

**Borough of Elmer Minutes****July 12, 2017**

**CALL TO ORDER:** A Regular Meeting of the Borough Council convened in the Borough Hall at 7:30 p.m. with Mayor Stemberger presiding.

**FLAG SALUTE AND INVOCATION:** Invocation was given by Mayor Stemberger, followed by the pledge of allegiance. Mayor Stemberger noted that adequate notice of the meeting was provided pursuant to the Open Public Meetings Act.

**ROLL CALL:** Council Members Schneider, Nolan, Richards, Schalick, Zee, and Mayor Stemberger answered to the roll call. Council Member Davis was absent. Also present were Solicitor Duffield, Chief Financial Officer Strang, Police Chief Patrick Bryan, Tax Assessor Duffield, Engineer Gaskill, Assistant Water Superintendent Richards, and members of the Building Committee of the Greater Elmer Area Historical society, and other members of the audience.

**APPROVAL OF MINUTES:** Motion Zee second Nolan to approve the minutes from the Council Meeting held on June 14, 2017, and to dispense with the reading of the minutes.

Roll Call: Ayes: Schneider, Schalick, Zee, Stemberger; Nays: None. Abstain: Richards, Nolan. Motion carried.

**PUBLIC SESSION:** Motion Zee second Nolan to open the public portion of the meeting. All were in favor and the motion carried.

The Greater Elmer Area Historical Society President Bonny Beth Elwell of 775 Route 40, Monroeville, handed out and read a proposal requesting the use of Borough owned Water Works property on the Broad Street side for the installation of a storage shed. All costs would be covered by the Historical Society. Council Members discussed the proposal and the following resolution was proposed by Solicitor Duffield:

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF  
ELMER AUTHORIZING THE GREATER ELMER AREA HISTORICAL SOCIETY  
TO LOCATE A STORAGE SHED ON BOROUGH PROPERTY**

**Number 80-17**

**WHEREAS,** the Borough of Elmer owns public property located at Broad Street, and identified on the Municipal Tax Map as Block 18, Lot 6; and

**WHEREAS,** The Greater Elmer Area Historical Society is seeking a temporary location to place a storage shed which contains a collection of local historical artifacts, documents, photographs, etc.; and

**WHEREAS,** the storage shed is anticipated not to exceed 14' x 40' in size; and

**WHEREAS,** the Borough Council has determined that the temporary location of the Greater Elmer Area Historical Society storage shed promotes a public purpose, and is in the best interest of the residents of the Borough of Elmer.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Elmer, County of Salem and State of New Jersey that The Greater Elmer Area Historical Society's placement of a storage shed on Borough property located at Broad Street, and identified on the Municipal Tax Map as Block18, Lot 6 is hereby authorized subject to the following conditions:

- 1) The Greater Elmer Area Historical Society provide the Borough Council with a copy of a Certificate of Insurance identifying the Borough of Elmer as "Additional Insured" and "Certificate Holder"; and

- 2) The Greater Elmer Area Historical Society indemnifies and holds harmless the Borough of Elmer for any damages or claims, directly or indirectly, relating to the placement of the storage shed on Borough property.

Motion Zee second Schalick to approve Resolution 80-17.

Roll Call: Ayes: Schneider, Nolan, Richards, Schalick, Zee; Nays: None; Absent: Davis. Motion carried.

Motion Zee second Nolan to close the public portion of the meeting. All were in favor and motion carried.

**PRESENTATION**

The Mayor called up retiring Tax Assessor Roy Duffield and read the following resolution:

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF ELMER,  
COUNTY OF SALEM, STATE OF NEW JERSEY,  
RECOGNIZING THE BOROUGH’S TAX ASSESSOR ROY A. DUFFIELD**

**Number 76-17**

**WHEREAS**, Roy A. Duffield began his Tax Assessor career with the Borough of Elmer on January 1, 2009; and

**WHEREAS**, Roy A. Duffield has requested retirement effective July 31, 2017; and

**WHEREAS**, Roy A. Duffield has always worked diligently to provide outstanding service to the Borough Council and residents of the Borough of Elmer; and

