

Tabernacle Township Committee Town Hall Meeting

March 12, 2018

Mayor Joseph Barton called the regular meeting to order at 7:30 p.m. followed by the Flag Salute.

Sunshine Notice: This meeting was called pursuant to the Open Public Meetings Act. This meeting of March 12, 2018 was sent to the Central Record, Burlington County Times and Courier Post. Posted on the bulletin board in Town Hall and has remained continuously posted as the required notices under the statute. In addition, a copy of this notice is and has been available to the public, and is on file in the office of the Municipal Clerk.

Roll Call - Governing Body

Kimberly A. Brown, Township Committee (ABSENT)

Richard J. Franzen, Township Committee

Stephen V. Lee, IV, Deputy Mayor

Joseph Yates, IV, Township Committee

Joseph W. Barton, Mayor

Administrative Team

Douglas A. Cramer, CPWM, Administrator

Terry W. Henry, Chief Finance Officer

Dante Guzzi, Township Engineer

JoAnn O'Connor, Esq., Township Solicitor (Fill in for Peter Lange, Jr.)

La Shawn R. Barber, RMC, Municipal Clerk



Public Comment

- Stuart Brooks, Moores Meadow Road, commented on a pilot program for snow removal; capitol program for Carranza Road fund and questioned position of the current surplus for the Township.
- Fran Brooks, Moores Meadow Road, commented and questioned on the resolution for the shared service agreement with Southampton Township for grading.
- Col. William Lowe, Emergency Management Coordinator, commented for clarification on public function ordinance 2000-7. He would like to see a requirement that anyone seeking a public function to fill out a form that OEM has to determine whether the homeland security has to be advised or have an action plan.

Closed public comment.

Chief Finance Officer Henry commented on the large bond payment listed on the bill list in the amount of \$260,000 with bond interest of \$74,153 for total of \$334,153. This is the Township's annual bond payment, the emergency squad building and multiple road programs rolled over from 2013. This is the annual payment from the amortization schedule.



Approval of Bills

- On a motion made by Mr. Lee, seconded by Mr. Yates, the bills were ordered paid.

Roll Call: Franzen, Lee, Yates, Barton

Ayes: 4

Nays: 0

Absent: 1

Carried

2. The Mayor of Tabernacle Township is hereby authorized to sign, seal, execute and witness/attest the Agreement.
3. The Mayor and Township Clerk are authorized to take any action necessary to implement the terms of the Shared Services Agreement.

**SHARED SERVICE AGREEMENT
FOR GRADING OF TOWNSHIP ROADS**



THIS AGREEMENT is made this 12th day of March, 2018 by and between:

THE TOWNSHIP OF SOUTHAMPTON, a municipal corporation located in the County of Burlington, State of New Jersey with its principal offices located at 5 Retreat Road, Southamptn, New Jersey 08088 (hereinafter "Southampton"), and

THE TOWNSHIP OF TABERNACLE, a municipal corporation located in the County of Burlington, State of New Jersey, with its principal offices located at 163 Caranza Road, Tabernacle, New Jersey 08088 (hereinafter "Tabernacle").

Hereinafter Southampton and Tabernacle shall be collectively referred to as the "Townships" or "Parties."

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements (previously referred to as Interlocal Services Agreements) with any other local unit or units to provide, receive and/or share in any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, Southampton has requested the services of Tabernacle to provide road grading services for Friendship Road, West Patty Bowker Road, Brace Road and Emmons Road; and

WHEREAS, Tabernacle has the capability and desire to provide road grading services to Southampton; and

WHEREAS, in the spirit of inter-municipal cooperation, in furtherance of the principles underlying the Act, the Parties have negotiated and agreed upon the terms for the provision of road grading services as memorialized in this Agreement; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A and B respectively.

NOW, THEREFORE, it is understood and agreed as follows:

1. **CONTROLLING LAW.** This Agreement is governed by the provisions of N.J.S.A. § 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
2. **COMMENCEMENT.** This Agreement shall commence following authorization by Resolutions of each of the Parties and upon the execution of this Agreement by the last signature hereon.
3. **TERM OF AGREEMENT.** This Agreement shall run until the completion of the road grading project and any related issues thereto, or until terminated by one or both of the Parties pursuant to the provision herein.
4. **SCOPE OF WORK AND AUTHORIZATION.**
 - I. Tabernacle Township will provide road grading services, including any and all necessary equipment and operators to grade Friendship Road, West Patty Bowker Road, Brace Road and Emmons Road located in the Township of Southampton.
 - II. Southampton Township will provide any and all stone or gravel needed to service the road. All necessary stone and gravel will be delivered by Southampton Township to the road site and distributed per the direction of Tabernacle.
 - III. Southampton will provide scheduled dates for grading so that the project can be completed within a reasonable time frame taking into account any and all weather-related events.
5. **PAYMENT.** Southampton has agreed to pay Tabernacle a fee of five thousand (\$5,000.00) dollars for each grading of Friendship Road, West Patty Bowker Road, Brace Road and Emmons Road collectively. Southampton has agreed to pay Tabernacle a fee of two thousand five hundred (\$2,500.00) dollars for each grading of Friendship Road and West Patty Bowker Road collectively.
6. **HOLD HARMLESS AND INDEMNIFICATION.** Each Party is a member of the Burlington County Joint Insurance Fund, and to the extent any incident or claim arises out of this Project that may be coverable by the Joint Insurance Fund, the Parties shall jointly seek such coverage. In all other matters, the Parties hereby mutually indemnify and hold each other, including their officers,

employees, professionals and agents, harmless from and against any and all claims of whatever nature or type arising from its own acts, including those of its officers, employees, professionals and agents, so long as the actions upon which the demand or claim or assertion of liability, are founded to have been performed in the course of carrying out official duties on behalf of the Indemnifying party and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include the cost of legal defense, and if necessary, payment of reasonable fees and costs required to enforce these terms.

7. **DISPUTES CONCERNING THE AGREEMENT.** Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or other responsibilities provided in this Agreement shall be solved in accordance with the following:

STEP A: The Parties' Township Administrators shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agreed upon by the Parties, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved in Step A, then, pursuant to N.J.S.A. § 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration prior to any action being filed in a court of competent jurisdiction. Any costs associated with arbitration shall be borne equally by both parties.

8. **TERMINATION.** If a Party seeks to unilaterally terminate this agreement, it shall do so by written notice to the other party.
9. **NOTICES.** Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. For the purpose of calculating time limits which run from the giving of a particular notice the time shall be calculated from actual receipt of the notice. Time shall run only on business days which, for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed the Township Administrator at the addresses identified in this Agreement.
10. **CHOICE OF LAW.** Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
11. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties and may not be changed orally and may only be modified or amended by a written statement signed by both parties.
12. **SEVERABILITY.** If part of this Agreement shall be held to be unenforceable or invalid the rest of the Agreement shall nevertheless remain in full force and effect.
13. **WAIVER.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

- On a motion made by Mr. Yates seconded by Mr. Franzen, Resolution 2018-44 was offered for adoption.

Roll Call: Ayes: Franzen, Yates, Barton Abstain: Lee Nays: 0 Absent: 1 Carried

RESOLUTION 2018-45 EMERGENCY TEMPORARY APPROPRIATION

WHEREAS, an emergent condition has arisen in that the Township is expected to enter in contracts, commitments or payments prior to the 2018 budget and no adequate provision has been made in the 2018 temporary budget for the aforesaid purposes, and

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for said purpose, and

WHEREAS, the total emergency temporary appropriation resolution adopted in 2018 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A 40A:4-20) including this resolution total \$ 820,904

NOW, THEREFORE, BE IT RESOLVED, by the Tabernacle Township Committee, County of Burlington, State of New Jersey, that in accordance with the provisions of N.J.S.A. 40A-4-20

1. Emergency temporary appropriations be and the same are hereby made in the amount of \$820,904
2. Said emergency temporary appropriations will be provided for in the 2018 Budget

3. That on certified copy of this resolution be filed with the Director, Division of Local Government Services.

Appropriations		
		2018
#	Description	Temporary Emergency
100-100	Administrative & Executive S&W	16,737
100-200	Administrative & Executive O.E.	7,953
110-100	Mayor & Committee S&W	5,460
110-200	Mayor & Committee O.E.	237
120-100	Municipal Clerk S&W	14,598
120-200	Municipal Clerk O.E.	4,060
121-100	Municipal Improvement Search Officer S&W	358
122-100	Registrar S&W	2,891
130-100	Financial Administration S&W	7,197
130-200	Financial Administration O.E.	2,611
135-200	Annual Audit O.E.	6,647
145-100	Collection of Taxes S&W	11,192
145-200	Collection of Taxes O.E.	2,991
146-200	Bond Registrar Fees O.E.	475
147-100	Tax Search Officer S&W	358
150-100	Assessment of Taxes S&W	2,382
150-200	Assessment of Taxes O.E.	9,779
155-100	Legal Services S&W.	
155-200	Legal Services O.E.	22,553
165-200	Engineering Services O.E.	24,215
180-100	Planning Board S&W	2,693
180-200	Planning Board O.E.	2,024
195-100	Construction Official S&W	38,050
195-200	Construction Official O.E.	5,009
210-20B	Liability Insurance O.E.	16,143
215-20A	Workers Compensation O.E.	25,283
220-200	Group Insurance Plan O.E.	79,766
225-20J	Unemployment Insurance	1,187
252-100	Emergency Mgmt S&W	4,099
252-200	Emergency Mgmt O.E.	2,374
260-29A	Contribution to First Aid Squad	8,309
	Contribution to Fire Company	21,366
265-200	Fire Department O.E.	25,283
300-100	Public Works - S&W	96,622

