

Township of Tabernacle

Town Hall
163 Carranza Road
Tabernacle, NJ 08088



Regular Meeting Agenda

September 28, 2015

8:00 PM

Governing Body

Kimberly A. Brown, Mayor
Richard J. Franzen, Deputy Mayor
Joseph W. Barton, Committeeman
Stephen V. Lee, IV, Committeeman
Joseph Yates, IV, Committeeman

PROFESSIONALS

Douglas Cramer, CPWM, Administrator	Terry Henry, Chief Finance Officer
Frank Morris, Township Engineer	Col. William C. Lowe, Emergency Management
Peter C. Lange, Jr. Solicitor	La Shawn Barber, Municipal Clerk

www.townshipoftabernacle-nj.gov

SUBJECT TO CHANGE – DRAFT AGENDA

**Tabernacle Township Committee
Town Hall Meeting
September 28, 2015**

1. Call to Order Flag Salute Open Public Meetings Act Statement

2. **ROLL CALL:**

___ Mr. Barton, ___ Mr. Franzen, ___ Mr. Lee, ___ Mr. Yates and ___ Mayor Brown

3. Public comment on agenda items only; except (first reading) ordinances, discussion will be held during public hearings only.

4. **APPROVAL OF BILLS**

5. **APPROVAL OF MINUTES**

August 24, 2015 (Regular)

6. **ORDINANCE (First Reading)**

2015-11: AN ORDINANCE OF THE TOWNSHIP OF TABERNACLE, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, DESIGNATING AND OFFICIALLY AUTHORIZING TABERNACLE FIRE COMPANY NO. 1 AS THE VOLUNTEER FIREFIGHTING ORGANIZATION FOR THE TOWNSHIP OF TABERNACLE

Public Hearing Date: 10/26/2015 * 8:00 P.M.

7. **RESOLUTIONS**

a) Resolution 2015-119: Authorizing preliminary approval for a property that requires no municipal cost share. (Farmland Preservation)

b) Resolution 2015-120: Approving Chapter 159 for Medford Lakes Road, FY 2015 Municipal Aid Program.

c) Resolution 2015-121: Approving raffle license for the Church of the Holy Eucharist.

d) Resolution 2015-122: Setting board of health meeting date.

e) Resolution 2015-123: Approving Raffle License for Seneca Eagles Band Parents.

f) Resolution 2015-124: Award of contract: NJDOT Municipal Aid Program – Medford Lakes Road Improvements. (Bid opening was held 9/17/2015)

g) Resolution 2015-125: Authorizing Tabernacle Township to enter into a shared services agreement with the County of Burlington.

h) Resolution 2015-126: Approving street opening permit for 190 Carranza Road.

i) Resolution 2015-127: Approving street opening permit for 139 Brace Lane.

- j) Resolution 2015-128: Approving street opening permit for 48 Oak Leaf Court.
- k) Resolution 2015-129: Approving street opening permit for 3 Horseshoe Court.
- l) Resolution 2015-130: Approving street opening permit for 240 Ashley Way.
- m) Resolution 2015-131: Approving street opening permit for 36 North Drive.
- n) Resolution 2015-132: Approving street opening permit for 15 Anne Drive.
- o) Resolution 2015-133: Award of contract: 2015 Local Road Program – Lakeview Drive and Spring Drive Road Improvements. (Bid opening was held 9/23/2015)
- p) Resolution 2015-134: Authorizing the placement of temporary signs in the public right of way for Tabernacle Community Festival 2015.
- q) Resolution 2015-135: Authorizing to solicit bids for a 39000 GVW dump truck with plow/sander/spray system.
- r) Resolution 2015-136: Authorizing to solicit bids for a 19000 GVW 4WD dump truck with plow/sander/spray system.
- s) Resolution 2015-137: Approving Change Order No. 1 for 2015 Park Improvements..

8. **MOTIONS**

Parade permit: Pinelands Preservation Alliance –Tour de Pines Date: October 4, 2015

9. **PUBLIC COMMENT**

(Please state your name & address for the record, answers to questions will be addressed in reports).

10. **REPORTS**

Township Engineer * Township Administrator * Township Solicitor * Township Committee

11. **ADJOURNMENT**

*La Shawn R. Barber, RMC/CMR
Municipal Clerk*

TOWNSHIP OF TABERNACLE

ORDINANCE 2015-11

AN ORDINANCE OF THE TOWNSHIP OF TABERNACLE, COUNTY OF BURLINGTON, STATE OF NEW JERSEY DESIGNATING AND OFFICIALLY AUTHORIZING TABERNACLE FIRE COMPANY NO. 1 AS THE VOLUNTEER FIREFIGHTING ORGANIZATION FOR THE TOWNSHIP OF TABERNACLE.

Whereas, The Mayor and the Township Committee hereby desire to fully designate and officially authorize an entity for the handling of firefighting services for the Township of Tabernacle; and

Whereas, the Mayor and Township Committee are granted the authority to recognize and authorize a volunteer firefighting company within the Township of Tabernacle by New Jersey Statute; and

Whereas, Tabernacle Fire Company No. 1 has been professionally and competently performing said services on behalf of the residents of Tabernacle Township; and

Whereas, the Mayor and Township Committee desire to designate Tabernacle Fire Company No. 1 as the official volunteer firefighting company for the Township of Tabernacle.

Now, Therefore, BE IT ORDAINED by the Mayor and Committee of the Township of Tabernacle that **Chapter II, Article 7B** of the Revised General Ordinances of Tabernacle Township is hereby created to read as follows:

Chapter II, Article 7B

TABERNACLE FIRE COMPANY NO. 1

Tabernacle Fire Company No. 1 is hereby designated, endorsed and authorized as the official firefighting company for the Township of Tabernacle, County of Burlington, and State of New Jersey.

Such services shall be pursuant to a written contract as may be modified from time to time by the fire company and the Township from time to time pursuant to N.J.S.A. 40A:14-68.

BE IT FURTHER ORDAINED that the Agreement for the provision of Firefighting Services between Tabernacle Township and Tabernacle Fire Company No. 1 attached hereto as Exhibit "A" is hereby adopted as the original contract for firefighting services.

BE IT FURTHER ORDAINED that the Facility Use/Licensing Agreement attached hereto as Exhibit "B" is hereby adopted as the original lease by and between the Township of Tabernacle and the Tabernacle Fire Company No. 1 pursuant to **N.J.S.A. 40A:12-14** for the leasing of property located at Block 322, Lot 10, on the municipal tax map, and commonly referred to as the Tabernacle Fire Station Building located at 76 Hawkin Road, Tabernacle, NJ.

BE IT FURTHER ORDAINED that the Mayor and Township Administrator are hereby directed and authorized to execute the Agreements to accomplish the above purpose.

Effective date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

Introduced: 9/28/2015

Adopted:

La Shawn R. Barber, RMC
Township Clerk

Kimberly A. Brown, Mayor

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Tabernacle held on the 28th day of September, 2015, and will be considered for second and final passage at a meeting of the Township Committee to be held on the 26th day of October, 2015, at 8:00 p.m. at the Municipal Building located at 163 Carranza Road, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

**AGREEMENT FOR THE PROVISION OF FIREFIGHTING SERVICES
BETWEEN TABERNACLE TOWNSHIP AND
TABERNACLE FIRE COMPANY NO. 1**

THIS AGREEMENT is dated this ____ day of _____, 2015 by and between the Township of Tabernacle, hereinafter designated as the "Township", located in Burlington County, State of New Jersey and Tabernacle Fire Company No. 1 hereinafter designated as the "Company".

WHEREAS, the Township is a municipal corporation of the State of New Jersey with offices located at 163 Carranza Road, Tabernacle, NJ 08088; and

WHEREAS, the Company is a duly constituted private nonprofit corporation of the State of New Jersey organized pursuant to the provisions of N.J.S.A. 15A:1-1 et. Seq. for the purpose of providing fire suppression/fire protection services to the citizens and property located with the Township; and

WHEREAS, NJSA 40A: 14-68a authorizes the Township to contract with the Company for the purpose of providing fire protection services upon such terms and conditions as shall be deemed proper and beneficial to the residents of the Township; and

WHEREAS, the parties hereto desire to enter into a contract to define the rights, duties and responsibilities of each regarding the provision of fire protection services to the residents of Tabernacle Township.

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties represent and agree as follows:

1. **TERM:** This agreement shall be in full force and effect upon the full execution of the parties and shall terminate on September 30, 2018. At the expiration of this agreement, in the absence of a new or replacement agreement, this agreement will continue with the same terms and conditions unless and until termination upon not less than ninety (90) days written notice.
2. **CONSIDERATION:** The Township shall pay the Company as and for consideration of the annual service provided for herein \$90,000.00 payable in equal installments which are convenient to the Township. All monies paid pursuant to the terms of this agreement shall be used for the usual and customary expenses of the Company which are incidental to performance under this agreement and shall not be used in any manner that could be construed as individual compensation or personal gain.