**WHEREAS**, the Mayor and Borough Council of the Borough of Elmer, by this resolution, wishes to express its great appreciation to Roy A. Duffield for his service, loyalty, and dedication to the Borough of Elmer and its citizens; and

**WHEREAS**, the Mayor, Council, and residents of the Borough of Elmer appreciate and hereby recognize Roy A. Duffield’s distinguished career with the Borough of Elmer.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the members of the governing body of the Borough of Elmer, County of Salem, State of New Jersey, take this opportunity to express our sincere thanks and appreciation, and hereby extend to Roy A. Duffield our congratulations on his well-earned retirement, and best wishes to him for continued success, happiness, and good health in the years to come.

The Mayor, Council Members, and Assessor Duffield introduced and addressed the audience members commending the Assessor’s career. Members adjourned for refreshments at 7:50 pm. At 8:10 pm the meeting reconvened.

Motion Zee second Nolan to approve Resolution 76-17.

Roll Call: Ayes: Schneider, Nolan, Richards, Schalick, Zee; Nays: None; Absent: Davis. Motion carried.

**UNFINISHED BUSINESS:** None.

**NEW BUSINESS:**

**1. Ordinances:** The following Ordinances were introduced by title:

**ORD. NO. 2017-10** Introduction **Amending ORD. 2017-6 2017 Salary Ordinance Amendment Number 1**

Motion Schalick second Richards to approve Ord. 2017-10.

Roll Call: Ayes: Schneider, Nolan, Richards, Schalick, Zee; Nays: None; Absent: Davis. Motion carried.

**ORD. NO. 2017-11** Introduction **Authorizing the Reconstruction of Union Street and Hitchner Avenue, Appropriating the Sum of \$147,000.00 and Providing that Such Sum So Appropriated Shall be Raised from a New Jersey Department of Transportation Grant and from the Borough’s Capital Improvement Fund**

Council Members discussed the options as outlined by CFO Strang for financing the NJ Department of Transportation grant for the reconstruction of Hitchner and Union Streets.  
Motion Richards second Schalick to approve Ord. 2017-11.  
Roll Call: Ayes: Schneider, Nolan, Richards, Schalick, Zee; Nays: None; Absent: Davis. Motion carried.

2. **Resolutions:** The following Resolutions were read by title:

**BOROUGH OF ELMER, COUNTY OF SALEM  
2016 AUDIT RESOLUTION**

**Number 68-17**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, The Annual Report of Audit for the year 2016 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body, and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34, and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled :

**General Comments  
Recommendations**

and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

**General Comments  
Recommendations**

as evidenced by the group affidavit form of the governing body attached hereto, and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5, and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Borough of Elmer, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of the resolution and the required affidavit to said Board to show evidence of said compliance.

**BOROUGH OF ELMER, COUNTY OF SALEM RESOLUTION  
TO ISSUE A MOTORIST SOLICITATION PERMIT TO DOLORES SCHEELER'S NATIONAL  
MULTIPLE SCLEROSIS SOCIETY TEAM MAKING STRIDES**

**Number 69-17**

**WHEREAS**, Dolores Scheeler, 500 State St., has applied to the Borough of Elmer for a permit to solicit contributions for the National Multiple Sclerosis Society Team Making Strides at the intersection of Route 40 and Main Street on Saturday, July 29, 2017 from 9:00 am to 1:00 pm with a rain date of Sunday, July 30<sup>th</sup> from 11:00 am to 3:00 pm; and

**WHEREAS**, compliance with all provisions and restrictions of the Borough Code Chapter 4-4 Charitable Solicitation on Roadways must be effectuated by the applicant;

**WHEREAS**, the applicant has received approval from the Salem County Board of Chosen Freeholders and has submitted the application for State approval;

**NOW, THEREFORE, BE IT RESOLVED**, that a Motorist Solicitation Permit be executed by the Clerk of the Borough of Elmer to the National Multiple Sclerosis Society Team Making Strides pending written approval from the State.

