Township of Tabernacle

Town Hall
163 Carranza Road
Tabernacle, NJ 08088

TOWNSHIP COMMITTEE MEETING
AGENDA

APRIL 29, 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

| Township Administrator | Chief Finance Officer | Tax Collector |
| Dante Guzzi | Thomas Boyd | Robert Sunbury |
| Township Engineer | Construction Official | Emergency Management Coordinator |
| Peter C. Lange, Jr. | La Shawn R. Barber, RMC, CMR |
| Township Solicitor | Municipal Clerk |

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 Second Reading Ordinances)

IV. INTRODUCTION OF 2019 MUNICIPAL BUDGET (First Reading)
Public Hearing: 5/28/2019 at 7:30 p.m.

V. ORDINANCE ON SECOND READING (Public Hearing/Comments)

(Public hearing previously held on 3/25/2019 – Ord. 2019-1 was tabled)
2019-1: Amending Chapter VII Traffic Section 12 of the Revised General Ordinances of the Township of Tabernacle
2019-2: Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank – Calendar Year 2019
2019-3: Ordinance Amending Chapter IX, Building and Housing Fee Schedule in Appendix
2019-4: Ordinance Repealing and Replacing Article 8 of the Township Code Entitled “Public Functions and Similar Uses of Public Places

VI. ORDINANCES ON FIRST READING (Public Hearing/Comments: 5/28/2019 -7:30 p.m)

2019-5: Ordinance Amending the General Code Ordinance, Establishing the Position of a Part-Time Certified Fire Inspector

VII. RESOLUTIONS

2019-55: Authorize Township of Tabernacle to Execute An Agreement with Burlington County for Cooperative Participation in the Community Development Act of 1974
2019-56: Approve Change Order No. 1 for 2018 Park Project: Sussman Enterprises
2019-58: Authorize Cancellation of Certain Property Taxes and Refund Pursuant to a One Hundred Percent Totally Disabled Veteran Exemption: Trebisovsky
2019-59: Authorize the Appointment of Deputy Court Administrator: Kyle Godfrey

VIII. APPROVAL OF MINUTES
a) January 2, 2019 (Reorganization)
b) January 22, 2019 (Regular and Closed Session)
c) February 11, 2019 (Workshop and Closed Session)
d) February 25, 2019 (Regular and Closed Session)
e) March 11, 2019 (Workshop and Closed Session)
f) March 25, 2019 (Regular)
g) April 8, 2019 (Workshop)
IX. **APPROVAL OF BILLS**

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

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

XII. **CLOSED SESSION** (Resolution No. CS 04 29019)
1. Matters relating to contract negotiation: Appraisal Services for Irick’s Causeway

XIII. **REOPEN**

XIV. **2019-60:** Authorize Award of Contract for Appraisal Services: Irick’s Causeway

XV. **ADJOURNMENT**
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019
RE: INTRODUCTION OF 2019 TABERNACLE TOWNSHIP MUNICIPAL BUDGET

WHEREAS, the Municipal Budget of the Township of Tabernacle, County of Burlington is for the fiscal year 2019; and

WHEREAS, the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2019; and

NOW, THEREFORE, BE IT RESOLVED, that said budget be published in Tabernacle Township’s official newspapers.

BE IT FURTHER RESOLVED, by the Governing Body of the Township of Tabernacle does hereby approve the following Budget for the year 2019.

Date: April 29, 2019

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

VOTE ON ADOPTION

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<th>Ayes</th>
<th>Nays</th>
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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 29th day of April 2019.

La Shawn R. Barber, RMC
Municipal Clerk
TOWNSHIP OF TABERNACLE

ORDINANCE NO. 2019-1

AN ORDINANCE OF THE TOWNSHIP OF TABERNACLE, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AMENDING CHAPTER 7 “TRAFFIC” REVISING SECTION 7-12

WHEREAS, the Township Committee has determined that it is in the interest of the public to increase the maximum permitted gross registered weight of vehicles parked within any residential district from 12,000 pounds gross registered weight to 17,500 pounds gross registered weight; and

WHEREAS, the Township Code enforcement officer has recommended that the Committee increase the maximum permitted gross registered weight for vehicles parked within any residential district; and

WHEREAS, the Township Committee is desirous of amending Chapter 7, Section 7-12 of the Revised General Ordinances of the Township of Tabernacle to raise the maximum permitted gross registered weight for parked vehicles within any residential district from 12,000 pounds to 17,500 pounds.

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

Section One: Chapter 7, Section 7-12 of the Revised General Ordinances of the Township of Tabernacle is hereby amended to read as follows:

7-12 PARKING OF VEHICLES WEIGHING IN EXCESS OF 17,500 POUNDS PROHIBITED.

No person shall park any truck, bus, trailer or tractor, the gross registered weight of which exceeds seventeen thousand five hundred (17,500) pounds, out of doors within any residential district of a regional growth area, Pinelands Village, and approved major subdivisions wherever located in the Township. This requirement shall not pertain to farms wherever located.

Section Two: All other provisions of the Township Code currently in effect, are hereby saved from repeal, and shall remain in full force and effect;

Section Three: If any provision of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.
Section Four: The Mayor and Township Clerk are hereby authorized to take such actions as are necessary to effectuate the purposes of this Ordinance.

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 25th day of February, 2019, by the Tabernacle Township Committee.
NOTICE
TOWNSHIP OF TABERNACLE

ORDINANCE NO. 2019-1

AN ORDINANCE OF THE
TOWNSHIP OF TABERNACLE,
COUNTY OF BURLINGTON,
STATE OF NEW JERSEY
AMENDING CHAPTER 7
"TRAFFIC" REVISING
SECTION 7-12

NOTICE OF INTRODUCTION

The foregoing ordinance was introduced at a meeting of the Township Committee of the Township of Tabernacle held on February 25, 2019 and was read for the first time. The purpose of this Ordinance is amending Chapter 7, Section 7-12 of the Revised General Ordinances of the Township of Tabernacle to read "Parking of Vehicles Weighing in Excess of 17,500 Pounds Prohibited. No person shall park any truck, bus, trailer or tractor, the gross registered weight of which exceeds seventeen thousand five hundred (17,500) pounds, out of doors within any residential district of a regional growth area, Pinelands Village, and approved major subdivisions wherever located in the Township. This requirement shall not pertain to farms wherever located.

This ordinance will be further considered for final passage at the next meeting of the Township Committee to be held on Monday, March 25, 2019 at 7:30 P.M., Town Hall, 163 Carranza Road, Tabernacle, NJ 08088. Township Committee has changed its meeting times to 7:30 P.M. Copies of this ordinance will be made available at the Municipal Clerk’s office to members of the general public who shall request it during normal operating hours. All persons interested will be given the opportunity to be heard concerning such ordinance.

La Shawn R. Barber, RMC
Township Clerk

Adv. Fee: $38.64
DCT: March 21, 2019
Am. Chg.: $20.00 7278561

Tabled to 4/19/2019 - Boyd comments
Tabled to 4/29/2019
ORDINANCE 2019-2
CALENDAR YEAR 2019
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

NOTICE OF INTRODUCTION

The foregoing ordinance was introduced at a meeting of the Township Committee of the Township of Tabernacle held on March 25, 2019 and was read for the first time. The purpose of this Ordinance is to increase the Municipal Budget Appropriation Limits and establish a Cap Bank to 3.5%. This ordinance will be considered for final passage at the next rescheduled meeting of the Township Committee on **Monday, April 29, 2019 at 7:30 P.M. Town Hall, 163 Carranza Road, Tabernacle, NJ 08088**. Copies of this ordinance will be made available at the Municipal Clerk’s office to members of the general public who shall request it during normal operating hours. All persons interested will be given the opportunity to be heard concerning such ordinance.

La Shawn R. Barber, RMC
Township Clerk
TOWNSHIP OF TABERNACLE  
BURLINGTON COUNTY, NEW JERSEY

ORDINANCE 2019-2  
CALENDAR YEAR 2019

ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS  
AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year’s final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Township Committee of the Township of Tabernacle in the County of Burlington finds it advisable and necessary to increase its CY 2019 budget by up to 3.5% over the previous year’s final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Township Committee hereby determines that a 1.0 % increase in the budget for said year, amounting to $32,456 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS the Township Committee hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Committee of the Township of Tabernacle, in the County of Burlington, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2019 budget year, the final appropriations of the Township of Tabernacle shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to $113,596, and that the CY 2019 municipal budget for the Township of Tabernacle be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduced:
Adopted:

La Shawn R. Barber, RMC  
Municipal Clerk
State of New Jersey
County of Burlington

NOTICE OF INTRODUCTION
TOWNSHIP OF TABERNACLE
ORDINANCE 2019-2

CALENDAR YEAR 2019
ORDINANCE TO EXCEED THE
MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO
ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)

The foregoing ordinance was intro-
duced at a meeting of the Township
Committee of the Township of Tab-
neracle held on March 25, 2019
and was read for the first time. The
purpose of this Ordinance is to in-
crease the Municipal Budget Appro-
priation Limits and establish a Cap
Bank to 3.5%. This ordinance will
be considered for final passage at
the next rescheduled meeting of the
Township Committee on Monday,
April 29, 2019 at 7:30 P.M. Town
Hall, 163 Carranza Road, Taberna-
cle, NJ 08088. Copies of this ordi-
nance will be made available at the
Municipal Clerk's office to members
of the general public who shall re-
quest it during normal operating
hours. All persons interested will be
given the opportunity to be heard
concerning such ordinance.

