

**ELK TOWNSHIP
COMMITTEE MEETING MINUTES
November 6, 2014**

The Regular Meeting of the Elk Township Committee was held on the above date in the Municipal Building. The meeting was called to order by Mayor Spring at 7:32PM.

The Open Public Meeting Notice was read. The Salute to the Flag and the Lord's Prayer were recited in unison.

Present were: Mr. Barbaro, Mr. Marchei, Mr. Poisker, Ms. Yenner, Mayor Spring, Mr. Considine, CFO, Mrs. Pine, Township Clerk, and Mr. Alice, Township Solicitor, Mr. Bitgood, Township Engineer and Mr. Strout, Risk Management Consultant. Chief DeFalco was absent.

Approval of minutes of October 21, 2014 Work Session and October 28, 2014 Special Meeting
Motion by Ms. Yenner to approve the minutes of October 21, 2014 Work Session and October 28, 2014 Special Meeting, seconded by Mr. Barbaro, motion carried with Mr. Marchei and Mr. Poisker abstaining from the October 21st minutes and Mr. Barbaro abstaining from the October 28th minutes.

COMMITTEE REPORTS

Ms. Yenner, stated Recreation will be meeting on Tuesday, November 11th, to discuss the tree lighting and senior brunch. When the dates are set for the events the information will be put on the marquee sign.

POLICE CHIEF REPORT

Mr. Marchei read the October report from the police department. The department responded to 622 calls for service, 13 crashes with 3 injuries, issued 84 motor vehicle summons and made 21 arrests.

FIRE DEPARTMENT REPORT

Ferrell Fire Department responded to 12 calls for service in the month of October, report submitted by Chief Fred Boeckle.

SAFETY ON THE AGENDA – David Strout, Cettei and Connell - Risk Management Consultant and Safety Coordinator was present to talk about safety with the township committee. He discussed the 6 year loss ratio. We are at a 91.4% ratio compared to a 74.9% ratio. Anything under a 100 is very good. We have had 3 safety meeting so far this year with the last one scheduled on December 9th. Most reports are up to date. The employees do a great job.

PUBLIC PORTION on Resolutions only.

Motion by Mr. Marchei to open the meeting to the public, seconded by Mr. Barbaro, all were in favor, motion carried.

Mayor Spring asked if anyone had any questions, comments or concerns on the resolutions on the agenda to come forward at this time.

No one came forward.

Motion by Mr. Barbaro to close the public portion, seconded by Ms. Yenner, all were in favor, motion carried.

RESOLUTIONS:

RESOLUTION R-90-2014

RESOLUTION AUTHORIZING THE REDUCTION (REQUEST #1) OF THE PERFORMANCE GUARANTEE SUBMITTED BY AURA DEVELOPMENT GROUP LLC FOR AURA PHASE I SECTION 1 SUBDIVISION, AFFECTING THE PARCEL KNOWN AS BLOCK 29, LOTS 16, 17, 17.02, 20 AND 24 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF ELK, RELATING TO COMBINED PLANNING AND ZONING BOARD RESOLUTION NO. 2014-8

Motion by Mr. Barbaro, seconded by Mr. Poisker to adopt and approve said Resolution, upon roll call motion carried.

Mr. Poisker asked if all engineering has been satisfied. Mr. Bitgood stated yes it has been.

Mr. Barbaro asked if this reduction is only for Section 1. Mr. Bitgood stated yes it only for Section 1.

Roll Call:	Mr. Barbaro	Yes
	Mr. Marchei	Yes
	Mr. Poisker	Yes
	Ms. Yenner	No
	Mayor Spring	Yes

RESOLUTION R-91-2014

RESOLUTION DECLARING AN EMERGENCY DUE TO THE UNSAFE CONDITION OF TWO PROPERTIES LOCATED IN THE TOWNSHIP OF ELK

Motion by Mr. Barbaro, seconded by Mr. Marchei to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mr. Barbaro	Yes
	Mr. Marchei	Yes
	Mr. Poisker	Yes
	Ms. Yenner	Yes
	Mayor Spring	Yes

RESOLUTION R-92-2014

RESOLUTION AWARDING DEMOLITION OF UNSAFE STRUCTURES AT 545 SECOND AVENUE, BLOCK 161 LOT 2 AND 288 CLAYTON AVENUE, BLOCK 206 LOT 1