**BOROUGH OF ELMER, COUNTY OF SALEM RESOLUTION  
APPOINTING GREGORY A. BUSA TAX ASSESSOR FOR THE BOROUGH OF ELMER**

**Number 70-17**

**WHEREAS** due to the retirement of the tenured Borough of Elmer Tax Assessor Roy Duffield on July 31, 2017, the Borough of Elmer will need to appoint a licensed Tax Assessor pursuant to N.J.S.A. 40A:9-146;

**WHEREAS** a committee of the Council of the Borough of Elmer interviewed candidates for the position and Gregory A. Busa, Certified Tax Assessor, meets the qualifications and has the necessary certification;

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Elmer that Gregory A. Busa be appointed the Borough of Elmer Tax Assessor to fill the unexpired term effective August 1, 2017 through June 30, 2018 pursuant to N.J.S.A. 40A:9-148;

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Borough of Elmer that Gregory A. Busa be appointed Tax Assessor for a four-year term beginning July 1, 2018 and ending June 30, 2022 pursuant to N.J.S.A. 40A:9-148;

**BE IT FURTHER RESOLVED** that Gregory Busa will be appointed for a salary of \$9,000 per year and that this will be charged to Tax Assessment Administration: Salary & Wages in the 2017 Budget;

**BOROUGH OF ELMER, COUNTY OF SALEM  
RESOLUTION TO AUTHORIZE  
THE TAX COLLECTOR TO CONDUCT ELECTRONIC TAX SALE**

**Number 71-17**

**WHEREAS**, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services, and

**WHEREAS**, the Director of the Division of Local Government Services has promulgated rules and regulations for pilot programs, and

**WHEREAS**, the Director of the Division of Local Government Services has approved NJ Tax Lien Investor/RealAuction.com to conduct pilot programs, and

**WHEREAS**, the rules and regulations authorize a municipality to submit an application for participation in the pilot program for an electronic tax sale, and

**WHEREAS**, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process, and

**WHEREAS**, the Borough of Elmer wishes to participate in the pilot program for an electronic tax sale.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council, County of Salem and State of New Jersey that the Tax Collector is hereby authorized to complete an application to participate in the electronic tax sale program and submit same to the Director of the Division of Local Government Services.

**BOROUGH OF ELMER, COUNTY OF SALEM  
RESOLUTION TO ALLOW A CHARGE OF \$25.00 PER NOTICE  
OF TAX SALE ON DELINQUENT ACCOUNTS**

**Number 72-17**

**WHEREAS**, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services, and

**WHEREAS**, the rules and regulations allow said municipality to charge a fee of \$25.00 per notice for the creation, printing, and mailing of said notice; and

**WHEREAS**, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the Borough of Elmer wishes to charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council, County of Salem, and State of New Jersey that a fee of \$25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2018 electronic tax sale.

**BOROUGH OF ELMER, COUNTY OF SALEM  
RESOLUTION AUTHORIZING DISCHARGE OF A MORTGAGE**

**Number 73-17**

**WHEREAS**, the Borough of Elmer, through its Small Cities Grant program, executed three loans to Robert and Mary Moore to rehabilitate the property situated on Block 11, Lot 11, in the Borough of Elmer, more commonly known as 216 Chestnut St.; and

**WHEREAS**, said loans in the amount of \$5,000.00, \$2,800.00, and \$300.00 were secured by a mortgages dated June 21, 2007, February 5, 2008, and April 21, 2008 and given to the Borough of Elmer for the property located at Block 11, Lot 11, in the Borough of Elmer; and

**WHEREAS**, the mortgages are to be discharged upon the transfer of the property provided that the property owner satisfies certain conditions of the Small Cities Loan program agreement; and

**WHEREAS**, the owners are selling the property and have satisfied the conditions of the agreement;

**NOW, THEREFORE, BE RESOLVED** by the Council of the Borough of Elmer that the Mayor and Clerk are authorized to execute the discharge of mortgages for the above referenced property.

