

ORDINANCE 2011-04

**AN ORDINANCE OF THE TOWNSHIP OF BARNEGAT,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING
LEASE OF PROPERTY OWNED BY THE TOWNSHIP OF BARNEGAT,
BLOCK 92.110, LOT 2, A/K/A 979 WEST BAY AVENUE, BARNEGAT,
NEW JERSEY, TO QUALITY MEDICAL TRANSPORT, INC., IN
ACCORDANCE WITH PROVISIONS SET FORTH IN N.J.S.A. 40A:12-14**

BE IT ORDAINED, by the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

SECTION 1: The Township Committee has adopted a Resolution authorizing an extension of a prior agreement with Quality Medical Transport, Inc., for a period of three (3) years expiring on July 17, 2013 whereby, in accordance with this agreement, Quality Medical Transport, Inc. will provide emergency basic life support services to the residents of the Township of Barnegat, without out-of-pocket expenses to the residents of Barnegat Township for this service.

SECTION 2: The Township desires to lease to Quality Medical Transport, Inc. the First Aid Squad building owned by the Township located at Block 92.110, Lot 2, a/k/a 979 West Bay Avenue, Barnegat, New Jersey.

SECTION 3: The Township Solicitor has prepared a lease agreement for the subject property which has been reviewed by the Township Committee and found to be acceptable as to form and content.

SECTION 4: Pursuant to the provisions of N.J.S.A. 40A:12-14(c) the Township Committee specifically finds as follows:

- (a) The lease to be entered into by the Township Committee will be with Quality Medical Transport, Inc., P.O. Box 320, Bayville, New Jersey 08721.
- (b) The public service to be served by the tenant will be to provide emergency basic life support services to the residents of Barnegat Township, without out-of-pocket expenses to the residents of Barnegat Township for this service.
- (c) The number of persons benefiting from this public service served by the tenant will be all of the residents and citizens of Barnegat Township.
- (d) The officer and employees responsible for enforcement of the conditions of this lease is the Barnegat Township Administrator, David Breedon.
- (e) The lease agreement provides for payment of \$1,125.38 from August, 2010 through July, 2011, \$1,170.00 from August, 2011 through July, 2012 and \$1,217.00 from August, 2012 through July, 2013. In addition, the tenant will pay for all sewer, water, electric and gas charges. The tenant will provide standard liability insurance protection in accordance with paragraph 21 of the lease agreement. The tenant will be

solely responsible for all cleaning (interior and exterior) of the facility along with the performance of minor repair and maintenance work.

SECTION 5: A copy of the lease agreement which is approved herein is on file at the office of the Township Clerk and can be reviewed during normal business hours.

SECTION 6: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 7: If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 8: This ordinance shall take effect after second reading and publication as required by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed by the Township Committee of Barnegat on first reading at a meeting held on the 7th day of February, 2011. The Ordinance will be considered for second and final reading at a meeting of the Township Committee which is scheduled for the 21st day of February, 2011 at 6:30 p.m. or as soon thereafter as the matter may be reached, at the Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance.

Kathleen T. West, RMC
Municipal Clerk

LEASE

This lease made on February _____, 2011

BETWEEN the Tenant:

QUALITY MEDICAL TRANSPORT, INC.

Whose address is: P.O. Box 320, Sayville, New Jersey 08721 (referred to as "Tenant")

And the Landlord:

TOWNSHIP OF BARNEGAT, a body politic

Whose address is 900 West Bay Avenue, Barnegat, New Jersey 08005 (referred to as "Landlord")

The word tenant means each tenant named above.

1. **Property:** the Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the property known as:

Block 92.110, Lot 2 – 979 West Bay Avenue, Barnegat, NJ 08005

2. **Term:** The term of this lease is for Thirty-Six (36) months starting on August, 2010 and ending July, 2013. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Property at the start of this Lease. However, rent will only be charged from the date on which possession of the Property is made available to the Tenant. If the Landlord cannot give possession within thirty (30) days after the starting date, the Tenant may cancel this Lease.

3. **Rent.** The Tenant agrees to pay Forty-two thousand one hundred forty-seven and 36/100 dollars (\$42,147.36) plus utilities as rent, to be paid as follows: \$1,125.28 per month, due on the 1st day of each month up to and including the payment due on July 1, 2011. Thereafter beginning August, 2011 the payment will be \$1,170.00 per month, due on the 1st day of each month up to and including the payment due on July 1, 2012. Thereafter beginning August, 2012 the payment will be \$1,217.00 per month due on the 1st day of each up to and including July 1, 2013. The first payment of rent in the amount of \$1,125.28 per month is due upon the signing of this lease by the Tenant. The Tenant must pay a late charge of \$30.00 as additional rent for each payment that is more than ten (10) days late. This late charge is due with the monthly rent payment.

The Tenant must also pay a fee of \$25.00 as additional rent for any dishonored check.