Le Shawn R. Barber, RMC
Township Clerk

Adv. Fee: $25.76
BCT: April 11, 2019
Aff. Chrg.: $20.00

TABERNACLE TWP
163 CARRANZA RD
VINCENTOWN, NJ 08088
2-096512006
0007282610-01
Stacey Lear being duly sworn or affirmed
according to law, deposes and says that
he/she is the Legal Billing Coordinator of the
BURLINGTON TIMES, INC. Publisher of the
"Burlington County Times" and that a copy of a
notice published in such paper on

April 11, 2019

appears hereeto, exactly as published in said
newspaper

LEGAL BILLING CO-ORDINATOR

Sworn and subscribed to before me this 10th
day of April 2019 A.D.

Kristen Smith
My commission expires on
October 30, 2022
TOWNSHIP OF TABERNACLE

ORDINANCE NO. 2019-3

AN ORDINANCE OF THE TOWNSHIP OF TABERNACLE
COUNTY OF BURLINGTON, STATE OF NEW JERSEY
AMENDING CHAPTER IX, BUILDING AND HOUSING FEE SCHEDULE IN
APPENDIX A

NOTICE OF INTRODUCTION

The foregoing ordinance was introduced at a meeting of the Township Committee of the Township of Tabernacle held on March 25, 2019 and was read for the first time. The purpose of this Ordinance is to amend Chapter IX, Building and Housing Fee Schedule in Appendix A of the Revised General Ordinances of Township of Tabernacle which would revise fees for certain inspections and corresponding fees. This ordinance will be considered for final passage at the next rescheduled meeting of the Township Committee on Monday, April 29, 2019 at 7:30 P.M., Town Hall, 163 Carranza Road, Tabernacle, NJ 08088. Copies of this ordinance will be made available at the Municipal Clerk’s office to members of the general public who shall request it during normal operating hours. All persons interested will be given the opportunity to be heard concerning such ordinance.

La Shawn R. Barber, RMC
Township Clerk
TOWNSHIP OF TABERNACLE  
BURLINGTON COUNTY, NEW JERSEY  

TOWNSHIP OF TABERNACLE  

ORDINANCE NO. 2019-3  

AN ORDINANCE OF THE TOWNSHIP OF TABERNACLE  
COUNTY OF BURLINGTON, STATE OF NEW JERSEY  
AMENDING CHAPTER IX, BUILDING AND HOUSING FEE SCHEDULE IN  
APPENDIX A  

WHEREAS, the Department of Community Affairs has adopted amendments to N.J.A.C. 5:23-4.20 in accordance with its authority under N.J.S.A. 52:27D-124; and  

WHEREAS, these amendments deal with, in pertinent part, revised fees for certain inspections and corresponding fees; and  

WHEREAS, the Township of Tabernacle wishes to modify its Township Ordinance to conform to the above-referenced Administrative Code amendments.  

Now, Therefore, BE IT ORDAINED as follows:  

SECTION 1: Schedule E Building and Housing Fee in Appendix A is amended so as to update the applicable fee schedule in accordance with Exhibit 1 attached hereto and made a part hereof.  

SECTION 2: All ordinances 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 ____ day of ______, 2019, by the Tabernacle Township Committee.  

__________________________________________  
La Shawn Barber, RMC  
Municipal Clerk  

__________________________________________  
Joseph W. Barton, Mayor
1. FEES:

a. Minimum Fee for Building Subcode...
   Electric Subcode $65.00
   Plumbing Subcode $65.00
   Fire Subcode $65.00

b. State Training Fee = volume of structure x the rate as detailed in N.J.A.C 5:23-4.19(b) as modified from time to time

c. State Training Fee per Dollar Cost of Alterations x the rate as detailed in N.J.A.C 5:23-4.19(b) as modified from time to time

d. Plan Review Fee (20% of permit cost)

   d. Plan Review Fee $30.00 (20% of permit cost)

   e. Publicly owned buildings $Exempt

   f. Zoning permit $30.00

   g. Written zoning Inquires requested by an agency $10.00

   h. Fencing not regulated by the UCC (zoning) $30.00

   i. Certificate of Compliance of Smoke/Fire & Carbon Monoxide Detectors Application:
      7 or more days prior to inspection $50.00
      6 to 3 days prior to inspection $75.00
      2 days or less prior to inspection $150.00

   j. Second and Subsequent Re-inspections $100.00

2. Building Subcode Fees

   A. Minor work involving a single trade $15.00
      per $1,000.00
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

B. New Structure Fees
   i. Use Group: B, H-1 thru H-5, I-1 thru I-4, M, E, R1, R2, R3, R4, R5, U
      # of cubic feet x $.038
   ii. Use Group: A1, A2, A3, A4, A5, F1, F2, S1 and S2
       # of cubic feet x $.034
   iii. Commercial Farm Building # of cubic feet x $.01

   • Fee for commercial farm building should not exceed $1,000.00

   iv. Pre-engineered grain bins and similar structures require permits
       only for on-site construction work such as foundations, slabs,
       plumbing or electric. Fee for construction $ 30.00 per 1,000.00

C. Fees for renovations, alteration, and repairs
   i. First $50,000 = $34.00 per $1000.00
   ii. $50,001 to $100,000 = $28.00 per $1000.00
   iii. $100,001 and above = $24.00 per $1000.00

D. Sign Fees = $1.50/sq ft
E. Lead abatement fee = $ 38.00 per $1000.00
F. Asbestos Abatement Fee = $ 75.00
G. Asbestos C/O Flat State Fee = $ 25.00
H. Swimming Pools:
   i. In-ground pools = $ 350.00
   ii. Above Ground Pools = $ 125.00
   iii. Spas & Hot Tubs = $ 55.00 min fee
   iv. Pool Fencing = $ 55.00
   v. Annual Pool Bonding = $ 100.00

I. Demolitions
   i. Single Family Dwellings = $ 125.00
   ii. Commercial Structures = $ 300.00
   iii. Farm/Utility buildings = $ 55.00
   iv. Storage Tanks = $ 60.00

J. Certificate of Occupancy for:
   i. Single Family Dwelling = $ 100.00
   ii. Additions & Detached garages = $ 75.00
   iii. Commercial Buildings = $ 250.00
   iv. CCO Certificate = $ 300.00
TOWNSHIP OF TABERNACLE  
BURLINGTON COUNTY, NEW JERSEY

K. Other Fees
i. Radio towers and antennas $ 500.00  
Communication Cabinets, antenna arrays, tower footings and slabs will be based on the cost of materials and labor as stated section C. for renovations, alterations and repairs.
ii. Foundation and containment area for storage tanks = $ 22.00 per $1000.00 cost
iii. Fire Place Masonry = cost as above for alterations
iv. Free Standing Wood Stove = $ 60.00
v. Chimney Liner = $ 60.00
vi. Fencing exceeding 6’ height = Cost/foot - $25/50 ft.
vii. Retaining wall fees will be as follows:
   a. Surface area greater than 550 square feet that is associated with a Class 3 residential structure = $ 150.00.
   b. Surface area of 550 square or less that is associated with a Class 3 residential structure will be: = $ 55.00
   c. Any newly constructed retaining wall of any size other than a Class 3 residential structure will be based on the cost of material and labor as stated in section C. for renovations, alterations and repairs.
viii. Sheds up to 288 sq. ft. = $ 55.00
     289 sq. ft. to 900 sq. ft. = $ 75.00
     Over 900 sq.ft. = # of cubic feet x .038
ix. Decks = $ 22.00 per $ 1,000.00

x. Solar Array Mounting Systems and Wind Energy Systems Fee will be based on the cost of material and labor of the mounting system as stated in section C. for renovations, alterations and repairs.

xi. Fees for tents, in excess of 900 square feet or more than 30 feet in any dimension, shall be $ 100.00.

