Township of Tabernacle

Town Hall
163 Carranza Road
Tabernacle, NJ 08088

TOWNSHIP COMMITTEE MEETING
AGENDA

FEBRUARY 25, 2019 - 7:00 PM

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

TOWN HALL ADMINISTRATIVE TEAM

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<tr>
<td>Township Administrator</td>
<td>Chief Finance Officer</td>
<td>Tax Collector</td>
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<td>Dante Guzzi</td>
<td>Thomas Boyd</td>
<td>Robert Sunbury</td>
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<td>Township Engineer</td>
<td>Construction Official</td>
<td>Emergency Management Coordinator</td>
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<td>Peter C. Lange, Jr.</td>
<td></td>
<td>La Shawn R. Barber, RMC, CMR</td>
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<td>Township Solicitor</td>
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<td>Municipal Clerk</td>
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www.townshipoftabernacle-nj.gov
TABERNACLE TOWNSHIP COMMITTEE
TOWN HALL AGENDA OF FEBRUARY 25, 2019

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)

IV. APPROVAL OF BILLS

V. ORDINANCES ON FIRST READING
   2019-1: Amending Chapter VII Traffic Section 12 of the Revised General Ordinances of the Township of Tabernacle Public Hearing: 3/25/2019 * 7:00p.m.

VI. RESOLUTIONS
   2019-42: Approve Change Order No. 1 for 2018 Drainage Improvements: Coastline Construction
   2019-43: Authorize cancellation of property taxes for parcels owned by NJDEP
   2019-44: Authorize submission of a strategic plan for Tabernacle Municipal Alliance Grant for fiscal year 2020
   2019-45: Authorize acceptance of award money form the FY18 EMMA Grant.
   2019-46: Authorize refund pursuant to a one hundred percent totally disabled veteran exemption

VII. MOTION
   a) Authorization to conduct Aerial Larval/Adult Mosquito Control Activities
   b) Parade Permit: South Jersey Enduro Riders, Inc. – Curly Fern Enduro: March 24, 2019
   c) Parade Permit: Pine Barons Enduro Riders – PBER Clock Run: April 14, 2019

VIII. NEW BUSINESS
   a) New business items to be added to the workshop agenda

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

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

XI. CLOSED SESSION (Resolution No. CS 02 252019)

XII. ADJOURNMENT
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.

La Shawn R. Barber, RMC

Joseph W. Barton, Mayor

PUBLIC NOTICE

Public Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at the Regular Meeting by the Township Committee of the Township of Tabernacle held on Monday, February 25, 2019.
RESOLUTION 2019-42
APPROVINGCHANGE ORDER NO. 1 TO A CONTRACT BETWEEN THE TOWNSHIP OF TABERNACLE AND COASTLINE CONSTRUCTION, LLC FOR THE 2018 DRAINAGE IMPROVEMENTS

WHEREAS, on October 22, 2018, the Township Committee awarded the contract for the 2018 Drainage Improvements Project in the amount of $252,696.00 to Coastline Construction, LLC; 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:**

- Amount of Original Contract: $252,696.00
- Total Change Order No. 1 Amount: $19,620.00
- Revised Contract Total: $272,316.00

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 Coastline Construction, LLC is hereby authorized by the Township; and
2. The Mayor is hereby authorized and directed to execute Change Order No. 1.

DATE: February 25, 2019

La Shawn R. Barber, RMC  
Municipal Clerk

Joseph W. Barton, Mayor

| VOTE ON ADOPTION |
|------------------|------------------|-----------------|------|-----|---------|
| Moved | Seconded | Ayes | Nays | Absent | Abstain |
| Joseph W. Barton | | | | | |
| Kimberly A. Brown | | | | | |
| Samuel R. Moore, III | | | | | |
| Stephen V. Lee, IV | | | | | |
| Joseph Yates, IV | | | | | |

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 25th day of February 2019.

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

CHANGE ORDER NO.1                    DATE:       January 31, 2019

OWNER:     Tabernacle Township      CONTRACTOR:  Coastline Construction
          163 Carranza Road            154 Old Marlton Pike
          Tabernacle, New Jersey 08088   Medford, N. J. 08055

PROJECT:   2018 Drainage Improvements  Contract NO:  TAB2018-4

Page 1 of 2                     DGEA FILE NO:  M-40-043

Change Order No.1 consists of quantity adjustments required by actual conditions encountered in the
field and the addition of pipe on Zimmerman Road, the addition of “B” inlet castings and the
removal of a concrete driveway apron.

QUANTITY ADJUSTMENTS

Line Item #9 - Supply & Install 12" HDPE Perforated Pipe
    ADD  400 Linear Feet @ $50.00/LF                    $20,000.00

Line Item #11 - Concrete Curbing
    DELETE 120 Linear Feet @ $30.00/LF                   ($3,600.00)

Line Item #13 - 3" Hot Mixed Asphalt NJDOT Mix 19 M 64 Base
    DELETE 83.52 Tons @ $75.001/TN                      ($6,264.00 )

Line Item #14 - 2" Hot Mixed Asphalt NJDOT Mix 9.5 M 64 Surface
    ADD  89.12 Tons @ $75.00/TN                       $6,684.00

ADDITION WORK

Line Item X1 - Supply and Install “B” Inlet Casting
    ADD  2 Each @ $1,000.00                           $2,000.00

Line Item X2 - Remove Concrete Apron
    ADD  1 Lump Sum @ $800.00                         $800.00

Total Amount Change Order No. 1                  $19,620.00
CHANGE ORDER NO. 1

CHANGE ORDER NO.1: January 31, 2019

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

CONTRACTOR: Coastline Construction
154 Old Marlton Pike
Medford, N. J. 08055

PROJECT: 2018 Drainage Improvements
Contract NO: TAB2018-4

Page 2 of 2
DGEA FILE NO: M-40-043

Amount of Original Contract $252,696.00
Total Amount of Change Order No. 1 $19,620.00
Revised Contract Total $272,316.00

Owner: Tabernacle Township

By: __________________________ Date: ____________

Contractor: Coastline Construction

By: __________________________ Date: 2/4/19
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-43
AUTHORIZE CANCELLATION of PROPERTY TAXES for PARCELS
OWNED by NJ DEPARTMENT of ENVIRONMENTAL PROTECTION

WHEREAS, Block 1302, Lot 65 QFARM, Block 1302, Lot 69 QFARM and Block 1601,
Lot 7 QFARM have been acquired by the State of New Jersey on June 14, 2018; and

WHEREAS, such land is exempt from property tax; and

WHEREAS, the Tax Collector has been notified in writing the exemption is effective
beginning January 1, 2019.