3. **BUILDING USE:** The use of any and all Township buildings, including the Township Fire Station, will be pursuant to the Township's Facilities Use Agreement in effect between the parties and as modified from time to time in the sole discretion of the Township.
4. **DUTIES:** The Company covenants and agrees to provide fire protection/fire suppression services to all persons and property situate within the Township and to provide said fire services twenty four (24) hours per day, every day of the year. Said services will be provided in accordance with all applicable rules, regulations, standards and laws of the State of New Jersey and any administrative agency having necessary and proper jurisdiction to promulgate and adopt rules and regulations applicable to the provision of firefighting services and other applicable activities. The firefighter members of the Company, in performing firefighting duties, shall be deemed to be exercising a governmental function. The Township will not take any action to direct fire officials or fire fighters at a fire scene or act contrary to the statutory command authority of the fire chief and/or incident commander at any fire scene. The Company Chief or the Chief's duly appointed representative will appear quarterly before the Township Committee to provide regular reports concerning the operations of the Company.
5. **TERRITORY:** The Fire Company will extinguish fires within the Township and in such other areas or territories as may be contracted for by the Township and/or pursuant to any mutual aid agreements which are approved by the Township. Copies of all such contracts or agreements shall be furnished to the Company for the purposes hereof.
6. **EQUIPMENT:** The Company shall operate and utilize any and all equipment and apparatus supplied by the Township for civic purposes and fire suppression in accordance with any rules or regulations that may be adopted from time to time by the Township. The Fire Company will maintain and operate the vehicles and equipment furnished by the Township in a safe manner and take all necessary steps to ensure the proper training of members and such safe operation and use. Any and all fire and/or emergency response equipment that has been or is donated or received pursuant any private or governmental grants automatically becomes the property of the Township.
7. **MAINTENANCE AND REPAIR:** The Township shall be responsible for the payment of all costs for the proper maintenance and repair of all firefighting equipment and apparatus supplied by it to the Company in accordance with the annual budget adopted by the Township.

8. **INSURANCE**: The Township shall provide, at no cost to the Company or its members, such insurance as may be legally required including but not limited to auto liability, worker's compensation and accident & health insurance. The Township shall also provide and keep in force for the benefit of the Company, public liability insurance insuring the Company against liability or claims arising out of, occasioned by or resulting from any accident or otherwise in or about the buildings and premises utilized by the Company and any accident, personal injury or damage to property arising out of any authorized use and/or the performance of firefighting/fire suppression services. The limits of said policies shall be in amounts deemed appropriate by the Township.
9. **LOSAP**: The Township shall establish and maintain for the benefit of the members of the Company. A Length of Service Awards Program in accordance with the provisions of New Jersey law. Said program shall be funded entirely by the Township. The Township Administrator shall approve all payments for such program upon confirmation of member participation by the Company Chief.
10. **ANNUAL ACCOUNTING**: The Company shall provide the Township with an annual accounting of all public monies received and expended by the Company.
11. **AGREEMENT SUBJECT TO MUNICIPAL BUDGET**: In the event that the annual budget of the Township as approved is reduced in any given year, the payments due the Company may be tolled or suspended by the Township without penalty after review and consideration by the Township Administrator as part of any Township budget review process.
12. **SAVINGS CLAUSE**: The terms and provisions of this agreement are subject to such limitations as may be imposed upon either of the parties by statute. Should any provision of this agreement be ruled invalid by a court of competent jurisdiction, such ruling, shall not affect the remaining provisions of this agreement.
13. **ARBITRATION**: Should the parties not be able to reasonably settle a dispute arising out of or relating to this agreement same shall be settled by binding arbitration in Burlington County, New Jersey in accordance with the rules of the American Arbitration Association.

14. **ADDITIONAL PROVISIONS**:

Nothing herein shall be construed to increase any liability on the part of the Fire Company to the public for errors or omissions in the performance or

non-performance of its duties hereunder or pursuant to any other requirement.

The Company will make available to the Township, for review, an up-to-date copy of the Company By-Laws and Standard Operating Guidelines.

The Company shall provide the Township with an accurate roster of the Company membership listing the members in good standing annually by January 30th. The Township must be notified of any disciplinary action taken against any member of the Fire Company involving suspension or termination.

The Township shall reimburse firefighters for the reasonable value associated with any damage to or loss of personal property or the reasonable insurance deductible associated with any damaged or lost property which is insured when such damage or loss is a result of the performance of fire duty subject to reasonable proof of the value of such losses.

In witness thereof, the parties hereto have set their hand and seals or caused their corporate presents to be fixed the day and year first shown above.

Tabernacle Township

La Shawn R. Barber
Municipal Clerk

Kimberly A. Brown, Mayor

Print name:
Secretary of Tabernacle Fire Company No. 1

Print name:
President of the Tabernacle Fire Company No. 1

**FACILITY USE/ LICENSE AGREEMENT
BY AND BETWEEN TABERNACLE TOWNSHIP AND
TABERNACLE FIRE COMPANY No. 1**

This Use Agreement and License is entered into by and between the TOWNSHIP OF TABERNACLE, located in Burlington County, New Jersey (hereinafter referred to as the "TOWNSHIP"), and the TABERNACLE FIRE COMPANY NO. 1 a non-profit corporation of the State of New Jersey (hereinafter referred to as the "COMPANY") acting by and through their duly authorized representatives, and is effective upon the full execution.

For and in consideration of the mutual undertakings hereinafter set forth, the parties agree as follows:

I. License Agreement. The COMPANY acknowledges that the TOWNSHIP has granted the COMPANY, and the COMPANY has accepted a revocable, non-exclusive license (this "License Agreement") to occupy the Premises as described herein subject to the terms and conditions of this License Agreement. This license is contingent upon and provided as a direct result of the selection and designation of TABERNACLE FIRE COMPANY No. 1 as the designated firefighting service provider for the Township of Tabernacle.

The COMPANY understands that for any reason including but not limited to the COMPANY's violation of any of the terms of this License Agreement or of the Terms, Provisions, Conditions, Rules and Regulations adopted from time to time by the TOWNSHIP or if the COMPANY's occupancy or use of the Premises violates any laws, rules, or regulations, or for any other reason, the TOWNSHIP may rescind the designation of TABERNACLE FIRE COMPANY No. 1 as the designated firefighting service provider for the Township of Tabernacle and send the COMPANY a SIX MONTH written notice (a "Revocation Notice") thereby revoking this License Agreement and any and all rights granted to the COMPANY hereunder, including without limitation, any right to use and/or occupy the Premises and upon the expiration of such SIX MONTH period, this License Agreement shall be revoked and any and all rights granted to the COMPANY hereunder shall expire.

If the TOWNSHIP at any time sends a Revocation Notice, such Revocation Notice shall be sent to the COMPANY at 76 Hawkin Road Tabernacle NJ 08088 and the TOWNSHIP's service of such Revocation Notice may be made, at the TOWNSHIP's option, by certified mail or by overnight mail via a recognized national overnight delivery service. In the event the TOWNSHIP sends a Revocation Notice by certified mail or otherwise, the COMPANY acknowledges that such notice shall be effective SIX MONTHS after the date of receipt by COMPANY.

In the event that the TOWNSHIP elects to serve the SIX MONTH notice as aforesaid, the COMPANY agrees that upon the expiration of the SIX MONTH period, this License and all rights of the COMPANY pursuant to the License Agreement, shall have expired, ceased, and come to an end as if the date contained in such notice were the date contained herein as the termination date of this License Agreement and the COMPANY agrees to promptly surrender possession of the Premises to the TOWNSHIP.

The COMPANY agrees to indemnify and hold the TOWNSHIP harmless from all liability, costs, and damages (including attorney's fees incurred by the TOWNSHIP) arising from the COMPANY's failure to promptly surrender possession of the Premises to the TOWNSHIP as required hereunder upon the TOWNSHIP's election to terminate this License Agreement and revoke the license hereunder as aforesaid. The COMPANY shall, upon demand, at any time or times (after notice as aforesaid is rendered by the TOWNSHIP) execute, acknowledge, and deliver to the TOWNSHIP, without expense to the TOWNSHIP, any and all instruments that may be necessary and proper to evidence the surrender of the Premises to the TOWNSHIP and/or recovery of possession of the Premises by the TOWNSHIP.