Motion by Ms. Yenner, seconded by Mr. Barbaro to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mr. Barbaro	Yes
	Mr. Marchei	Yes
	Mr. Poisker	Yes
	Ms. Yenner	Yes
	Mayor Spring	Yes

RESOLUTION R-93-2014

RESOLUTION AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A COURT AGREEMENT BETWEEN THE TOWNSHIP OF ELK, BOROUGH OF CLAYTON AND BOROUGH OF NEWFIELD

Motion by Mr. Barbaro, seconded by Mr. Poisker to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mr. Barbaro	Yes
	Mr. Marchei	Yes
	Mr. Poisker	Yes
	Ms. Yenner	Yes
	Mayor Spring	Yes

RESOLUTION R-94-2014

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$1,700,000 OF GENERAL OBLIGATION BONDS, SERIES 2014, OF THE TOWNSHIP OF ELK; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS

Motion by Mr. Barbaro, seconded by Ms. Yenner to adopt and approve said Resolution, upon roll call motion carried.

Ms. Yenner asked for brief overview of this Resolution.

Mr. Considine explained the projects the township has done since 2006 have been funded with temporary financing. The township has now amassed enough temporary projects to go out and sell them permanently. Bond Counsel, Parker McCay, will perpetuate a sale, where someone will come in and bid down the price for what they are willing to buy our debt for. We will then pay off all the temporary financing and over the next 10 years, pay the permanent financing. This is not new money it is all existing money.

Roll Call:	Mr. Barbaro	Yes
	Mr. Marchei	Yes
	Mr. Poisker	Yes
	Ms. Yenner	Yes
	Mayor Spring	Yes

RESOLUTION R-95-2014

RESOLUTION APPROVING REDUCTION IN AMOUNT OF PERFORMANCE BOND PURSUANT TO TOWNSHIP ENGINEER REVIEW FOR AURA L.L.C., PHASE 1 SECTION 2, AFFECTING THE PARCEL KNOWN AS BLOCK 29, LOTS 16. 17. 17.02, 20 & 24 ON THE OFFICIAL TAX MAP OF ELK TOWNSHIP

Motion by Mr. Barbaro, seconded by Mr. Poisker to adopt and approve said Resolution, upon roll call motion carried.

Mr. Barbaro, asked if the bond for this section has been posted. It was explained the bond has not been posted. Mr. Alice stated this reduction is a reformulation of the improvements that have been completed.

The improvements were made as part of a commitment by the developer to build sections 1-5 concurrently. Some of the storm water improvements constructed are immediately adjacent and connected to section 1, and therefore can be reduced from the amount of the bond to be posted. There was also an increase of \$40,000 for the temporary cul-de-sacs.

Mr. Barbaro asked if this is normal practice that a builder would post a bond in one phase and work in other phases that are connected to it and not have bonds posted in the other phases.

Mr. Bitgood stated that yes that does happen, it is never extensive. Immediately adjacent improvements, a cul-de-sac or a drainage issue that connects, is done frequently to effect constructability issues.

Not all work can be foreseen on the plans, and can affect what needs to be done adjacent to the work limits. In this instance the drainage is interconnected.

Mr. Barbaro asked about the developer working out of the scope of work for section 1.

Mr. Bitgood said yes to the extent that grading was needed. He did go back and revisit the bond list for section 1 and the list did include all the drainage and the access road to the pump station in the bond for section 1. The storm water infrastructure other than the basin and the adjacent grading was all that was done outside the bond area. He is not unhappy with the work that has been done outside of section 1. The work was performed and inspected.

Mr. Marchei asked if the bond is not reduced tonight, can they ask for a reduction in the future.

Mr. Bitgood stated the developer can request a reduction at any time, and he is obligated to report to committee that the work has or has not been completed correctly and the value. He cannot deny the request for the reduction.

Mr. Marchei asked if the engineer is comfortable with the issue with the standing water.

Mr. Bitgood stated he is happy with response from the developer and confident they will correct the problem.

Mr. Barbaro asked if they can be required to post the bonds for the next sections before they are reduced.

Mr. Alice stated there is not a need to require that since the developer has completed the work that he is requesting a reduction.

Mr. Considine stated if the project was to close down right now, there is sufficient money in the bond to take the property back to what it was at no cost to the tax payers.

Mr. Marchei asked if it is appropriate to have Mr. Canuso give a brief explanation of the neighbor's concerns.

John Canuso stated they are asking for an adjustment of the actual numbers, for the work that has been completed. Their goal is to now post the bonds for the next sections. He stated getting a bond in NJ has become very difficult, they have to post 20% cash, which he realizes is a concern for the developer and not the committee.