**BOROUGH OF ELMER  
CAPITAL BUDGET AMENDMENT**

Number 74-17

WHEREAS, the local capital budget for the year 2017 was adopted on April 12, 2017; and,

WHEREAS, it is desired to amend said adopted capital budget section;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Elmer, County of Salem, that the following amendment to the adopted capital budget section of the 2017 budget be made:

RECORDED VOTE (insert last name)	(Nolan (Richards AYES (Schalick (Schneider (Zee (	(	NAYS (	(	ABSTAIN (	(	(	ABSENT (Davis (	(
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FROM

**CAPITAL BUDGET (Current Year Action)  
2017**

1 Project Title	2 Project Number	3 Estimated Total Cost	4 Amounts Reserved In Prior Years	PLANNED FUNDING SERVICES FOR CURRENT YEAR - 2017					To Be Funded in Future Years
				5a 2017 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	
Water Tower Improvements (Amending and supplementing Ord. 2015-15)	1	\$ 255,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255,000.00	\$ -
<b>TOTAL - ALL PROJECTS</b>		\$ 255,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255,000.00	\$ -

**THREE-YEAR CAPITAL PROGRAM - 2017 - 2019  
ANTICIPATED PROJECT SCHEDULE AND FUNDING REQUIREMENTS**

1 Project Title	2 Project Number	3 Estimated Total Cost	4 Estimated Completion Time	FUNDING AMOUNTS PER BUDGET YEAR					
				5a 2017	5b 2018	5c 2019	5d 2020	5e 2021	5f 2022
Water Tower Improvements (Amending and supplementing Ord. 2015-15)	1	\$ 255,000.00	2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL - ALL PROJECTS</b>		\$ 255,000.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**THREE-YEAR CAPITAL PROGRAM - 2017 - 2019  
SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS**

1 Project Title	2 Estimated Total Cost	BUDGET APPROPRIATIONS		4 Capital Improvement Fund	5 Capital Surplus	6 Grants-in Aid and Other Funds	BONDS AND NOTES				
		3a Current Year 2017	3b Future Years				7a General	7b Self Liquidating	7c Assessment	7d School	
Water Tower Improvements (Amending and supplementing Ord. 2015-15)	\$ 255,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255,000.00	\$ -	\$ -	\$ -
<b>TOTAL - ALL PROJECTS</b>	\$ 255,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255,000.00	\$ -	\$ -	\$ -

TO

**CAPITAL BUDGET (Current Year Action)  
2017**

1 Project Title	2 Project Number	3 Estimated Total Cost	4 Amounts Reserved In Prior Years	PLANNED FUNDING SERVICES FOR CURRENT YEAR - 2017					To Be Funded in Future Years
				5a 2017 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	
Water Tower Improvements (Amending and supplementing Ord. 2015-15)	1	\$ 255,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255,000.00	\$ -
Reconstruction of Union Street and Hitcher Avenue	2	147,000.00	\$ -	147,000.00	23,368.00	\$ -	123,632.00	\$ -	\$ -
<b>TOTAL - ALL PROJECTS</b>		\$ 402,000.00	\$ -	\$ 147,000.00	\$ 23,368.00	\$ -	\$ 123,632.00	\$ 255,000.00	\$ -

**THREE-YEAR CAPITAL PROGRAM - 2017 - 2019  
ANTICIPATED PROJECT SCHEDULE AND FUNDING REQUIREMENTS**

1 Project Title	2 Project Number	3 Estimated Total Cost	4 Estimated Completion Time	FUNDING AMOUNTS PER BUDGET YEAR					
				5a 2017	5b 2018	5c 2019	5d 2020	5e 2021	5f 2022
Water Tower Improvements (Amending and supplementing Ord. 2015-15)	1	\$ 255,000.00	2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruction of Union Street and Hitcher Avenue	2	147,000.00	2017	147,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL - ALL PROJECTS</b>		\$ 402,000.00		\$ 147,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

THREE-YEAR CAPITAL PROGRAM - 2017 - 2019  
SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

1 Project Title	2 Estimated Total Cost	BUDGET APPROPRIATIONS		4 Capital Improve- ment Fund	5 Capital Surplus	6 Grants-in Aid and Other Funds	BONDS AND NOTES			
		3a Current Year 2017	3b Future Years				7a General	7b Self Liquidating	7c Assessment	7d School
Water Tower Improvements	\$ 255,000.00	\$	\$	\$	\$	\$	\$ 255,000.00	\$	\$	
(Amending and supplementing Ord. 2015-15)										
Reconstruction of Union Street and Hitcher Avenue	147,000.00			23,368.00		123,632.00				
<b>TOTAL - ALL PROJECTS</b>	<b>\$ 402,000.00</b>	\$ -	\$ -	\$ 23,368.00	\$ -	\$ 123,632.00	\$ -	\$ 255,000.00	\$ -	

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services.