II. Description of Premises. The TOWNSHIP agrees to permit the use of its facilities known as Block 322, Lot 10, on the municipal tax map, and commonly referred to as the Tabernacle Fire Station Building located at 76 Hawkin Road, Tabernacle, NJ, hereinafter called the "Premises", for so long as COMPANY is the designated provider of firefighting services in the TOWNSHIP.

III. Use of Premises. The COMPANY shall have shared non-exclusive use of the Premises for providing the TOWNSHIP with necessary firefighting services 24 hours a day, seven (7) days a week in coordination with the Township Administrator consistent with the COMPANY's agreement for the provision of firefighting services to the Township of Tabernacle.

The COMPANY shall not engage in any business on the Premises or do anything in connection therewith which shall be in violation of any existing State or Federal law or municipal ordinances.

All activities conducted on the Premises and use made thereof shall be so conducted as not to constitute a nuisance or annoy adjoining property owners.

The Company shall have right to rent the facilities for social and business events provided these events meet the requirements of this facility use agreement. All renters and/or caterers are to provide certificates of insurance naming Tabernacle Township and Tabernacle Fire Company No. 1 as additional insureds or purchase a tenant user's liability insurance policy (TULIP) through the Burlington County JIF and provide proof of the existence of same prior to any such events. The Company will supervise and manage these rental events and have the right to any and all proceeds derived from such rentals.

No alcoholic beverages shall be sold or consumed on the Premises except for special events when all necessary government consents for such consumption and/or sale including

but not limited any required social affairs permits have been obtained from the New Jersey Alcoholic Beverage Control Commission. The Company shall obtain social affairs permits only for Company events if required by state regulation. Third party users shall obtain social affairs permits for events hosted by renters of the Premises.

The required certificates of insurance or TULIP referenced above must evidence adequate insurance coverage insuring the Township and the Company against any liability which may result from service of alcoholic beverages. The Township shall determine in its sole discretion the appropriate amount and type of coverage to be secured.

The TOWNSHIP reserves and maintains sole and exclusive possession of the premises subject to this License Agreement. The TOWNSHIP reserves their right to exclude any individual or group from the Premises based on conduct which it determines in its sole discretion to be objectionable or contrary to the TOWNSHIP's interests.

The TOWNSHIP may establish and publish rules and regulations and amend same from time to time for the use of the premises and facilities designed to protect the premises and facilities from damage or abuse, to assure the maintenance of order and to protect the safety and welfare, as well as, the health of persons using such facilities. The COMPANY agrees to comply with the Rules and Regulations established by the TOWNSHIP with respect to the use and occupancy of the Premises as same may hereafter be amended all of which are deemed to be incorporated herein and made a part hereof

The COMPANY understands and agrees that it may not cause, maintain, or permit conditions in the Premises which do not meet reasonable standards of cleanliness and order and/or which inhibit the TOWNSHIP from utilizing the Premises for its purposes and/or which require the TOWNSHIP to cure the conditions by incurring additional expenses and/or which cause damage to the Premises, furnishings or fixtures.

The TOWNSHIP hereby designates and authorizes the Township Administrator as it's agent for the purpose of exercising the TOWNSHIP's rights and obligations under this agreement.

IV. Maintenance and Utilities. The COMPANY shall be responsible for and pay any and all costs associated with cleaning the premises, repairs to or replacement of kitchen appliances, vending machines, washing machines, ice machines and/or air compressors. The COMPANY shall also be responsible for any and all costs associated with overhead door maintenance and landscaping maintenance. The COMPANY shall keep the grounds in a landscaped and maintained condition to the satisfaction of the TOWNSHIP.

The TOWNSHIP shall be responsible for and pay any and all costs associated with the maintenance of the trash service to the premises, regular snow plowing of the parking lot and any and all major building and/or roof repairs.

The Company shall pay for the costs attributed to the phone, cable, internet, alarm and security lines servicing the buildings located upon the premises.

The Company shall be responsible for and pay for heating, air conditioning and electric service to the premises, including the maintenance and repair of the emergency generator.

Any and all costs associated with the operation and maintenance of the vehicle wash bay located at 134 New Road will be divided equally between the TOWNSHIP, the Company and the Tabernacle Rescue Squad. Any future use of the vehicle wash bay by others will be billed at the discretion of the TOWNSHIP.

V. Assignment of License. Except for rentals covered by Article III above, the COMPANY shall not assign this license agreement nor shall it license the premises or any portion thereof to any third party without the consent of the Township Administrator. The Township reserves the right to reject and prohibit any license or rental by the Company.

VI. Non-discrimination. During the occupancy and performance of its respective duties and responsibilities as related to this License Agreement, the COMPANY shall not discriminate on the basis of race, creed, color, age, national origin, religion, sex or disability in accordance with current State or Federal laws.

VII. Indemnification/Insurance. The COMPANY understands that the TOWNSHIP's insurance does not protect the COMPANY's personal property, whether located on the Premises or elsewhere, due to loss or damage from fire, water, theft, or other causes.

The COMPANY acknowledges that the TOWNSHIP provides the COMPANY with certain premises liability insurances through the Joint Insurance Fund. If such insurance coverage is canceled due to reasons beyond the control of the Township on notice to the COMPANY, the TOWNSHIP hereby advises the COMPANY that it must obtain, at the COMPANY's sole cost and expense, its own liability insurance. The TOWNSHIP shall not be liable to the COMPANY or the COMPANY's agents, officials, employees, contractors, members and/or guests for any damage to person or property caused by an act of negligence or malfeasance of the COMPANY or the COMPANY's agents, officials, employees, contractors, members and/or guests and the COMPANY agrees to indemnify and hold the TOWNSHIP, its officers, officials and employees harmless from any and all claims for any such damage arising out of the activities of the COMPANY, its agents, officials, employees, contractors, members or guests.

The COMPANY shall not be liable to the TOWNSHIP or the TOWNSHIP's agents, officials, employees, contractors, members and/or guests for any damage to person or property caused by an act of negligence or malfeasance of the TOWNSHIP or the TOWNSHIP's agents, officials, employees, contractors, members and/or guests and the TOWNSHIP agrees to indemnify and hold the COMPANY, its officers, officials and employees harmless from any and all claims for any such damage arising out of the activities of the TOWNSHIP, its agents, officials, employees, contractors, members or guests.

In the event that the COMPANY is required to obtain any insurance for its own

benefit, the COMPANY shall provide the TOWNSHIP, on demand, with a Certificate of Insurance evidencing the existence of Workmen's Compensation Insurance for the COMPANY volunteers and evidencing the existence of a policy of public liability insurance in a reasonable amount to be determined by the TOWNSHIP naming the TOWNSHIP as an additional insured under the coverage obtained and maintained by the COMPANY. The Premises shall at all times be kept insured by adequate public liability insurance protecting the TOWNSHIP with coverage and limits which are satisfactory to the TOWNSHIP.

The TOWNSHIP will obtain and maintain insurance, at its sole cost and expense, protecting the building against loss due to fire or other casualty.

VIII. Use by the TOWNSHIP. The TOWNSHIP reserves the right to utilize the facilities on reasonable notice to the COMPANY for any reason.

IX. Financial Records/Reports. The Company shall, upon the second year after signing of this License Agreement and thereafter, annually, submit an independently audited financial report to the TOWNSHIP Clerk setting out and describing their financial condition to the satisfaction of the TOWNSHIP.

X. Independent Agent. Nothing contained herein shall be deemed or construed by the parties hereto or by any third-party as creating the relationship of principal and agent, partners, joint ventures or other similar such relationship between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto create a relationship other than the relationship of licensor and licensee.

XI. Amendments, Governing Law and Venue. Amendments and alterations to this Agreement shall be in writing. This Agreement shall be governed by the laws of the State of New Jersey and the parties agree that this Agreement is performed in Burlington County, New Jersey.

XII. Arbitration. Should the parties not be able to reasonably settle a dispute arising out of or relating to this agreement same shall be settled by binding arbitration in Burlington County, New Jersey in accordance with the rules of the American Arbitration Association.

XIII. Severability. If any provision of this Agreement shall fail or be stricken for any reason whatsoever, the remainder of this Agreement shall remain in full force and effect.

Signature page to follow

This Agreement is made and entered into on the ____ day of _____, 2015.