NOW THEREFORE BE IT RESOLVED the Township Committee of Tabernacle, County
of Burlington, State of New Jersey, hereby authorizes the Tax Collector to CANCEL 2019
PROPERTY TAXES on the following three parcels of land:

Block 1302, Lot 65 QFARM
Block 1302, Lot 69 QFARM
Block 1601, Lot 7 QFARM

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

DATE: February 25, 2019

JOSEPH W. BARTON, MAYOR

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

VOTE ON ADOPTION

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<th>Joseph W. Barton</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 25th day of February 2019.

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK
VIA CERTIFIED MAIL, RRR
Jay Renwick, Tax Assessor
Township of Tabernacle
163 Carranza Road
Tabernacle, New Jersey 08088

Re: Cutts Brothers, L.L.C. to State of New Jersey, Dept. of Environmental Protection
Block 1302, Lots 65 (QFarm) and 69 (QFarm)
Block 1601, Lot 7 (QFarm), p/o Lot 1 (QFarm), and p/o Lot 4.02 (QFarm)
Tabernacle Township, Burlington County
DEP Offer #: 8869

Dear Mr. Renwick:

Please be advised that the above-referenced property was acquired by the State of New Jersey on June 14, 2018, and its interest will become tax exempt on January 1, 2019. Any future correspondence or notices regarding the above property should be sent to:

State of New Jersey, Department of Environmental Protection
Green Acres Program
Mail Code 501-01
P.O. Box 420
Trenton, New Jersey 08625-0420
Attention: Lorraine Canonico

Please do not hesitate to contact me with any questions. Thank you for your assistance.

Sincerely yours,

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: Robert S. Guzek, Jr.
Deputy Attorney General

C: Cindy Napoleon – NJDEP Green Acres Program (via e-mail)
    Lorraine Canonico – NJDEP Green Acres Program (via e-mail)
    Kimberly L. Smith, Certified Tax Collector – Township of Tabernacle (via regular mail)
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-44
GOVERNOR’S COUNCIL ON ALCOHOLISM AND DRUG ABUSE
FISCAL GRANT CYCLE JULY 2014-JUNE 2019

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Township Committee of the Township of Tabernacle, County of Burlington, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Township Committee further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Township Committee has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Burlington.

NOW, THEREFORE, BE IT RESOLVED by the Township of Tabernacle, County of Burlington, State of New Jersey hereby recognizes the following:

1. The Tabernacle Township Committee does hereby authorize submission of a strategic plan for the Tabernacle Municipal Alliance grant for fiscal year 2020 in the amount of:
   - DEDR $12,212.00
   - Cash Match $ 3,053.00
   - In-Kind $ 9,159.00

2. The Township Committee acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: ________________________
Joseph W. Barton, Mayor

CERTIFICATION
I, La Shawn R. Barber, Municipal Clerk of the Township of Tabernacle County of Burlington, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township of Tabernacle on this 25th day of February, 2019.

______________________________
La Shawn R. Barber, RMC
**FORM 1A**

**STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES**

Grant Year: July 2020

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<thead>
<tr>
<th>APPLICANT MUNICIPALITY/IES:</th>
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<tr>
<th>ALLIANCE NAME:</th>
<th>ALLIANCE WEBSITE:</th>
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<td>TABERNACLE MUNICIPAL ALLIANCE</td>
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<tbody>
<tr>
<td>163 CARRANZA ROAD</td>
<td>TABERNACLE</td>
<td>NJ</td>
<td>08088</td>
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<tr>
<th>TELEPHONE:</th>
<th>FAX:</th>
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<tr>
<td>(609) 268-1220</td>
<td>(609) 268-7430</td>
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<tr>
<th>ALLIANCE CHAIRPERSON:</th>
<th>ALLIANCE COORDINATOR:</th>
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<tr>
<td>Al Grubert</td>
<td>Mary Ellen McCloy</td>
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<th>STREET ADDRESS:</th>
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<td>1 Sherring Way</td>
<td>Tabernacle</td>
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**DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY):**

A) Alliance DEDR Allocation $12,212

B) Cash Match (must be 25% of DEDR Allocation) $3,053

C) In-Kind Match (must be 75% of the DEDR Allocation) $9,159

**TOTAL ALLIANCE BUDGET (add A+ B+C)**

$24,424

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*MUNICIPALITY*  
**NAME/MAYOR**  
**SIGNATURE**

*MUNICIPALITY*  
**NAME/TITLE OF GOVERNING BODY REPRESENTATIVE**  
**SIGNATURE**

*MUNICIPALITY*  
**NAME/TITLE OF GOVERNING BODY REPRESENTATIVE**  
**SIGNATURE**

Al Grubert

**ALLIANCE CHAIRPERSON**  
**SIGNATURE**  
**DATE** 2-11-19

* If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-45

APPROVING ACCEPTANCE OF FEDERAL FUNDS AND PARTICIPATION IN
THE FEDERAL GRANT PROGRAM ADMINISTERED BY THE STATE OF NJ,
DEPARTMENT OF LAW & PUBLIC SAFETY

WHEREAS, the Office of Emergency Management, Township of Tabernacle, New Jersey
has applied for the FY 18 Emergency Management Performance Grant (EMPG) Program,
Emergency Management Agency Assistance (EMMA) – FY18-EMPG-EMAA-0335 for
the subaward period 7/1/18 – 6/30/19; and

WHEREAS, the total amount of the project is $21,647.12, the Federal Award is $4,768.40
with a $16,878.72 match in kind or cash from the Township of Tabernacle (Tabernacle
match includes fringe benefits of 7.65%); and

WHEREAS, the funds will be used for salary, wages and fringe benefits as required under
the contract; and

WHEREAS, the Office of Emergency Management is an agency of the Township and is
"authorized to accept" and "does accept" this Subaward.

