

A regularly scheduled meeting of the Township of Liberty was held in the Municipal Building, 349 Mountain Lake Road, Great Meadows on 5 November 2015. The meeting was opened by Deputy Mayor Dan Grover with Adequate Notice of Meeting and the Pledge of Allegiance at 7:05 p.m.

Present: Deputy Mayor Dan Grover; Carl Cummins; Ronald Petersen, and Peter Karcher

Absent: Mayor John Inscho

Also, Present: Roger Skoog, Municipal Attorney; and, Diane M Pflugfelder, Municipal Clerk/Administrator

## REPORTS

### NEW JERSEY STATE POLICE

Trooper Stazzone of the Washington Township Barracks reported that on the most part activity is quiet within Liberty Township. He reported three DWIs and one incident with sign vandalism on mischief night.

### DEPARTMENT OF PUBLIC WORKS

A pre-printed report was received from the Department of Public Works for October 2015 and placed on file

### MUNICIPAL ZONING

A pre-printed report was received from the Municipal Zoning Official for October 2015 and placed on file

### MUNICIPAL CLERK/ADMINISTRATOR

A pre-printed report was received from the Municipal Clerk/Administrator for October 2015 and placed on file

## APPROVAL OF MINUTES

A motion by Ron Petersen to adopt the public and executive session minutes of 1 October 2015 carried.

## UNFINISHED BUSINESS

### RIGHT TO KNOW COMPLIANCE

Chuck Harvey presented two quotes for 2014 NJ RTK update Survey. The Township Committee chose to revisit the quotes at the next regularly scheduled meeting.

## NEW BUSINESS

### MUNICIPAL COMPLEX GENERATOR ENERGY ALLOCATION INITIATIVE PROGRAM

A motion by Carl Cummins authorizing Deputy Mayor Grover to execute the following Agreement carried.

SUB-GRANT AGREEMENT  
HAZARD MITIGATION GRANT PROGRAM (CFDA#97.039)  
FEMA-DR-4086-NJ-463-F

This Sub-grant Agreement (the "Agreement") is made and entered into by, and between, the State of New Jersey, Office of Emergency Management, located at PO Box 7068, West Trenton, New Jersey 08628

(herein referred to as the “Grantee”); and the Township of Liberty, located at 349 Mountain Lake Road, Great Meadows, New Jersey 07838 (herein referred to as the “Sub-grantee”).

The period of performance of this Project is the period beginning August 29, 2015 and ending August 29, 2018.

- 1 The provisions of The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended (“the Stafford Act”), identify the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, “HMGP”) for a variety of hazard mitigation activities, including generators and/or quick connect switches for critical facilities under the 5 % Initiative.
- 2 Section 404 of the Stafford Act provides authorization for hazard mitigation assistance to eligible applicants, including a State Agency, through the State of New Jersey, Office of Emergency Management for funding to be used to implement the Hazard Mitigation Grant Program.
- 3 The New Jersey Office of Emergency Management (NJOEM) has been designated as the Grantee to receive, administer, and disburse FEMA hazard mitigation funds for mitigation projects in New Jersey. The Grantee shall monitor and evaluate the implementation of mitigation projects and control the disbursement of HMGP funds from FEMA.
- 4 The Township of Liberty, Warren County is the Sub-grantee and has submitted an application to FEMA, through the Grantee (herein referred to as the “Project”). The Grantee and FEMA have approved the Project along with any exceptions that have been made prior to signing of this Agreement and FEMA has provided an award letter to the Grantee, which is incorporated herein by reference. The Sub-grantee agrees to complete the Project prior to the Project completion dated specified in the applicable award letter unless a time extension is granted by the Grantee and FEMA.
- 5 The Sub-grantee shall coordinate and monitor the implementation of the Project approved by FEMA in accordance with the terms of this Agreement and the award letter dated September 2, 2015 with Conditions of Approval.
- 6 The Sub-grantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State mitigation funds. The financial management system must comply with 44 Code of Federal Regulations (C.F.R.) Part 13 and 2 C.F.R. Part 225.
- 7 The Sub-grantee shall use the mitigation funds solely for eligible costs associated with the approved scope of work in the Project.
- 8 Only those costs that are allowable as defined in 44 C.F.R. Part 13 and 2 C.F.R. Part 225, will be reimbursable:
  - a. This Grant Agreement in the amount of \$189,005.00 (“Funds”) will serve as the contract between the Grantee and the Sub-grantee for the purpose of the approved Project Number FEMA-DR-4086-NJ-463-F. This grant amount represents the maximum federal funding currently allocated for the Project and may not be equal to the estimated cost of completing the entire Project.