300-200	Public Works - O.E.	62,497
305-200	Solid Waste Collection	99,708
310-200	Buildings & Grounds - O.E.	34,257
330-281	Board of Health O.E.	47
360-200	Contributions to Agencies O.E.	190
370-200	Recreation O.E.	1,187
30-417-291	Length of Svc Award Program	9,021
	Utilities/Bulk Purchases	28,251
465-204	Landfill Monitoring O.E.	3,561
470-202	Contingent	7,122
472-295	Social Security System	17,805
471-295	Public Employees Retirement System	21,658
490-100	Municipal Court - S&W	15,801
490-200	Municipal Court - O.E.	4,833
	Deferred Chg Overexp Grant	34
Total Appropriations Inside Caps		776,876
Unclassified Appropriations Outside Caps		
701-301	GROUP INSURANCE O/CAP	
	Municipal Alliance Grant	2,899
	Township Match - State & Federal Grants	725
901-291	Capital Improvement Fund	17,805
	Building Improvements	
	Public Works Equipment	9,496
920-291	Payment of Bonds	113,715
925-295	Payment of Notes	
930-292	Bond Interest	40,691
935-292	Note Interest	10,439
940-294	Green Acres Loan Payments	2,214
875-295	Def Chg - Special Emergency	9,496
Total Appropriations Outside Caps		207,480
433.00	Reserve For Uncollected Taxes	30,908
TOTAL GENERAL FUND		1,015,265
	Less Capital & Debt Service	194,361
	Total Net Appropriations	820,904
	Total Allowable	820,904

- On a motion made by Mr. Lee seconded by Mr. Franzen Resolution 2018-45 was offered for adoption.

Roll Call: Franzen, Lee, Yates, Barton Ayes: 4 Nays: 0 Absent: 1 Carried

Motion: Parade Permit: Approving parade permit for Jeep Jamboree USA – Trail Ride: March 22-24, 2018
The motion was made by Mr. Yates, seconded by Mr. Lee.



Municipal Budget Presentation

Administrator Cramer and Chief Finance Officer Henry provided a municipal budget overview and draft presentation to outline a one cent increase over last year which is roughly 1.78% higher than last year. Revenues are going to be pretty much exactly as they have been for the last seven years; we are not receiving any more money from the State this year. Employee salary and benefits of pension payments 2% salary increase across the board. (except for the Township Committee). Township capital program listing roads is just a planning tool; there is no list until we get into the actual ordinance. The surplus for 2017 is \$945,870 of which we are using \$672,101 to balance the budget which is the exact same amount we used last year; last year's surplus was \$810,000. Our surplus is actual and not deferred in the school taxes; we did pretty well this year. The surplus is up because of funds for abandoned properties (miscellaneous revenue).

Mayor Barton spoke about the NJ DCA has changed their rules with respect to permits for roofs and siding and it is no longer a requirement to take out a permit in the state of NJ. The Township will no longer have that revenue.

Administrator Cramer spoke about the appropriations cost of contractor doing snow removal. B & B Landscaping have been keeping the same hours of public works crew and working very well together.

Mayor Barton commented on the assessment of doing in house verses outside contractors for snow plow removal.

Administrator Cramer addressed every line item in the municipal budget presentation; total budget \$4,354,025.55.

PUBLIC COMMENT

Fran Brooks, Moores Meadow Road, commented on the building improvements; classification for snowplowing; bond ordinances and SBA Packs.

Stuart Brooks, Moores Meadow Road, comment on the (LOSAP) Length of Service Award Program expenditure in year 2016 and spoke about the cushion seems larger.

Closed comments.

The official municipal budget and cap bank ordinance is projected for first reading introduction on March 26th and public hearing to adopt on April 23rd, 2018.

Revisit Ordinance Establishes Conduct of Bingo and Raffles

Mayor Barton spoke of raffle and bingo licenses presented to the Township Committee; other Townships handle this differently, and would like to allow the Township Clerk to be the issuing authority for games of chance. This would eliminate this type of business having to come before this board for approval. The Township Solicitor was given direction to draft the ordinance.

Committeeman Franzen agreed this would be a better opportunity for the Township Committee to handle other matters; questioned if this would be an additional burdened upon the Municipal Clerk.