NOW, THEREFORE BE IT RESOLVED, that the Township of Tabernacle, County of
Burlington State of New Jersey hereby accepts the grant funds for the purposes described in
the application, primarily, the EMC is directed to develop and maintain the Township’s
Emergency Operations Plan including conducting such meetings as required to coordinate
the various emergency responders of the Township. Expected duties include chairing the
LEPC and attending Township Committee meetings.

BE IT FURTHER RESOLVED, all other duties and responsibilities of the EMC and the
deputies are on a volunteer “in-kind” bases and absolutely essential to the emergency
management program of the Township of the community’s emergency preparedness and
response. These responsibilities include the activation and operation of the Township
Emergency Operations Center, training and exercising in and with the community and the
planning for and execution of major planned public events such as the Tabernacle Memorial
Day Parade. The Township Emergency Management Coordinator is responsible for the
organizing, training and equipping as well as deploying the 100+ Pinelands Community
Emergency Response Team (CERT) within the Township, region and county/state.

Date: February 25, 2019

______________________________
JOSEPH W. BARTON, MAYOR

______________________________
LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK
VOTE ON ADOPTION

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I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Tabernacle at a meeting held on the 25\textsuperscript{th} day of February, 2019

La Shawn R. Barber, RMC
Municipal Clerk
In accordance with the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.) as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. An in-kind match will be provided to compensate OEM Staff to complete the tasks listed on the FY18 work plan.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-03-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

________________________________________
Signature of Authorizing Official

____________________________
Typed Name of Official and Title

____________________________
Date

Subaward Number: FFY18-EMPG-EMAA-0335

Subaward Period: 7/1/18 - 6/30/19

Subrecipient Fiscal Year Start Date: 01/01

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

________________________________________
Attorney General or Designee

____________________________
Date

Division Contact

Name: SFC Deborah Couts

Title: EMAA Grants Manager

Email: lpp6309@gw.njsp.org

Phone Number: 609-963-6996
STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

FY18
EMERGENCY MANAGEMENT PERFORMANCE GRANT
EMAA AWARD CONDITIONS

STATE CONDITIONS

Compliance with State Laws
1. The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (Department), and the New Jersey Division of State Police (DSP), Office of Emergency Management (OEM) concerning all federal, state, and municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward and recoupment of monies provided pursuant the subaward.

2. The Subrecipient assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.

3. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Officials Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:39-8, subject to a fine of up to $500,000.

Legal Authority for Application; Resolution
4. The Subrecipient assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

Availability of Grant Funds
5. The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of the funds appropriated by the State Legislature from State or Federal revenue or such other funding sources as may be applicable and, in addition, if the Subrecipient's program is deemed a priority by the New Jersey Attorney General. A failure of the Department to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the Department or an event of default under the agreement and the Department shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the grant agreement.

Performance Period
6. The Subrecipient agrees that all subaward activities will only be performed within the authorized subaward period, unless an extension is granted.

Non-State Employee Status
7. The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

Indemnification by Non-profit Agencies or Local Units of Government
8. The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other person, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or misrepresentation by any of its employees, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

Indemnification by State Agencies
9. The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the Department of Law and Public Safety for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

High Risk Subrecipients
10. In addition to the federal requirements regarding High risk status, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered "High Risk":

A. If the Department determines that a Subrecipient:
1. Has a history of unsatisfactory performance;
2. Is not financially stable;
3. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB;
4. Has not conformed to terms and conditions of previous grants; or
5. Is otherwise not responsible, and the Department determines that an award will be made; specific conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B. If a Subrecipient is considered “High Risk,” then the Department may impose additional Special Conditions or restrictions on the Subrecipient at any time including:
1. Payment on a reimbursement basis;
2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
3. Requiring additional, more detailed financial reports;
4. Additional project monitoring;
5. Requiring the Subrecipient to obtain technical or management assistance; or
6. Establishing additional prior approvals.

C. If the Department decides to impose such special conditions, it will notify the Subrecipient as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions;
2. The reason(s) for imposing the special conditions;
3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and
4. The method of requesting reconsideration of the conditions/restrictions imposed.

Amendments and Extensions

11. No amendments or project extensions to the approved budget, objectives, or program scope as outlined in the funding Application may be made without written approval by the Department. The amendment request must be made in writing by the program director or authorized representative and must be accompanied by the revision of applicable application documents and written justification.

12. The Subrecipient shall request approval when there is reason to believe a revision or modification will be necessary for the following reasons:
A. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
B. To provide financial assistance to a third party by sub-granting, if authorized, or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
C. The need for additional funding or to extend the period of availability of funds.
D. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.

13. The Department may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Subrecipient must be incorporated in written amendments to this grant.

14. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days‘ notice to the Subrecipient, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Subrecipient, the reduced amount will be remitted to the Department.

Timekeeping & Overtime

15. Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee name, title, rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subaward activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.

16. The Subrecipient agrees that overtime expenses must be directly related to approved subaward activities. Monthly overtime charges to the subaward must be reported on the Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

Subcontracts and Assignments

17. The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of the Department. The Subrecipient may not transfer any rights or obligations under this subaward pursuant to any acquisition, affiliation, consolidation, merger or other synergy with another entity.

18. It is the responsibility of the Subrecipient to ensure that all subaward conditions are included in any contract made under this subaward.

19. The Subrecipient shall include in its official grant file copies of any contract with subcontractors or vendors regarding this grant program and copies of its monthly timekeeping reports. The Department reserves the right to give final written approval of subcontract or vendor budgets reimbursed with subaward funds.