Total estimated cost of the Project:	\$189,005.00
Total Federal share:	\$ 75,000.00
Total non-federal share:	\$114,005.00

- b. The Sub-grantee agrees to provide the Grantee documentation showing a full accounting of 100% of the eligible project costs as required by 44 C.F.R. 13.24 for individual Project costs, including those in excess of the federal share allocated. Project management costs shall be submitted separately. The Sub-grantee shall be responsible for tracking and verification of all costs.
      - c. Any revision, change or modification to the approved scope of work must be submitted to Grantee and be approved by the NJ Sandy Recovery Field Office prior to implementation and/or construction. Any revision, change or modification that does not receive prior NJ Sandy Recovery Field Office approval will violate the conditions of the grant.
      - d. All work under this Agreement shall be completed by the date indicated in the FEMA award letter, unless an extension is approved by the Regional Administrator.
- 9 The Sub-grantee shall return to Grantee any grant funds which are not supported by audit or other Federal or State review of documentation maintained by the Sub-grantee.
- 10 The Sub-grantee shall maintain records for the period set forth in 44 C.F.R. 13.42 and shall give State and Federal agencies access to, and the right to examine all records and documents related to use of mitigation funds.
11. The Sub-grantee shall track and verify compliance with all applicable State and local ordinances, laws, regulations, building codes and standards applicable to this Project as follows:
  - a. The Sub-grantee shall obtain all Federal, State and/or local permits prior to commencing construction.
  - b. The Sub-grantee shall consult with the local floodplain administrator and obtain any necessary permits prior to implementation of this Project.
  - c. All permits shall be submitted to Grantee who shall review, maintain and submit to FEMA copies of all permits.
  - d. Failure of the Sub-grantee to obtain all required permits associated with the approved scope of work violates the condition of the project approval and may result in a determination that no Federal funding is eligible to be reimbursed for this Project.
- 12 The Sub-grantee agrees to require compliance with local regulations pertaining to the National Flood Insurance Program (NFIP).
13. The Sub-grantee shall comply with 44 C.F.R.13.36 in all procurements, including the contract provisions found in subsection 13.36(i)(1)-(13). In particular,
  - a. The Sub-grantee shall comply, as applicable, with provisions of Federal laws and regulations pertaining to labor standards, and the State of New Jersey Prevailing Wages laws and regulations.
  - b. The Sub-grantee shall not enter into any contract with any party which is debarred or suspended from participating in Federal assistance programs, or is otherwise ineligible pursuant to E.O. 12549, Debarment and Suspension, as implemented at 44 C.F.R. 13.35.

The Sub-grantee shall not enter into any contract with any party which is listed in the State of New Jersey Consolidated Debarment Report.

14 The Sub-grantee has read, understands, and shall comply with the State of New Jersey Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, State Circular 15-08-OMB, and OMB Circular A-133.

15 The Sub-grantee shall submit to the Grantee quarterly progress reports (QPR), due the 7th day of the month after the end of the quarter on the following schedule:

a.	January – March	Due April 7
	April – June	Due July 7
	July – September	Due October 7
	October – December	Due January 7

b. Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by the Grantee.

c. The QPR should reflect the status and completion date for the Project and any problems or circumstances affecting the completion date, scope of work, Project costs, or which could be expected to result in noncompliance with the approved grant conditions.

16 ENFORCEMENT (44 C.F.R.13.43)

a. If the Sub-grantee fails to comply with the terms of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, FEMA may take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the program;
- 4) Withhold further awards for the program; and
- 5) Take other remedies that may be legally available.

b. In taking an enforcement action, FEMA and/or the Grantee shall provide an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or the Sub-grantee is entitled under any statute or regulation applicable to the action involved.

c. Costs resulting from obligations incurred by the Sub-grantee during a suspension or after termination of an award are not allowable unless FEMA expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

- 1) The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable; and
- 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.

