Township of Tabernacle

Town Hall
163 Carranza Road
Tabernacle, NJ 08088

TOWNSHIP COMMITTEE MEETING
AGENDA

JULY 22, 2019 - 7:30 PM

Governing Body
Kimberly A. Brown, Deputy Mayor
Stephen V. Lee, IV, Township Committee
Samuel R. Moore, III, Township Committee
Joseph Yates, IV, Township Committee
Joseph W. Barton, Mayor

TOWN HALL ADMINISTRATIVE TEAM

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<td>Tax Collector</td>
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<td>Thomas Boyd</td>
<td>Robert Sunbury</td>
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<td>Township Engineer</td>
<td>Construction Official</td>
<td>Emergency Management Coordinator</td>
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<td>Peter C. Lange, Jr.</td>
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<td>La Shawn R. Barber, RMC, CMR</td>
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<td>Township Solicitor</td>
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<td>Municipal Clerk</td>
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www.townshipoftabernacle-nj.gov
I. CALL TO ORDER - FLAG SALUTE - OPEN PUBLIC MEETINGS ACT STATEMENT

II. ROLL CALL: Ms. Brown, Mr. Lee, Mr. Moore, Mr. Yates, Mayor Barton

III. PUBLIC COMMENT (Agenda items only, except first reading ordinances)

IV. ORDINANCES ON FIRST READING (Public Hearing: 8/26/2019 - 7:30 p.m.)

2019-6: An Ordinance to create the position of purchasing agent in the Township of Tabernacle
2019-7: An Ordinance amending Chapter II “Administration” by adding Section 32 “Executive Session Minutes”

V. RESOLUTIONS

2019-83: Authorize approval to renewal of plenary retail consumption license for PPDA, Inc.
2019-84: Authorize approval to submit a grant application and execute a grant contract with the NJDOT for the Oak Shade Road Phase II Repaving
2019-85: Authorize approval to submit a grant application and execute a grant contract with the NJDOT for the Pricketts Mill Road Repaving Project
2019-86: Authorize appointment of part-time public works laborer (Robert E. Carr, III)
2019-87: Authorize appointment of part-time fire inspector (Ernest Joseph Boegly)
2019-88: Authorize award of contract for 2019 CDBG Improvements
2019-89: Authorize the approval for special items of revenue and appropriation: Chapter 159 for 2019 CDBG Award
2019-90: Authorize Township Engineer to prepare plans and specification to solicit bids for Flyatt Road storm damage repair
2019-91: Authorize finance department to refund construction permit fee (B/2002, L/11.01)

VI. APPROVAL OF BILLS

VII. APPROVAL OF MINUTES

- June 10, 2019 (CS)
- June 24, 2019 (Regular & CS)

VIII. REPORTS: a) Engineer b) Administrator c) Solicitor d) Committee

IX. PUBLIC COMMENT (please state your name & address for the record – 3 minutes)

X. ADJOURNMENT
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

ORDINANCE 2019-6
AN ORDINANCE TO CREATE THE POSITION OF PURCHASING AGENT IN THE TOWNSHIP OF TABERNACLE, COUNTY OF BURLINGTON, STATE OF NEW JERSEY

BE IT ORDAINED by the Township Committee of the Township of Tabernacle, in the County of Burlington, State of New Jersey as follows:

1. There is hereby created the position of Purchasing Agent for the Township of Tabernacle.
2. The Purchasing Agent shall be appointed by the Township Committee.
3. The Purchasing Agent is required to possess a valid Qualified Purchasing Agent certificate, as issued by the New Jersey Division of Local Government Services, Department of Community Affairs.
4. The Purchasing Agent shall have, on behalf of the Township Committee of the Township of Tabernacle, the authority, responsibility and accountability for the purchasing activity pursuant to Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); to prepare public advertising for and to receive bids and requests for proposals for the provision or performance of goods, services and construction contracts; to award contracts pursuant to New Jersey law in accordance with the regulations, forms and procedures promulgated by state regulatory agencies; and conduct any activities as may be necessary or appropriate to the purchasing function of the Township of Tabernacle.
5. The Township of Tabernacle hereby adopts the contracting unit bid threshold pursuant to N.J.S.A. 40A:11-3 and N.J.A.C. 5:34-5.2.
6. All ordinances or parts of ordinances inconsistent herewith are repealed to the extent of such inconsistency.
7. If any word, phrase, clause, section or provision of this ordinance shall be found by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause, section, or provision shall be severable from the balance of the ordinance and the remainder of the ordinance shall remain in full force and effect.
8. This ordinance shall take effect immediately upon final passage and publication as required by law.

First Reading: July 22, 2019
Second Reading: August 26, 2019

La Shawn R. Barber, RMC
Township Clerk

Joseph W. Barton, Mayor
TOWNSHIP OF TABERNACLE

ORDINANCE NO. 2019-7

AN ORDINANCE OF THE TOWNSHIP OF TABERNACLE
COUNTY OF BURLINGTON, STATE OF NEW JERSEY
AMENDING CHAPTER II “ADMINISTRATION” BY ADDING SECTION
32 “EXECUTIVE SESSION MINUTES”

WHEREAS, The Tabernacle Township Committee in regular session on the 27th day of August, 2018, resolved to create the Minutes Review Subcommittee in a proactive attempt to ensure the prompt availability of closed session minutes to the public; and

WHEREAS, The Tabernacle Township Committee recognizes the value of open government and is dedicated to the faithful adherence to the extensive rights to inspect and copy public records enjoyed by the public pursuant to the Open Public Records Act, located at N.J.S.A. 47:1A-1.1, and the common law right to know; and

WHEREAS, The Open Public Meetings Act, located at N.J.S.A. 10:4-14, must be interpreted to promote the salutary legislative purpose of requiring governmental bodies to conduct their business in public, and the stated statutory exemptions permitting closure must be strictly construed; and

WHEREAS, even where closure of public meetings is permissible, minutes of the closed meetings, as full as permitted by the nature of the exemption, must be promptly made available; and

WHEREAS, the Committee wishes to modify the Township Ordinances to conform to the above-referenced Resolution.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

CHAPTER II “ADMINISTRATION” is hereby amended to include SECTION 32 “EXECUTIVE SESSION MINUTES” to read as follows:

1. Minutes Review Subcommittee. There shall be a minutes review subcommittee (MRS) consisting of the Administrator, the Township Attorney and the Township Clerk, whose job shall be to periodically review approved closed sessions of the Township Committee and make further determinations on behalf of the Committee on which previously adopted minutes should be made public. The MRS shall have no power and shall not be a “public body” within the meaning of the Open Public Meetings Act.
2. Meetings of MRS. The MRS shall meet on an as-needed basis. Meetings of the MRS shall be scheduled at the convenience of the MRS members by the Township Clerk and may be conducted electronically.