Tabernacle Township

La Shawn R. Barber
Municipal Clerk

Kimberly A. Brown, Mayor

Print name:
Secretary of Tabernacle Fire Company No. 1

Print name:
President of the Tabernacle Fire Company No. 1

EXHIBIT B FIRST READING

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-119

**RE: AUTHORIZING PRELIMINARY APPROVAL FOR A PROPERTY THAT
REQUIRES NO MUNICIPAL COST SHARE
(Farmland Preservation)**

Whereas, the Township of Tabernacle is committed to preserving, to the extent possible, farmland within the Township for the benefit of the citizens of the Township of Tabernacle as well as for the County of Burlington and for the State of New Jersey; and

Whereas, the Burlington County Agriculture Development Board has accepted the applications of the following landowner into the 2015 Farmland Preservation Easement Purchase Program:

Landowner/Applicant	Farm Nam	Block /Lot	Township	Acres
Noble McNaughton	Noble McNaughton	Block 1101, Lot 11.02	Tabernacle	19

Whereas, it is in the best interest of the citizens of the Township of Tabernacle to approve the applications of the above farms for consideration into the 2015 Farmland Preservation Easement Purchase Program.

Now, Therefore, Be It Resolved, by the Township Committee of the Township of Tabernacle, County of Burlington, and State of New Jersey that they support preservation of the properties listed above through the Burlington County Farmland Preservation Program.

September 28, 2015

La Shawn R. Barber, RMC/CMR
Municipal Clerk

Kimberly A. Brown, Mayor

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015

La Shawn R. Barber, RMC
Municipal Clerk

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-120

RE: A RESOLUTION OF THE TOWNSHIP OF TABERNACLE, COUNTY OF BURLINGTON, STATE OF NEW JERSEY REQUESTING THAT THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES GRANT PERMISSION TO APPROVE THE INSERTION OF AN ITEM OF SPECIAL REVENUE IN THE 2015 BUDGET ENTITLED "MEDFORD LAKES ROAD-2015 MUNICIPAL AID PROGRAM."

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

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

WHEREAS, the Township of Tabernacle has received **\$196,000.00** from **NJDOT FUND AUTHORITY ACT** and wishes to amend its 2015 Budget to include this amount as revenue.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Township Committee requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2015 in the sum of **\$196,000.00** which is now available as revenue from:

- MEDFORD LAKES ROAD, FY 2015 MUNICIPAL AID PROGRAM
- NJDOT Local Aid Grant

BE IT FURTHER RESOLVED that the sum of **\$196,000.00** be hereby appropriated under the caption of:

- LAKES ROAD, FY 2015 MUNICIPAL AID PROGRAM
- NJDOT Local Aid Grant

Date: September 28, 2015

**La Shawn R. Barber, RMC
Municipal Clerk**

Kimberly A. Brown, Mayor

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015

**La Shawn R. Barber, RMC
Municipal Clerk**

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION No. 2015-121
GRANTING RAFFLE LICENSES TO THE CHURCH OF THE HOLY
EUCHARIST**

WHEREAS, the Church of the Holy Eucharist has filed applications with the Township Committee for raffle licenses to conduct raffles, and the applicant has paid the proper fees for said licenses; and

WHEREAS, the Township Committee of the Township of Tabernacle believes that said applicant is qualified to conduct the raffles are bona fide active members of said organization and that the raffle will be conducted in accordance with the New Jersey Administrative Code 13:47; and

WHEREAS, the following raffle licenses are requested on the dates and during the hours listed:

RA: 2015-14	SUPER 50/50 (OFF-PREMISE)	NOVEMBER 1, 2015 - JANUARY 30, 2016 DRAWING: JANUARY 30, 2016 * 10:00 P.M. SNOW DATE: FEBRUARY 6, 2016 * 10:00 P.M.
RA: 2015-15	MERCHANDISE (ON-PREMISE)	JANUARY 30, 2016 * 7:00 P.M. – 10:00 P.M. DRAWING: JULY 25, 2015 * 7:00 P.M. – 10:00 P.M.

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

1. That the Township Committee hereby approves the issuance of the aforementioned raffle license.
2. That the Township Clerk is hereby authorized to issue said license on behalf of the Township of Tabernacle.

DATE: SEPTEMBER 28, 2015

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**

**KIMBERLY A. BROWN
MAYOR**

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28TH day of September 2015

**La Shawn R. Barber, RMC
Municipal Clerk**

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION 2015-122
RE: SETTING 2015 BOARD OF HEALTH MEETING DATE**

***W**HEREAS*, pursuant to the N.J.S.A. 10:4 ET. Seq. of the “*Open Public Meetings Act*” requires the advance notice of all meetings of the Township Committee of Tabernacle Township; and

WHEREAS, pursuant to N.J.S.A. 26:3-12, there shall be at least one (1) regular meeting conducted per year; and

WHEREAS, Tabernacle Board of Health Meetings shall be incorporated within the Township Committee Meetings at Tabernacle Town Hall, 163 Carranza Road, Tabernacle, NJ 08088.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Tabernacle Township, in the County of Burlington, State of New Jersey, hereby sets the 2015 Board of Health Meeting date be as follows: **December 14, 2015**

Date: September 28, 2015

**La Shawn R. Barber, RMC
Municipal Clerk**

Kimberly A. Brown, Mayor

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015

**La Shawn R. Barber, RMC
Municipal Clerk**

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION No. 2015-123
GRANTING RAFFLE LICENSES TO SENECA EAGLES BAND PARENTS
ASSOCIATION (SEBPA)**

WHEREAS, the **Seneca Eagles Band Parents Association** has filed applications with the Township Committee for raffle licenses to conduct raffles, and the applicant has paid the proper fees for said licenses; and

WHEREAS, the Township Committee of the Township of Tabernacle believes that said applicant is qualified to conduct the raffles are bona fide active members of said organization and that the raffle will be conducted in accordance with the New Jersey Administrative Code 13:47; and

WHEREAS, the following raffle licenses are requested on the dates and during the hours listed:

RA: 2015-16	SUPER 50/50 (OFF-PREMISE)	NOVEMBER 16, 2015 – NOVEMBER 26, 2015 DRAWING: NOVEMBER 26, 2015 * 10:00 A.M.
-------------	---------------------------	--

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

1. That the Township Committee hereby approves the issuance of the aforementioned raffle license.
2. That the Township Clerk is hereby authorized to issue said license on behalf of the Township of Tabernacle.

DATE: SEPTEMBER 28, 2015

LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

KIMBERLY A. BROWN
MAYOR

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28TH day of September 2015

La Shawn R. Barber, RMC
Municipal Clerk

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-124

**RE: AWARD OF CONTRACT FOR 2015 NJDOT MUNICIPAL AID
PROGRAM MEDFORD LAKES ROAD IMPROVEMENT – PHASE II**

WHEREAS, the Tabernacle Township Committee has received sealed proposals for work to be performed in connection with the 2015 NJDOT Municipal Aid Program for Phase II of Medford Lakes Road Improvements; and

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

WHEREAS, there has been public advertisement for bids and the Township Clerk has received and opened bids on September 17, 2015 at 10:00 P.M. for the purpose of awarding a contract for the aforementioned **Medford Lakes Road Improvements – Phase II** and has advised that a certain entity is the lowest qualified responsible bidder for said contract and has recommended that the Municipality award said contract or reject the bids within sixty (60) days as required by N.J.S.A. 10A: 11-4; and

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

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

1. That the Chief Financial Officer, based upon the aforementioned certificate, has declared that there are sufficient funds available for the aforesaid purpose, and that the Township Committee hereby directs that the hereinafter expenditure be charged against such funds.
2. That the Township Committee, for the aforementioned reasons, **hereby declares that American Asphalt Co., Inc. 100 Main Street, W. Collingswood Hgts., NJ 08059 is the lowest qualified bidder** for the aforementioned contract and hereby awards a contract to the said entity for the aforesaid purpose in the amount of **\$435,795.70** in accordance with the terms and conditions of the Bid Proposal, the Notice to Bidders and Specifications, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.
3. That the award to **American Asphalt Co., Inc.** is consistent with the legal requirements of the lowest responsible bidder, which conforms, to all specification requirements and applicable statutory provisions.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

4. That the Township Committee hereby directs the Township Clerk to return the bid securities to the following unsuccessful bidders in accordance with NJSA 40A: 11-4:

1	Arawak Paving Co., Inc., 7503 Weymouth Road, Hammonton, NJ 08037
2	A.E. Stone, Inc., 1435 Doughty Road, Egg Harbor Twp., NJ 08234
3	GWP Enterprises, Inc., 4344 Tuckahoe Road, PO Box 498 Franklinville, NJ 08322

5. That the Township Committee does hereby direct the Township Mayor and Clerk to execute any contract documents which are necessary to effectuate the terms of this Resolution which shall be prepared by or reviewed by the Office of the Township Attorney.