4. **Lease of Property.** The Tenant may use the Property only for the following purposes(s):

Storage for the Tenant's ambulances and associated medical emergency services equipment, along with accommodations for personnel/staff.

5. **Eviction.** If the Tenant does not pay the rent within thirty (30) days after it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any moneys owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Property. Rent received from any Tenant will reduce the amount owed the Landlord.
6. **Payments by Landlord.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease
7. **Care of the Property.** The Tenant has examined the property, including all facilities, furniture and appliances', and is satisfied with its present condition. The Tenant agrees to maintain the Property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant to the Tenant's visitors. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out.
8. **Repairs by Landlord.** If the Property is damaged by fire or other casualty, the Tenant will promptly notify the Landlord. The Landlord will be given a reasonable time in which to make repairs. If the Tenant is required to leave the Property, the Tenant's duty to pay rent will temporarily cease, unless the damage was caused by the Tenant's act or neglect. If the property is totally destroyed, this Lease will end and the Tenant will pay rent up to the date of destruction.
9. **Alterations.** The Tenant must get the Landlord's prior written consent to alter, improve, paint or wallpaper the Property. Alterations, additions and improvements become the Landlord's Property.

10. **No Assignment or Sublease.** The Tenant may not sublease the Property or assign this Lease with the Landlord's prior written consent.
11. **Entry by Landlord.** Upon reasonable notice, the Landlord may enter the Property to provide services, inspect, repair, improve or show it. In case of emergency or the Tenant's absence, the Landlord may enter the Property with the Tenant's consent.
12. **Quiet Enjoyment.** The Tenant may remain in and use the Property without interference (from the Landlord) subject to the terms of this Lease.
13. **Hazardous Use.** The Tenant will not keep anything in the Property which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard. An exception to this clause is medical oxygen needed to provide emergency medical services.
14. **Signs.** The Tenant may not put any sign or projection (such as TV or radio antenna) in or out of the windows or exteriors of the Property with the Landlord's prior written consent.
15. **Payment of Utilities.** Tenant shall pay promptly all electric, natural gas, sanitary sewer, water, telephone and cable invoices. Payments for the electric, natural gas, water and sanitary sewer shall be paid within 15 days of the due date. A failure to pay the sanitary sewer and water charges within 15 days of the due date will be deemed a default of this Lease Agreement, the result of which will fall on the Landlord to avail itself of other remedies set forth herein.
16. **Other Tenant Responsibilities.** The Tenant will be responsible for all cleaning (interior and exterior) of the facility along with the performance of minor repair and maintenance work (i.e. light bulb replacement). The Tenant agrees to maintain the interior and exterior of the facility in a broom clean condition. The Tenant shall be responsible for maintaining the property free of ice and black ice. It is acknowledged that the Landlord will continue to be responsible for snow plowing of the property.
17. **Additional Landlord Responsibilities.** The Landlord will be responsible for turf maintenance, irrigation system, exterior lighting and preventive maintenance and repair if necessary, as well as replacement of all mechanical systems and equipment. It is understood however that the Landlord is the owner of the clothes washer and dryer located in the building which can be continued to be utilized by the Tenant at no charge.
18. **Written Approval Needed From Landlord.** Tenant must receive written approval from the Township prior to any significant or major improvements being made to the structure. Any improvements which are permanently

attached to the building will remain in place after the Tenant vacates the building.

19. **Snow Control Operation.** Landlord will be solely responsible for snow control operations (salting and plowing) of the facility including the access driveway, parking area and sidewalks, at no cost to the Tenant.
20. **Emergency Provisions.** Township is authorized to utilize the facility as deemed necessary by the Township's Administrator during times of need or during declared emergencies or disasters.
21. **Liability Protection.** Tenant shall provide to the Landlord liability insurance from a liability insurance company with an AA rating or better with limits of One million and 00/100 Dollars (\$1,000,000.00) per occurrence or Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate. Said insurance policy shall list the Township of Barnegat as an additional insured. The policy shall be renewed as necessary and shall be kept in full force and effect. The liability insurance policy and renewals thereof shall be kept on file at the Office of the Township Clerk.
22. **Early Termination of Lease Agreement.** The parties acknowledge that this Lease Agreement is for three-year term, expiring on July 31, 2013. The parties further acknowledge that the Landlord and Tenant have entered into an agreement whereby the Tenant will provide emergency medical services to the Township and its residents for three (3) years, up to July 31, 2013. If somehow the aforementioned emergency medical services to be provided by the Tenant to the Township and its citizens ceases and the agreement is no longer in effect before the expiration of the three-year period, under those circumstances this Lease Agreement shall terminate on a date coincidental to the termination of the emergency medical services agreement.
23. **Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.
24. **Parties.** The Landlord and each of the Tenants are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.
25. **Entire Lease.** All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord.
26. **Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

Township of Barnegat, Landlord

Kathleen T. West Township Clerk

David Breeden, Administrator

Witnessed or Attested by:

Quality Medical Transport, Inc, Tenant

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