It is hereby certified that this is a true copy of a resolution amending the capital budget section adopted by the governing body on the 12th (twelfth) day of July, 2017.

**RESOLUTION OF THE BOROUGH OF ELMER, IN THE COUNTY OF SALEM, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$580,000 (IN ONE OR MORE SERIES), AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE (IN ONE OR MORE SERIES) TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE (IN ONE OR MORE SERIES) BY THE BOROUGH OF ELMER IN FAVOR OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, ALL PURSUANT TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST CONSTRUCTION FINANCING PROGRAM**

**Number 75-17**

**WHEREAS**, the Borough of Elmer (the “Local Unit”), in the County of Salem, State of New Jersey, has determined that there exists a need within the Local Unit to undertake improvements to the Borough’s water storage tower including, but not limited to, repainting and general capital repairs and improvements, the acquisition and installation of an emergency generator, and the replacement and installation of existing security systems including, but not limited to, fencing and gates (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental financing program (the “Environmental Infrastructure Financing Program”) of the New Jersey Environmental Infrastructure Trust (the “Trust”);

**WHEREAS**, the Local Unit has determined to temporarily finance the acquisition, construction, renovation and installation, as applicable, of the Project prior to the closing with respect to the Environmental Infrastructure Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the

Trust (the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Program of the Trust (the "Construction Financing Program");

**WHEREAS**, in order to (i) evidence and secure the repayment obligation of the Local Unit to the Trust with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the Trust the "Note Relating to the Construction Financing Program of the New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to \$580,000 (to be issued in one or more series) (the "Note");

**WHEREAS**, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note (to be issued in one or more series) to the Trust pursuant to the terms of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), and other applicable law; and

**WHEREAS**, Section 28 of the Local Bond Law allows for the sale of the Note to the Trust (in one or more series), without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note (in one or more series) to the Trust without any public offering, all under the terms and conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Local Unit as follows:

**Section 1.** In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by the following bond ordinances, which are set forth below by ordinance number, description and date of final adoption:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>
2015-15, as amended by, 2017-7	Water Tower Improvements, Finally Adopted 11/11/2015 (2015-15) and 03/08/2017 (2017-7)

which ordinances were finally adopted at the meetings of the Borough Council duly called and held on the respective dates set forth hereinabove under the heading "Description and Date of Final Adoption", in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended and supplemented, at which meetings quorums were present and acting throughout, respectively, and that said ordinances have been duly enacted and have not been modified, amended or repealed and are in full force and effect on and as of the date hereof. Additionally, no protest signed by any person against making any improvement or incurring the indebtedness authorized in any of the ordinances, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinances has been presented to the governing body or to us or filed in our offices within twenty (20) days after each of the respective final publications of each of the ordinances or at any other time after the final passages thereof.



**Section 2.** The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount or amounts (if sold in more than one series) of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date or dates of the Note (if sold in more than one series).

**Section 3.** Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

**Section 4.** The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the aggregate principal amount of the Notes to be issued shall be an amount up to \$580,000 and may be issued in more than one series provided the combined principal amounts do not exceed \$580,000;
- (b) the maturity or maturities (if sold in more than one series) of the Note shall be determined by the Trust;
- (c) the interest rate or rates (if sold in more than one series) of the Note shall be determined by the Trust;
- (d) the purchase price or prices (if sold in more than one series) for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination or two denominations (if sold in more than one series) and shall be numbered “CFP-[\_\_\_\_]-[\_\_\_\_]”;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (or such officers deemed legal eligible to execute same at the time of execution) under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

**Section 5.** The Note shall be substantially in the form attached hereto as Appendix A with such additions, deletions and omissions as may be necessary in connection with the Construction Financing Program.