DATE: September 28, 2015

Kimberly A. Brown, Brown

**La Shawn R. Barber, RMC/CMR
Municipal Clerk**

I, La Shawn R. Barber, Clerk of Tabernacle Township hereby certify that the forgoing is a true copy of a Resolution duly adopted by the Governing Body of the Township of Tabernacle, County of Burlington, and State of New Jersey, held this 28th day of September, 2015.

La Shawn R. Barber, RMC/CMR

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION NO. 2015-125

A RESOLUTION AUTHORIZING TABERNACLE TOWNSHIP TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BURLINGTON

WHEREAS, the Burlington County Board of Chosen Freeholders (hereinafter the "Board") recognizes the need to provide residents of the County and its various townships with appropriate cost savings measures and opportunities for the benefit of all residents of the County; and

WHEREAS, Tabernacle Township has requested that Burlington County, through the Burlington County Department of Public Safety, Division of Central Communications, allow for routing of Central Communications and "911" calls through the Burlington County Office of Emergency Management which services are paid for and administered by Burlington County; and

WHEREAS, the County and Tabernacle Township would maintain the mutual responsibilities as detailed in the attached Shared Services Agreement between the parties for the period through July 31, 2020; and

WHEREAS, the Township of Tabernacle evidences its desire to enter into such Agreement through passage of this resolution; and

WHEREAS, the County and Tabernacle Township are authorized by the "Shared Services Act", N.J.S.A. 40A:65-4, et seq. to enter into any contract with joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

WHEREAS, the parties have agreed to participate as documented in the Shared Services Agreement between the County of Burlington and Tabernacle Township establishing the respective rights and obligations of the parties regarding this Shared Services Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Township of Tabernacle that:

1. The attached Shared Services Agreement between Burlington County Department of Public Safety, Division of Central Communications and Tabernacle Township for utilization of the Burlington County Department of Public Safety, Division of Central Communications/911 call service shall be effective through July 31, 2020.
2. The Mayor of Tabernacle Township is hereby authorized to sign, seal, execute and witness/attest the Agreement.
3. The Mayor and Municipal Clerk are authorized to take any action necessary to implement the terms of the Shared Services Agreement.
4. The term of this Agreement shall be for a period of five (5) years **terminating July 31, 2020**.
5. All terms, conditions and responsibilities between the parties as detailed in the attached Shared Services Agreement shall remain in full force and effect.

DATE: SEPTEMBER 28, 2015

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**

KIMBERLY A. BROWN, MAYOR

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015.

La Shawn R. Barber, RMC, Municipal Clerk

**SHARED SERVICES AGREEMENT
BETWEEN
THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON
AND
TOWNSHIP OF TABERNACLE**

THIS AGREEMENT made this 28th day of September, 2015, by and between the Board of Chosen Freeholders of the COUNTY OF BURLINGTON, a body corporate and politic of the State of New Jersey, having its principal offices located at 49 Rancocas Road, Mount Holly, NJ (hereinafter referred to as "County") and the **Township of Tabernacle** in the County of Burlington, a municipal corporation of the State of New Jersey, having its principal offices located at 163 Carranza Road, Tabernacle, Burlington County, New Jersey 08088 (hereinafter referred to as "Entity"); and

WITNESSETH:

WHEREAS, the County has been requested by the Entity by letter of September 28, 2015 attached hereto as Schedule "A" to assume responsibility for Entity's Central Communications/"911 calls" through Burlington County, Public Safety Department, Division of Central Communications; and

WHEREAS, the County has determined that a combination of Entity's request will serve as a cost savings measure through this cost sharing arrangement between County and Entity; and

WHEREAS, the County believes that providing this service to Entity will result in no detriment to the County Central Communications system and will ultimately provide a benefit to all residents of Burlington County; and

WHEREAS, such accommodation can be made to Entity pursuant to these specific terms and conditions of this Agreement; and

WHEREAS, it is the desire of the Entity and the County to enter into this agreement in order to clearly define the responsibilities and obligations of the County and the Entity in connection with the project;

WHEREAS, in order to facilitate such Agreement and allow such use, the County received the approval of Entity's participation in this Shared Services Agreement through passage of Entity **Resolution 2015-125** as authorization by Entity on September 28, 2015.

WHEREAS, the Entity has agreed to provide all indemnification and insurance requirements as requested by the County; and

WHEREAS, the County has consented to participate in this Shared Services Agreement as evidenced by the Freeholder Board's adoption of Resolution No. 2015-00425 as dated July 8, 2015 attached hereto as Schedule "C";

NOW, THEREFORE, and in consideration the County and the Entity agree as follows:

ENTITY RESPONSIBILITIES AND OBLIGATIONS

1. Entity shall provide all information and technological services to County as requested by County in order to facilitate a smooth transition of services from Entity to County.

2. Entity shall, upon request by County, provide at no charge needed facility space (within Entity's borders) to County, on an "as needed" basis, should County decide to rotate amongst facilities for Emergency Management, training, or other exercise purposes.

a. Entity shall, upon request by County, provide at no charge appropriate space on any Entity facility (i.e. roof, co-location on existing tower, water tower, etc.) for location of County equipment (i.e. antennae, dish, etc.) and/or provision of vacant space for construction by County of any needed tower, equipment, dish, etc. Provision of such space shall be made by Entity to County at no cost to County.

3. Entity shall provide such services, on an "as needed" basis to County at no

additional cost or expense pursuant to this Agreement.

4. Entity shall indemnify and hold harmless the County from any and all claim, liability or loss suffered by Entity or by County or by third persons arising as a result of the implementation of the County assuming responsibility of Entity's Central Communications/911 calls including but not limited to reasonable attorneys fees and court costs provided that such claim, liability or loss does not result from the negligent nor tortuous acts or omissions of the County, or its employees, agents or subcontractors.

5. Entity shall provide proof of commercial/general liability showing the limits of Entity's insurance. Such certificate shall be issued to the Burlington County Risk Manager at 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060.

6. The parties hereto may modify and/or amend the obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

B. COUNTY RESPONSIBILITIES AND OBLIGATIONS

The County agrees to:

1. Take any and all actions necessary to assist Township with implementation of the referenced Shared Services Agreement.

2. The County agrees to provide to the Entity routing of Central Communications/911 calls through the County's Office of Public Safety Services which processes shall be coordinated between the parties.

3. The parties hereto may modify and/or amend all obligations and duties set forth in this agreement, by mutual consent, set down in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed, attested and sealed by their respective and duly authorized officials on the date and year first written above.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

Attest: _____
Eve A. Cullinan
County Administrator

By: _____
Mary Ann O'Brien
Freeholder Director

(SEAL)

ENTITY

Attest: _____
La Shawn R. Barber, RMC
Municipal Clerk

By: _____
Kimberly A. Brown, Mayor

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this _____ day of _____, 2015 before me the subscriber, personally appeared _____, by me duly sworn on his/her oath depose and make proof to my satisfaction, that she is the Municipal Clerk of the Entity in the County of Burlington, the Entity named in the within instrument; that La Shawn R. Barber is the Municipal Clerk of said Entity; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Council of said Entity; that deponent well knows the official seal of said Entity; and the official seal affixed to said instrument signed and delivered by said Municipal Clerk, as and for her voluntary act and deed and as for the voluntary act and deed of said Entity, in presence of deponent, who thereupon subscribed her name thereto as witness.

(Entity) Municipal Clerk

Sworn and Subscribed to

Before me this _____ day

of _____ 2015.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-126

RE: APPROVING STREET OPENING PERMIT FOR SOUTH JERSEY GAS COMPANY.

WHEREAS, South Jersey Gas Company, Rt. 54 Folsom, New Jersey 08034 has applied for a street opening permit for installing gas main at the following locations of Tabernacle Township:

- 190 Carranza Road, Block 1201, Lot 29.02; and

WHEREAS, the Township Engineer reviewed said application and schematic for approval of this installation and recommends that a permit be issued with these following stipulations and this permit will be contingent upon all fees and permits paid and bonds posted as required in Tabernacle Township General Code Ordinances.

WHEREAS, this resolution and the street opening authorized herein are specifically conditioned upon the applicant meeting the following requirements.