L. Fees for Variations
i. Use Group R3, R4 and R5 = $ 75.00
ii. All of other use groups = $509.00

3. Plumbing Subcode fees
i. Water closet/bidet/urinals = $ 20.00
ii. Bathtubs = $ 20.00
iii. Lavatory/sink = $ 20.00
iv. Shower/floor drain = $ 20.00
v. Washing machine = $ 20.00
vi. Dishwasher = $ 20.00
vii. Commercial dishwasher = $ 20.00
viii. Hose bibs = $ 20.00
ix. Water Heater = $ 20.00
x. Water cooler = $ 20.00
xi. Garbage Disposal = $ 20.00
xii. Indirect connection = $ 20.00
xiii. Vent stack = $ 20.00
xiv. Special Devices = $ 20.00
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

xv. Condensation Drain = $20.00
xvi. Grease traps = $65.00
xvii. Oil separators = $65.00
xviii. Water cooled air conditioners = $65.00
xix. Refrigeration Units = $65.00
xx. Water utility connection = $65.00
xxi. Sewer utility connection = $65.00
xxii. Back flow preventers = $65.00
xxiii. Steam boilers = $65.00
xxiv. Hot water boilers = $65.00
xxv. Gas piping = $50.00
xxvi. Interceptors = $65.00
xxvii. Fuel Oil piping = $50.00
xxviii. L/P Tanks = $65.00
xxix. Minimum fee = $65.00

4. Fire Subcode Fees
i. 1-20 sprinkler heads = $55.00
ii. 21-100 sprinkler heads = $85.00
iii. 101-200 sprinkler heads = $165.00
iv. 201-400 sprinkler heads = $425.00
v. 401-1000 sprinkler heads = $600.00
vi. Over 1000 sprinkler heads = $750.00
vii. 1-20 heat/smoke detectors = $55.00
viii. 21-100 heat/smoke detectors = $85.00
ix. 101-200 heat/smoke detectors = $165.00
x. 201-400 heat/smoke detectors = $425.00
xi. 401-1000 heat/smoke detector = $600.00
xii. Over 1000 heat/smoke detector = $750.00
xiii. Each stand pipe = $175.00
xiv. Each independent pre-engineered system = $85.00

xv. Each gas or oil fired appliance, which is not connected to the plumbing system = $55.00

xvi. Each kitchen exhaust system = $125.00
xvii. Each incinerator/crematorium = $350.00
xviii. Gas or Oil Storage Tanks = $60.00
xix. Free Standing Wood Stove = $60.00
xx. Minimum fee = $65.00

5. Electric Subcode Fees
i. Switched/fixtures/receptacles: 1-25 = $60.00
ii. Each additional 25 outlets = $20.00
iii. Electrical devices/generators/transformers
   Over 1 kw-10 kw = $25.00
   10.1 kw-45 kw = $75.00
   45.1 kw-112.5 kw = $150.00
   Over 112.5 kw = $750.00

iv. Motors
   Over 1hp-10 hp = $25.00
   Over 10 hp -50 hp = $75.00
   Over 50 hp- 100 hp = $150.00
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

Over 100 hp = $ 750.00

v. Service panels/service entrance/sub panels
   0-200 amps = $ 75.00
   Over 200-1000 amps = $ 150.00
   Over 1000 amps = $ 750.00

vii. Ranges/ovens/surface units
    Over 1-10 kW = $ 20.00
    Over 10 kW = $ 55.00

viii. Pool Permit with UW Lights = $ 65.00
ix. Storable Pool/Spa/Hot Tub = $ 65.00
x. Public Pool/Hot Tub/Spa
    Annual Electrical Inspection = $ 150.00
xi. Minimum fee = $ 65.00

6. Photovoltaic systems and wind energy systems the fee will be based on the designed kilowatt rating of the systems as follows:

Residential Use (R-5 Only)
i. One to 10 kw $ 250.00
ii. Greater than 10 kw to 50 kw $ 400.00
iii. Greater than 50 kw $ 750.00

All Other Use Groups
i. Systems up to 50 KW $ 750.00

ii. Systems greater than 50 KW $ 1000.00 for the first 50 KW plus $100.00 for each 10 KW or portion thereof over 10 KW up to 999 KW

iii. Systems of 1 MW (Megawatt) and greater = $ 5,500.00 per MW and fraction thereof. (Example: 1.5 MW x $ 5,500.00 = $ 8,250.00)

iv. Each Disconnect: $ 50.00
iv. Each Inverter: $ 50.00
v. Each Metering Device $ 50.00
NOTICE OF INTRODUCTION

TOWNSHIP OF TABERNACLE
ORDINANCE NO. 2019-3

AN ORDINANCE OF THE TOWNSHIP OF TABERNACLE, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AMENDING CHAPTER IX, BUILDING AND HOUSING FEE SCHEDULE IN APPENDIX A

The foregoing ordinance was introduced at a meeting of the Township Committee of the Township of Tabernacle held on March 25, 2019 and was read for the first time. The purpose of this Ordinance is to amend Chapter IX, Building and Housing Fee Schedule in Appendix A of the Revised General Ordinances of Township of Tabernacle which would revise fees for certain inspections and corresponding fees. This ordinance will be considered for final passage at the next re-scheduled meeting of the Township Committee on Monday, April 29, 2019 at 7:30 P.M., Town Hall, 163 Carranza Road, Tabernacle, NJ 08088. Copies of this ordinance will be made available at the Municipal Clerk’s office to members of the general public who shall request it during normal operating hours. All persons interested will be given the opportunity to be heard concerning said ordinance.

La Shawn R. Barber, RMC
Township Clerk

Adv. Fee: $20.86
BGT: April 11, 2019
All. Chg.: $20.00 7282608

TABERNACLE TWP
163 CARRANZA RD
VINCENTOWN, NJ 08088
2-098512006
0007282608-01
Stacey Lear being duly sworn or affirmed according to law, deposes and says that he/she is the Legal Billing Coordinator of the BURLINGTON TIMES, INC. Publisher of the "Burlington County Times" and that a copy of a notice published in such paper on

April 11, 2019

appears hereto, exactly as published in said newspaper

LEGAL BILLING CO-ORDINATOR

Sworn and subscribed to before me this 10th day of April 2319 A.D.

Kristen Smith
My commission expires on
October 30, 2022
TABERNACLE TOWNSHIP

ORDINANCE 2019-4

AN ORDINANCE REPEALING AND REPLACING ARTICLE 8 OF THE TOWNSHIP CODE ENTITLED "PUBLIC FUNCTIONS AND SIMILAR USES OF PUBLIC PLACES"

NOTICE OF INTRODUCTION

The foregoing ordinance was introduced at a meeting of the Township Committee of the Township of Tabernacle held on March 25, 2019 and was read for the first time. The purpose of this ordinance is to improve coordination of public events having the requirement for a Special Events Permit to ensure the protection of public safety, full preparedness of the Township Public Works and Emergency Services Departments. This Ordinance will repeal and replace Article 8 of the Township Code entitled “PUBLIC FUNCTIONS AND SIMILAR USES OF PUBLIC PLACES” is hereby repealed and replaced with “PUBLIC FUNCTIONS AND SIMILAR USES OF PUBLIC PLACES- SPECIAL EVENTS.” This ordinance will be considered for final passage at the next rescheduled meeting of the Township Committee on Monday, April 29, 2019 at 7:30 P.M., Town Hall, 163 Carranza Road, Tabernacle, NJ 08088. Copies of this ordinance will be made available at the Municipal Clerk’s office to members of the general public who shall request it during normal operating hours. All persons interested will be given the opportunity to be heard concerning such ordinance.

La Shawn R. Barber, RMC
Township Clerk
TABERNACLE TOWNSHIP

ORDINANCE 2019-4

AN ORDINANCE REPEALING AND REPLACING ARTICLE 8 OF THE TOWNSHIP CODE ENTITLED “PUBLIC FUNCTIONS AND SIMILAR USES OF PUBLIC PLACES”

WHEREAS, the Township Committee has determined that improved coordination of public events is desirous; and

WHEREAS, a requirement for a Special Events permit would ensure the protection of public safety and the full preparedness of the township public works and emergency services departments; and

WHEREAS, Special Events particularly require a plan and coordination with the Office of Emergency Management; and

WHEREAS, the Township Committee finds the purposes of such a permit requirement to be in accord with its statutory authority and in the best interests of the health, safety and welfare of the Township and its residents.

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

Article 8 of the Township Code entitled “PUBLIC FUNCTIONS AND SIMILAR USES OF PUBLIC PLACES” is hereby repealed and replaced with “PUBLIC FUNCTIONS AND SIMILAR USES OF PUBLIC PLACES- SPECIAL EVENTS”

Section 1.

Special Events.

A. Purpose.

It is recognized that Special Events enhance the quality of life for the residents of the Township. Therefore, without unduly burdening event planners and sponsors, a permit shall be required to be obtained in advance for all Special Events, as defined herein, to ensure notice to the Township and to ensure planning and coordination of such events with the Township Office of Emergency Management.

B. Definitions.

Special Event shall be defined as follows: Any protest, service, fair, carnival, festival, show, exhibition, celebration, assembly, pageant, or other similar public event to be conducted within or partly within the Township of Tabernacle where attendance by participants, spectators and/or
patrons is expected to be greater than 250 persons and where the event or any part of the event is to be held on public ground, a public park, in a public right-of-way or on private ground when the public is invited and/or the event is advertised.

In addition, **Special Event** shall also include any walkathon, march, parade, automobile road rally, motorcycle race or enduro, bicycle race, rally or tour, foot race, marathon, hike, or trail ride of any kind or similar function, procession, or any similar display conducted in or upon any street, road, park, or other public place within Tabernacle Township.

**Special Event** does not include any funerals, weddings, or processions sponsored by houses of religious worship, educational activities under the direction and supervision of school authorities, normal camp activities occurring at an accredited camp, processions sanctioned or approved by a government agency including but not limited to the Township and its subdivisions, the Fire Company or the EMS while acting within the scope of their duties and/or functions, or processions arising out of labor disputes.

C. Permit Required.

Any individual, partnership, corporation or entity conducting a Special Event shall submit an application for a Special Event Permit. An application fee of $75.00 shall accompany any submitted application for a Special Event Permit. Applications shall be submitted at least thirty (30) days prior to the date of the Special Event on a form to be supplied by the Township Clerk.

The Township OEM and/or Administrator shall have the authority to revoke a Special Event Permit issued hereunder in the event that standards for issuance are not met and/or it is determined that the Special Event poses any risk to public safety.