**Section 6.** The law firm of Archer & Greiner P.C., Red Bank, New Jersey is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the Trust for the Construction Financing Program, to arrange for same.

**Section 7.** The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Clerk of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the Trust and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

**Section 8.** This resolution shall take effect immediately.

**Section 9.** Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Archer & Greiner P.C., Red Bank, New Jersey, bond counsel to the Local Unit, David Zimmer, Executive Director of the Trust, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the Trust.

**APPENDIX A**

**BOROUGH OF ELMER  
BOND ANTICIPATION NOTE  
RELATING TO:  
THE CONSTRUCTION FINANCING TRUST LOAN PROGRAM  
OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST**

\$ \_\_\_\_\_, 201[\_\_\_]  
CFP-[ \_ ] - [ \_ ]

**FOR VALUE RECEIVED, THE BOROUGH OF ELMER**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "Trust"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

**SECTION 1. Definitions.** As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

**"Act"** means the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Laws of New Jersey of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

**"Administrative Fee"** means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the Trust may determine from time to time.

**"Anticipated Financing Program"** means the financing program of the Trust, pursuant to which the Trust will issue its Trust Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

**"Anticipated Long Term Loan"** means the long term loan made by the Trust to the Borrower from the proceeds of its Trust Bonds, as part of the Anticipated Financing Program.

**“Authorized Officer”** means any person authorized by the Borrower or the Trust, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

**“Code”** means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

**“Cost”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an Authorized Officer of the Trust.

**“Environmental Infrastructure Facilities”** means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

**“Environmental Infrastructure System”** means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

**“Event of Default”** means any occurrence or event specified in Section 6 hereof.

**“Interest”** means the interest charged on the outstanding principal of the Loan at a rate of 0.00%.

**“Loan”** means the loan of the Principal, made by the Trust to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

**“Loan Disbursement Requisition”** means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the New Jersey Department of Environmental Protection, in a form to be determined by the Trust and the New Jersey Department of Environmental Protection.

**“Maturity Date”** means \_\_\_\_\_, 201[ ], or such earlier or later date to be determined by the Trust in its sole discretion, which date shall be determined by the Trust to be the date of the closing for the Anticipated Financing Program.

**“NJDEP”** means the New Jersey Department of Environmental Protection.

**“Principal”** means the principal amount of the Loan, at any time being the lesser of (i) [ ] Dollars ([ \$ ]), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the Trust pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to

the Trust (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

**“Project”** means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the Trust is making the Loan to the Borrower, as further described in Exhibit A-1 hereto.

**“Regulations”** means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

**“State”** means the State of New Jersey.

**“Trust Bonds”** means the revenue bonds of the Trust to be issued, as part of the Anticipated Financing Program.

**SECTION 2. Representations of the Borrower.** The Borrower represents and warrants to the Trust:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the Trust, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the Trust and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the Trust and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the Trust, and (v) the

Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent.

(i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the Trust, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amount due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the Trust, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the Trust is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

### **SECTION 3. Covenants of the Borrower.**

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the Trust relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to

assure the continued operation and solvency of the Trust, the Trust may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the Trust in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the Trust from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the Trust, which consent may or may not be granted by the Trust in its sole discretion.

(d) Financing With Tax Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of Trust Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax exempt bonds"). In furtherance of such long term financing with tax exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the Trust, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.140-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"), which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the Trust upon prior written notice. The Borrower shall permit the Trust to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction

of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the Trust as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the Trust is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

**SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.** The Trust shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the Trust of a Loan Disbursement Requisition, and the approval of such Loan Disbursement Requisition by an Authorized Officer of the Trust or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the Trust on the table attached as Exhibit A-2 hereto; provided, however, that no Loan Disbursement Requisition shall be approved for disbursement unless the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with Exhibit C hereto. The latest date upon which the Borrower may submit to the Trust a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the Trust for the sale of its bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the Trust for the Borrower in writing. On the Maturity Date, the Borrower shall repay the Loan to the Trust in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. Any earnings accrued on the undrawn portion of the Principal of the Loan shall be credited against the Borrower's repayment obligations hereunder. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the Trust. Each payment made to the Trust shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, the Administrative Fee, if any, fourth, any late charges, and, finally, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the Trust later than the Maturity Date, a late fee shall be payable to the Trust in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law. Notwithstanding the provisions of this Section 4 to the contrary, the Borrower hereby acknowledges and agrees that, on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the Trust on the table attached as Exhibit A-2 hereto in the amount recorded thereon. Such disbursement shall be made for the purpose of funding fifty percent (50%) of an administrative fee, which administrative fee is payable by the Borrower to the NJDEP as a portion of the



Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP. Such disbursement shall be paid by the Trust on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof.

**SECTION 5. Unconditional Obligations.** The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Trust to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the Trust or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

**SECTION 6. Events of Default.** The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

**SECTION 7. Remedies upon Event of Default.** Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the Trust to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant,

obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the Trust shall have the right to declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the Trust to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby agrees that upon demand it shall pay to the Trust the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the Trust pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

**SECTION 8. Certain Miscellaneous Provisions.** The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Borough of Elmer, Cynthia A. Strang, Chief Financial Officer, 120 South Main Street, Elmer, New Jersey 08318; and to the Trust at the following address: New Jersey Environmental Infrastructure Trust, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the Trust shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the Trust; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the Trust, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the Trust pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the Trust in its sole and absolute discretion.

**BOROUGH OF ELMER, COUNTY OF SALEM  
RESOLUTION AUTHORIZING REFUND OF ESCROW ACCOUNT BALANCE TO  
ANDERSON FOR 83 CHESTNUT ST., BLOCK 6 LOT 16**

**Number 77-17**

WHEREAS, applicant Roger C. Anderson, ARC Design & Consulting LLC, 83 Chestnut St, deposited funds with the Borough of Elmer for Variance Application #15-2 for Block 6 Lots 16 & 17; and

WHEREAS these funds have been deposited by the Borough into an escrow account; and

WHEREAS the application is complete in the review and inspections and it is necessary to refund the positive balance held in escrow to the applicant;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Elmer, that the account balance of \$1,000.00 for Application #15-2 for Block 6, Lots 16 & 17 is hereby authorized for refund and the closure of the aforesaid account.

**BOROUGH OF ELMER, COUNTY OF SALEM  
RESOLUTION FOR PLANNING BOARD ESCROW FUND (Dollar General)**

**Number 78-17**

BE IT RESOLVED that the Escrow Fund Deposit made pursuant to Article IV, Section 2.30 of the Land Development Ordinance by applicant Dollar General for Site Plan Review for the property at 100 Front St. in the amount of \$3,730.25 be distributed and paid as follows:

Motion Zee seconded by Richards to adopt Resolutions 68-17 through, 75-17, and 77 through 78-17.

Roll Call: Ayes: Schneider, Nolan, Richards, Schalick, Zee; Nays: None; Absent: Davis. Motion carried.

**DISCUSSIONS/MOTIONS:** The following items were discussed by Council Members:

1. **Water Tower Project** - Borough Engineer Gaskill updated Council Members on the status of the Water Tower Project and the need and details regarding the Change Order #1 for water storage and a stand-by generator rentals. The following resolution was proposed by title:

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF ELMER,  
COUNTY OF SALEM, STATE OF NEW JERSEY APPROVING CONTRACT CHANGE  
ORDER #1 TO THE CONTRACT WITH BRAVE INDUSTRIAL PAINT, LLC FOR  
REPAINTING AND REPAIR OF THE ELMER BOROUGH WATER STORAGE TOWER  
Number 79-17**

WHEREAS, Mayor and Council of the Borough of Elmer determined that repairs and repainting were necessary to the Borough's Water Storage Tower; and

WHEREAS, on May 24, 2017, the Mayor and Council received and opened bids in accordance with the advertised date for acceptance of said bids for the Project; and

WHEREAS, Brave Industrial Paint, LLC submitted the lowest responsive monetary lump sum bid in the sum of \$437,807.00; and