Financial Management

The Subrecipient agrees to give the Department, OEM, DHS, or FEMA through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient's operations. The Department reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits.
20. The Department reserves the right to conduct audits regarding the Subrecipient. As a requirement for further involvement in the programs, the Subrecipient shall cooperate with any such audit and make available permanent records.

21. The Subrecipient agrees to monitor all subawards, if applicable, for performance and fiscal integrity, including any required cash match. In addition, the Subrecipient will monitor all Subrecipients to ensure that required audits are performed.

22. The Subrecipient agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursements shall be made for expenditures by the Subrecipient in accordance with the provisions of the subaward throughout the project period subject to such conditions as the Department may prescribe.

23. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subrecipient shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subrecipient shall maintain accurate and complete disclosure of financial results of each subaward in the DCS, and procedures to determine allowable costs, and provide source documentation for financial records.

24. Payments will be made to the Subrecipient in the manner determined by the Department and after receipt by the Department of a properly executed copy of this grant.

25. Program income
   A. Program income is defined as gross income earned by the Subrecipient from grant-supported activities.
   C. Unless the grant provides otherwise, the Subrecipient shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.
   D. All other program income earned during the grant period shall be retained by the Subrecipient and used in accordance with the allowable costs of the subaward.

Purposes
26. The Subrecipient agrees that it will comply with all the requirements of the State of New Jersey for State and local financial accounting.

27. The Subrecipient agrees to comply with the current State Circular on Entertainments, Meals, and Refreshments, 11-09-01MB, when using subaward funds to purchase food, beverages and refreshments for project activities.

28. The Subrecipient agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-

20.13), when applicable. The Subrecipient agrees to maintain an inventory list on all equipment and consumable supplies purchased with grant funds in the official grant file.

29. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subrecipient agrees to comply with N.J.S.A. 39:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

Training and Travel
30. The Subrecipient agrees to submit a written request to the Department and receive written approval before expending any grant funds allocated for training or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subrecipient’s use of any grant funds for allowable travel is controlled by the current State Travel regulations, State Circular Circular 16-11-OE. Exceptions to this policy may be considered on a case-by-case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior approval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

Work Product Publication
31. The Subrecipient agrees that the Department reserves the right to require the Subrecipient not to publish any work, which right shall not be exercised unreasonably. The Subrecipient assures that any publication by the Subrecipient shall include, on the title page, a standard disclaimer of responsibility by the Department for any opinions or conclusions contained therein.

Public Works Contractor Registration
32. The Subrecipient’s subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

Bonding and Insurance
33. Bonding and insurance, as applicable, shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

Problems Affecting Subrecipient Performance
34. The Subrecipient shall inform the Department of the following types of conditions which affect program objectives and performance as soon as they become known:
   A. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by the Department required to resolve the situation.
   B. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

35. The Department may, at its discretion, make site visits to:
   A. Review program accomplishments and management control systems.
   B. Provide such technical assistance as may be required.
C. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

D. Ensure compliance with all pertinent civil rights laws and regulations.

Enforcement
36. The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as the Department may require. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.

37. The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.

38. If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subrecipient agrees that the Department may take one or more of the following actions, as appropriate in the circumstances:
   A. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
   B. Disallow all or part of the cost of the activity or action not in compliance.
   C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
   D. Withhold further awards for the program.
   E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
   F. Take other remedies that may be legally available.

39. In taking an enforcement action, the Department may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

40. The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.

41. When the Subrecipient fails to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that the Department may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with the below paragraph. The Department shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet Federal and state requirements.

The Subrecipient agrees that the Department may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. The Department shall notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

42. The Department and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel all outstanding obligations as possible.

43. The Department may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to the Department. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subaward funds. However, the Department shall allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

44. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, the Department will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from the Department.

45. The Subrecipient shall return any subaward funds that are not supported by an audit or other Federal or State review of documentation maintained by the Subrecipient.

Record Retention
46. Unless otherwise directed by the Department, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress or audit finding involving grant records started before the end of the seven-year period.

Closeout Procedures
47. The Subrecipient shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the subaward agreement upon completion of the grant period or termination of the grant.

48. The Department may extend the time limits when requested in writing by the Subrecipient.

49. The Subrecipient shall, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advances, except such sums that have been otherwise authorized in writing by the Department to be retained.

50. The Department reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.
FEDERAL CONDITIONS

Compliance with Federal Laws

51. The Subrecipient will comply with all applicable laws and procedures as required by the Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), the Emergency Management Performance Grant (EMPG) Program, any Grant Program Solicitation Reference Guides, and any requirements outlined in the notification, award, and other instructions sent to the Subrecipient. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars, and letters (State Circular) will be grounds for termination of this subaward and recoupment of monies provided pursuant to this subaward.


54. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY-2018 Emergency Management Performance Grant guidelines and application kit.

Single Audit Act

55. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subrecipient agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, et seq.), the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08-OMB. The Subrecipient further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 C.F.R. Part 200, Subpart F audits (and any other audits of grant funds) are not satisfactorily and promptly addressed.

Debarment and Suspension

56. All Subrecipients must comply with Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

57. The Subrecipient must comply with State Executive Order No. 34 (Byrne, March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-QSA.

58. The Subrecipient must inform the Department when the Subrecipient suspends or debars a contractor.

Employee and Consultant Compensation

59. The Subrecipient agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov).

Employment Eligibility Form

60. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

FPATA, DUNS, and SAM Requirements

61. The Subrecipient agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FPATA) and its associated regulations, obtain a Data Universal Numbering System (DUNS) number, and must register with the System of Award Management (https://www.sam.gov) in order to receive funds provided through this Subaward.

Procurement and Sole Source Justification

62. The Subrecipient agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be conducted pursuant to 2 C.F.R. 200.317-326, all other applicable federal and state requirements, and in manner providing full and open competition.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurements. The Subrecipient is the responsible party, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of contracts entered into in support of a grant.

