pending resolutions: None

Motion to approve resolutions: Councilman Brown, second Councilman Rickert

Poll: Ayes - Brown, Deterding, Karcsh, Rickert, Ritz, Werner

(Councilman Werner recused on 2025-4-83)

OLD BUSINESS

NEW BUSINESS

1. **EDUCATION REQUEST**

Employee:

Barry Rothberg

Position:

Emergency Management Coordinator

Course Title:

NJEMA Symposium

Location/Dates:

Monmouth University/June 12, 2025

Cost:

\$70 (registration)

Employee:

Wayne Hans

Position:

Construction Official

Course Title:

2025 Building Safety Conference of New Jersey

Location/Dates:

Atlantic City/May 14-16, 2025

Cost:

\$116 per night (2 nights)

Motion to approve: Councilman Werner, second Councilman Ritz

Vote:

Ayes unanimous

2. FACILITIES USE REQUEST

Applicant:

Gibbsboro Community Garden/Eastern Regional High School

Facility:

Senior Recreation Center

Date/Time:

July 9, 2025 (9:00 a.m.-2:00 p.m.)

Fee/Bond:

Waiver requested

Motion to approve: Councilman Brown, second Councilwoman Karcsh

Vote:

Ayes unanimous

VOUCHERS

Motion to dispense reading and approve vouchers in the amount of \$39,413.07: Councilman Rickert, second Councilman Ritz

Vote: Ayes unanimous

CLOSING COMMENTS

MEETING OPEN TO THE PUBLIC

Beth Kern, 8 Clearbrook Drive Barbara Shelton Gerace, 4 Farwood Road

INFORMATIONAL

1. Next regular meeting of the Borough Council is April 23, 2025 at 7:00 p.m.

ADJOURNMENT

Motion to adjourn the meeting at 7:09 p.m. Councilman Rickert, second Councilman Werner

Vote: Ayes unanimous

Edward G. Campbell, III

Mayor

Amy C. Troxel, RMC

Borough Clerk

REST OF PAGE INTENTIONALLY LEFT BLANK

RESOLUTION OF THE BOROUGH OF GIBBSBORO AUTHORIZING THE ADJUSTMENT OF 2024 PROPERTY TAX TO RONALD TORRES, A 100% DISABLED VETERAN, AT BLOCK 115, LOT 14

WHEREAS, N.J.S.A. 54:4-3.30a provides that certain disabled veterans are entitled to a total tax exemption; and

WHEREAS, on December 12, 2024, Ronald Torres, the owner of the property known as Block 115, Lot 4, also known as 72 Winding Way, Gibbsboro, NJ, was granted a 100% disabled veteran property tax exemption by the Municipal Assessor from January 1, 2025 through December 31, 2025; and forward

WHEREAS, the Municipal Assessor is not able to adjust the tax assessment or property class after January 10th of the year assessed; and

WHEREAS, the Camden County Board of Taxation is not able to adjust the assessed value of property class of the property after January 10th of the year assessed, and

WHEREAS, the Municipal Tax Collector requests cancellation of 2024 tax billing of \$610.41 for the period of December 12, 2024 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Gibbsboro, County of Camden, and State of New Jersey, that the Tax Collector is hereby authorized to cancel tax billing on Block 115, Lot 4 in the amount of \$610.41 per R.S. 54:4-3.30a.

BE IT FURTHER RESOLVED that a copy of this Resolution is forwarded to the Tax Assessor, Chief Financial Officer, Tax Collector, and Camden County Board of Taxation to advise them of the action taken by the Borough Council on this matter.

Edward G. Campbell, III

Mayor

Amy C. Troxel, RMC Borough Clerk

	AYE	NAY	ABSENT	ABSTAIN
BROWN	/			
DETERDING	/			
KARCSH	/			
RICKERT				
RITZ	✓			
WERNER	✓			

Adopted: April 15, 2025

RESOLUTION OF THE BOROUGH OF GIBBSBORO AUTHORIZING THE MAYOR TO EXECUTE A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF GIBBSBORO AND THE TOWNSHIP OF VOORHEES TO PROVIDE EMS/BLS SERVICES IN ACCORDANCE WITH N.J.S.A. 40A:65-1 ET SEO.