3. Preparatory staff work. Prior to each meeting of the MRS, the Township Clerk shall prepare a list of all previously approved closed session minutes that have not been made public. The list and the minutes listed shall be made available to the MRS at their meetings.

4. Basis for recommendation. Recommendations to make minutes public shall be on a case-by-case basis, taking into consideration both the interest in maintaining confidentiality set forth in N.J.S.A. 10:4-12 and the interest in prompt disclosure set forth in N.J.S.A. 10:4-14. The applicable guidelines set forth in paragraph 7 of this resolution may be considered as a general standard.

5. Decision. The decision by the MRS to make public the previously approved minutes of any closed session shall be based on a finding, including that of the Township Solicitor on behalf of the Township Committee, that public disclosure of the matters discussed at such closed session will not be detrimental to the public interest. In cases where more than one matter was discussed in closed session, the MRS may elect to make public only the minutes pertaining to certain of those matters, and to keep the rest of the minutes confidential. Should the minutes contain any material entitled to protection [such as, for example, personnel records, see Hughes Exec. Order No. 9, 9/30/63, amended by Byrne Exec. Order No. 11, 11/15/74; Trenton Times Corp. v. BOE City of Trenton. 138 N.J. Super. 357 (App. Div. 1976)], the MRS shall excise such protected matter, provided, that all materials required to be contained in the minutes by N.J.S.A. 10:4-14 shall be set forth.

6. Once public, always public. Minutes which are made public shall not thereafter be treated as confidential, but may be seen and copied by any person in the same manner as minutes of open meetings.

7. Guidelines. The following general guidelines pertaining to the nine purposes for closed meetings set forth in N.J.S.A. 10:4-12. B. may be considered in deciding when to make public minutes of closed sessions:

   (a) Matters required by law to be confidential. When the need to preserve the secrecy of the confidential information discussed no longer exists; provided, that material entitled to court protection shall not be disclosed.

   (b) Matters affecting the right to receive federal funds. When disclosure would no longer impair the right to receive funds or cause funds already received to be forfeited.
(c) Matters involving individual privacy. Such matters shall not be disclosed except as ordered by a court of competent jurisdiction, or with the written consent of all of the individual(s) concerned. (See South Jersey Publishing Co. Inc. v. N.J. Expressway Auth., 124 N.J. 478 (1991).

(d) Matters relating to collective bargaining agreements. When the collective bargaining agreement has been made and ratified.

(e) Certain matters involving public funds. After the transaction involving the public funds has been made.

(f) Matters affecting public safety and property. When disclosure would no longer impair the safety and property of the public or the conduct of any investigation.

(g) Litigation, contract negotiation and certain privileged matters. As to litigation, when a final decision has been rendered and all rights of appeal are exhausted; as to anticipated litigation, when the statute of limitations has expired or a binding settlement precluding litigation has been made; as to contract negotiation, when either the contract has been made and is binding of all parties or if not made, when negotiation is terminated; as to matters falling within the attorney-client privilege, at such time, if ever, that disclosure would not violate the attorney’s ethical duties.

(h) Employment matters. When the employment decision has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to court protection shall not be disclosed.

(i) Deliberations after hearing in penalty matters. After the decision to impose or not impose the penalty has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to court protection shall not be disclosed.

8. All meeting minutes shall be drafted and approved by the governing body within the time set forth in the Open Public Meetings Act, N.J.S.A. 10:4-8, et seq. (“OPMA”) and applicable case law.

9. Except as set forth herein, minutes of meetings of the governing body from which the public has been excluded (“Closed Session Minutes”) shall be available to the public upon request duly submitted to the Township redacted or unredacted.

10. With respect to Closed Session Minutes, at the time those minutes are approved, the Township Committee shall determine which portions of the minutes are not appropriate for release to the public under the OPMA or the Open Public Records Act, N.J.S.A. 47:1A-1.1, et seq. (“OPRA”) and such minutes shall be reviewed in accordance with paragraph 11 hereof.
On a quarterly basis, the MRS shall review Closed Session Minutes to determine what additional portions, if any, shall be released to the public. Release of Closed Session Minutes in response to an OPRA request shall not be delayed by a second review or approval by the Township Committee of Closed Session Minutes that have already been approved. The Township Clerk will continue to put all regular minutes on the Township website promptly upon adoption and approval by the governing body. The Township Clerk will place all executive session minutes on the Township website promptly upon adoption and approval in redacted and unredacted form. The Township Clerk will update the executive session minutes on the Township website promptly upon modification as it concerns any approval to release previously redacted minutes or portions thereof. Such review shall include all Closed Session Minutes approved by the governing body since January 1, 2017.

SECTION 2: All ordinances, resolutions or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3: 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 separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion.

BE IT FURTHER ORDAINED that this ordinance shall take effect upon proper passage and in accordance with the law.

ALL OF WHICH IS ADOPTED this 22nd day of July 2019, by the Tabernacle Township Committee.

La Shawn Barber, RMC/CMR
Municipal Clerk

Joseph W. Barton, Mayor

PUBLIC NOTICE

Public Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at the Regular Meeting by the Commissioners of the Township of Tabernacle held on Monday, July 22, 2019.
RESOLUTION 2019-83
RENEWAL OF PLENARY RETAIL CONSUMPTION LICENSE FOR PPDA INC.

WHEREAS, Tabernacle Township has received an application for renewal of Plenary Retail Consumption License for the 2019-2020 term for the following license premise:

1. 0335-33-002-006 * VILLAGE PUB & PACKAGE GOODS/ T/A PPDA, INC. 539 CHATSWORTH ROAD, TABERNACLE, NJ 08088

WHEREAS, the law requires that an Alcoholic Beverage Licensee Retail Clearance Certificate must be granted by the Division of Taxation prior to renewal; and

WHEREAS, all fees have been deposited and required paper work filed with the Township Clerk having no written objections filed opposing the renewal application.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Tabernacle, in the County of Burlington, State of New Jersey as follows:

2. The Township Committee does hereby find that the applicants are qualified to be license according to all statutory, regulatory, and local governing ABC laws and regulations.

BE IT FURTHER RESOLVED, as per Title 33, the Township Clerk is authorized to issue said licenses for the year 2019-2020 and files a certified copy of this Resolution with the New Jersey Division of Alcoholic Beverage Control.

Date: July 22, 2019

La Shawn R. Barber, R.M.C.  Joseph W. Barton, Mayor
Municipal Clerk

VOTE ON ADOPTION

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I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Tabernacle at a meeting held on the 22nd day of July 2019.