1. The Township Engineer shall be notified at least 48 hours in advance on any construction.
2. All asphalt paving openings must be restored with the following specification:
 - a. Two inch (2") thick, Hot Mixed Asphalt (HMA) 9.5M64, which replaces the Marshall mix design, top course. All top course paving must be completed 48 hours after installing stabilized base paving.
 - b. Six inch (6") thick, HMA 19M64, stabilized base course.
 - c. 20:1 sand/cement subbase.
 - d. Provide tack coat on all surfaces before paving.
3. All non-asphalt pavement restorations (i.e. lawns, etc.) shall be completed within 30 days. All lawns shall be restored with sod. The Township Engineer shall approve all other restorations.
4. Inspection escrow must be posted with the Township before start of construction.
5. The applicant must provide all outside agency approvals, as required.
6. SJG contractor will notify all residents along proposed pipeline path prior to construction start. Along with this notification, homeowners will be asked to notify the contractor of any items of concern that relate to their property (underground private structures such as sprinklers, property markers, septic and wells, etc.) along with landscaped areas.
7. SJG Contractor will attempt to meet with residents during the construction project to address concerns they might have.
8. SJG contractor will videotape area where pipeline is to be installed prior to construction start for documentation purposes.
9. Proposed pipeline will be installed by a combination of bore, plow and open-cut methods. Bore and plow are the preferred means of construction, but when open cutting of trenches occurs during construction of the project, the contractor will make every effort to keep disturbance to a minimum.
10. SJG contractor will restore all areas disturbed to same conditions and all non-vegetated areas must be reseeded.
11. All Township roads and paved driveways must use bore method of installation.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-127

RE: APPROVING STREET OPENING PERMIT FOR SOUTH JERSEY GAS COMPANY.

WHEREAS, South Jersey Gas Company, Rt. 54 Folsom, New Jersey 08034 has applied for a street opening permit for installing gas main at the following locations of Tabernacle Township:

- 139 Brace Lane, Block 1201, Lot 19.01; and

WHEREAS, the Township Engineer reviewed said application and schematic for approval of this installation and recommends that a permit be issued with these following stipulations and this permit will be contingent upon all fees and permits paid and bonds posted as required in Tabernacle Township General Code Ordinances.

WHEREAS, this resolution and the street opening authorized herein are specifically conditioned upon the applicant meeting the following requirements.

1. The Township Engineer shall be notified at least 48 hours in advance on any construction.
2. All asphalt paving openings must be restored with the following specification:
 - a. Two inch (2") thick, Hot Mixed Asphalt (HMA) 9.5M64, which replaces the Marshall mix design, top course. All top course paving must be completed 48 hours after installing stabilized base paving.
 - b. Six inch (6") thick, HMA 19M64, stabilized base course.
 - c. 20:1 sand/cement subbase.
 - d. Provide tack coat on all surfaces before paving.
3. All non-asphalt pavement restorations (i.e. lawns, etc.) shall be completed within 30 days. All lawns shall be restored with sod. The Township Engineer shall approve all other restorations.
4. Inspection escrow must be posted with the Township before start of construction.
5. The applicant must provide all outside agency approvals, as required.
6. SJG contractor will notify all residents along proposed pipeline path prior to construction start. Along with this notification, homeowners will be asked to notify the contractor of any items of concern that relate to their property (underground private structures such as sprinklers, property markers, septic and wells, etc.) along with landscaped areas.
7. SJG Contractor will attempt to meet with residents during the construction project to address concerns they might have.
8. SJG contractor will videotape area where pipeline is to be installed prior to construction start for documentation purposes.
9. Proposed pipeline will be installed by a combination of bore, plow and open-cut methods. Bore and plow are the preferred means of construction, but when open cutting of trenches occurs during construction of the project, the contractor will make every effort to keep disturbance to a minimum.
10. SJG contractor will restore all areas disturbed to same conditions and all non-vegetated areas must be reseeded.
11. All Township roads and paved driveways must use bore method of installation.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-128

RE: APPROVING STREET OPENING PERMIT FOR SOUTH JERSEY GAS COMPANY.

WHEREAS, South Jersey Gas Company, Rt. 54 Folsom, New Jersey 08034 has applied for a street opening permit for installing gas main at the following locations of Tabernacle Township:

- 48 Oak Leaf Court, Block 812, Lot 6; and

WHEREAS, the Township Engineer reviewed said application and schematic for approval of this installation and recommends that a permit be issued with these following stipulations and this permit will be contingent upon all fees and permits paid and bonds posted as required in Tabernacle Township General Code Ordinances.

WHEREAS, this resolution and the street opening authorized herein are specifically conditioned upon the applicant meeting the following requirements.

1. The Township Engineer shall be notified at least 48 hours in advance on any construction.
2. All asphalt paving openings must be restored with the following specification:
 - a. Two inch (2") thick, Hot Mixed Asphalt (HMA) 9.5M64, which replaces the Marshall mix design, top course. All top course paving must be completed 48 hours after installing stabilized base paving.
 - b. Six inch (6") thick, HMA 19M64, stabilized base course.
 - c. 20:1 sand/cement subbase.
 - d. Provide tack coat on all surfaces before paving.
3. All non-asphalt pavement restorations (i.e. lawns, etc.) shall be completed within 30 days. All lawns shall be restored with sod. The Township Engineer shall approve all other restorations.
4. Inspection escrow must be posted with the Township before start of construction.
5. The applicant must provide all outside agency approvals, as required.
6. SJG contractor will notify all residents along proposed pipeline path prior to construction start. Along with this notification, homeowners will be asked to notify the contractor of any items of concern that relate to their property (underground private structures such as sprinklers, property markers, septic and wells, etc.) along with landscaped areas.
7. SJG Contractor will attempt to meet with residents during the construction project to address concerns they might have.
8. SJG contractor will videotape area where pipeline is to be installed prior to construction start for documentation purposes.
9. Proposed pipeline will be installed by a combination of bore, plow and open-cut methods. Bore and plow are the preferred means of construction, but when open cutting of trenches occurs during construction of the project, the contractor will make every effort to keep disturbance to a minimum.
10. SJG contractor will restore all areas disturbed to same conditions and all non-vegetated areas must be reseeded.
11. All Township roads and paved driveways must use bore method of installation.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Tabernacle Township, in the County of Burlington, State of New Jersey, hereby approves said application of a street opening permit for installation of gas service.

BE IT FURTHER RESOLVED that this resolution and the street opening authorized herein is specifically conditioned upon the applicant installing all pipelines under private paved driveways and public streets by boring under the private paved driveways and public streets. The applicant is not authorized to install pipeline by openly trenching through paved private driveways located in the right of way and/or public utility easement nor through public streets.

DATE: September 28, 2015

KIMBERLY A. BROWN, MAYOR

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015.

**La Shawn R. Barber, RMC
Municipal Clerk**

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-129

RE: APPROVING STREET OPENING PERMIT FOR SOUTH JERSEY GAS COMPANY.

WHEREAS, South Jersey Gas Company, Rt. 54 Folsom, New Jersey 08034 has applied for a street opening permit for installing gas main at the following locations of Tabernacle Township:

- **3 Horseshoe Court, Block 808, Lot 17;** and

WHEREAS, the Township Engineer reviewed said application and schematic for approval of this installation and recommends that a permit be issued with these following stipulations and this permit will be contingent upon all fees and permits paid and bonds posted as required in Tabernacle Township General Code Ordinances.

WHEREAS, this resolution and the street opening authorized herein are specifically conditioned upon the applicant meeting the following requirements.

1. The Township Engineer shall be notified at least 48 hours in advance on any construction.
2. All asphalt paving openings must be restored with the following specification:
 - a. Two inch (2") thick, Hot Mixed Asphalt (HMA) 9.5M64, which replaces the Marshall mix design, top course. All top course paving must be completed 48 hours after installing stabilized base paving.
 - b. Six inch (6") thick, HMA 19M64, stabilized base course.
 - c. 20:1 sand/cement subbase.
 - d. Provide tack coat on all surfaces before paving.
3. All non-asphalt pavement restorations (i.e. lawns, etc.) shall be completed within 30 days. All lawns shall be restored with sod. The Township Engineer shall approve all other restorations.
4. Inspection escrow must be posted with the Township before start of construction.
5. The applicant must provide all outside agency approvals, as required.
6. SJG contractor will notify all residents along proposed pipeline path prior to construction start. Along with this notification, homeowners will be asked to notify the contractor of any items of concern that relate to their property (underground private structures such as sprinklers, property markers, septic and wells, etc.) along with landscaped areas.
7. SJG Contractor will attempt to meet with residents during the construction project to address concerns they might have.
8. SJG contractor will videotape area where pipeline is to be installed prior to construction start for documentation purposes.
9. Proposed pipeline will be installed by a combination of bore, plow and open-cut methods. Bore and plow are the preferred means of construction, but when open cutting of trenches occurs during construction of the project, the contractor will make every effort to keep disturbance to a minimum.
10. SJG contractor will restore all areas disturbed to same conditions and all non-vegetated areas must be reseeded.
11. All Township roads and paved driveways must use bore method of installation.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Tabernacle Township, in the County of Burlington, State of New Jersey, hereby approves said application of a street opening permit for installation of gas service.