WHEREAS, pursuant to Resolution No. 66-17, the Mayor and Council of the Borough of Elmer on June 14, 2017 approved and awarded the low bid submitted by Brave Industrial Paint, LLC; and

**WHEREAS**, the Borough's Engineer has requested a change order whereby the contractor shall furnish, install and operate a 10,000 gallon temporary pressure storage tank system, and furnish, deliver and install a 125 KW 48 volt generator to provide temporary power to the pumping station which will result in an overall increase of \$32,200.00 above the original contract amount of \$437,807.00 for a final projected contract amount of \$470,007.00; and

**WHEREAS**, based upon the Engineer's submission and recommendation, it is in the best interest of the residents of the Borough of Elmer that Change Order #1 be approved by Mayor and Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council, Borough of Elmer, that Contract Change Order #1, as recommended by the Borough Engineer, via correspondence dated July 11, 2017, is hereby approved and authorizes the payment related thereto.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk of the Borough of Elmer are hereby authorized and directed to execute Contract Change Order #1 only upon prior written authorization by NJDEP and/or NJEIT.

Motion Richards second Zee to approve Resolution 79-17.

Roll Call: Ayes: Schneider, Nolan, Richards, Schalick, Zee; Nays: None; Absent: Davis. Motion carried.

Engineer Gaskill also updated Council members on the project's Notice to Proceed scheduled for August 1 with the 90 day construction and painting period ending on or before October 29. Council Members discussed the color and recommended 'Rotor Turquoise'. The logo was also discussed with the suggestion that the font and color from the Recycling sign be used, underlined, with Established 1893 on it. Gaskill will send shop drawings for approvals.

Assistant Water Superintendent Richards also updated Council Members on the project and recommended that a notice be placed in the paper for the project due to potential water pressure changes and other possible problems during the project.

**2. Borough Emails** - Councilman Richards updated and discussed a proposal to update the Borough's email system to an Outlook and web based account. No action was taken.

**3. Elevator Repairs** – The Clerk presented the information for the two quotes for repairing the elevator door motor. Council Members recommended the quote from ACE Elevator for the repair.

**4. Certificate of Occupancy Checklist** – Mayor Stemberger presented the CO Checklist draft for discussion. Motion by Richards and second by Zee to adopt the CO guidelines as proposed with the following changes: remove 'refrigerator' from item #25 and add 'or unregistered vehicle' to #21. All were in favor and motion carried.

#### **REPORTS/BILL LIST:**

Motion Richards second Zee to receive and file the Tax/Water Collector report; all were in favor and motion carried.

Motion Richards, second Zee to receive, file and spread full upon the minutes the Treasurer's Report (**Page 81a**). All were in favor and motion carried.

Motion Richards, second Nolan, that the bills be paid and charged to their respective accounts (see **Page 81b**).

Roll Call: Ayes: Schneider, Nolan, Richards, Schalick, Zee; Nays: None; Absent: Davis. Motion carried.

The Clerk confirmed the Special Council Meeting scheduled for August 2 at 6:00 pm and discussed Landfill Tour opportunity. The Mayor asked if Council was interested in having Habitat for Humanity come for a presentation about housing rehab to Council; Council Members were in favor.

Motion Zee second Nolan that the Clerk and Mayor's mail correspondence be received and filed. All were in favor and motion carried.

**COMMITTEE REPORTS:**

**Public Safety:** Schneider presented the police and fire monthly reports.

**Finance/Celebration Public Events:** Schalick noted that the first Harvest Day meeting was held and that Harvest Day will be October 7..

**Streets/Sidewalks/IT:** Richards noted that the Reconstruction of State Street Contract 2 has been finished. Chief Bryan and Council Members also discussed Center St. and signage.

**Borough Hall/Public Property:** No report.

**Water/Street Lights:** The Mayor listed some lights such as at the Methodist Church that need to be fixed.

**Trash/Recycling/Parks & Playgrounds:** Nolan noted that no Waste Management complaints have been received.

**ADJOURNMENT:** Motion Richards, second Zee that the meeting be adjourned. Motion carried.

July 12, 2017

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Sarah D. Walker, RMC

Approved: August 9, 2017