La Shawn R. Barber, RMC
Municipal Clerk
State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

6/28/2019

LIQUOR LICENSE NUMBER: 0335-33-002-006
SALES TAX REGISTRATION NUMBER: XXX-XX-2080/000

PPDA INC

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

John J. Ficara
Acting Director, Division of Taxation

New Jersey Is An Equal Opportunity Employer
STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
PO BOX 087, TRENTON, NJ 08625-0087

PERMIT NUMBER: 71750
AD INTERIM PERMIT
DATE ISSUED: 06/28/2019
EXPIRATION DATE: 07/30/2019
FEES: $225.00

PERMITTEE: PPDA INC
539 CHATSWORTH RD
TABERNACLE, NJ 08088
USA

LICENSE NO: 0035-33-002-006

LICENSEE:
PPDA INC
539 CHATSWORTH RD
TABERNACLE, NJ 08088
USA

PREMISES: 35 - TABERNACLE TOWNSHIP

LOCAL ISSUING AUTHORITY:

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED ON THE PERMITTED PREMISES.

THIS PERMIT IS SUBJECT TO ANY SPECIAL CONDITIONS IMPOSED BY THE ISSUING AUTHORITY UPON THIS LICENSE FOR THE PRIOR LICENSE TERM, AND TO ALL ORDINANCES AND/OR MUNICIPAL RESOLUTIONS NOW OR HEREAFTER IN FULL FORCE AND EFFECT IN THE ABOVE MENTIONED MUNICIPALITY.

THIS PERMIT SHALL HAVE THE SAME FORCE AND EFFECT AS THE LICENSE CAPTIONED ABOVE, ISSUED TO THE PERMITTEE FOR THE ABOVE MENTIONED PREMISES.

THIS PERMIT SHALL REMAIN IN FORCE AND EFFECT UNTIL THE ABOVE ISSUING AUTHORITY SHALL ADJUDICATE UPON THE PERMITTEE'S APPLICATION FOR LICENSE RENEWAL AND GRANT OR DENY RENEWAL OF SAID LICENSE.

IF APPLICABLE, THIS PERMIT IS EXPRESSLY CONDITIONED THAT IN THE EVENT OF GRANTING OF PERMITTEE'S APPLICATION FOR LICENSE RENEWAL, THE ISSUING AUTHORITY SHALL RETAIN THE FULL ANNUAL FEE FOR SUCH LICENSE, LESS THE PRORATED PORTION THEREOF REPRESENTING THE PERIOD PRIOR TO THE EFFECTIVE DATE OF THIS PERMIT DURING WHICH THE APPLICANT DID NOT ENGAGE IN THE SALE OF ALCOHOLIC BEVERAGES.

IF APPLICABLE, THIS PERMIT IS EXPRESSLY CONDITIONED THAT IN THE EVENT OF DENIAL OF PERMITTEE'S APPLICATION FOR LICENSE RENEWAL, THE ISSUING AUTHORITY SHALL RETAIN, IN ADDITION TO THE STATUTORY TEN PERCENT INVESTIGATION FEE, THE PRORATE PORTION OF THE ANNUAL LICENSE FEE FOR THE PERIOD DURING WHICH THIS PERMIT SHALL HAVE BEEN IN EFFECT.

THIS PERMIT IS EXPRESSLY SUBJECT TO ALL LIMITATIONS AND CONDITIONS HEREIN SET FOR TH OR HEREAFTER IMPOSED, AND TO ALL RULES AND REGULATIONS PROMULGATED HERETOFORE AND HEREAFTER BY THE DIRECTOR OF THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL. THIS PERMIT MAY BE CANCELED BY THE DIRECTOR OF THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL IN HIS SOUND DISCRETION AT ANY TIME WITHOUT NOTICE, REASON OR CAUSE.

James B. Graziano
Acting Director
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-84
APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT
CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR
THE OAK SHADE ROAD PHASE II REPAVING PROJECT

WHEREAS, there exists a need to repave Oakshade Road from Medford Lakes Road to the
Township line; and,

WHEREAS, this project will improve the condition of the road and promote safe transit through
the township.

NOW, THEREFORE, BE IT RESOLVED that Committee of the Township of Tabernacle
formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an
electronic grant application identified as MA-2020 Oak Shade Road Phase II-00459 to the
New Jersey Department of Transportation on behalf of the Township of Tabernacle.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the
grant agreement on behalf of the Township of Tabernacle and that their signature constitutes
acceptance of the terms and conditions of the grant agreement and approves the execution of the
grant agreement.

DATE: July 22, 2019

JOSEPH W. BARTON, MAYOR

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

VOTE ON ADOPTION

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I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Tabernacle at a meeting held on the 22nd day of July 2019.

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK
TOWNSHIP OF TABERNACLE  
BURLINGTON COUNTY, NEW JERSEY  

RESOLUTION 2019-85  
APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE PRICKETTS MILL ROAD REPAVING PROJECT  

WHEREAS, there exists a need to repave Pricketts Mill Road from Medford Lakes Road to the Township line; and  

WHEREAS, this project will improve the condition of the road and promote safe transit through the township.  

NOW, THEREFORE, BE IT RESOLVED that Committee of the Township of Tabernacle formally approves the grant application for the above stated project.  

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2020-Pricketts Mill Road–00497 to the New Jersey Department of Transportation on behalf of the Township of Tabernacle.  

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Tabernacle and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.  

DATE: July 22, 2019  

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JOSEPH W. BARTON, MAYOR  

LA SHAWN R. BARBER, RMC  
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LA SHAWN R. BARBER, RMC  
MUNICIPAL CLERK
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-86
AUTHORIZING THE APPOINTMENT FOR PUBLIC WORKS LABORER
ROBERT E. CARR, III

WHEREAS, the Director of Public Works recognizes the need to fill the position of part-time Laborer with a responsible applicant to primarily handle any labor task for the Department of Public Works; and

WHEREAS, it is the recommendation of the Superintendent and Foreman of Public Works that Robert E. Carr, III be appointed to the part time laborer’s position within the Department of Public Works.

WHEREAS, funds are available for payment of his salary in the 2019 municipal budget for the rate of $20.00 per hour.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of Tabernacle Township, County of Burlington, State of New Jersey, authorize the appointment of Robert E. Carr, III for the part-time Laborer in Public Works Department, effective July 29, 2019.

DATE: JULY 22, 2019

JOSEPH W. BARTON, MAYOR

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

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LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-87
AUTHORIZING THE APPOINTMENT OF PART-TIME FIRE INSPECTOR
ERNEST JOSEPH BOEGLY

WHEREAS, Tabernacle Construction Official / Fire Marshall recognizes the need to fill the position of part-time Fire Inspector with a responsible applicant having certification as a Fire Inspector by the NJ Division of Fire Safety to primarily handle fire inspections; and

WHEREAS, it is the recommendation of the Construction Official / Fire Marshal that Ernest Joseph Boegly be appointed to the part time Fire Inspector position with the Construction Office.

WHEREAS, funds are available for payment of his salary in the 2019 municipal budget for the rate of $24.50 per hour.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of Tabernacle Township, County of Burlington, State of New Jersey, authorize the appointment for Ernest Joseph Boegly for the part-time Fire Inspector, effective immediately.