The basins have to be completed to address the standing water. As soon as he can get equipment into the basins to make repairs they will be corrected.

Mr. Marchei would also like to have the water truck used more frequently to keep the dust to a minimum.

Roll Call:	Mr. Barbaro	Yes
	Mr. Marchei	Yes
	Mr. Poisker	Yes
	Ms. Yenner	Yes
	Mayor Spring	Yes

RESOLUTION R-96-2014

RESOLUTION APPROVING REDUCTION IN AMOUNT OF PERFORMANCE BOND PURSUANT TO TOWNSHIP ENGINEER REVIEW FOR AURA L.L.C., PHASE 1 SECTION 3, AFFECTING THE PARCEL KNOWN AS BLOCK 29, LOTS 16. 17. 17.02, 20 & 24 ON THE OFFICIAL TAX MAP OF ELK TOWNSHIP

Motion by Mr. Poisker, seconded by Mr. Marchei to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mr. Barbaro	Yes
	Mr. Marchei	Yes
	Mr. Poisker	Yes
	Ms. Yenner	Yes
	Mayor Spring	Yes

GLOUCESTER COUNTY REPRESENTATIVE: Gene Caldwell was in attendance to assist with any matters concerning the county.

PUBLIC PORTION:

Motion by Mr. Barbaro to open the meeting to the public, seconded by Mr. Marchei, all were in favor, motion carried.

Mayor Spring asked if anyone had any questions, comments or concerns to come forward, state your name and address and question or concern.

No one came forward.

Motion by Mr. Marchei to close the public portion, seconded by Mr. Barbaro, all were in favor, motion carried.

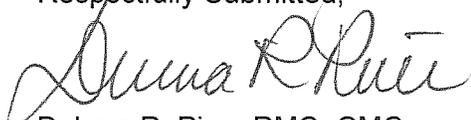
PAY BILLS:

Motion by Mr. Barbaro to Pay the Bills, seconded by Ms. Yenner, upon roll call motion was carried.

Roll Call:	Mr. Barbaro	Yes
	Mr. Marchei	Yes
	Mr. Poisker	Yes
	Ms. Yenner	Yes
	Mayor Spring	Yes

Motion by Mr. Barbaro to adjourn, seconded by Mr. Marchei, all were in favor, the meeting was adjourned at 8:16PM.

Respectfully Submitted,



Debora R. Pine, RMC, CMC
Township Clerk

RESOLUTION R-90-2014

RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK
AUTHORIZING THE REDUCTION (REQUEST #1) OF THE PERFORMANCE
GUARANTEE SUBMITTED BY AURA DEVELOPMENT GROUP, L.L.C. FOR
AURA PHASE I – SECTION 1 SUBDIVISION, AFFECTING THE PARCEL KNOWN
AS BLOCK 29, LOTS 16, 17, 17.02, 20, AND 24 ON THE OFFICIAL TAX MAP OF THE
TOWNSHIP OF ELK, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY,
RELATING TO COMBINED PLANNING AND ZONING BOARD RESOLUTION NO. 2014-8

WHEREAS, the Elk Township Combined Planning and Zoning Board granted final major subdivision approvals to Aura Development Group, L.L.C. for improvements to property identified as Block 29, Lots 16, 17, 17.02, 20, and 24 on the Official Tax Map of the Township of Elk; and

WHEREAS, via Resolution No. R-51-2014, the Mayor and Committee of Elk Township approved the Performance Guarantee amounts and escrows to guarantee the satisfactory completion of the project; and

WHEREAS, the Applicant has caused certain work to be performed relating to improvements affecting a parcel known as Block 29, Lots 16, 17, 17.02, 20, and 24 on the official Tax Map of the Township of Elk; and

WHEREAS, the Applicant posted Performance Surety Bond No. 1040163 dated May 30, 2014 issued by Lexon Insurance Company guaranteeing full and faithful completion of improvements; and

WHEREAS, the Elk Township Engineer has inspected all improvements secured by said Performance Surety Bond and has filed a written report with the Township Clerk dated September 11, 2014, attached hereto as Exhibit "A" (consisting of 3 pages), recommending reduction (Request #1) of the Performance Surety Bond in the total amount of \$360,818.04 as follows:

Amount of Original Performance Surety Bond	\$1,237,398.00
Amount of Performance Surety Bond to be Reduced (Request #1)	<u>\$ 693,504.90</u>
Amount of New Performance Surety Bond to Remain Posted	\$ 543,893.10