17 ENVIRONMENTAL COMPLIANCE

- a. The Sub-grantee shall require compliance with 44 C.F.R. Part 10 Environmental Considerations, National Environmental Policy Act (NEPA), and other Federal and State environmental laws and regulations in the implementation of the Project. FEMA has determined that the approved property is Categorically Excluded from Environmental review in accordance with 44 C.F.R. Part 10.8(c). Therefore, no environmental assessment or environmental impact statement will be prepared.
- b. Failure of the Sub-grantee to comply with any environmental condition or requirement in the conditions of award will result in the Grantee withholding funds.

#### 18 CLOSE-OUT (44 C.F.R. 13.50)

- a. The Sub-grantee will notify the Grantee that the Project has been completed, and shall provide a Final Progress Report and financial report by the end of the close-out period approved by FEMA. The Grantee shall conduct or arrange for a final site visit within 30 days of receiving the final progress report and financial report, and shall provide the Sub-grantee with the findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
- b. The close-out of the grant does not affect the right of FEMA to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in 44 C.F.R.13.42, Property management requirements in 44 C.F.R.13.31 and 13.32, and audit requirements in 44 C.F.R. 13.26.
- c. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.

#### 19 SCOPE OF WORK

The approved Scope of Work (SOW) for the Project is to purchase and install one (1) permanent diesel gas generator to supply backup power during and after severe weather events for the Liberty Township Municipal Complex, located at 349 Mountain Lake Road. The generator will be installed and maintained according to all applicable state and local building codes and standards.

Any request for substitution must be submitted in writing.

#### 20 PERIOD OF PERFORMANCE EXTENSION

Should the Sub-grantee require a period of performance extension, a written request must be submitted to the Grantee at least 90 days prior to the completion deadline established by the Grantee (August 29, 2018). This written request must include a justification for the extension, including: a summary of all work completed and remaining; a Statement demonstrating that all work can be completed within the extension period; a revised budget form (if applicable); copies of contracts between the Sub-grantee and third parties for work to be performed; and any other material supporting the extension.

#### 21. INDEMNIFICATION

The Sub-grantee agrees that it shall be solely responsible for and shall keep, save and hold the State of New Jersey and its employees harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Sub-grantee’s services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Sub-grantee’s services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Sub-grantee’s failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Sub-grantee. The Sub-grantee’s responsibility shall also include all legal fees and costs that may arise from these actions. The Sub-grantee’s liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

State of New Jersey  
Hazard Mitigation Grant Program

IN WITNESS WHEREOF, the parties hereto have executed this Sub-Grant Agreement and have herein set their respective names on the day and year set forth below:

Sub-Grantee –Township of Liberty

Grantee-New Jersey Office of Emergency Management

SFC Michael Gallagher  
State Hazard Mitigation Officer  
State of New Jersey, Office of Emergency Management

BEST PRACTICES DOCUMENTATION 2015

A motion by Ron Petersen to adopt the Best Practices 2015 documentation carried.

BLUE LIGHT APPLICATION

A motion by Carl Cummins authorizing Deputy Mayor Grover to execute a Blue Light Permit for Thomas Feggulis carried.

FREEDOM BUSINESS MACHINES

A motion by Carl Cummins to authorizing the Mayor to execute the one-year Maintenance Agreement between the Township of Liberty and Freedom Business Machines, Inc. carried.

Resolution #2015.078  
Award of Contract

*BE IT RESOLVED*, That the Township of Liberty hereby awards the Maintenance Agreement on Canon IR-2800, Serial #MPJ14346 to Freedom Business Machines, Inc., 333 Sparta Avenue, Sparta, NJ 07871 whose proposal amounted to \$69.00 per month; up to 40,000 images made during the year; and, excess pages will be billed at \$0.0185 per page.

Vote: aye - Karcher  
aye - Petersen  
aye - Cummins  
aye - Grover  
absent - Inscho

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Dan Grover,  
Deputy Mayor

REORGANIZATION 2016

Deputy Mayor Grover announced that Reorganization 2016 would be conducted Thursday, 7 January 2016, 7:00 pm at the Municipal Building, 349 Mountain Lake Road, Great Meadows, NJ

RESOLUTIONS

A motion by Ron Petersen to adopt the following Resolution carried.