DATE: JULY 22, 2019

JOSEPH W. BARTON, MAYOR

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

VOTE ON ADOPTION

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<td>Joseph W. Barton</td>
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<td>Kimberly A. Brown</td>
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<td>Stephen V. Lee, IV</td>
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<td>Samuel Moore, III</td>
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<td>Joseph Yates, IV</td>
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I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Tabernacle at a meeting held on the 22nd day of July 2019.

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-88
AWARDING CONTRACT FOR 2019 CDBG IMPROVEMENTS PROJECT

WHEREAS, the Tabernacle Township Committee has received sealed proposals for work to be performed in connection with the 2019 CDBG Improvements Project; and

WHEREAS, N.J.S.A. 40A:11-4 states that a contract, the cost of which would exceed $17,500.00 in a fiscal year, shall be awarded only after public advertising for bids and bidding therefore; and

WHEREAS, there has been public advertisement for bids and the Township Clerk has received and opened bids on July 16, 2019 at 11:00 P.M. for the purpose of awarding a contract for the aforementioned 2019 CDBG Improvements Project has advised that a certain entity is the lowest qualified responsible bidder for said contract and has recommended that the Municipality award said contract or reject the bids within sixty (60) days as required by N.J.S.A. 10A: 11-4; and

WHEREAS, the Chief Financial Officer, as required by N.J.A.C. 5:30-1, has certified that there are sufficient funds available for the purpose of awarding a contract to said entity, said certification being attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Tabernacle, in the County of Burlington and State of New Jersey, as follows:

1. That the Chief Financial Officer, based upon the aforementioned certificate, has declared that there are sufficient funds available for the aforesaid purpose, and the Township Committee hereby directs that the hereinafter expenditure be charged against such funds.

2. That the Township Committee, for the aforementioned reasons, hereby declares that Coastline Construction, LLC, P.O. Box 1554, Medford, NJ 08055 is the lowest qualified bidder for the aforementioned contract and hereby awards a contract to the said entity for the aforesaid purpose in the amount of $37,350.00 in accordance with the terms and conditions of the Bid Proposal, the Notice to Bidders and Specifications, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.

3. That the award to Coastline Construction, LLC is consistent with the legal requirements of the lowest responsible bidder, which conforms, to all specification requirements and applicable statutory provisions.
4. That the Township Committee hereby directs the Township Clerk to return the bid securities to the following unsuccessful bidders in accordance with NJSA 40A: 11-4:

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<tr>
<td>1</td>
<td>Compass Construction, Inc., P.O. Box 191, New Egypt, NJ 08533</td>
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<tr>
<td>2</td>
<td>Charles Marandino, P.O. Box 20, Milmay, NJ 08340</td>
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5. That the Township Committee does hereby direct the Township Mayor and Clerk to execute any contract documents which are necessary to effectuate the terms of this Resolution which shall be prepared by or reviewed by the Office of the Township Attorney.

DATE: July 22, 2019

_____________________________
Joseph W. Barton, Mayor

La Shawn R. Barber, RMC/CMR
Municipal Clerk

**************
I, La Shawn R. Barber, Municipal Clerk of Tabernacle Township hereby certify that the forgoing is a true copy of a Resolution duly adopted by the Governing Body of the Township of Tabernacle, County of Burlington, and State of New Jersey, held this 22nd day of July 2019

La Shawn R. Barber, RMC
Municipal Clerk
Burlington County Times, Willingboro

Publication Name:
Burlington County Times, Willingboro

Publication URL:
www.burlingtoncountytimes.com/

Publication City and State:
Willingboro, NJ

Publication County:
Burlington

Notice Popular Keyword Category:

cdbg

Notice Authentication Number:
2019071512493886311257
1247560673

Notice URL:

Notice Publish Date:
Sunday, June 16, 2019

Notice Content

NOTICE AND ADVERTISEMENT TO BIDDERS TABERNACLE TOWNSHIP Burlington County, New Jersey Notice is hereby given that sealed bids will be received by the Township of Tabernacle for the 2019 CDBG Improvements, Contract No. TAB2019-1, and will be opened and read in public at the Municipal Building, 163 Carranza Road, Tabernacle, New Jersey 08088, on July 16, 2019 at 11:00A.M., prevailing time. The work includes the furnishing of all labor, material and equipment necessary and required to complete all work set forth in the Contract Plans and Specifications for CDBG improvements, including, selective demolition, concrete installation, and cleaning & restoration, at 163 Carranza Road in the Township. All work shall be completed within ninety (90) calendar days. This Contract is submit to US Department of Housing and Urban Development Community Development Block Grant Program Regulations and Federal Labor Standards provisions. NOTICE IS HEREBY GIVEN THIS IS A SECTION 3 PROJECT OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AND, TO THE GREATEST EXTENT FEASIBLE, OPPORTUNITIES FOR TRAINING AND EMPLOYMENT MUST BE GIVEN TO LOW AND MODERATE INCOME PERSONS RESIDING WITHIN THE PROJECT AREA; THE PROJECT MUST UTILIZE BUSINESSES LOCATED IN OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING WITHIN THE PROJECT AREA. Plans, Specifications and forms of bid for the proposed work prepared by Dante Guzzi Engineering Associates L.L.C., and approved by the Township of Tabernacle have been filed in the office of said Engineer at 418 Stokes Road, Medford, New Jersey 08055, and may be inspected by prospective bidders during regular business hours. Bidders will be furnished with a copy of the Specifications, Plans, and Proposal by the Engineer at the cost of preparation, $115.00, non-refundable; plus $45.00 postage and handling, if mailed. Bids must be made on the standard Proposal form in the manner designated therein and must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the project on the outside, addressed to the Township of Tabernacle, and must be accompanied by a Certified Check, Bid Bond or Cashier's Check drawn to the order of the Township of Tabernacle for ten percent (10%) of the total amount bid, provided said security need not be more than $20,000.00. All bid guarantees shall be accompanied by an executed consent from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required Performance and Maintenance Bond upon the award of Contract. The signed Proposal forms and bid security must be delivered to the place and on or before the hour named above. The accepted bidder must sign the contract within ten (10) days after the Notice of Award or forfeit his bid security. Bid securities will be returned to all but the three (3) apparent lowest responsible bidders. All other bid securities will be returned within three (3) days after awarding and signing of the contract and approval of the contractor’s Performance Bond, Saturdays, Sundays and Holidays excepted. Bidders are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27-1 et seq.).
Affirmative Action Regulations and N.J.S.A. 10:5-31 et seq. All bidders must have current State of New Jersey Department of Labor Public Works Contractor Registration. The right is reserved to reject any or all Proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the Township of Tabernacle makes the most advantageous bid and to waive such informalities as may be permitted by law. By order of the Township of Tabernacle. Tabernacle Township Committee Adv. Fee: $84.64 BCT: June 16, 2019 Aff. Chg.: $20.00 7294655

Back
July 16, 2019

Mr. Douglas Cramer, Administrator
Tabernacle Township
163 Carranza Road
Tabernacle, New Jersey 08088

Re: Recommendation of Award
2019 CDBG Improvements
Contract TAB2019-1
Our File No. M-40-055

Dear Mr. Cramer:

As you are aware, sealed bids for the above referenced project were received on Tuesday, July 16, 2019. A bid tabulation is enclosed for your review. Pending review of the Township Solicitor, we recommend award of the project to Coastline Construction LLC for the total price of $37,350.00. We have forwarded copies of the two lowest bidders to Mr. Lange’s office for review.