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Elk, Gloucester County, New Jersey, as follows:

1. The inspection deemed acceptable by the Township Engineer, as set forth in the letter dated September 11, 2014, attached hereto as Exhibit "A", is hereby approved and accepted, and the Performance Surety Bond referred to above is hereby reduced (Request #1) in the total amount of \$543,893.10 as follows:

Amount of Original Performance Surety Bond	\$1,237,398.00
Amount of Performance Surety Bond to be Reduced (Request #1)	<u>\$ 693,504.90</u>
Amount of New Performance Surety Bond to Remain Posted	\$ 543,893.10

2. That no above-mentioned Performance Guarantee shall be reduced until payment by the Applicant of any outstanding fees or costs from inspections, escrows and/or items more particularly set forth in the Township Combined Planning and Zoning Board Application and Resolution approving the project.

3. The approval granted herein is given in reliance upon all representations made by the Applicant, including drawings, plans and other application materials filed in connection with this application and those items specifically referred to upon receiving final approval by the Elk Township Combined Planning and Zoning Board. Should said representations and/or supporting documents by the Applicant prove erroneous, inaccurate, or otherwise misleading, the Township Committee reserves the right to revoke the approval granted herein and direct the Construction Official of Elk Township to issue stop work orders until such time as new, adequate Performance Guarantees are submitted to and approved by the Committee after review by the Township Engineer and Township Attorney.

4. The approval granted herein is further subject to the submission of a reduced Performance Guarantee or Rider in a form acceptable to the Township Attorney in the newly approved amount.

5. The Township Clerk is hereby directed to forward certified copies of the within Resolution to the Applicant, the Elk Township Engineer and the Elk Township Construction Official.

ADOPTED at a regular meeting of the Elk Township Committee held on November 6, 2014.

TOWNSHIP OF ELK

BY: Patrick M. Spring
Patrick M. Spring, Mayor

ATTEST:

Debora R. Pine
DEBORA R. PINE, Township Clerk

ROLL CALL VOTE				
COMMITTEE	AYES	NAYS	ABSTAIN	ABSENT
Barbaro	✓			
Marchei	✓			
Poisker	✓			
Spring	✓			
Yenner		✓		

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on November 6, 2014 in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

Debora R. Pine
DEBORA R. PINE, RMC, CMC
Township Clerk

R- 91-2014

**DECLARING AN EMERGENCY DUE TO THE UNSAFE CONDITION OF TWO PROPERTIES
LOCATED IN THE TOWNSHIP OF ELK, COUNTY OF GLOUCESTER, STATE OF NEW
JERSEY**

WHEREAS, the Construction Official for the Township of Elk has declared the following properties as Unsafe Structures and to pose an Imminent Hazard:

Block	Lot	Address
206	1	288 Clayton Avenue
161	2	545 Second Avenue

WHEREAS, delaying the demolition and removal of these dwellings could adversely affect the health and welfare of the community; and

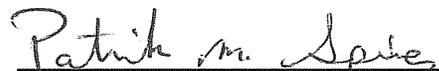
WHEREAS, the Township Committee has decided to declare an emergency on Block 206 Lot 1 and Block 161 Lot 2, based on the recommendation of Anthony Dariano, Construction Official for the Township of Elk; and

WHEREAS, the Chief Financial Officer of the Township of Elk has confirmed that emergency funds will need to be raised in the 2015 Township of Elk Operating Budget.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Elk, County of Gloucester, and State of New Jersey, that they support the decision to declare an emergency due to the conditions of the above listed properties.

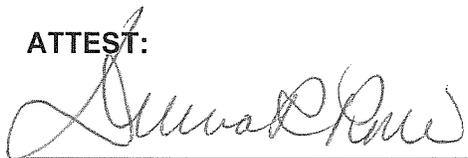
ADOPTED at a meeting of the Mayor and Committee of the Township of Elk, held on November 6, 2014.