D. Event Management Plan Required.

An Event Management Plan shall be submitted with each application for a Special Event Permit. The Event Management Plan shall include proposed planning and actions to address public health and safety issues including, but not limited to, emergency vehicle access, traffic and pedestrian management and trash, refuse and sanitary sewer management. This plan shall be approved by the Township Office of Emergency Management prior to the issuance of any permit and shall include:

i. The name, address, email address and telephone numbers of all persons and any organization or corporate entity involved and the person(s) representing such an organization seeking to conduct the Special Event.
ii. The Type of function and the proposed dates when the Special Event is to be conducted. The route to be utilized for any procession if any and the many of travel including the spacing of participants. The approximate number of persons to be expected to participate in the Special Event. The hours when the Special Event will start and terminate. The proposed location of assembly areas if any.

iii. Written permission evidencing a license to use any private property associated with the Special Event.

iv. Emergency vehicle access management shall include establishing the location(s) and manner in which emergency vehicles may access the event and ancillary property if necessary.

v. Traffic and pedestrian management includes:
   1. Providing safe ingress and egress, vehicular traffic flow, and pedestrian traffic flow;
   2. Utilizing parking attendants, signs, or other parking-related instructions to facilitate vehicular and pedestrian traffic flow onto, off of, and within the event. Special service providers may be required to assist with traffic management;
   3. Establishing areas temporarily devoted to parking based on the volume of visitors expected; and
   4. Establishing overflow parking areas in the event the planned-for parking capacity is exceeded.

vi. Public health management includes:
   1. Providing sanitary facilities sufficient to accommodate, without causing long queues, the volume of visitors expected; and
   2. Providing hand-sanitizing facilities for visitors to wash or sanitize their hands after the use of the sanitary facilities; and
   3. Locating sanitary facilities and managing them with an appropriate cleaning schedule, so as to prevent adverse impacts on health and adjacent properties, such as odors; and
   4. Providing trash and recycling receptacles to accommodate the volume of visitors expected in order to prevent the accumulation of trash and debris on the ground; and
   5. Properly training and equipping event staff on how to handle emergencies that may occur during the event including, but not limited to, the preparation of a protocol for contacting and deploying police, fire, and/or another emergency service in the event of an actual emergency.

vii. If a Special Event occurs periodically or more than once per year and occurs under the same basic conditions, an applicant may satisfy the provisions of this Chapter for the multiple events by submitting a single event management plan that notes the multiple occurrences and the future dates of the event.

viii. If the Office of Emergency Management Coordinator requests or requires any additional information or changes to the Special Event Management Plan, the Applicant shall provide the additional information and comply with the required changes.
E. Insurance and Indemnification.

Special Event Permits shall be conditioned upon the provision of insurance in the name of the applicant and/or property owner and indemnification to the Township in accord with the following:

A. Insurance.

The applicant shall furnish evidence of a liability insurance policy insuring against loss in an amount not less than one million dollars ($1,000,000.00) combined single limit per occurrence and in the aggregate covering personal injury and property damage issued by an insurance company authorized to do business in the State of New Jersey. The insurance policy shall be endorsed to the Township with the Township, its elected and appointed boards, officers, agents, officials and employees named as additional insured and shall provide that any other insurance maintained by the Township shall be in excess of and not contributing to the insurance coverage provided to the Township under the applicant’s policy.

B. Indemnification.

The applicant shall also be required to sign an indemnity agreement in a form approved by the Township Attorney which shall expressly provide that the applicant agrees to defend, protect, indemnify and hold the Township, its officers, employees and agents free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of applicant, participants, its officers, agents or employees in connection with the permitted event or activity; and the Permit shall expressly provide that the applicant shall, at applicant’s own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the Township, its officers, agents, participants or employees, and that the applicant shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the Township, its officers, agents or employees as a result of the alleged acts or omissions of applicant or applicant’s officers, agents, participants or employees in connection with the uses, events or activities under the Permit. This indemnification shall specifically include the provision of legal counsel for defense, including payment thereof, and any costs incurred by the Township in seeking enforcement of the indemnification.
F. Violations and Penalties

Any person, firm, corporation, association, legal party or other entity whatsoever who or which shall violate, or authorize or procure a violation, or cause to be violated, any provision of this Chapter shall, upon conviction thereof, be punishable as provided under the General Penalty provisions found in this Code.

Section 2. Repealer. Any Ordinance inconsistent with this ordinance is hereby repealed to the extent of its inconsistency.

Section 3. Severability. If any provision of this Ordinance is deemed to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Ordinance shall continue in full force and effect.

Section 4. Effective date. This Ordinance shall take effect upon proper passage in accordance with the law.

Introduced:
Adopted:

La Shawn Barber, RMC
Township Clerk

Joseph Barton
Mayor

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Tabernacle held on the _____ day of _____________, 2019, and will be considered for second and final passage at a meeting of the Township Committee to be held on the _____ day of _____________, 2019, at 7:30 p.m. at the Municipal Building located at 163 Carranza Road, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.
TABERNACLE TWP
163 CARRANZA RD
VINCENTOWN, NJ 08088
2-096512006
0007262607-01
Stacey Lear being duly sworn or affirmed according to law, deposes and says that he/she is the Legal Billing Coordinator of the BURLINGTON TIMES, INC. Publisher of the “Burlington County Times” and that a copy of a notice published in such paper on

April 11, 2019

appears hereto, exactly as published in said newspaper

Sworn and subscribed to before me this 10th day of April 2019 A.D.

Kristen Smith
My commission expires on
October 30, 2022

La Shown R. Barber, RMC
Township Clerk

Adv. Fee: $33.58
BCT: April 11, 2019
Aff. Chq.: $20.00 7282607
TOWNSHIP OF TABERNACLE
APPLICATION FOR SPECIAL EVENT PERMIT

DATE SUBMITTED: ______________________

(PLEASE PRINT OR TYPE)

NAME OF EVENT: __________________________

BRIEF DESCRIPTION OF EVENT: __________________________

DATE OF EVENT: ___________________________ RAINDATE: ____________________

EVENT START TIME: ______________ END TIME: ______________

LOCATION OF EVENT: __________________________

ESTIMATED # OF PARTICIPANTS: __________ OUTSIDE VENDORS? YES or NO

NAME OF SPONSORING ORGANIZATION: ____________________________

IS THIS ORGANIZATION REGISTERED WITH THE INTERNAL REVENUE SERVICE AND/OR NJ DEPT. OF LAW & PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AS A CHARITABLE ORGANIZATION?  Yes/No __________ TIN: __________

Name of Group Representative: __________________________

Mailing/Home Address: __________________________

Day Phone: (____) __________________________ Evening Phone: (____) __________________________

Cell Phone: (____) __________________________ Other Phone: (____) __________________________

Fax: (____) __________________________ E-Mail: __________________________

Name of Alternate Group Representative: __________________________

Day Phone: (____) __________________________ Evening Phone: (____) __________________________

Cell Phone: (____) __________________________ Other Phone: (____) __________________________

Fax: (____) __________________________ E-Mail: __________________________

TOWNSHIP SERVICES REQUESTED: (Please Check All That Apply)

____ Emergency Medical Services (EMS) - Request online at www.tabernaclerescue.com
____ Fire Department (Fireworks, Stand-By’s, Fire Police)
____ Public Works (barricades, park prep, electrical)
____ Pinelands CERT (Communications, parking, directions)
____ Township Committee Participation (Remarks, Ribbon-cutting, etc.)

Provide explanation for any services requested: __________________________

_________________________________________
The undersigned representatives of the applicant understand and agree to the following:

1. Activity(ies) will begin and end within the approved time frame.
2. All debris, trash and recycling materials resulting from the approved activity must be removed from the Township facility and properly disposed of.
3. Sufficient adults will be assigned the sole responsibility of providing security and deterring vandalism.
4. Tabernacle Township may require the applicant to secure sufficient police protection depending on the type of activity and the anticipated number of participants and/or spectators.
5. Noise must be kept to a minimum so as not to disturb others utilizing the facility and residents within the area.
6. Parking is allowed in designated vehicle parking areas only. Please be considerate of residents who live adjacent to event staging areas; as parking is strictly prohibited on their private property and may result in fines levied by the NJ State Police as allowable by state and local laws/ordinances.
7. A separate permit must be secured from the Fire Official’s Office for any open fires, use of propane, vending trucks, etc. within Tabernacle Township.
8. All problems encountered with any Township facility will be made known to the designated Tabernacle Township Agent within 24 hours of the conclusion of the activity.
9. ALCOHOLIC BEVERAGES ARE NOT TO BE DISPENSED AND/OR CONSUMED WITHIN ANY TABERNACLE TOWNSHIP FACILITY WITHOUT PRIOR CONSENT AND APPROVAL.
10. Tabernacle Township will require the applicant to provide remuneration to the Township for damages to the facility and/or repairs/replacement of damaged equipment. Violations of any of the above may result in the denial of future requests, and fines.
11. Tabernacle Township retains the right to rescind this permit at any time and/or to terminate permits early to conduct emergency maintenance/repair projects.
12. *Any raffle, Chinese auction, etc. requires a Games of Chance Permit, obtained from the Clerk’s Office.

RELEASE FORM/Indemnification/Hold Harmless

This applicant listed below has applied to the Township of Tabernacle for the purpose of securing a Special Event Permit at the designated Tabernacle Township facility.