Should you have any questions regarding the above, or require additional information, do not hesitate to contact our office.

Very truly yours,

Dante Guzzi Engineering Associates, L.L.C.

Dante Guzzi, P.E., C.M.E.
Principal Engineer

DG/jag
enclosure

cc: Peter C. Lange, Esq w/copies
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<th>Item No.</th>
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<th>Quantity</th>
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Dante Guzz Engineering Associates, LLC

No Bid
All J's Service
Command Co.
Construct Connect
October 18, 2018

Douglas Cramer, Administrator
Tabernacle Township
163 Carranza Rd.
Tabernacle, NJ 08088

Re: Burlington County Community Development
Tabernacle Township
Project #0636-18: Architectural Barrier Removal: Replace Wheel Chair Lift to
Second Floor of Municipal Court and Meeting Rooms and Replace
Sections of Concrete Handicap Ramp and Railings at Building Entrance
Sub-grantee Agreement

Dear Mr. Cramer,

I am pleased to be sending you an executed copy of the Sub-grantee Agreement for your
approved FY 2018 Community Development Block Grant funded activity. The receipt of the
executed Sub-grantee Agreement serves as formal notification to you that we now have all
necessary approvals and can begin to fully implement activities. If applicable, construction bids
can now be awarded, funds obligated and construction work can be undertaken.

Please be aware of the following points in implementing your Community Development project:

1. The Sub-grantee Agreement expires on September 30, 2019. We urge you to undertake
the funded activity promptly so that your project will be completed on schedule. Your
final voucher must be submitted by September 30, 2019. Throughout the period, we will
be monitoring your adherence to the Implementation Schedule included in the Sub-
grantee Agreement. You will be required to specifically address project delays should
they occur.

2. In order to closely monitor progress toward expending funds, all Sub-grantees are
required to submit a monthly progress report to this office. The report is due the last day
of each month beginning with November 2018. A monthly progress report form is
enclosed with this letter.

3. An additional Monthly Report is required for service projects that provide direct benefit
to low/moderate income people. The Service Benefit Report form is enclosed with this
letter, if it is required.

4. In the event that the project is not completed by September 30, 2019, the unexpended
CDBG funds may be recaptured by the County. It is apparent that this project will not be
Si usted no comprende esta carta, por favor llame esta oficina al numero que aparece arriba y ur representante le ayudara en espanol.

NEW JERSEY RELAY SERVICE # 711 * http://www.co.burlington.nj.us/communitydevelopment
completed by the deadline date. An extension to that deadline will be necessary.

5. Any dollars remaining from the FY 2018 allocations that are not expended to complete the project will revert back to the County at the time of the final voucher payment.

Enclosed with this letter are the following Handbooks which should be consulted during the various phases of the CDBG project:

- Monitoring Handbook (references to this handbook are made in the Sub-grantee Agreement. Please be alerted to the Penalties for late Project Completion described in this Handbook.)

Please review this Guide and make it available to the appropriate staff person involved with carrying out the respective phases.

The staff of the Office of Community Development is available to answer any questions you may have with respect to applicable federal program regulations and guidelines. I encourage you to maintain close communication with us at 609-265-5072 in order to ensure that all Community Development Block Grant Program obligations are addressed.

We look forward to working with you to carry out your approved activity and are available to offer the assistance you may require.

Sincerely,

[Signature]

Karen Trommelen, Division Head
Community Development

Cc: File

Enclosures: Sub-grantee Agreement
Monthly Progress Report Form
Sub-grantee Program Monitoring Handbook
AGREEMENT FOR SUB-GRANT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Project #0636-18

Municipality: Tabernacle Township

Project Description: Architectural barrier removal: Replace wheelchair lift to second floor of municipal court and meeting rooms and replace sections of concrete handicap ramp and railings at building entrance.

Date of HUD’s approval: August 17, 2018

Grant amount: $70,000 Fiscal Year: 2018

THIS AGREEMENT is entered into by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic with administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 (hereinafter, "the Board" or the "County"), and, Tabernacle Township, having offices located at 163 Carranza Road, Tabernacle, NJ 08088, (hereinafter referred to as "Sub-Grantee").

WITNESSETH:

WHEREAS, on the above-cited date the United States Department of Housing and Urban Development ("HUD") approved the County’s application for Community Development Block Grant ("B/G") funding; and

WHEREAS, HUD approved the County’s application and the Board has been designated to undertake a B/G Program during fiscal year 2018 as set forth in the Consolidated Housing and Community Development Plan / 2018 Action Plan which more fully describes the activities and use of such financial assistance; and

WHEREAS, the Sub-Grantee has requested funding from the County to undertake the Project as described in the attached Scope of Services/Contract Information forms, which are incorporated herein and made a part hereof; and

WHEREAS, the Project has been determined to be eligible for Block Grant funding if carried out in accordance with established rules and regulations promulgated by HUD for Community Development Block Grants (24 CFR Part 570) and the Sub-Grantee has covenanted and agreed to comply with said rules and regulations;

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions stated herein, the parties agree as follows:

-1-
1. Term of Agreement. This Agreement begins on the day that both parties have signed it and ends on September 30, 2019.

2. Commitment to make Subgrant. The Board will pay to the Sub-Grantee funds not to exceed the above-stated grant amount from its Community Development Block Grant funds in accordance with the terms and conditions of this Agreement. The Board’s payment shall constitute the Board’s sole liability to the Sub-Grantee for the Project. The Board will pay said sum on a reimbursement basis unless the parties hereto agree otherwise. If such an agreement is made it shall be in writing and incorporated herein.

3. Sub-Grantee Responsible for other Funding. The Sub-Grantee warrants and certifies to the County that other funds needed for its Project, as described on the attached Scope of Services/Contract Information Budget Form, are available to it or will be available as needed by the Sub-Grantee for timely completion of the Project.

4. Commencement of Project. The Sub-Grantee shall notify the Office of Community Development of the date work in accordance with and pursuant to this Agreement is commenced. Said notice shall be in letter form bearing the signature of the person authorized to act for the Sub-Grantee and shall be delivered to the Office of Community Development 10 days before said date of commencement.