Resolution #2015.079  
Recognition of Pancreatic Cancer Awareness Month

*WHEREAS*, in 2015, an estimated 48,960 people will be diagnosed with pancreatic cancer in the United States and 40,560 will die from the disease; and

*WHEREAS*, pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020; and

*WHEREAS*, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just six percent; and

*WHEREAS*, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years; and

*WHEREAS*, approximately 1560 deaths will occur in New Jersey in 2015; and

*WHEREAS*, pancreatic cancer is the 7<sup>th</sup> most common cause of cancer-related death in men and women across the world; and,

*WHEREAS*, there will be an estimated 367,000 new pancreatic cancer cases diagnosed globally in 2015; and,

*WHEREAS*, the good health and well-being of the residents of Liberty Township are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments; therefore be it

*RESOLVED* That the Mayor designate 13 November as “World Pancreatic Cancer day” in the Township of Liberty

Vote: aye - Karcher  
aye - Petersen  
aye - Cummins  
aye - Grover  
absent - Inscho

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Dan Grover,  
Deputy Mayor

A motion by Ron Petersen to adopt the following Resolution carried.

Resolution #2015.080  
Resolution to Adopt Pay-To-Play Policy and Procedure

*WHEREAS*, the Township of Liberty, Warren County is a municipality incorporated within the State of New Jersey in the year 1926 and governed by five Committee-people that are elected by the members of the municipality at large; and

*WHEREAS*, the Township of Liberty, Warren County must comply with PL 2004, Chapter 19 (as amended by PL 2005, c 51) NJSA 19:44-20.4 et seq., known as the “New Jersey Local Unit Pay-to-Play” law; and

*WHEREAS*, the Township Committee believes that it is in the best interests of the municipality to accept an “Alternate” procedure, as defined in law, for the award of 2016 professional services contracts that are not publicly bid and may exceed \$17,500.00 annually or during the life of the contract; and

*WHEREAS*, the Township Committee believes that contracts for goods and services, from a single vendor, with a value greater than \$17,500.00 and less than the Local Public Bidding Threshold should be decided on a case-by-case basis; and

*WHEREAS*, the Township Committee requires contracts for goods and services, from a single vendor, except professional contracts, with a value greater than the Local Public Bidding Threshold will be bid according to the Local Public Bidding requirements.

*BE IT RESOLVED* That the Township Committee does hereby adopt the Pay-to-Play Policy and Procedures as the official purchasing policy for contracts covered under the above mentioned statutes.

Vote: aye - Karcher  
aye - Petersen  
aye - Cummins  
aye - Grover  
absent - Inscho

\_\_\_\_\_  
Dan Grover,  
Deputy Mayor

PAYMENT OF BILLS

A motion by Ron Petersen to adopt the following Resolution carried.

RESOLUTION #2015.081  
PAYMENT OF BILLS

*RESOLVED*, That the Township Committee of the Township of Liberty, does hereby authorize the Finance Department to pay all vouchers when properly endorsed and approved by at least 3/5 majority of the Township Committee in the amount of \$917,937.58.

Vote: aye - Karcher  
aye - Petersen  
aye - Cummins  
aye - Grover  
absent - Inscho

\_\_\_\_\_  
Dan Grover,  
Deputy Mayor

PUBLIC COMMENT was opened at 7:16 pm.

Karen Kolln – Ms. Kolln requested a definition of Pay-to-Play.



Arthur Strock – Mr. Strock followed up on a concern for a dead tree within the road right-of- way near his property line he had presented at the 10 September meeting. Mr Strock was informed that the tree in question was not within a municipal right-of-way and multiple attempts were made to contact him informing him of such.

Eileen Heydecke – Ms Heydecke expressed her observation of the beach geese problem and asked how the gees would be distracted from the pavilion area. Deputy Mayor Grover explained that the pavilion plans included plantings that would distract the geese from the pavilion area with a vegetative visibility obstruction.

Lisa Thomas – Ms Thomas inquired into the status of the Lodge.

Alice Bechok - Ms Bechok questioned the origin and cost of the “u” shaped dock around the public swim area.

EXECUTIVE SESSION

At 7:35 pm a motion by Deputy Mayor Dan Grover to adopt the following Resolution carried.

RESOLUTION #2015.082

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

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

*WHEREAS*, the Township Committee may wish to discuss any of the following conditions; confidential provisions of Federal Law or State Statute; information that may impair receipt of federal funding; invasion of individual privacy; collective bargaining agreement; real property negotiations; litigation; and, personnel and personnel policy. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

- ✓ Real Property Negotiations – Block 5, Lots 21.02,22 and 26.01 and Block 6, Lots 6,7 and 7.02, Wooded Valley Estates

*BE IT RESOLVED*, That the public be excluded from this meeting.