In accepting this permit, the applicants (for itself, its members, and invitees) accepts and assumes the risk of all conditions existing in the area covered by this permit and the approaches thereto and agrees to hold harmless the Township of Tabernacle and its employees from all risks, liability, injury, damage, and loss to all persons and property arising out of or resulting from any use or presence within the areas covered by this permit; and also agrees to waive and relinquish all claims and causes of action of every kind; and agrees to indemnify Tabernacle Township for the defense of any such claims or actions whether the liability, loss, or damage is caused by, or arises out of the negligence of the Township of Tabernacle or any of the agents, employees or otherwise. We further agree to reimburse the Township of Tabernacle for any and all expenses, attorney fees or other costs incurred in the enforcement of this waiver and indemnification.

On behalf of this applicant, we understand all procedures associated with this request and accept the legal and financial responsibilities involved in the sponsoring of a special event within Tabernacle Township facilities.

__________________________  __________________________
Signature – Authorized Applicant Representative  Date

__________________________  __________________________
Signature – Authorized Applicant Alternate Representative  Date

FOR TABERNACLE TOWNSHIP OFFICIAL USE ONLY:

Approved by:  __________________________________________  Date:

☐ Fee Paid - $75  Name on Check: __________________________  Date:
☐ Insurance Certificate Provided-Submit Proof of one million dollars ($1,000,000) general liability insurance with the Township of Tabernacle as the Additional Insured Certificate Holder

cc: Emergency Mgmt.  Fire Dept.  EMS  Public Works  Admin  Fire Official  Committee
TOWNSHIP OF TABERNACLE  
BURLINGTON COUNTY, NEW JERSEY  
TOWNSHIP OF TABERNACLE  
ORDINANCE 2019-5

AN ORDINANCE OF THE TOWNSHIP OF TABERNACLE AMENDING THE GENERAL CODE ORDINANCE, ESTABLISHING THE POSITION OF A PART-TIME CERTIFIED FIRE INSPECTOR

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

SECTION 1. Creation of Office and Title. There is hereby created the position of a Part-Time Certified Fire Inspector.

SECTION 2. Appointment.

a) The Part-Time Certified Fire Inspector shall be appointed by the Township Committee upon the recommendation of the Fire Marshal and Township Administrator without any term and/or any tenure acts of the State of New Jersey; and shall be removable at the pleasure of the Township Administrator or Township Committee with or without notice or hearing.

SECTION 3. Duties and Responsibilities

a) The Part-Time Certified Fire Inspector shall perform the duties to assist the Fire Marshal in accordance with the N.J.A.C. 5:70.

b) The Part-Time Certified Fire Inspector shall be responsible for conducting field inspections and working with and/or instructing property owners/contractors on the requirements of the Uniform Fire Code.

SECTION 4. Compensation

a) The Part-Time Certified Fire Inspector shall be paid a fixed salary adopted by the Township Committee in the annual Salary Resolution.

b) The Salary Range for the respective position shall be compensated in accordance with the following rate and without benefits are as follows:

Minimum..................$15.00/hr.  Maximum..................$30.00/hr.

SECTION 5. Qualification

a) The Part-Time Certified Fire Inspector shall be appointed on the basis of his/her qualifications and hold a valid New Jersey driver’s license.

b) The Part-Time Certified Fire Inspector shall hold certification by the New Jersey Division of Fire Safety.

c) The Part-Time Certified Fire Inspector may use his/her personal vehicle. Township will provide current mileage reimbursement.

SECTION 6. This ordinance shall become effective after final passage and publication according to law.

First Reading: April 29, 2019
Second Reading: May 28, 2019
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-55
RE: AUTHORIZING THE TOWNSHIP OF TABERNACLE TO EXECUTE AN AGREEMENT WITH BURLINGTON COUNTY FOR COOPERATIVE PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT OF 1974.

BE IT RESOLVED AND ENACTED, by the Committee of Tabernacle, County of Burlington and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

SECTION I. Certain federal funds are available to Burlington County under Title I of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and

SECTION II. It is necessary to establish a legal basis for the County and its people to benefit from this Program; and

SECTION III. An Agreement has been proposed under which the Township of Tabernacle and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant N.J.S.A. 40:8A-1 et seq., and

SECTION IV. It is in the best interest of the Township of Tabernacle that the Agreement entitled “Agreement between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities,” a copy of which is on file at the Municipal Clerk’s Office.

SECTION VI. All resolutions or parts of resolutions, which are inconsistent herewith, are hereby repealed in the extent of their inconsistency.

DATE: April 29, 2019

Joseph W. Barton, Mayor

La Shawn R. Barber, RMC
Township Clerk

*******
1. La Shawn R. Barber, hereby certify that the forgoing is a true copy of a Resolution duly adopted by the Governing Body of the Township of Tabernacle on April 29, 2019.

La Shawn R. Barber, RMC
Township Clerk
BURLINGTON COUNTY, NEW JERSEY
URBAN COUNTY COOPERATION AGREEMENT

FOR PROGRAM YEARS (FEDERAL FY) 2021-2023

THIS agreement is made by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON (hereafter the “Board” or “County”) and the below-named Municipality to establish a cooperative relationship for the conduct of certain community development activities, and

MUNICIPAL PARTICIPANT (“Municipality”): Tabernacle Township

WITNESSETH:

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships (“HOME”) Program, may make federal funds available to the County to expand the supply of decent and affordable housing; and

WHEREAS, the Housing and Community Development Act of 1974, as amended and supplemented (24 U.S.C. 93-383 et seq.) (the “Act”), provides that Community Development Block Grant (“CDBG”) funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income and said funds may be made available to the County for the operation of CDBG Programs on satisfaction of certain criteria; and

WHEREAS, an urban county and constituent municipalities can ask the U.S. Department of Housing and Urban Development (“HUD”) to approve the inclusion of the Municipality as part of the Urban County for purposes of planning and implementing a joint community development and housing assistance program; and

WHEREAS, New Jersey law authorizes counties and municipalities to enter into agreements with each other and the Municipality wishes to participate with the County to implement programs for which these funds may be used; and

WHEREAS, the above-named Municipality and County wish to enter into a joint agreement for the above-reference period;

NOW, THEREFORE, the Board of Chosen Freeholders of Burlington County and Municipality hereby agree as follows:

1. Purpose. The purpose of this Agreement is to satisfy Federal criteria so that the Board may apply for, receive, and disburse federal funds available to eligible urban counties under the CDBG Program and the HOME Program, and to carry out community development programs during the above-referenced federal fiscal years in cooperation with participating municipalities. Funds received pursuant to the CDBG and HOME Programs will be used to accomplish purposes authorized by the Acts (see CFR 24, Section 570.201 through 570.206 – CDBG and 24 CFR 92.205.213 - HOME). Nothing contained in this Agreement shall be interpreted as restricting the Municipality or other unit of local government of any power or other lawful authority it possesses, nor shall any municipality be deprived of any state or federal aid to which it might be entitled in its own right, except as it may apply pursuant to any provision of this Agreement.
2. COUNTY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES

2.1. Authorization. The Board is authorized, directed and appointed to undertake or assist in undertaking essential community development and housing assistance activities from CDBG funds and HOME Program funds it receives for the above-referenced Program Years. The Board shall have the final responsibility for selecting projects and filing required statements in accordance with the rules, regulations, executive orders and statutes adopted to implement the Act. The Municipality is hereby designated as a cooperative unit of general local government. The Board hereby agrees to cooperate with the Municipality to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

2.2. Programs. The Board is hereby designated as the responsible unit of general local government to undertake activities that are eligible for funding. The Board shall be responsible for assuring the administration and effectuation of activities in accordance with all HUD requirements.

2.3. Receipt of Funds. The Board shall be the designated recipient of all federal funds. These funds shall be placed in a County trust fund, a separate bank account established and maintained in accordance with applicable laws.

2.4. Expenditure of Funds. On authorization by the Board, and in compliance with State law, the Board may expend funds from its trust fund to accomplish a project directly or by payment to the particular municipality pursuant to contract. No person or entity may expend or commit funds except as may be authorized pursuant to this Agreement. No participant under this Agreement shall be obligated to expend its own funds except as may be mutually agreed between the Board and the Municipality.

2.4.1. Ineligible Use of Funds. County shall not fund activities in or in support of Municipality or other municipalities that do not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification. Nothing herein shall prohibit a municipality from exercising its authority to comment on, challenge or support any land use related matter proposed by or on behalf of the County that may affect it in its reasonable judgment.

2.5. Distribution of Funds. CDBG funds received by the County pursuant to this Agreement shall be distributed to Municipality on a reimbursement basis. To request a distribution Municipality shall submit a written request for distribution that complies with all applicable HUD and County requirements. County will request funds from HUD no more than twice monthly, and shall distribute all funds received under this Agreement to Municipality promptly following their receipt. County's obligation under this Section shall be limited to funds actually received by HUD for requests that meet all HUD and County requirements. The County shall be obligated to fund no more than the amount that County has received and set aside for Municipality.