63. All noncompetitive (e.g., sole source) procurements by grant and cooperative agreement recipients in excess of $150,000.00, which is currently the Simplified Acquisition Threshold stated in the Federal Acquisition Regulations, must receive prior approval from the Department. (The simplified acquisition threshold is set by Federal Acquisition Regulation at 48 C.F.R. Subpart 7.1 (Definitions) and in accordance with 41 U.S.C. 309, and is periodically adjusted for inflation).

In accordance with 2 C.F.R. §200.320(f), a noncompetitive procurement process may be used when a Subrecipient can document:

A. The item or service is available only from a single source;

B. A true public exigency or emergency exists; or

C. After a competitive solicitation, competition is considered inadequate.

Note: If an entity is ineligible to be a direct recipient of a specific Federal award, it may not be awarded a sole source contract under that program.
Procurement of Recovered Materials

64. All Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procurement of items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Drug-Free Workplace Regulations


Duplication of Benefits

66. Any cost allocable to a particular Federal award provided under 2 C.F.R. Part 200, Subpart E, Cost Principles, may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Equipment and Supplies

67. The Subrecipient must ensure that all equipment and supplies purchased under the subaward will be tagged and properly inventoried to reflect use of Federal funds. The Subrecipient agrees to use, maintain, and dispose of equipment and supplies purchased or leased with subaward funds pursuant to federal requirements found at 2 C.F.R. §§ 200.313 and 2 C.F.R. § 200.314, respectively.

False Claims Act and Program Fraud Civil Remedies

68. All Subrecipients must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801–3812 which details the administrative remedies for false claims and statements made. Subrecipient must also comply with the requirements of the New Jersey False Claims Act, N.J.S.A. 2A: 38C-5.

Conflict of Interest

69. The Subrecipient must disclose in writing any potential conflict of interest to the Department in accordance with applicable DHS policy pursuant to 2 C.F.R. § 200.112. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Relocation Assistance

70. The Subrecipient agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Labor and Wage Requirements


Environmental and Historic Preservation

72. The Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. § 4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. § 1451 et seq., and the Coastal Barrier Resources Act, 16 U.S.C. § 3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. § 7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. § 300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. § 1531, as amended.

73. The Subrecipient agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (k) of the Flood Disaster Protection Act of 1973, Pub. L. 93-334, 87 Stat. 715, approved December 31, 1976, §102 (k), 42 U.S.C. § 4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

74. The Subrecipient agrees to assist DHS, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470, Executive Order No. 11993, the Archaeological and Historical Preservation Act of 1976, 16 U.S.C. § 460a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321, by a consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DHS and FEMA of the existence of any such properties, and by (b) complying with all requirements established by DHS and FEMA to avoid or mitigate adverse effects upon such properties.

Reporting Matters Related to Recipient Integrity and Performance

75. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated herein by reference.

Age Discrimination Act of 1975

76. All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
Americans with Disabilities Act of 1990

Title VI of the Civil Rights Act of 1964

Civil Rights Act of 1968

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Traffic Victims Protection Act of 2000

Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

Rehabilitation Act of 1973

Whistleblower Protection Act

Lobbying Prohibitions

Non-Supplanting Requirement

Discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

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Discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Internal Controls
97. The Subrecipient agrees to:
   A. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the award is managed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
   B. Comply with Federal statutes, regulations, and the terms and conditions of the awards;
   C. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
   D. Take reasonable measures to safeguard protected personally identifiable information and other information DHS or the Department designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Specific Conditions
98. The Subrecipient agrees that the Department is authorized to impose additional specific award conditions, as needed, in accordance with 2 C.F.R. §200.207.

Vehicle Operation Requirements
99. Pursuant to Executive Order 13513, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the Subrecipient’s text messaging policy when off-duty.

FY18 EMPG Special Conditions
Acknowledgment of Federal Funding from DHS
90. All Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Publications
91. To assist in information sharing, the Subrecipient shall provide the Department with a copy of any publication (including those prepared for conferences and other presentations) 120 days prior to public release. Publications include any written, visual or sound material substantively based on the project, formally prepared by the award Subrecipient for dissemination to the public. Any publications - excluding press releases and newsletters - whether published at the Subrecipient’s or Department’s expense, shall contain the following statement: "This project was supported by Award No. ______, awarded by the United States Department of Homeland Security, Federal Emergency Management Agency. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect those of the Department of Homeland Security." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

92. The Subrecipient shall transmit to the Department copies of all official award-related press releases at least ten (10) working days prior to public release.

Resolution Required
93. Subrecipients (with the exception of State Agencies) are required to submit a resolution authorizing the acceptance of the Federal share as well as any match, if applicable.

Quarterly Reports
94. The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as the Department or DHS may require. Specifically, the Subrecipient must submit to the DSB, Grants Administration Bureau, quarterly progress reports every three months and at the end of the sub award project period. Additionally, the Subrecipient must submit a final financial report (DCS). Funds will be distributed on a reimbursement basis after receipt of all the required reports. Failure to submit reports as required may result in the forfeiture of funds for the reporting period in question. Progress reporting periods and due dates are as follows:
   A. July 1 – September 30 Due October 20
   B. October 1 – December 31 Due January 20
   C. January 1 – March 31 Due April 20
   D. April 1 – June 30 Due July 20

Activities Conducted Abroad
95. All Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Best Practices for Collection and Use of Personally Identifiable Information (PII)
96. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or
liable to that individual. All Subrecipients who collect PI are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PI they collect. Subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/bibliography/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/bibliography/assets/privacy/privacy_pia_template.pdf.

Copyright

97. All Subrecipients must affirm the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Patents and Intellectual Property Rights

98. Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 46 and the standard patent rights clause in 37 C.F.R. § 401.14.

Federal Debt Status

99. All Subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Fly America Act of 1974

100. All Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Hotel and Motel Fire Safety Act of 1990


USA Patriot Act of 2001

102. Subrecipient must comply with the requirements of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Use of DHS Seal, Logo, and Flags

103. All Subrecipients must obtain DHS's approval prior to using the DHS seal, logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logos, crests or reproductions of flags or likenesses of Coast Guard officials.