BE IT FURTHER RESOLVED that this resolution and the street opening authorized herein is specifically conditioned upon the applicant installing all pipelines under private paved driveways and public streets by boring under the private paved driveways and public streets. The applicant is not authorized to install pipeline by openly trenching through paved private driveways located in the right of way and/or public utility easement nor through public streets.

DATE: September 28, 2015

KIMBERLY A. BROWN, MAYOR

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015.

**La Shawn R. Barber, RMC
Municipal Clerk**

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-130

RE: APPROVING STREET OPENING PERMIT FOR SOUTH JERSEY GAS COMPANY.

WHEREAS, South Jersey Gas Company, Rt. 54 Folsom, New Jersey 08034 has applied for a street opening permit for installing gas main at the following locations of Tabernacle Township:

- 240 Ashley Way, Block 1306, Lot 8; and

WHEREAS, the Township Engineer reviewed said application and schematic for approval of this installation and recommends that a permit be issued with these following stipulations and this permit will be contingent upon all fees and permits paid and bonds posted as required in Tabernacle Township General Code Ordinances.

WHEREAS, this resolution and the street opening authorized herein are specifically conditioned upon the applicant meeting the following requirements.

1. The Township Engineer shall be notified at least 48 hours in advance on any construction.
2. All asphalt paving openings must be restored with the following specification:
 - a. Two inch (2") thick, Hot Mixed Asphalt (HMA) 9.5M64, which replaces the Marshall mix design, top course. All top course paving must be completed 48 hours after installing stabilized base paving.
 - b. Six inch (6") thick, HMA 19M64, stabilized base course.
 - c. 20:1 sand/cement subbase.
 - d. Provide tack coat on all surfaces before paving.
3. All non-asphalt pavement restorations (i.e. lawns, etc.) shall be completed within 30 days. All lawns shall be restored with sod. The Township Engineer shall approve all other restorations.
4. Inspection escrow must be posted with the Township before start of construction.
5. The applicant must provide all outside agency approvals, as required.
6. SJG contractor will notify all residents along proposed pipeline path prior to construction start. Along with this notification, homeowners will be asked to notify the contractor of any items of concern that relate to their property (underground private structures such as sprinklers, property markers, septic and wells, etc.) along with landscaped areas.
7. SJG Contractor will attempt to meet with residents during the construction project to address concerns they might have.
8. SJG contractor will videotape area where pipeline is to be installed prior to construction start for documentation purposes.
9. Proposed pipeline will be installed by a combination of bore, plow and open-cut methods. Bore and plow are the preferred means of construction, but when open cutting of trenches occurs during construction of the project, the contractor will make every effort to keep disturbance to a minimum.
10. SJG contractor will restore all areas disturbed to same conditions and all non-vegetated areas must be reseeded.
11. All Township roads and paved driveways must use bore method of installation.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-131

RE: APPROVING STREET OPENING PERMIT FOR SOUTH JERSEY GAS COMPANY.

WHEREAS, South Jersey Gas Company, Rt. 54 Folsom, New Jersey 08034 has applied for a street opening permit for installing gas main at the following locations of Tabernacle Township:

- **36 North Drive, Block 810, Lot 17;** and

WHEREAS, the Township Engineer reviewed said application and schematic for approval of this installation and recommends that a permit be issued with these following stipulations and this permit will be contingent upon all fees and permits paid and bonds posted as required in Tabernacle Township General Code Ordinances.

WHEREAS, this resolution and the street opening authorized herein are specifically conditioned upon the applicant meeting the following requirements.

1. The Township Engineer shall be notified at least 48 hours in advance on any construction.
2. All asphalt paving openings must be restored with the following specification:
 - a. Two inch (2") thick, Hot Mixed Asphalt (HMA) 9.5M64, which replaces the Marshall mix design, top course. All top course paving must be completed 48 hours after installing stabilized base paving.
 - b. Six inch (6") thick, HMA 19M64, stabilized base course.
 - c. 20:1 sand/cement subbase.
 - d. Provide tack coat on all surfaces before paving.
3. All non-asphalt pavement restorations (i.e. lawns, etc.) shall be completed within 30 days. All lawns shall be restored with sod. The Township Engineer shall approve all other restorations.
4. Inspection escrow must be posted with the Township before start of construction.
5. The applicant must provide all outside agency approvals, as required.
6. SJG contractor will notify all residents along proposed pipeline path prior to construction start. Along with this notification, homeowners will be asked to notify the contractor of any items of concern that relate to their property (underground private structures such as sprinklers, property markers, septic and wells, etc.) along with landscaped areas.
7. SJG Contractor will attempt to meet with residents during the construction project to address concerns they might have.
8. SJG contractor will videotape area where pipeline is to be installed prior to construction start for documentation purposes.
9. Proposed pipeline will be installed by a combination of bore, plow and open-cut methods. Bore and plow are the preferred means of construction, but when open cutting of trenches occurs during construction of the project, the contractor will make every effort to keep disturbance to a minimum.
10. SJG contractor will restore all areas disturbed to same conditions and all non-vegetated areas must be reseeded.
11. All Township roads and paved driveways must use bore method of installation.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Tabernacle Township, in the County of Burlington, State of New Jersey, hereby approves said application of a street opening permit for installation of gas service.

BE IT FURTHER RESOLVED that this resolution and the street opening authorized herein is specifically conditioned upon the applicant installing all pipelines under private paved driveways and public streets by boring under the private paved driveways and public streets. The applicant is not authorized to install pipeline by openly trenching through paved private driveways located in the right of way and/or public utility easement nor through public streets.

DATE: September 28, 2015

KIMBERLY A. BROWN, MAYOR

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015.

**La Shawn R. Barber, RMC
Municipal Clerk**

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-132

RE: APPROVING STREET OPENING PERMIT FOR SOUTH JERSEY GAS COMPANY.

WHEREAS, South Jersey Gas Company, Rt. 54 Folsom, New Jersey 08034 has applied for a street opening permit for installing gas main at the following locations of Tabernacle Township:

- 15 Anne Drive, Block 309, Lot 22; and

WHEREAS, the Township Engineer reviewed said application and schematic for approval of this installation and recommends that a permit be issued with these following stipulations and this permit will be contingent upon all fees and permits paid and bonds posted as required in Tabernacle Township General Code Ordinances.

WHEREAS, this resolution and the street opening authorized herein are specifically conditioned upon the applicant meeting the following requirements.

The Township Engineer shall be notified at least 48 hours in advance on any construction.

1. All asphalt paving openings must be restored with the following specification:
 - a. Two inch (2") thick, Hot Mixed Asphalt (HMA) 9.5M64, which replaces the Marshall mix design, top course. All top course paving must be completed 48 hours after installing stabilized base paving.
 - b. Six inch (6") thick, HMA 19M64, stabilized base course.
 - c. 20:1 sand/cement subbase.
 - d. Provide tack coat on all surfaces before paving.
2. All non-asphalt pavement restorations (i.e. lawns, etc.) shall be completed within 30 days. All lawns shall be restored with sod. The Township Engineer shall approve all other restorations.
3. Inspection escrow must be posted with the Township before start of construction.
4. The applicant must provide all outside agency approvals, as required.
5. SJG contractor will notify all residents along proposed pipeline path prior to construction start. Along with this notification, homeowners will be asked to notify the contractor of any items of concern that relate to their property (underground private structures such as sprinklers, property markers, septic and wells, etc.) along with landscaped areas.
6. SJG Contractor will attempt to meet with residents during the construction project to address concerns they might have.
7. SJG contractor will videotape area where pipeline is to be installed prior to construction start for documentation purposes.
8. Proposed pipeline will be installed by a combination of bore, plow and open-cut methods. Bore and plow are the preferred means of construction, but when open cutting of trenches occurs during construction of the project, the contractor will make every effort to keep disturbance to a minimum.
9. SJG contractor will restore all areas disturbed to same conditions and all non-vegetated areas must be reseeded.
10. All Township roads and paved driveways must use bore method of installation.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Tabernacle Township, in the County of Burlington, State of New Jersey, hereby approves said application of a street opening permit for installation of gas service.

BE IT FURTHER RESOLVED that this resolution and the street opening authorized herein is specifically conditioned upon the applicant installing all pipelines under private paved driveways and public streets by boring under the private paved driveways and public streets. The applicant is not authorized to install pipeline by openly trenching through paved private driveways located in the right of way and/or public utility easement nor through public streets.

DATE: September 28, 2015

KIMBERLY A. BROWN, MAYOR

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015.