2.6. In no event shall County be obligated to distribute more funds to Municipality under this Agreement than County receives during the three-year agreement period. If HUD does not award CDBG funds to County in a given year, County's obligation to distribute those funds to Municipality will be terminated. If the County loses its Urban County status through the imposition of HUD administrative sanctions or if the CDBG program or any successor program is eliminated by an act of Congress and major statutory changes are made to 24 U.S.C. 93-383 et seq., which authorizes the CDBG program, County is not obligated to provide CDBG funds to Municipality.

2.7. Administration of Program. Except for administration of those funds distributed directly to Municipality as set forth in Section 2.5, County shall have the responsibility of administering the CDBG
program including, but not limited to, preparation of plans to be submitted to HUD, issuance of notices, requests’ for project submittals, evaluation administration and monitoring of projects not paid for solely with Municipal CDBG funds, tracking and receiving program income and reporting to HUD. Municipality is, to the greatest extent permissible by law and regulations, responsible for compliance with federal and New Jersey State environmental laws and for all required noticing and documentation for projects funded under this Agreement within its jurisdictional boundaries. Once any applicable noticing requirements have been met, Municipality shall submit to County all required documentation and supporting materials. On receipt and review of said documents by County, County shall be responsible for submitting Requests for Release of Funds to HUD and obtaining Authority to Use Grant Funds.

2.8. Administrative Fees. Except for that portion of administration fees that are part of the HUD Identified Municipal Entitlement which shall be paid to Municipality, the County may retain fees for the management of the CDBG Program subject to the percentage permitted by HUD regulations. The administrative fees assigned to Municipality as a part of the HUD Identified Municipal Entitlement shall be at a percentage not to exceed that allowed by HUD regulations. Only costs associated with the management and administration of the CDBG Program may be charged against CDBG administrative allocations.

2.9. County will be responsible for reports to be prepared as may be required by CDBG regulations, including but not limited to the Consolidated Plan, the Annual Action Plan, the Comprehensive Annual Performance Evaluation Report (“CAPER”), and Cash and Management Information System reports. County and Municipality will cooperate in the collection of, and will furnish any and all information required for, reports to be prepared as may be required by CDBG regulations.

2.10 Change in Law. In the event that Congress amends the Act in a manner that would prevent Municipality from being able to regain its status as a “Metropolitan Municipality,” per Section 42 USC 5302(a)(4)(a) of the Act, because Municipality relinquished its status as a Metropolitan Municipality for the purpose of assisting County in obtaining CDBG funds under this Agreement, County agrees, as long as County receives CDBG funds, or similar funds from any successor program which receives an annual Congressional appropriation, that County will take all reasonable actions, including, but not limited to, entering into subsequent cooperation agreements, or similar agreements, with Municipality in order for Municipality to receive benefits for which it may be eligible.

3. MUNICIPALITY’S COVENANTS, AGREEMENTS AND RESPONSIBILITIES.

3.1. The Municipality agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal, and publicly assisted housing. The Municipality agrees to take the necessary actions, as determined by the County, to carry out a community development program and the approved Consolidated Plan and to fulfill all other applicable requirements of the CDBG and HOME Programs. The Municipality further agrees to not obstruct implementation of the approved Consolidated Plan during the term of this Agreement and for such additional time as may be required for the expenditure of funds granted to the County for such period.

3.2. Municipality’s Use of CDBG Funds. The Municipality agrees that, pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503. It shall be responsible for compliance with the conditions for an award to it and implementation of funds allocated to Municipality pursuant to this Agreement.
3.3. Municipality may contract with other entities to perform CDBG-eligible activities. Municipality agrees any CDBG-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the CDBG Regulations at 24 CFR 570. In addition, any contract made between Municipality and another entity for the use of CDBG funds pursuant to this Agreement shall comply with all applicable CDBG rules, guidance and regulations. A copy of all executed contracts for CDBG funded activities shall be available to the County as program administrator.

3.4. The Municipality warrants that it has adopted and is enforcing 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 the Municipality has adopted a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdictions.

3.5. Municipality’s Acknowledgements and Covenants. By executing this Agreement the Municipality acknowledges that

- it becomes ineligible to apply for grants under the Small Cities or State Community Development Block Grant Programs from appropriations for the fiscal years during the period in which it is participating in Burlington County’s Community Development Block Grant Program.

- it may only participate in a HOME Program through Burlington County, regardless of whether the County receives a HOME formula allocation. Even if the County does not receive a HOME formula allocation, the Municipality cannot form a HOME consortium with other local governments.

- Urban county funding is prohibited in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the Board’s action to comply with its obligations to affirmatively further fair housing.

- CDBG funds will be used for activities and/or projects prioritized by Municipality to alleviate its identified community needs eligible under the Act. Administration costs associated with the HUD identified Municipality entitlement CDBG funds will be used by Municipality as required to carry out administrative activities eligible under the Act.

- CDBG funding for activities in or in support of Municipality are prohibited if Municipality does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification, except to the extent Municipality is exercising its governmental authority to comment on, challenge or support any land use related matter proposed by or on behalf of County which may affect Municipality, in Municipality’s reasonable judgment.

- it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

- it becomes ineligible to apply for grants under the ESG Program, regardless of whether the County receives an ESG formal allocation. This does not preclude the urban county or a unit of
government participating with the urban county from applying to the State for ESG funds, if the state allows.

3.6. Municipal Cooperation. The Municipality will reasonably cooperate with County regarding this Agreement. As and when requested by County, the Municipality will furnish to the County any and all pertinent information which the Municipality may possess during the time of performance of County's duties under this Agreement.

3.7. Reporting. Municipality shall prepare and submit a report to County on a monthly basis describing the activity, the work performed to date and whether the objective of the program has been achieved.

4. COVENANTS, AGREEMENTS AND RESPONSIBILITIES OF BOTH PARTIES

4.1. In compliance with Urban County Certification, the County and the Municipality agree to take all action necessary to assure compliance with the County’s certification required by the Act and other applicable laws and regulations. Further, the County and the Municipality acknowledge that use of urban county funding is prohibited for activities in or in support of any cooperating unit of general or local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County’s actions to comply with its fair housing certification.

- The County and the Municipality are obligated to take all actions necessary to assure compliance with the urban county’s certification under Section 104(b) of Title I of the Housing and Community Development Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing.

- The County and the Municipality are obligated to comply with section 109 of Title I of the Housing and Community Development Act of 1973 and the Age Discrimination Act of 1975.

- The County and the Municipality are obligated to comply with any other applicable laws and regulations.

4.2. Compliance with Final Programs and Plans. County and Municipality shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of the Act and its regulations and approved by HUD.

4.3. Grant Administration. The County shall be responsible for ensuring that funds are used in accordance with all program requirements as set forth in 24 CFR Part 570 and 24 CFR 92. Participating municipalities are subject to the same requirements as are applicable to sub-recipients, including the requirement to sign a written agreement, which shall contain the provisions as set forth in 24 CFR Part 570.503 and 24 CFR 92.504.

4.4. Compliance with Laws. The parties agree to comply with all applicable laws, ordinances and codes of the federal, state and local governments, including New Jersey's Local Government Ethics Law.

4.5. Cost of Program: Federal/Local Share. The cost of programs operated pursuant to this Agreement shall be met by federal funding pursuant to Title I of the Act. Federal assistance made available hereunder shall not be utilized to substantially reduce the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.
4.6. Disposition of Real Property. The provisions of this section set forth the standards that shall apply to real property acquired or improved in whole or in part using CDBG funds received by Municipality pursuant to this Agreement.

Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, Municipality shall notify County and obtain authorization for said modification or change. Municipality shall reimburse County with non-CDBG funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under CDBG regulations.

This section does not apply to any property owned by Municipality prior to the date of this agreement.

4.7. Records. Municipality and County shall maintain, on a current basis, complete records, including but not limited to, contracts, loan documents, rehabilitation write-ups, final inspection reports, books of original entry, source documents supporting accounting transactions, eligibility and service records any of which may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this agreement in accordance with CDBG regulations. To the extent permitted by law, County and Municipality will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this agreement. Records shall be maintained for the period of this Agreement plus three years.

4.8. Other Agreements. County and Municipality will enter into a further written agreement that contains these minimum requirements. Prior to disbursing any CDBG funds to Municipality, County shall execute said written agreement with Municipality. Said agreement shall remain in effect during any period that Municipality has control over CDBG funds, including program income.

5. CITIZEN ADVISORY COMMITTEE

5.1. There is hereby established a Citizen Advisory Committee. The Division Head of the Burlington County Community Development Program shall act as Administrative Liaison Officer. He/she shall provide technical and administrative support to the Committee and act as liaison between the Committee and the Board.

5.2. Membership. The Committee shall consist of not less than 60 members, as follows:

**Appointments by County Freeholder Director:**

- County Office on Aging (1)
- County Health Department (1)
- Burlington County Planning Board (2)
- Workforce Investment Board (1)
- Local Unit Manager or Administrator (1)
- Labor Union (1)
- Housing Developer (1)
- Bank; Commercial Lender (1)
- Board of Social Services (1)
Environmentalist (1)
Realtor (1)
Citizens-at-Large (5)

Appointments by Chief Executive Officer or governing body

- Municipality (maximum of 40)
- Burlington County Bridge Commission, Dept. of Economic Development & Regional Planning (1)
- Joint Base – McGuire-Dix-Lakehurst (1)
- Burlington County Community Action Program (1)

5.3. Meeting Schedule and Operation. The Committee shall meet promptly after its establishment and thereafter as often as it deems necessary. It shall establish rules of procedure deemed necessary to effectuate this Agreement.