5. Requirements and Procedure for Payment to Sub-Grantee.

5.1 The Sub-Grantee shall submit evidence that it has made all payments for which reimbursement is requested, and the Board is not obligated to make payments to the Sub-Grantee until the Sub-Grantee has submitted a voucher to the Burlington County Office of Community Development at Post Office Box 6000, Mount Holly, NJ, 08060. In said voucher, the Sub-Grantee shall certify that the work performed under this Agreement is in conformance with the terms and conditions of this Agreement and that the Sub-Grantee is entitled to receive the amount claimed in the voucher.

5.2 The Sub-Grantee shall submit all vouchers for payment to the Burlington County Office of Community Development no later than the last day of the term of this Agreement.

5.3 When satisfied with the representations of satisfactory completion, the County’s Office of Community Development and Housing Division Head will submit the voucher to the Board for payment processing. The final determination of the Board shall prevail as to whether there has been satisfactory completion of the work for which the Sub-Grantee is seeking payment.

5.4. The Sub-Grantee shall submit all vouchers for payment to the Burlington County Office of Community Development no later than the last day of the term of this Agreement.
6. Compliance with Laws and Regulations. The Sub-Grantee covenants and agrees to comply with all applicable Federal Statutes and Executive Orders, as well as with Rules and Regulations promulgated by HUD. The failure of this Agreement to include mention of all such statutes, Executive Orders, rules or regulations or for copies of such statutes, Executive Orders, rules or regulations to be attached hereto shall not relieve the Sub-Grantee from compliance with them.

In particular, the Sub-Grantee shall be responsible for and agrees to comply with the following:

All lawful requirements of the Board with respect to the Community Development Block Grant Program necessary to ensure that the Project is carried out in accordance with HUD’s Assurances and Certifications including:

- **Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

- **Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 10(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME Programs.

- **Anti-Lobbying** – No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee if Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form 1495, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
It will required that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

- **Section 3** – It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

- **Excessive Force** – It has adopted and is enforcing:

  1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

  2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

- **Compliance With Anti-discrimination laws** – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

- **Lead-Based Paint** – Its activities concerning lead-based paint will comply with the requirements of 24 CDF Part 35, subparts, A, B, J, K, and R;

- **Compliance with Laws** – It will comply with applicable laws.

- policies established by the Board pertaining to Enforcement of Spending Time Limits, use of Funds for Design Costs, Use of Unexpended Funds and Reprogramming as stated in the Policies Handbook, which the Community Development Office shall make available.

- The Sub-Grantee shall establish and maintain records as set forth in Omnircircular 2 CFR 200.333. Such records should be retained for a period of no less than four (4) years after project completion.

6.1. Requirements for Governmental, Public and Private entities. If the Sub-Grantee is a governmental entity, public agency or private entity, it shall comply with the following requirements and standards attached hereto and made a part hereof:

- Omnircircular 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards; Final Rule”

-4-
7. Project Progress Reports. The Sub-Grantee is responsible for and agrees to submit periodic reports in the format and at such times as are specified by the Office of Community Development. Reports shall include, but may not be limited to:

a. Monthly reports on progress toward meeting the Scope of Services/Project Implementation Schedule form;

b. Monthly reports indicating progress in relation to Extent of Benefit described in Scope of Services/Contract Information form;

c. Annual report, which may include information pertinent to performance in the following areas:
   - Income and demographics on project beneficiaries;
   - Project accomplishments and status;
   - Fair housing achievement;
   - Equal employment opportunities;
   - Relocation activities;
   - Spending and financial status; and/or
   - Total costs incurred for project activity and other financial resources used to support costs.

d. For activities involving construction, the Community Development Office shall make available a Sub-Grantees Selection/Labor Standards Handbook describing the specific procurement, reporting and other requirements and procedures with which the Sub-Grantee shall comply.

e. The Sub-Grantee agrees to furnish a copy of its Single Audit Report to the Coordinator of the County’s Office of Community Development within 30 days following its completion.

8. Program Income. The Sub-Grantee shall comply with the requirements of “Program Income”, as outlined in 24 CFR 570.500(a) and 570.504 so far as it is applicable, attached hereto and made a part hereof as 2 CFR Part 200. The Sub-Grantee shall advise the Board upon its receipt of income generated in any way from its receipt or use of Block Grant funds awarded to it for the purpose of conducting the activity authorized under this Agreement. Sub-Grantees shall notify the Board within 30 days of its receipt.

8.1 Use of Program Income. In event that the Sub-Grantee desires to utilize program income, it shall make written application to the Board. The application shall state the amount of program income received to date, the amount of income expected to be earned if income is expected on a regular basis, and the use the Sub-Grantee proposes to make of it. Pending decision by the Board, Sub-Grantee shall not utilize the program income. If the Board grants the Sub-Grantee’s
request, program income funds shall be substantially disbursed before additional reimbursement from the Board is sought. In the event the Board declines Sub-Grantee’s request, the Sub-Grantee shall pay over all program income to the Board.

8.2 Conditions of County Approval. If the Board approves Sub-Grantee’s use of program income the Sub-Grantee shall use said income only for eligible activities in accordance with Block Grant requirements with any such additional conditions as the Board may impose. Program income on hand at the time of closeout shall continue to be used only for eligible activities in accordance with Block Grant requirements. Sub-Grantee shall implement any and all record keeping and reporting measures as may be required by the Board.

8.3 Unused Program Income. In the event that the Sub-Grantee’s status changes, unused program income shall be paid over to the Board. In the event the Sub-Grantee receives program income after the termination or expiration of this contract, Sub-Grantee shall pay over said income to the Board.

9. Projects Concerning Real Property. In the event that this contract is for a program that involves the acquisition or improvement of real property and use of Block Grant funds therefor, the Sub-Grantee shall comply with the following provisions:

a. Sub-Grantee shall advise the Board in writing in the event that use of real property changes from the use planned at the time of acquisition or improvement; In the event that such change in use occurs prior to use of Block Grant funds by the Sub-Grantee and said change in use makes the property ineligible for use of Block Grant funds, Sub-Grantee shall not use Block Grant funds for acquiring or improving the property.

b. The standards for Use of Real Property, as set forth in part 570.505, attached hereto and made part hereof as Part IV. C., shall apply from the date B/G funds are first spent for the property until five years after close out of the grant.

9.1. Recording of Agreement. The County shall have the right to record this Agreement.

9.2 The Sub-grantee is responsible for placing a lien on the property to insure compliance with the terms of this agreement and its agreement with the owner of the property to be improved, the cost of which may be included in the request for reimbursement.