WHEREAS, pursuant to the Uniform Shared Services and Consociation Act, N.J.S.A. 40a:65-1 et seq., any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Borough of Gibbsboro (Hereinafter referred to as "Gibbsboro") and the Township of Voorhees (Hereinafter referred to as "Voorhees") wish to enter into a Shared Services Agreement for Voorhees to provide EMS/BLS Services to Gibbsboro for a five (5) year period.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of Gibbsboro, County of Camden, State of New Jersey, that the Mayor is hereby authorized to execute an agreement with the Township of Voorhees entitled "SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF GIBBSBORO AND THE TOWNSHIP OF VOORHEES TO PROVIDE EMS/BLS SERVICES IN ACCORDANCE WITH N.J.S.A. 40A:65-1-ETSEO.".

Edward G. Campbell, III

Mayor

Amy C. Troxel, RMC Borough Clerk

MeTroxel

	AYE	NAY	ABSENT	ABSTAIN
BROWN	V			
DETERDING	V			
KARCSH	/			
RICKERT	V			
RITZ	✓			
WERNER				✓

Adopted: April 15, 2025

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF GIBBSBORO AND THE TOWNSHIP OF VOORHEES TO PROVIDE EMS/BLS SERVICES IN ACCORDANCE WITH N.J.S.A. 40A:65-1 ET SEQ.

I HEREBY CERTIFY, that the foregoing resolution is a true copy of a resolution adopted by Mayor and Council of the Borough of Gibbsboro, New Jersey at their meeting held April 15, 2025.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of this Borough.

Amy C. Troxel, RMC

MOTROXEL

Borough Clerk

SHARED SERVICES SERVICE AGREEMENT BY AND BETWEEN THE BOROUGH OF GIBBSBORO AND THE TOWNSHIP OF VOORHEES TO PROVIDE EMS/BLS SERVICES IN ACCORDANCE WITH N.J.S.A. 40A:65-1 ET SEQ.

THIS AGREEMENT made this Lyth day of April, 2025 by and between the Borough of Gibbsboro ("Gibbsboro"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 49 Kirkwood Road, Gibbsboro, New Jersey 08043 and the Township of Voorhees ("Voorhees"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 2400 Voorhees Town Center, Voorhees, NJ 08043 and;

WHEREAS, Gibbsboro and Voorhees are desirous of entering into an Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) ("Shared Services Act"), for Voorhees to provide EMS/BLS Services to Gibbsboro for a five (5) year period; and

WHEREAS, under the Shared Services Act, any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, by Resolution No. 2025-4-83 adopted April 15, 2025, Gibbsboro authorized the execution of the aforementioned, Shared Services Agreement; and

WHEREAS, by Resolution No. 148-25 adopted April 14, 2025, Voorhees authorized the execution of the aforementioned, Shared Services Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties and for the consideration set forth below, the parties hereto agree as follows:

- 1. <u>Term.</u> The term of this Agreement shall be for the from January 1, 2025, through December 31, 2029.
- 2. <u>Services</u>. Voorhees shall provide EMS/BLS Services as available to Gibbsboro pursuant to the terms of this Agreement.
- 3. <u>Fees.</u> Gibbsboro agrees to pay an annual amount of \$53,907.82 to Voorhees in quarterly installments on February 15, May 15, August 15, and November 15 for each year of this Agreement.
- 4. Indemnification. Each Party (the "Indemnifying Party) shall protect, indemnify, and hold harmless the other Party, its officers, officials, employees, agents and consultants, (collectively, the "Indemnified Parties"), from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the Indemnified Parties in any proceeding or suit, including appeals for personal injury to, or death of, any person or persons, or for loss or damage to property, arising out of the acts or omissions of the Indemnifying Party in its performance (or breach or non-performance) of the Indemnifying Party's obligations under this Agreement. The Indemnifying Party is not, however, required to protect, indemnify or hold harmless any Indemnified Parties for loss or claim resulting from performance (or non-performance) of the Indemnified Parties obligations under this Agreement or the negligence or willful misconduct of any Indemnified Party. The Indemnifying Party's indemnify obligation is for the exclusive benefit of the Indemnified Parties and in no event shall such indemnity inure to the benefit of any third Person. The protection afforded to the Indemnified Parties, by the Indemnifying Party, by this paragraph, shall not be limited, in any way, by any limitation elsewhere in this Agreement with respect to the other remedies provided herein.