Vote: aye - Karcher  
 aye - Petersen  
 aye - Cummins  
 aye - Grover  
 absent - Inscho

\_\_\_\_\_  
 Dan Grover,  
 Mayor

At 8:03 pm, a motion by Deputy Mayor Grover to reconvene the public meeting carried. Deputy Mayor Grover stated that during executive session matters of contractual agreement were discussed. Action to follow.

WOODED VALLEY ESTATES

A motion by Ron Petersen authorizing Attorney Skoog to prepare a contract of sale between the Township of Liberty and Burke Bennet, owner of record for Wooded Valley Estates, carried. Carl Cummins abstained.

A motion by Ron Petersen to adopt the following Resolution carried. Carl Cummins abstained.

Resolution #2015.083  
Annual Professional Services

*WHEREAS*, the Township of Liberty has a need to acquire professional services as non-fair and open contracts pursuant to the provisions of NJSA 19:44A-20.4 to 20.5; and

*WHEREAS*, the CFO has determined and certified in writing that the value of the acquisition of each service will or may exceed \$17,500; and

*WHEREAS*, the anticipated term of these contracts is one year (and may be extended as approved by this governing body); and

*WHEREAS*, the following Professional Services shall complete and submit a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate committee in the Township of Liberty in the previous one year, and that the contract will prohibit the Professional Service from making any political contributions through the term of the contract; and

*WHEREAS*, sufficient funds are available in the 2015 Temporary Budget and will be made available in the 2015 Municipal Budget for the Township of Liberty as required in NJAC 5:30-5.4

*BE IT RESOLVED* That the Township Committee of the Township of Liberty, County of Warren, and State of New Jersey authorizes the Mayor of Liberty Township to enter into a contract with the following Professional Services to provide professional services from 1 January 2015 through 31 December 2015:

Robert H Beinfield, Hawkins Delafield & Wood LLP, One Gateway Center, Newark, NJ 07102 is hereby retained as the Municipal Bond Counsel for the Township of Liberty 2015

Vote: aye - Karcher  
aye - Petersen  
aye - Cummins  
aye - Grover  
absent - Inscho

\_\_\_\_\_  
Dan Grover,  
Mayor

ORDINANCE #2015.004 - Following discussion, a motion by Ron Petersen to introduce Ordinance #2015.004 on First Reading carried. Carl Cummins abstained. Public Hearing and Adoption are scheduled for 3 December 2015.

ORDINANCE #2015.004

Bond Ordinance Providing for the Acquisition of Lands in and by the Township of Liberty, in the County of Warren, New Jersey, Appropriating \$500,000 Therefor and Authorizing the Issuance of

\$476,100 Bonds or Notes of the Township for Financing Part of the Cost  
Thereof

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF LIBERTY, in the County of Warren, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), as follows:

The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The Township of Liberty, in the County of Warren, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$500,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$23,900 as the down payment for said improvement or purpose required by law and now available therefor by virtue of provision in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

For the financing of said improvement or purpose and to meet the part of said \$500,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$476,100 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$476,100 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

1. The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the acquisition, by purchase, of lands and buildings thereon in and by the Township, for public and open space purposes, said lands consisting of approximately 31 lots and located off of Marble Hill Road and commonly known as Northridge Lake at Wooded Valley Estates, all in accordance with the proposed contract therefor on file or to be filed in the office of the Township Clerk and hereby approved.

The estimated maximum amount of bonds or notes to be issued for said purpose is \$476,100.

The estimated cost of said purpose is \$500,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$23,900 down payment for said purpose.

The following additional matters are hereby determined, declared, recited and stated:

The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Township may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is forty (40) years.

The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community

Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$476,100, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

An aggregate amount not exceeding \$25,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Township at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of said obligations and interest thereon without limitation of rate or amount.

The capital budget or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Township Clerk and are available for public inspection. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

#### ADJOURNMENT

There being no further business, a motion by Deputy Mayor Dan Grover to adjourn the meeting carried.

Meeting adjourned at 8:04 p.m.

Diane M Pflugfelder RMC/MMC  
Municipal Clerk/Administrator  
Minutes Approved 3 December 2015