10. Termination of Agreement. This Agreement shall terminate on the occurrence of any one of the following circumstances, whichever shall first occur:
a. Termination of this project by HUD. Upon receipt of notice of termination by HUD, the Sub-Grantee shall not incur new obligations to continue the Project unless and until it has obtained substitute financing. The date upon which the Sub-Grantee receives notice of termination shall constitute the last day for which the Board will reimburse the Sub-Grantee, unless the parties hereto agree otherwise; any such agreement shall be in writing.

b. In the event the Sub-Grantee is unable to obtain substitute financing, the Sub-Grantee shall cancel as many outstanding obligations as possible. Without respect to the foregoing, payments made to the Sub-Grantee and recovery thereof by the Board from the Sub-Grantee under this Agreement subsequent to termination of HUD funding shall be in accordance with the legal rights and liabilities of all parties of this Agreement.

c. Termination for cause under 2 CFR 200.339 attached hereto and made a part hereof.

d. Termination for the convenience of the Public Body under 2 CFR 200.339 attached hereto and made a part hereof.

e. Suspension or termination of this award may occur if the Sub-Grantee materially fails to comply with any term of this Agreement.

10.1 Sub-Grantee’s responsibilities on Termination of Agreement. Upon termination of this Agreement, the Sub-Grantee shall transfer to the Board any B/G funds and program income on hand at that time; any accounts receivable attributable to the use of the B/G funds.

10.2 Any real property under the Sub-Grantee’s control that was acquired or improved in whole or in part with B/G funds in excess of $25,000 shall either be used to meet one of the National Objectives in 24 CFR 570.208 until five years after expiration of this Agreement or for such longer period of time as determined to be appropriate by the Board or the Sub-Grantee shall pay to the Board an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-B/G funds for acquisition of or improvement to the property.

11. Finding of Project Ineligibility. In the event that, subsequent to entering into this Agreement, it is determined that the Sub-Grantee’s project is ineligible for Community Development funding, the Sub-Grantee agrees to return to the Board all moneys it has received from the Board to fund the project. The Board assumes no financial liability or responsibility for any determination by it, HUD, or the Burlington County Office of Community Development that the project for which the Sub-Grantee has received Community Development funding is eligible for HUD
funding. It is the intent of this Agreement to make HUD funds awarded to the Board available to Sub-Grantees for projects eligible for Community Development Block Grant funds. It is not the intent of this Agreement for the Board to assume the expense, through the expenditure of the County funds or otherwise, of the Sub-Grantee’s project.

12. Return of Funds to County. If the cost of completing the activities, as described in the scope of services is less than the total amount of Community Development Block Grant funds stated on Page 1 and a balance of funds remains upon completion of the scope of work, the balance of the allocation shall revert back to the Board.

12.1 The Sub-Grantee shall transfer to the County any B/G funds on hand at the time of the expiration of this Agreement and any accounts receivable attributable to the use of the B/G funds.

13. Insurance Requirements. The Sub-Grantee shall maintain the following policies of insurance during the term of this contract:

a. Not less than the statutory minimum Workers’ Compensation and Employer’s Liability insurance.

b. Commercial General Liability including Products/Completed Operations liability coverage for Personal Injury and Property Damage of not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) annual aggregate.

c. Comprehensive Automobile Liability insurance of not less than one million dollars ($1,000,000) combined single limit.

d. Professional Liability insurance in the amount of one million dollars ($1,000,000) for each wrongful act/two million dollars ($2,000,000) aggregate.

The Sub-Grantee shall provide a certificate(s) of insurance evidencing Sub-Grantee’s policies. This certificate(s) are to be issued and mailed to:

Burlington County Board of Chosen Freeholders
49 Rancocas Road, PO Box 6000
Mt. Holly, NJ 08060-6000
Attention: Insurance & Risk Management

14. Indemnification of County. Sub-Grantee shall be solely responsible for and shall keep, save and hold harmless the Board and its servants, employees and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of personal
injury, loss of life, and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to any acts or omissions of Sub-Grantee, its employees, agents and subcontractors, in the performance of the work covered by this Agreement or the failure to comply with the terms and conditions of this Agreement.

15. No Agency Intended. Sub-Grantee is and shall at all times be regarded as an independent contractor. Sub-Grantee shall not at any time act as agent for the Board or represent that Sub-Grantee has any authority to bind, obligate or speak for the Board. Nothing herein is intended nor shall any term of this Agreement be construed as creating an employer-employee relationship between the Board and Sub-Grantee or be deemed to constitute the appointment of Sub-Grantee as the Board's agent.

16. No Improper Influence on County. Sub-Grantee hereby affirms that no person has made or agreed to make on Sub-Grantee's behalf any valuable gift, whether in the form of service, loan, thing or promise to any person or any of the person's immediate family having the duty to recommend, the right to vote upon or have any other direct influence on the selection of Sub-Grantee within the two years preceding execution of this Agreement. The Board retains the right to declare Sub-Grantee in breach of this Agreement should it determine that Sub-Grantee's affirmations are untrue.

17. No Waiver by Failure to Declare Breach. The Board's failure to declare Sub-Grantee in breach of this Agreement shall not constitute waiver thereof. In addition, the failure of the Board to declare the Sub-Grantee in breach of any other contract for certain conduct that constitutes a breach of both this and any other Agreement shall not stop or prevent the Board from declaring the Sub-Grantee in breach of this Agreement.

18. Conditions of Waivers. Any waiver, consent, modification or change to this agreement shall be effective only for the specific instance and for the specific purpose described in the writing pertaining thereto.

19. Effect of Waiver of Breach. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach.

20. Complete Agreement. This Agreement supersedes all discussions, conversations, negotiations and agreements, whether written or oral, and may be amended only by written instrument signed by both parties.

21. Conflict in Terms of Agreement. In the event that there is any conflict between any term of this Agreement and any attachments hereto or other requirements that are incorporated by reference, the one having the higher standard shall control.

22. Interpretation of Agreement. New Jersey law shall govern the interpretation and application of this Agreement.
23. Severability of Terms. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. If the County deems the invalid provision to be critical to its willingness to enter into this agreement it shall have the right to cancel this contract.


The following provisions apply to this Agreement unless the Sub-Grantee (a) is a not-for-profit business or (b) is a body corporate and politic of the State of New Jersey.

For the purpose of this Agreement, the following terms have the meanings stated below.

“Affiliate” means an entity that (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly or constructively controlled by another entity or (c) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in the common entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations organized as non-profit entities.

“Proof of registration” means a copy of the organization’s “Business Registration Certificate” issued by the New Jersey Treasury Department, Division of Revenue. No other form is valid.

"Subcontractor" means any business organization that (a) is not a Sub-Grantee and (b) knowingly provides goods or performs services for a Sub-Grantee or another subcontractor in the fulfillment of the Sub-Grantee’s responsibilities pursuant to this Agreement.

24.1. At or before the Sub-Grantee’s execution of this Agreement the Sub-Grantee shall submit proof of registration to the County.

24.2. The Sub-Grantee shall notify in writing all subcontractors that will provide services pursuant to this Agreement that each is required to provide proof of registration to the County.