**La Shawn R. Barber, RMC
Municipal Clerk**

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-133

**RE: AWARD OF CONTRACT FOR 2015 LOCAL ROAD PROGRAM –
LAKEVIEW DRIVE AND SPRING DRIVE ROAD IMPROVEMENTS**

WHEREAS, the Tabernacle Township Committee has received sealed proposals for work to be performed in connection with the 2015 Local Road Program for Lakeview Drive and Spring Drive Road Improvements; and

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

WHEREAS, there has been public advertisement for bids and the Township Clerk has received and opened bids on September 23, 2015 at 10:00 P.M. for the purpose of awarding a contract for the aforementioned **Lakeview Drive and Spring Drive Road Improvements** and has advised that a certain entity is the lowest qualified responsible bidder for said contract and has recommended that the Municipality award said contract or reject the bids within sixty (60) days as required by N.J.S.A. 10A: 11-4; and

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

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

1. That the Chief Financial Officer, based upon the aforementioned certificate, has declared that there are sufficient funds available for the aforesaid purpose, and that the Township Committee hereby directs that the hereinafter expenditure be charged against such funds.
2. That the Township Committee, for the aforementioned reasons, **hereby declares that Arawak Paving Co., Inc., 7503 Weymouth Road, Hammonton, NJ 08037 is the lowest qualified bidder** for the aforementioned contract and hereby awards a contract to the said entity for the aforesaid purpose in the amount of **\$205,700.00** in accordance with the terms and conditions of the Bid Proposal, the Notice to Bidders and Specifications, copies of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.
3. That the award to **Arawak Paving Co., Inc.** is consistent with the legal requirements of the lowest responsible bidder, which conforms, to all specification requirements and applicable statutory provisions.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

4. That the Township Committee hereby directs the Township Clerk to return the bid securities to the following unsuccessful bidders in accordance with NJSA 40A: 11-4:

1	Dimeglio Construction Co., 594 White Horse Pike, Atco, NJ 08004
2	American Asphalt Co., Inc., 100 Main Street, W. Collingswood Hgts., NJ 08059
3	DSC Construction, Inc., 308 Lexington Avenue, Bayville, NJ 08721

5. That the Township Committee does hereby direct the Township Mayor and Clerk to execute any contract documents which are necessary to effectuate the terms of this Resolution which shall be prepared by or reviewed by the Office of the Township Attorney.

DATE: September 28, 2015

Kimberly A. Brown, Brown

**La Shawn R. Barber, RMC/CMR
Municipal Clerk**

I, La Shawn R. Barber, Clerk of Tabernacle Township hereby certify that the forgoing is a true copy of a Resolution duly adopted by the Governing Body of the Township of Tabernacle, County of Burlington, and State of New Jersey, held this 28th day of September, 2015.

La Shawn R. Barber, RMC/CMR

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION 2015-134

**A RESOLUTION OF THE TABERNACLE TOWNSHIP COMMITTEE
AUTHORIZING THE PLACEMENT OF TEMPORARY SIGNS IN THE PUBLIC
RIGHT OF WAY FOR TABERNACLE COMMUNITY FESTIVAL 2015**

WHEREAS, a request has been made for permission to place temporary signage in the public right of way associated with certain Township roads for the week of **September 28th through October 3rd, 2015**; and

WHEREAS, the request has been made by the BSA Cub Scouts Pack 439 and Education Foundation of Tabernacle in order to promote the upcoming Tabernacle Community Festival 2015 **which will take place on October 4th**; and

WHEREAS, the Township Committee is desirous of assisting the BSA Cub Scouts Pack 439 and Education Foundation of Tabernacle in promoting this beneficial activity.

NOW, THEREFORE, BE IT RESOLVED, that the Tabernacle Township Committee, in the County of Burlington, State of New Jersey, does hereby temporarily suspend the zoning regulations prohibiting such signage included in Tabernacle revised Ordinances Chapter 17 Section 22.12 "Off Site Commercial Advertising Signs."

The Township Committee further hereby authorizes the BSA Cub Scouts Pack 439 and Education Foundation of Tabernacle to place temporary signage in the public right of way and along Tabernacle public roads promoting the upcoming Tabernacle Community Festival 2015 event as aforementioned under the following conditions:

1. All signs shall be placed at least 6' off of any paved road surface and shall be placed in the public right of way with adult supervision.
2. All temporary **signs shall be removed within 5 days** after conclusion of the event.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Construction Official, BSA Cub Scouts Pack 439 and Education Foundation of Tabernacle.

Dated: September 28, 2015

LA SHAWN R. BARBER, RMC
TOWNSHIP CLERK

KIMBERLY A. BROWN, MAYOR

TABERNACLE COMMUNITY FALL FESTIVAL 2015

OCTOBER 4, 2015

10:00-5:00 (RUN 9:00)

SENECA HIGH SCHOOL
110 CARRANZA RD.



HOSTED BY: CUB SCOUT PACK 439

AND

EDUCATION FOUNDATION OF TABERNACLE

Food
Trucks

Play Zone



Craft
Show

Car Show
Car show prizes
and awards:

5K Run for Education

1 MILE KIDS FUN RUN

For 5K Registration form visit:

www.educationfoundationtabtwp.com

- Fan Favorite
- Scout Favorite
- Show Participant Favorite!

Games

FUN FOR ALL!

Touch a Truck



**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION 2015-135
AUTHORIZING TO SOLICIT BIDS FOR 39000 GVW DUMP TRUCK
WITH PLOW / SANDER / SPRAY SYSTEM**

WHEREAS, it is the desire of the Township of Tabernacle to receive sealed bids for a **39000 GVW Dump Truck with Plow, Sander and Spray System** for the Department of Public Works; and

WHEREAS, specifications and public advertising for bids on behalf of the Township of Tabernacle shall be made in accordance with NJSA 40A: 11-13; and

WHEREAS, sealed bids will be received by the Township Clerk on behalf of the Township of Tabernacle.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Tabernacle Township, in the County of Burlington, State of New Jersey hereby authorizes the Township Administrator to solicit bids for a **39000 GVW Dump Truck with Plow, Sander and Spray System** for use in the Department of Public Works.

BE IT FURTHER RESOLVED that advertisement shall be made in the official newspaper where sealed bids will be received and opened at Tabernacle Town Hall.

Date: SEPTEMBER 28, 2015

KIMBERLY A. BROWN, MAYOR

**LA SHAWN R. BARBER
MUNICIPAL CLERK**

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015.

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION 2015-136
AUTHORIZING TO SOLICIT BIDS FOR 19000 GVW 4WD DUMP
TRUCK WITH PLOW / SANDER / SPRAY SYSTEM**

WHEREAS, it is the desire of the Township of Tabernacle to receive sealed bids for a **19000 GVW 4WD Dump Truck with Plow, Sander and Spray System** for the Department of Public Works; and

WHEREAS, specifications and public advertising for bids on behalf of the Township of Tabernacle shall be made in accordance with NJSA 40A: 11-13; and

WHEREAS, sealed bids will be received by the Township Clerk on behalf of the Township of Tabernacle.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Tabernacle Township, in the County of Burlington, State of New Jersey hereby authorizes the Township Administrator to solicit bids for a **19000 GVW 4WD Dump Truck with Plow, Sander and Spray System** for use in the Department of Public Works.

BE IT FURTHER RESOLVED that advertisement shall be made in the official newspaper where sealed bids will be received and opened at Tabernacle Town Hall.

Date: SEPTEMBER 28, 2015

KIMBERLY A. BROWN, MAYOR

**LA SHAWN R. BARBER
MUNICIPAL CLERK**

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015.

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

RESOLUTION #2015-137

A RESOLUTION OF THE TABERNACLE TOWNSHIP COMMITTEE ADOPTING CHANGE ORDER NO. 1 TO A CONTRACT BETWEEN THE TOWNSHIP OF TABERNACLE AND MAC-ROSE CONTRACTORS FOR THE 2015 PARK IMPROVEMENTS.

WHEREAS, on June 22, 2015 Tabernacle Township awarded a contract for the 2015 Park Improvements at Patty Bowker and Prickett's Mill Parks Project in the amount of \$87,050.00 at which the award of contract went to Mac-Rose Contractors, Inc.; and

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

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

WHEREAS, The Administrator and 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: \$87,050.00
- Total Change Amount: \$ 1,316.00
- **Adjustment Based on Change Order No. 1:** **\$88,366.00**

WHEREAS, the adjusted amount of this contract based upon Change Order No. 1 is **\$88,366.000**.

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 Mac-Rose Contractors, 85 Ridge Road, Browns Mills, NJ 08015 is hereby authorized by the Township; and
2. The Mayor is hereby authorized and directed to execute Change Order No. 1.

DATE: September 28, 2015

Kimberly A. Brown, Mayor

**La Shawn R. Barber, RMC
Municipal Clerk**

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
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 28th day of September 2015.

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**