Municipal Clerk Barber said it would reduce the workload from preparing resolutions that come before Township Committee. The application process would allow the applicants to receive their approval paperwork

faster if the Municipal Clerk is the issuance authority. The findings of determination review, state approval and license process will not change.

Committeemen Franzen and Yates agreed with expediting the application process for applicants; they just want a list of anything with any issue.

Mayor Barton asked the Committee if they were in agreement for the Solicitor to prepare an amended ordinance for first reading at next meeting. There were no objections.

Revisit Ordinance 2000-7 Regulates Public Functions

Col. Lowe addressed concerns and mentioned a few examples of public events which would bring in several thousand into town and possibly having a homeland security issue; a type of public event that has been advertised that people know to monitor with homeland security, state police and have a good emergency services operation.

Mayor Barton thanked Col. Lowe for bringing his concern because clearly we want to protect our residents and visitors. We need to have a process in place with TAA, all the schools and churches having an event. Mayor Barton asked the Township Committee to review the draft ordinance and make comment at future meeting date.

REPORT OF THE EMERGENCY MANAGEMENT COORDINATOR

Col. Lowe spoke about the recent storm Quinn and provided an action report with preliminary damage assessment and a plan for electric restoration and power. There were lots of trees down.

REPORT OF THE TOWNSHIP ENGINEER

Mr. Guzzi reported on the ESB Radio Towers Installation will go out to bid next month.

REPORT OF THE TOWNSHIP ADMINISTRATOR

Administrator Cramer thanked Col. Lowe for his support during the storm it takes a load off Public Works to have questions sent to him rather tying up our office; Township Committee members were reminded of the upcoming elected official's seminar will be held on March 28th, at O'Connor's in Eastampton. There will be a \$250 credit for each attendee for our MEL Loss Control Funding.

REPORT OF THE TOWNSHIP SOLICITOR

No report.

REPORT OF THE TOWNSHIP COMMITTEE

Committeeman Franzen congratulated Col. Lowe for doing a terrific job in our town.

Deputy Mayor Lee spoke about have a Township Committee school board liaison meeting in which discussions were held with respect to the building damage done to Sequoia. Sequoia is looking at potentially having it completed sometime in mid-June; students that attend will not be back until September. Also discussed was the potential of looking at joint services for needs, such as public works and bus garage; potential opportunities with working with school district to provide services to benefit the entire town; spoke about the sewage treatment plant. Next meeting will be sometime in June.

Freeholder Singh visited the Town Hall meeting and shared that he was a resident of Burlington County and elected to the Burlington County Freeholder Board in 2017; oversees the County Courts, Health Department and Medical Examiner's Office. Mr. Singh plans to tour all the Towns.

PUBLIC COMMENT

Fran Brooks, Moores Meadow Road, commented on the Carranza Road Improvement Bond and pointing out that there are four Shamong residents living on Carranza Road that are affected. If Shamong Township not going to contribute to the improvement of that road, when the \$260,000 bond is spent it would be unfair for Tabernacle residents to have the road paved from the northern side, which would help all these four residents; but at least Tabernacle should enjoy the benefit of the road improvement from Moores Meadow Road; questioned if Tabernacle has a shared service agreement with Shamong Township for road plowing. Ms. Brooks also questioned Deputy Mayor Lee if he contacted Shamong Township about their paving participation. Deputy Mayor Lee spoke of his communication with Shamong Township is ongoing.

Administrator Cramer spoke that Tabernacle does not have a shared service Agreement with Shamong Township, however; Shamong Township handles majority of the mowing and plowing on Tuckerton Road and they take care of the portion on the other side of west of Route 206 as an off-set. It is sort of a give and take. He also advised there being no shared service agreement with Shamong Township for snow plowing service; Shamong Township maintains other Township Tuckerton Roads.

Stuart Brooks, Moores Meadow Road, commented on the split services with Shamong Township with respect to snow plow service and questions Deputy Mayor Lee about his contact with Shamong Township and road paving.

Comments closed.

Executive Session Resolution

Whereas, the Governing Body wishes to discuss the following executive session matters pursuant to N.J.S.A. 10:4-12(B) (7) and (8) in a closed session from which the public shall be excluded:

- Shared service with neighboring communities
- Employment for municipal court

Be It Resolved, the public shall be excluded. **Closed to the public at 9:35 pm.**

ADJOURNMENT

On a motion to adjourn the workshop meeting of March 12, 2018 was made by Mr. Yates, seconded by Mr. Franzen. The meeting was adjourned at 10:03 PM.

Respectfully submitted,

La Shawn R. Barber, RMC/CMR
Municipal Clerk

Approved: 04/23/2018