DHS Specific Acknowledgments and Assurances

104. All Subrecipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

A. Subrecipients must cooperate with any compliance review or compliance investigations conducted by DHS.

B. Subrecipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

C. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

D. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

E. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcomes and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties by e-mail at civilrights@dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 416, Mail Stop #0190 Washington, D.C. 20522.

F. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the subrecipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties by e-mail or mail at the address listed in (E) above.

The United States has the right to seek judicial enforcement of these obligations.

Incorporation by Reference of Funding Opportunity Announcement

105. All of the instructions, guidance, limitations, and other conditions set forth in the Federal and State Notice of Funding Opportunities (NOFO) for this program are incorporated herein by reference. All Subrecipients must comply with any such requirement set forth in the program NOFOs.

106. The Subrecipient agrees that this award supports the work described in the recipient’s proposal, which is incorporated into this award by reference. Where the terms of award and proposal differ, the terms of the award shall prevail.

Acceptance of Post Award Changes

107. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

SAFECom

108. Subrecipients who receive awards made under programs that provide emergency communication
equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Energy Policy and Conservation Act
109. All Subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Terrorist Financing
110. All Subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

National Environmental Policy Act
111. All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Non-discrimination in Matters Pertaining to Faith-Based Organizations
112. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Acceptance of Post Award Changes
113. In the event FEMA or the Department determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Prior Approval for Modification of Approved Budget
114. Before making any change to the Department approved budget for this award, the Subrecipient must request prior written approval from the Department where required by 2 C.F.R. Section 200.308. For award with an approved budget greater than $250,000, the Subrecipient may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from the Department where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget the Department last approved. The Subrecipient must report any deviations from its the Department approved budget in the first Federal Financial Report (SF-425) the Subrecipient submits following any budget deviation, regardless of whether the budget deviation require prior written approval.

Disposition of Equipment
115. When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the Subrecipient must request instructions from the Department to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

RESOLUTION 2019-46
AUTHORIZE REFUND PURSUANT TO A
ONE HUNDRED PERCENT TOTALLY DISABLED VETERAN EXEMPTION

WHEREAS, Brian Hires, owner and resident of 17 Anne Drive (Block 309, Lot 23) was
granted an exemption from property taxes as a 100% Totally Disabled Veteran pursuant to
NJSA 54:4-3.30; and

WHEREAS, the exemption commenced November 21, 2018 in accord with certification of
100% disability granted by the Department of Veterans Affairs; and

WHEREAS, Lereta, LLC, the mortgage company, paid the Quarter 1 2019 taxes, after the
Totally Disabled Veteran status was declared but before the change took place in their books;
and

NOW THEREFORE BE IT RESOLVED by Tabernacle Township Committee that the
Tax Collector is hereby authorized to refund $1,855.54 to Lereta, LLC, Attn: Central
Refunds, 1123 Parkview Drive, Covina, CA 91724, mortgage company for Brian Hires,
owner and resident of 17 Anne Drive, Tabernacle (Block 309, Lot 23).
(Calculation: 2019 Quarter 1 Taxes $1,855.54)

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

DATE: February 25, 2019

JOSEPH W. BARTON, MAYOR

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

VOTE ON ADOPTION

<table>
<thead>
<tr>
<th></th>
<th>Moved</th>
<th>Seconded</th>
<th>Ayes</th>
<th>Nays</th>
<th>Absent</th>
<th>Abstain</th>
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<tbody>
<tr>
<td>Joseph W. Barton</td>
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<tr>
<td>Kimberly A. Brown</td>
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<tr>
<td>Samuel Moore, III</td>
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<tr>
<td>Stephen V. Lee, IV</td>
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<tr>
<td>Joseph Yates, IV</td>
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</table>

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 25th day of February 2019.

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK
Date: 1/28/2019
To: Township Mayor / Administrator
From: Erin Nooney, Senior wetlands specialist
BURLINGTON COUNTY DEPARTMENT OF PUBLIC WORKS
Division of Mosquito Control
Re: Municipal Agreement Forms/Authorization to Conduct
Aerial Larval/Adult Mosquito Control Activities

In order for the Division of Mosquito Control to operate aircraft and apply mosquito larvicide and/or adulticide over your municipality during 2019, it will be necessary that you or another designated representative, **PLEASE SIGN AND DATE THE ENCLOSED NUMBERED AUTHORIZATION FORM.**
This is in accordance with FAA regulations and is requested on an annual basis. Please forward a copy of any official resolution adopted pursuant to this request.

Our aerial pesticide application operation is primarily confined to low-lying, swampy areas, wooded sites, and along or around streams and other bodies of water. However, many of these areas are adjacent to or in close proximity to housing developments, shopping centers, etc. As a consequence, you may receive an occasional inquiry or complaint about low-flying aircraft during or following an aerial application operation. We notify Burlington County Central Communications in advance of all planned flights.

Our 2019 contract will run from April 1st through November 30th. Generally, no flights are conducted on Sunday or holidays with the exception of public health emergencies. Operations are conducted in daylight hours only.

Regarding frequency of treatments, mosquito-breeding sites vary tremendously. Some municipalities have only a few areas we need to tend to, while others may contain up to a dozen. Aerial application activities will vary accordingly. Our normal procedure is to inspect these areas on a weekly basis apply pesticides as required later that same
week, if warranted. Individual breeding sites may require several applications during the season. Weather, especially rainfall, is a key factor.

Our aerial application program is a key part of Burlington County's overall mosquito control operation. It is crucial that we be permitted to conduct this program in all municipalities, so that we can attempt to keep other mosquito populations as low as possible, and thus reduce the risk of disease affecting the human population.

If you have any questions regarding our aerial larviciding or adulticiding programs, or the enclosed municipal agreement form please feel free to call me at (609) 265-5064.

Thank you for your cooperation and assistance.