- 5. Action or failure to act. No action or failure to act by any Party shall constitute a waiver of any right or duty afforded to the Parties pursuant to this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder except as may be specifically agreed to in writing.
- 6. <u>Affirmative Action</u>. The parties hereto agree to incorporate herein the requirements of P.L. 1975, c. 127, as amended, and Voorhees further agrees to comply with the regulations promulgated thereto by the Treasurer, as set forth at N.J.A.C. 17:27-5.2, et seq.
- 7. **Entire understanding.** This Agreement sets forth the entire understanding between Gibbsboro and Voorhees with respect to the subject matter hereof. No change in, addition to, or waiver of any provisions of this Agreement shall be binding upon either party unless in writing, signed by all parties.
- 8. Amendments. This Agreement may be amended or modified only in writing signed by both parties.
- 9. <u>Notices</u>. All notices given pursuant to the terms of this Agreement shall be sent by certified mail to the addresses listed in the preamble above.
- 10. **Governing Law.** This Agreement and any questions concerning its validity, construction, and performance shall be governed by the laws of the State of New Jersey.
- 11. <u>Counterparts</u>. This Agreement may be executed in more than one counterpart each of which shall be deemed to be an original.
- 12. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to this Agreement, or such other appropriate changes as shall, to the maximum extent practicable in light of such determination, implement and give, effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise effected by such action, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first written above.

BOROUGH OF GIBBSBORO	TOWNSHIP OF VOORHEES
Edward Campbell, Mayor	Michael R. Mignogna, Mayor
Attest: WeTroxil	Attest: Do Oler
	Dee Ober, RMC

RESOLUTION NO. 148-25

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF GIBBSBORO TO PROVIDE EMS/BLS SERVICES

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., the Township of Voorhees ("Voorhees") is authorized to enter into an agreement for shared services; and WHEREAS, the Borough of Gibbsboro ("Gibbsboro") and Voorhees are desirous of entering into 40A:65-1 et seq.) ("Shared Services Act"), for Voorhees to provide EMS/BLS Services to Gibbsboro for a a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. five (5) year period; and

other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary WHEREAS, under the Shared Services Act, any local unit may enter into an agreement with any purposes of any of the participating local units; and WHEREAS, the Mayor and Township Committee finds that it is in the best interests of the residents of the Township of Voorhees to enter into the Shared Services Agreement. NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Voorhees as follows:

- The Mayor and/or his designee is hereby authorized to execute a Shared Services Agreement in a form to be approved by the Township Solicitor with the Borough of Gibbsboro for the provision of EMS/BLS Services.
- The Shared Services Agreement shall be placed on file in the office of the Clerk of the Township of Voorhees. α
- copy of this Resolution and a copy of the fully executed Agreement upon Solicitor approval to the Division of Local Government Services in the Department of Community Affairs. The Clerk of the Township of Voorhees is hereby authorized and directed to provide a certified $\ddot{3}$

DATED: APRIL 14, 2025

SECONDED: MR. PLATT

MOTION: MR. RAVITZ

AYES: ALL

NAYS: NONE

APPROVED BY Michael Mignogna, Mayor Michael Mignogna, Mayor

I, Dee Ober, Municipal Clerk of the Township of Voorhees, hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Mayor and Township Committee of the Township of Voorhees at their meeting of April 14, 2025, held in the Municipal Building, 2400 Voorhees Town Center, Voorhees, NJ 08043.

Dee Ober, RM Township Clerk