24.3. Final payment pursuant to this Agreement shall not be owed to the Sub-Grantee until the Sub-Grantee has submitted (a) an accurate list of all subcontractors that provided services pursuant to this Agreement and (b) proof of registration for each or, in the alternative, the Sub-Grantee has certified that no subcontractors provided services in connection with this Agreement.
24.4. For the term of this Agreement the Sub-Grantee and each of its affiliates and subcontractors and each of the subcontractors’ affiliates, N.J.S.A. 52:32-44(g)(3), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the County.

24.5. A business organization that fails provide a copy of business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided pursuant to this Agreement.

IN WITNESS WHEREOF and intending to be legally bound, the Board has caused this Agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Sub-Grantee caused this Agreement to be executed on the date reported. The signature of the Sub-Grantee’s representative hereon shall constitute Sub-Grantee’s warranty to the County that the Sub-Grantee, or its authorized representative, has read this contract, understands it and agrees to be bound by its terms and conditions. If the Sub-Grantee is a corporation or business partnership execution hereof for Sub-

Grantee shall constitute a representation and warranty that the making and execution of this Agreement has been duly authorized in accordance with the rules, charter, bylaws and certificate of the Sub-Grantee.

Tabernacle Township

Signature

JOSEPH W. BARTON, MAYOR

Date: 9-24-2018

Signatory’s typed/printed name

BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS

Date: 10/12/18

Eve Cullinan
County Administrator
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-89
RESOLUTION REQUESTING APPROVAL OF
ITEMS OF REVENUE AND APPROPRIATION
N.J.S.A. 40A:4-87

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Tabernacle, in the County of Burlington, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 which is now available from FY2018 Community Development Block Grant Project 0636-18 in the amount of $70,000.00; and

BE IT FURTHER RESOLVED, that the like sum of $70,000.00 is hereby appropriated under the caption FY2018 Community Development Block Grant Project 0636-18.

BE IT FURTHER RESOLVED that the above is the result of funds from State of New Jersey FY2018 Community Development Block Grant in the amount of $70,000.00.

DATE: JULY 22, 2019

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

JOSEPH W. BARTON, MAYOR

Resolution No. ____________________
Offered by ____________________ Seconded by ____________________
Adopted ____________________ Municipal Clerk ____________________

I, LaShawn Barber, Municipal Clerk of the Township of Tabernacle in the County of Burlington in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Township Committee of the Township of Tabernacle in the County of Burlington in the State of New Jersey.
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-90
AUTHORIZE TOWNSHIP ENGINEER TO PREPARE PLANS AND SPECIFICATION TO SOLICIT BIDS FOR FLYATT ROAD STORM DAMAGE REPAIR

WHEREAS, as a result of the June 19, 2019 storm, it is the desire of Tabernacle Township to receive sealed proposals for Flyatt Road Storm Damage Repair and replace the failed pipe and reconstruction of the damaged road, intersection on Flyatt Road and Old Indian Mills Road in Tabernacle Township; and

WHEREAS, plans and specifications will be prepared by the Township Engineer and sealed proposals will be received by the Municipal Clerk’s Office at 163 Carranza Road, Tabernacle, NJ 08088.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Tabernacle Township, in the County of Burlington, State of New Jersey, hereby authorizes the Township Engineer to prepare plans and specifications to solicit bids for the intersection on Flyatt Road and Old Indian Mills Road.

BE IT FURTHER RESOLVED upon advertised notice that sealed proposals is to be delivered or mailed to the Municipal Clerk in Tabernacle Township, where sealed bids will be opened publicly.

Date: July 22, 2019

JOSEPH W. BARTON, MAYOR

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

VOTE ON ADOPTION

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I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Tabernacle at a meeting held on the 22 day of July 2019.

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK
RESOLUTION 2019-91
AUTHORIZING FINANCE DEPARTMENT TO
REFUND CONSTRUCTION PERMIT FEE

WHEREAS, the property owner of Block 2002, Lot 11.01 has applied and paid for a
construction permit; and

WHEREAS, the property owner has made request that permit number 20190119
(block/lot 2002/11.01) be withdrawn and refunded since the permit was replaced with
another new construction permit; and

WHEREAS, the Construction Official requests approval of the refund in the amount of
$237.40 which includes the Township’s nonrefundable 20% plan review and State
Training Fee pursuant to NJAC 5:23, 4.23.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Tabernacle
Township, in the County of Burlington, State of New Jersey, hereby approves the request
for refund in the amount of $237.40 payable to John Hall, 67 Moore’s Meadow Road,
Tabernacle, NJ 08088.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forward to the
Construction Official.

DATE: July 22, 2019

JOSEPH W. BARTON, MAYOR

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

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I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of
Tabernacle at a meeting held on the 22nd day of July 2019.

La Shawna R. Barber, RMC
Municipal Clerk
Memorandum

To: La Shawn Barber, Municipal Clerk
CC: Township Committee
From: Thomas Boyd, Construction Official
Date: 7/18/2019
Re: Refund of Construction Permit Fee, Block 2002 Lot 11.01, Hall

John Hall, would like to request a refund of $237.40 for a permit that was applied for and issued Permit Number 20190119. This amount is minus the Township nonrefundable 20% plan review. The State Training Fee is also nonrefundable pursuant to NJAC 5:23, 4.23. John Hall has replaced this permit with another new construction permit. Please refund a check to John Hall, 67 Moore's Meadow Road Tabernacle, NJ 08088. Thank you
Tabernacle Twp Construction Office,

I am requesting that permit number 20190119 (block/lot 2002/11.01, issued on 03/18/19) be withdrawn and I am refunded the permit fee. I have already replaced this permit with another new construction permit.

Thank you in advance,

John Hall

7/17/19
Lisa: Please prepare letter for Twp Committee for reimbursement of fee less 20%. Pls review.
Construction Permit

Work Site Location: 67 MOORE'S MEADOW RD

Owner in Fee: HALL, JOHN
Address: 67 MOORES MEADOW ROAD
TABERNACLE, NJ 08088

Contractor: OWNER

Permission is hereby granted to do the following work:

☒ BUILDING ☐ PLUMBING ☐ DEMOLITION ☐ ONGOING -
☐ ELECTRIC ☐ FIRE ☐ ASBESTOS ABATEMENT ☐ OTHER
☐ ELEVATOR ☐ MECHANICAL ☐ LEAD HAZARD ABATEMENT

Description of Work:
REBUILD SINGLE FAMILY DWELLING
FOOTING & FOUNDATION ONLY

Note: If construction does not commence within one (1) year of the date of issuance or if construction ceases for a period of six(6) months, this permit is Void.

Estimated Cost of Work: $18,000

Construction Official: [Signature] 3-18-19

Failure to obtain all required inspections may result in administrative action.
Final inspections are required before final payment is to be made to contractor.
An approved set of plans must be kept at the worksite at all times.

U.C.C. F190 (Rev. 3/96)