Sincerely,

Mr. Erin Nooney
Senior Wetlands specialist, Mosquito Control

Enc: Municipal Agreement Form - 1
    Aerial Mosq Control
AUTHORIZATION FOR
AERIAL MOSQUITO CONTROL

On behalf of the Tabernacle Township, I hereby authorize the Burlington County Department of Public Works – Division of Mosquito Control to perform aerial applications of pesticides for mosquito control over Tabernacle Township during 2019. Areas to be treated contain populations of mosquitoes that are considered a nuisance, a health hazard, or both.

It is my understanding that all pesticides and aircraft to be used are those approved for aerial application by both State and Federal governments. I also understand that applications will be made by helicopter or airplane by licensed commercial applicator(s) contracted by the Division of Mosquito Control.

Prior to performing aerial applications over Tabernacle Township, the Burlington County Department of Public Works – Division of Mosquito Control will notify Burlington County Central Communications.

This authorization is in accordance with Federal Aviation Administration regulations and must be renewed annually.

_________  (Mayor or Representative)

Date

1/5/2019
PARADE PERMIT APPLICATION AND LICENSE Pursuant to Ordinance No. 2000-7

The complete application and fee shall be filed with the Township Clerk, not less than 10 days before a Township Committee Meeting prior to the event, or maximum of 45 days before the date on which the Public Function is scheduled to be held.

The Township Committee may in its discretion reduce or waive the set fee of $75.00. This application form shall be completed, and accompanied by a map outlining the parade, rest or stop route; copies of independent applications as submitted to any Federal, State County or other agencies, including, but not limited to, the New Jersey Division of Parks and Forestry - State Park Service, Pinelands Commission, and New Jersey State Police; and any additional information which the Township Committee shall find reasonably necessary.

Type of Parade: Enduro

Name of Event: Curly Fern Enduro

Date: 03/24/2019 Rain Date (if applicable) n/a

Applicant's Name: South Jersey Enduro Riders, Inc. (Dave Brogden or Merle Compton)

Address: P.O. Box 2717, Vincentown, NJ 08088

Telephone: ______________________

Sponsoring Organization: South Jersey Enduro Riders, Inc.

Name of Responsible Authority: David Brogden Title: President

Address: P.O. Box 2717, Vincentown, NJ 08088

Telephone: ______________________

Parade Chairperson Name: David Brogden

Address: c/o SJER, P.O. Box 2717, Vincentown, NJ 08088

Telephone: 609.268.9272
8

Will there be a fuel stop within Tabernacle Township?  No

If yes, specify location: __________________________________________

List Attached Materials by Number and Title

1. Certificate of Insurance
2. Map
3. Check #
4. ______________________________________
5. ______________________________________
6. ______________________________________

Signature of Applicant: ____________________________ Date: __________

Signature of Approving Authority from Sponsoring Organization: ____________________________

Date: __________
PARADE PERMIT APPLICATION AND LICENSE

Pursuant to Ordinance No. 2000-7

The complete application and fee shall be filed with the Township Clerk, not less than 10 days before a Township Committee Meeting prior to the event, or maximum of 45 days before the date on which the Public Function is scheduled to be held.

The Township Committee may in its discretion reduce or waive the set fee of $75.00. This application form shall be completed, and accompanied by a map outlining the parade, rest or stop route; copies of independent applications as submitted to any Federal, State County or other agencies, including, but not limited to, the New Jersey Division of Parks and Forestry - State Park Service, Pinelands Commission, and New Jersey State Police; and any additional information which the Township Committee shall find reasonably necessary.

Type of Parade: Enduro
Name of Event: PBER Clock Run
Date: 4-14-10
Rain Date (if applicable) X
Applicant's Name: Pine Barons Enduro Riders - Vicki Lange
Address: H Mills Brook Lane
Shamong, NJ 08088
Telephone: 
Sponsoring Organization: PBER
Name of Responsible Authority: Vicki Lange
Title: Treasurers
Address: Same as above
Telephone: 
Parade Chairperson Name
Address
Telephone
Will there be a fuel stop within Tabernacle Township? NO
If yes, specify location: ________________________________

List Attached Materials by Number and Title: ________________________________

1. APP.
2. Check
3. Map
4. INS. to follow
5. ________________________________
6. ________________________________

Signature of Applicant: ________________________________
Treasurer - PBER

Date: 1-15-19

Signature of Approving Authority from Sponsoring Organization: ________________________________

Date: ________________________________
PRELIMINARY SUP APPLICATION FOR THE 2018 PINE BARONS CLOCK RUN
THIS APPLICATION IS SUBMITTED IN ADVANCE TO ALLOW FOR CHANGES THE DEP
OR PC MAY NEED TO MAKE. IT IS ALSO THE FINAL IF ACCEPTABLE.

2019 Pine Barons Clock Run Description

The Pine Barons Clock run is scheduled for April 14, 2019. The event proposes to use roads, fire cuts, and existing enduro trails in:
BTB forest
Penn State forest
Bass river forest
Wharton Forest

The routes are summarized in the attached table. The track names on the GPS map describe the area and distance for each section. We have also color coded the tracks for easier understanding.

We have mapped trails in BTB within areas approved for enduros using GPS equipment that meets or exceeds all the DEP mapping performance requirements.

We have also mapped one trail in Penn State forest using GPS equipment that meets or exceeds all the DEP mapping performance requirements.