5.4. Committees and Subcommittees. The Committee shall create an Executive Committee and such other sub-committees it deems necessary to perform its work. Only Committee members shall be eligible to serve on such sub-committees.

5.5. Quorum. A simple majority (not less than 51%) of the municipalities that have submitted applications for the year under consideration shall constitute a quorum.

5.6. Advisory Committee’s Duties. The Committee shall

- study the community development needs of the participating municipalities
- plan for the prudent utilization of funds made available to the Board.
- recommend that the Board make application for federal funding, including funds for “urban counties”.
- develop, in the manner prescribed herein, a Community Development Plan for Burlington County, to include a housing assistance program.
- recommend that the Board prepare such other documents and certifications of compliance required for its participation in the Community Development Block Grant Program and the Home Investment Partnerships Program.

5.7. Establishment of Priorities. After consultation with affected municipal and county governments, the Committee shall develop priorities for utilization of funds made available pursuant to the Board’s application authorized herein. The Committee shall recommend the means for accomplishing each project or activity to be funded. Municipalities which disapprove of a proposed activity shall so advise the Board prior to the Board’s submission of its application to HUD.

5.8. Each Municipality signing this Agreement shall be eligible to request to participate in the plan for expenditure of funds received by the Board pursuant to this Agreement, comment on the overall needs of the County to be served with these funds, and otherwise participate in Committee proceedings. No project may be undertaken or service provided in any municipality without the acknowledgment of that Municipality’s governing body.

5.9. The Coordinator of the Community Development Program shall compile an annual report for the Committee. The Committee shall thereupon report its findings to the Board as may be required for submission to the Federal Government.
6. PLAN DEVELOPMENT AND USE OF FUNDS

6.1. Preparation of CDBG Application. The County shall be responsible for preparing and submitting to HUD, pursuant to 24 CFR 91, all necessary applications and materials to obtain CDBG entitlement as an Urban County under the Act. This duty shall include complying with all applicable noticing requirements, the preparation and processing of County Housing, Community and Economic Development Needs Identification, Citizen Participation Plans, the County Consolidated Plan, and other CDBG related programs which satisfy the application requirements of the Act and all applicable regulations. The County agrees to include the Municipality’s plan submitted in accordance with Section 6.3.

6.2. Plan Contents. The plan shall include the following:

- Planning and Administration. Funds designated to pay for the costs incurred in the implementation of the rehabilitation loan program.

- Locally Determined Activities. Programs designed by the municipalities to improve conditions approved by the Community Development Office.

- County Determined Activities. Programs designed by the County to improve existing conditions within the municipalities, as needed, on a year-to-year basis, on approval of the Board.

- Cost Overrun Account. Funds set aside for use when needed, to be made available pursuant to program amendments during the year, in order to allow some flexibility in the above-described programs.

6.3. Municipal Plan. The Municipality shall assist the County by preparing a community development plan for the period of this Agreement which identifies community development and housing needs, and projects and programs for the Municipality and specifies both short- and long-term Municipal objectives, consistent with requirements of the Act.

6.4. Public Hearings. On completion of grant applications the County Community Development Office shall hold at least two public hearings in accordance with HUD regulations and applicable state regulations.

6.5. Income Received by Municipality. Municipality shall report to the County on a semi-annual basis regarding any income generated by the expenditure of CDBG funds received by Municipality pursuant to this Agreement. All such program income shall be retained by Municipality and shall be used only for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.6. Income Received by County. All program income generated by the expenditure of CDBG funds that is retained by County shall be used by County for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.7. Income from Real Property. Any income generated by Municipality or County from the disposition or transfer of real property prior to any close out or change of status shall be treated as program income.
6.8. County shall be responsible for monitoring and reporting to HUD on the use of any such program income. Municipality shall engage in appropriate record keeping and reporting to the County as required by the County for this purpose.

6.9. Disposition of Program Income. In the event of CDBG close-out or the change in status of Municipality under the CDBG program, any program income generated from CDBG funds paid to Municipality pursuant to this Agreement that is unexpended on the date of such close-out or change in status or that is received by Municipality shall be paid by Municipality to County. However, if Municipality resumes direct CDBG entitlement status Municipality may keep program income generated from CDBG funds or the disposition, sale or transfer of real property improved with CDBG funds paid to Municipality under this agreement, provided that it uses that program income for a CDBG eligible purpose and such use is in accordance with CDBG regulations. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income.

6.10. Responsibility for use of Funds. The Municipality shall be responsible for the implementation of all CDBG funds allocated to Municipality under this Agreement. The County shall be responsible for determining the final disposition and distribution of all funds it receives that are not distributed to municipalities including, but not limited to, the selection of the projects for which such funds shall be used. Municipality agrees that the County has the sole authority to redistribute all CDBG funds when eligible projects that have been selected for funding are not implemented in a timely manner as defined by HUD.

6.11. Modifications to Activities. In the event that modifications to a project activity shall become necessary, the Community Development Office may increase or decrease the funding therefor with the concurrence of HUD.

7. GENERAL TERMS AND CONDITIONS.

7.1. Insurance. Each party is responsible for securing and maintaining such insurance as is appropriate to cover its exposure hereunder, in whole or in part.

7.2. Every agreement made pursuant to this Agreement shall include standards of performance in accordance with the Act. Standards of performance shall comply with the requirements established by the CDBG Program and the HOME Program.

7.3. Duration of Contract. This Agreement shall be in effect for the above-referenced Federal Fiscal Years and for any additional period necessary to carry out activities that will be funded from annual CDBG appropriations and HOME Program appropriations for the above-referenced Federal Fiscal Years and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditures of any such funds granted by the Board to the Municipality. Except as otherwise provided in this Agreement, the Board and the Municipality shall not terminate or withdraw from this Agreement.

7.4. Municipal Indemnification of County. Municipality shall indemnify, defend and hold harmless the County and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by County as a result of the determination by HUD or its successor that activities undertaken by Municipality under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Municipality under this Agreement were improperly expended.
7.5. County Indemnification of Municipality. County shall indemnify, defend and hold harmless Municipality and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by Municipality as a result of the determination by HUD or its successor that activities undertaken by County under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to County under this Agreement were improperly expended.

7.6. Maintenance of Records. All records kept in connection with programs funded pursuant to this Agreement shall conform to Federal requirements under Title I of the Act and applicable State laws and regulations. Records shall be available for review by the authorized representatives of any participating municipality and the County at a mutually agreed time.

7.7. Cooperation. Municipality agrees to cooperate with all other municipalities that sign comparable agreements with the Board and be bound as if all had signed the same agreement.

7.8. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Agreement.

7.9. This Agreement shall replace and supersede all previous agreements between the parties.

7.10. Assignability. The Municipality may not assign or transfer any interest in this Agreement without the prior written approval of the County. Any purported assignment of any rights and obligations under this Agreement without the prior written consent of the County shall be a breach of this Agreement.

7.11. Construction and Enforceability. The existence, validity, construction and operation of this Agreement, and all its representations, terms and conditions, shall conform to the laws of the State of New Jersey. Throughout this Agreement, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

7.12. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. No changes to this Agreement are valid unless they are made by written amendment duly executed by the parties.

7.13. This Agreement shall be effective for all purposes when this agreement and like agreements have been executed by County and Municipality, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

IN WITNESS WHEREOF, the parties hereto agree to be bound by this document and have caused this Agreement to be signed and sealed on the date as indicated.
MUNICIPALITY
Tabernacle Township (by its chief administrative officer):

By: ___________________________ Date ___________________________
    Signature

Attest: ___________________________ Date ___________________________
       Signature

typed/printed name of Signer     Signer's Title

Attester’s typed/printed name     Attester’s Title

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON

By: ___________________________ Date ___________________________
    Eve A. Cullinan, Clerk/Administrator
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-56
APPROVING CHANGE ORDER NO. 1 TO A CONTRACT BETWEEN THE TOWNSHIP OF
TABERNACLE AND SUSSMAN ENTERPRISES FOR THE 2018 PARK PROJECT

WHEREAS, on August 27, 2018, the Township Committee awarded the contract for the 2018 Park
Project in the amount of $255,500.00 to Sussman Enterprises, Inc.; and

WHEREAS, Change Orders are regulated by Local Finance Board regulation N.J.A.C. 5:34-4;
and

WHEREAS, approval by the Mayor and Committee is required for all Change Orders; and

WHEREAS, The Township Administrator and Dante Guzzi Engineering Associates, LLC have
recommended that the Mayor and Committee approve Change Order No. 1 as described below;

Change Order #1
Description of change in scope of work: Change Order No. 1 consists of the return of the
unused portion of the construction allowance and a credit for changes to the fence replacement
requirements.
• Amount of Original Contract: $255,500.00
• Total Change Order No. 1 Amount: $-4,275.00
• Revised Contract Total: $251,025.00

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

1. Change Order No. 1 to the contract between the Township of Tabernacle and
Sussman Enterprises, Inc. is hereby authorized by the Township; and

2. The Mayor is hereby authorized and directed to execute Change Order No. 1.

DATE: April 29, 2019

La Shawn R. Barber, RMC
Municipal Clerk

Joseph W. Barton, Mayor

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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 29th day of April 2019.