<table>
<thead>
<tr>
<th>TRACK NAME</th>
<th>DISTANCE</th>
<th>COMMENTS</th>
<th>COLOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 3.1 ROAD</td>
<td>2.9 mi</td>
<td></td>
<td>BLUE</td>
</tr>
<tr>
<td>2016 BTB TR 6.1</td>
<td>6.1 mi</td>
<td>BTB ENDURO TRAIL IN APPROVED AREA WALKED AND MAPPED</td>
<td>DARK GREEN</td>
</tr>
<tr>
<td>2016 BTB TR ET WALKED 1.6</td>
<td>1.6 mi</td>
<td>BTB ENDURO TRAIL IN APPROVED AREA WALKED AND MAPPED</td>
<td>DARK GREEN</td>
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<td>swe</td>
<td></td>
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<tr>
<td>2016 BTB TR WALKED 2.0 swj</td>
<td>2.0 mi</td>
<td>BTB ENDURO TRAIL IN APPROVED AREA WALKED AND MAPPED</td>
<td>DARK GREEN</td>
</tr>
<tr>
<td>2016 PS TR 3.7 APPROVED 03,</td>
<td>3.7 mi</td>
<td>PENN STATE ENDURO TRAIL APPROVED FOR USE IN EARLIER ENDUROS - NOT WALKED - WE REQUEST APPROVAL PENDING WALKING AND MAPPING</td>
<td>VIOLET</td>
</tr>
<tr>
<td>04, 05 NOT WALKED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016 PS TR WALKED 4.3</td>
<td>4.3 mi</td>
<td>PENN STATE ENDURO TRAIL WALKED AND MAPPED. WE REQUEST APPROVAL CITING CONFORMANCE WITH MAPPING REQUIREMENTS FOR ENDURO TRAIL.</td>
<td>DARK GREEN</td>
</tr>
<tr>
<td>2016 ROAD sooy baptist 5.4</td>
<td>5.4 mi</td>
<td></td>
<td>BLUE</td>
</tr>
<tr>
<td>2016 ROAD 2.5 downlink</td>
<td>2.5 mi</td>
<td></td>
<td>RED</td>
</tr>
<tr>
<td>2016 ROAD 4.1 uplink</td>
<td>4.1 mi</td>
<td></td>
<td>BLUE</td>
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<tr>
<td>2016 ROAD 7.3</td>
<td>8.4 mi</td>
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<tr>
<td>2016 ROAD 9.2 upstroke</td>
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<td>RED</td>
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<tr>
<td>2016 WHARTON 26.2 USED IN 2015</td>
<td>26.2 mi</td>
<td>WHARTON TRACKS USED IN 2015 ENDURO USING MENU ROUTES</td>
<td>GREEN</td>
</tr>
</tbody>
</table>
The event is sanctioned by the American Motorcycle Association (AMA) and the East coast Enduro Association (ECEA). The following description is submitted to provide information on the event and to provide an overview of the policies of club as they relate to safety, preservation of the environment, and responsible use of the land.

**Reviewers please note**
This year starts the use of BTB existing enduro trails on approved areas for endures.

Though the Bass river and Penn State forests have no equivalent discrimination between approved areas and off limit areas, the DEP and the Pinelands commission has in the past approved enduro trails. We have included two trails in the Bass river Penn State areas and would very much like the DEP's consideration for approval.
- one trail has been walked and mapped with two DEP compliant GPS receivers using one second logging and with a 9 foot accuracy each.
- We have included a second trail - color coded violet - that was not walked and mapped with compliant receivers. This existing trail has been approved for use in the past repeatedly. We ask your indulgence and would like to have it approved pending an accurate compliant mapping.

**Event start and finish**
The Enduro will be based at the intersection of Savoy Road and Rte 563 in Chatsworth where participants will be able to park for the event. The first competitors will arrive on Saturday April 5 for early sign up starting in the afternoon. The Start is at 9 AM the morning of April 9; at that time riders will enter the course at the rate of 4/minute until all have left the start (it is NOT a race) The course will take approximately five hours to traverse.

The route will be coordinated with the Pinelands Commission and the State Park Service to avoid sensitive areas. The route will traverse no private property with the exception of the start. Blacktop Roads will be used to access the State Forest including Rte 563, Rte 72, and Rte 532.

**Course Marking**
The course will be marked on the Friday and Saturday before the event. The PBER policy is to remove all course markings the day of the event.

**Cleanup**
The event can result in berming at some road corners; these are leveled by the club after the event. The trails are swept by the trail crew to remove markings and debris after the last rider passes.

The map is considered PBER proprietary. Receipt of these copyright data does not imply a transfer of ownership All rights in data are reserved to the author, Joseph Springer. The use of these data is for official use only and limited to only those DEP employees that require the data for purposes of application approval. Any further distribution requires the permission of the data author.
Safety
The PBER plans the event to be safe and prevent speeding. An Enduro is a timekeeping event; participants are required to maintain the exact speed averages set for the event. Secret check points monitor this compliance. The highest speed this year will be 24 mph, except on blacktop where the speed may rise to the speed limit or 36 mph, whichever is less. The club employs mileage “sets” that allow riders, delayed by course difficulty, to get back on schedule after challenging “test” sections where speed averages cannot be maintained. This tactic prevents speeding to regain schedule in easy connector sections and assures that the designated speed level is observed.
Flagmen are assigned to main roads to control the bike traffic. Trail crews check the trail before the first rider and follow the last rider through to help riders who have trouble. During the event, riders will report trouble to the check crews. The trail crews periodically monitor the check crews for trouble and stand by at selected points where riders can report trouble directly to the trail crew. Arrangements are made with emergency squads to monitor the event. The squads will be provided with route maps. The trail crew provides guidance to the EMS squad when a rider needs aid. 
There will be a gas refueling stop near the intersection Sooy Road and route 72 east of the railroad bridge with coverage by the Woodland Fire & EMS.

Gas stop
There will be a gas refueling stop at the start position with coverage by the Woodland Fire Company. Pine Barons Members will monitor and control traffic for orderly gas stop operation.

Other
Approximately 120 motorcycles will pre-enter to participate. More will sign up at the event. The likely total is around 150. The competitors will have their liability releases, insurance, registration, and motorcycle licenses checked at the sign up prior to distributing the bike number stickers and rider cards to the riders. The motorcycle will be checked to ensure that the motorcycle matches the documentation and complies with NJ racing commission guidelines.
TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY

DATE: FEBRUARY 25, 2019
EXECUTIVE SESSION RESOLUTION
CS 02 252019

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:


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: February 25, 2019

La Shawn R. Barber, RMC
Municipal Clerk