La Shawn R. Barber, RMC
MUNICIPAL CLERK
CHANGE ORDER NO. 1

CHANGE ORDER NO.1

DATE: April 10, 2019

OWNER: Tabernacle Township
       163 Carranza Road
       Tabernacle, New Jersey 08088

CONTRACTOR: Sussman Enterprises
             P.O. Box 771
             Brigantine, N. J. 08203

PROJECT: 2018 Park Project

Contract NO: TAB2018-1

DGEA FILE NO: M-40-040

Change Order No.1 consists of the return of the unused portion of the construction allowance and a credit for changes to the fence replacement requirements.

Line Item X1 - Return of the unused portion of the construction allowance
DELETE 1 Lump Sum @ $200.00 ($200.00)

Line Item X2 - Credit for changes to the fence replacement requirements.
DELETE 1 Lump Sum @ $4,275.00 ($4,275.00)

Total Amount Change Order No. 1 ($4,275.00)

Amount of Original Contract $255,500.00

Total Amount of Change Order No. 1 ($4,275.00)

Revised Contract Total $251,025.00

Owner: Tabernacle Township

By: ___________________________ Date: ______________

Contractor: Sussman Enterprises

By: ___________________________ Date: 2/15/2019
TOWNSHIP OF TABERNACLE  
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-57  
APPROVING CHANGE ORDER NO. 1 TO A CONTRACT BETWEEN THE TOWNSHIP OF TABERNACLE AND MUNICIPAL SALT SHED ENTRANCEWAY REPLACEMENT PROJECT

WHEREAS, on November 26, 2018, the Township Committee awarded the contract for the Municipal Salt Shed Entranceway Replacement Project in the amount of $39,425.00 to MiBo Construction Company, Inc.; and

WHEREAS, Change Orders are regulated by Local Finance Board regulation N.J.A.C. 5:34-4; and

WHEREAS, approval by the Mayor and Committee is required for all Change Orders; and

WHEREAS, The Township Administrator and Dante Guzzi Engineering Associates, LLC have recommended that the Mayor and Committee approve Change Order No.1 as described below;

Change Order #1
Description of change in scope of work: Change Order No. 1 consists of replacing and/or repairing rotted framing and sheathing discovered during demolition of the entranceway.

- Amount of Original Contract: $39,425.00
- Total Change Order No. 1 Amount: $5,501.00
- Revised Contract Total: $44,926.00

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

1. Change Order No. 1 to the contract between the Township of Tabernacle and MiBo Construction Company, Inc. is hereby authorized by the Township; and
2. The Mayor is hereby authorized and directed to execute Change Order No. 1.

DATE: April 29, 2019

La Shawn R. Barber, RMC  
Municipal Clerk

Joseph W. Barton, Mayor

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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 29th day of April 2019.

LA SHAWN R. BARBER, RMC  
MUNICIPAL CLERK
CHANGE ORDER NO. 1

CHANGE ORDER NO.1  DATE:  March 15, 2019

OWNER:  Tabernacle Township  CONTRACTOR:  MiBo Construction Company, Inc.
163 Carranza Road  331 White Horse Pike
Tabernacle, New Jersey 08088  Atco, N. J. 08004

PROJECT:  Municipal Salt Shed  Contract NO:  TAB2018-5
Entranceway Replacement

Page 1 of 1  DGEA FILE NO:  M-40-035

Change Order No.1 consists of replacing and/or repairing rotted framing and sheathing discovered during demolition of the entranceway.

ADDITION WORK

Line Item X1 - Repair/Replace Rotted Framing and Sheathing
ADD  1 Lump Sum @ $5,501.00  $5,501.00

Total Amount Change Order No. 1  $5,501.00

Amount of Original Contract  $39,425.00

Total Amount of Change Order No. 1  $5,501.00

Revised Contract Total  $44,926.00

Owner:  Tabernacle Township

By:  ____________________________  Date:  __________

Contractor:  MiBo Construction Company, Inc.

By:  ____________________________  Date:  3-26-19
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-58
AUTHORIZE CANCELLATION OF CERTAIN PROPERTY TAXES AND REFUND
PURSUANT TO A
ONE HUNDRED PERCENT TOTALLY DISABLED VETERAN EXEMPTION

WHEREAS, Ryan Trebisovsky, owner and resident of 5 Laventhal Court (Block 810, Lot 13) has applied for exemption from property taxes as a 100% Totally Disabled Veteran pursuant to NJSA 54:4-3.30; and

WHEREAS, said application has been received by the Township Assessor; and

WHEREAS, the Assessor has reviewed the application and requisite proofs, and finding them to be in order, recommends approval of the exemption; and

WHEREAS, the exemption commenced March 14, 2019, in accord with certification of 100% disability granted by the Department of Veterans Affairs; and

NOW THEREFORE BE IT RESOLVED by Tabernacle Township Committee that the Tax Collector is hereby authorized to CANCEL THE 2019 PROPERTY TAXES PURSUANT TO TOTALLY DISABLED VETERAN STATUS TO RYAN TREBISOVSKY, OWNER AND RESIDENT OF 5 LAVENTHAM COURT, TABERNACLE, NJ 08088.

BE IT FURTHER RESOLVED, that the Tax Collector is hereby authorized to refund $413.77 to Wells Fargo, mortgage company for Ryan Trebisovsky, owner and resident of 5 Laventhal Court, Tabernacle (Block 810, Lot 13). (Calculation: 2019 First Half $4,381.10/180 days * 17 days exempt = Refund total amount of $413.77.)

BE IT FURTHER RESOLVED, A certified copy of this resolution shall be forwarded to the Tax Collector and Assessor.

DATE: April 29, 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 29th day of April 2019.

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

RESOLUTION 2019-59
AUTHORIZE PERSONNEL APPOINTMENT
KYLE GODFREY – DEPUTY COURT ADMINISTRATOR – MUNICIPAL COURT

WHEREAS, the Superior Court of New Jersey, Burlington Vicinage for the Municipal Division has required the Township of Tabernacle to fill a part-time Deputy Court Administrator position; and

WHEREAS, Resolution 2018-39 authorized the Township Administrator to advertise and offer employment to a Deputy Municipal Court Administrator; and

WHEREAS, the Township of Tabernacle has complied with the Recruitment Process through joint participation of the municipality and the judiciary; and

WHEREAS, Kyle Godfrey has applied for, is qualified to fill said position, and has been selected for appointment by the Municipal Judge, Township Administrator, Municipal Court Administrator and the Burlington County Municipal Division Manager; and

WHEREAS, Kyle Godfrey has been approved by the Burlington County Vicinage Assignment Judge as the candidate of choice for the Township of Tabernacle Deputy Court Administrator position.

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Tabernacle, that Kyle Godfrey be appointed part-time Deputy Court Administrator on April 29, 2019 for at least ten hours per week at an hourly rate of $19.00 per hour.

DATE: APRIL 29, 2019

JOSEPH W. BARTON, MAYOR

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

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LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK
DATE: APRIL 29, 2019

EXECUTIVE SESSION RESOLUTION
CS 04 292019

WHEREAS, the Open Public Meetings Act, P. L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss:

1. Contract Negotiations with respect to RFQ of Appraiser Service for Irick’s Causeway

WHEREAS, minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

NOW THEREFORE BE IT RESOLVED that the public be excluded from this meeting.

BE IT FURTHER RESOLVED, after executive session we will reopen the meeting in which action may or may not be taken.

Date: April 29, 2019

La Shawn R. Barber, RMC
Municipal Clerk
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION # 2019
AWARDING THE CONTRACT FOR APPRAISAL SERVICES FOR THE AREA
KNOWN AS IRICK'S CAUSEWAY ROAD

WHEREAS, N.J.S.A 20:3-1 et seq authorizes the governing body of any municipality, by Resolution, to conduct a preliminary investigation to determine if the aforementioned area should be acquired through the Eminent Domain process; and

WHEREAS, the Township committee has determined that a preliminary investigation should be made, including the appointment of an independent appraiser to determine the fair market value of the proposed area known as Irick's Causeway Road, Block 704 in the Township of Tabernacle, County of Burlington and State of New Jersey; and

WHEREAS, the Township sought Requests for Qualifications for the appointment of an independent real estate appraiser; and

WHEREAS, there has been public advertisement for an RFQ and the Township Clerk received and opened proposals on Thursday, March 21, 2019 for the purpose of awarding a contract for the aforementioned appraiser services; and

WHEREAS, the Township Committee and Township Solicitor have reviewed the submissions

NOW THEREFORE, BE IT RESOLVED by the Tabernacle Township Committee in regular session this 25th day of March, 2019, as follows:

1. The firm of _______________ is hereby awarded a contract for services for the appraisal of the area known as Irick's Causeway Road, Block 704 in the Township of Tabernacle, County of Burlington and State of New Jersey.

2. The Mayor and Township Clerk are hereby authorized to sign an agreement with the aforementioned firm for the appraisal of the aforementioned area.

3. The preliminary investigation, including a fair market value appraisal, once completed will be forwarded to the Township Committee and Township Solicitor for review.

DATE:

LA SHAWN R. BARBER, RMC
TOWNSHIP CLERK

JOSEPH W. BARTON, MAYOR