TOWNSHIP OF ELK



PATRICK M. SPRING, Mayor

ATTEST:



DEBORA R. PINE, Township Clerk

ROLL CALL VOTE				
COMMITTEE	AYES	NAYS	ABSTAIN	ABSENT
Barbaro	✓			
Marchei	✓			
Poisker	✓			
Spring	✓			
Yenner	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on November 6, 2014 in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

DEBORA R. PINE, Township Clerk

R-92-2012

AWARDING DEMOLITION OF UNSAFE STRUCTURES AT 288 CLAYTON AVENUE, BLOCK 206 LOT 1 AND 545 SECOND AVENUE, BLOCK 161 LOT 2

WHEREAS, the dwellings located at 288 Clayton Avenue, Block 206 Lot 1 and 545 Second Avenue, Block 161 Lot 2 have been found to be in an unsafe condition; and

WHEREAS, the Construction Official of the Township of Elk had declared these dwelling condemned due to their unsafe condition and delaying the demolition and removal of these dwellings could adversely affect the health, safety and welfare of the community; and

WHEREAS, the following quotes have been obtained to have these structures demolished; and

Company	288 Clayton Avenue	545 Second Avenue
W. Hargrove Demolition	\$19,800.00	\$16,900.00
Jake Cole Demolition	\$10,870.00	\$ 9,850.00
Mark Franchi Demolition	\$11,280.00	\$10,240.00

WHEREAS, Jake Cole Demolition submitted the lowest quotes, \$10,870.00 for 288 Clayton Avenue and \$9,850.00, for 545 Second Avenue, to demolish and remove the structure, footings and foundation, and to backfill and clean the property to bring it back to a safe condition; and

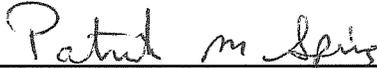
WHEREAS, the Chief Financial Officer of the Township of Elk has confirmed that these emergency funds will be raised in the 2015 Township of Elk Operating Budget; and

WHEREAS, the Township Committee desires to charge those costs against the lands and place a lien upon Block 206 Lot 1 and Block 161 Lot 2 to be added to and become part of the taxes to be levied upon said lands.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Elk, County of Gloucester, and State of New Jersey, that they support the decision to declare an emergency due to the condition of the above listed properties, and the award of the contract for the emergency demolition to Jake Cole Demolition for 288 Clayton Avenue, Block 206 Lot 1 and 545 Second Avenue, Block 161 Lot 2

ADOPTED at a meeting of the Mayor and Committee of the Township of Elk, which meeting was open to the public, held on November 6, 2014.

TOWNSHIP OF ELK


PATRICK M. SPRING Mayor

ATTEST:


DEBORA R. PINE, Township Clerk

ROLL CALL VOTE				
COMMITTEE	AYES	NAYS	ABSTAIN	ABSENT
Barbaro	✓			
Marchei	✓			
Poisker	✓			
Spring	✓			
Yenner	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on November 6, 2014 in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

DEBORA R. PINE, Township Clerk

R-93-2014
RESOLUTION OF THE TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF ELK

RE: AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A COURT AGREEMENT BETWEEN THE TOWNSHIP OF ELK, BOROUGH OF CLAYTON AND BOROUGH OF NEWFIELD

WHEREAS, the Township of Elk, Borough of Clayton and Borough of Newfield have agreed to enter into an Agreement for the operation of a Joint Municipal Court; and

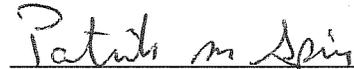
WHEREAS, the current agreement expires December 31, 2014; and

WHEREAS, the new agreement will run for three (3) years, starting January 1st, 2015.

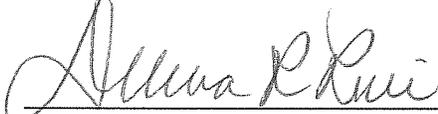
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Elk, County of Gloucester, State of New Jersey that the Mayor and Township Clerk of the Township of Elk be and are hereby authorized to execute the attached Court Agreement between the Township of Elk, the Borough of Clayton and the Borough of Newfield.

ADOPTED at a regular meeting of the Township Committee of the Township of Elk held on November 6, 2014.

TOWNSHIP OF ELK


Patrick M. Spring, MAYOR

ATTEST:


DEBORA R. PINE, TOWNSHIP CLERK

ROLL CALL VOTE				
COMMITTEE	AYES	NAYS	ABSTAIN	ABSENT
Barbaro	✓			
Marchei	✓			
Poisker	✓			
Spring	✓			
Yenner	✓			

CERTIFICATION

The foregoing Resolution was duly adopted by the Committee of the Township of Elk at a meeting held on the 6th day of November, 2014.

DEBORA R. PINE, TOWNSHIP CLERK

**AGREEMENT FOR THE OPERATION OF
A JOINT MUNICIPAL COURT BETWEEN
THE TOWNSHIP OF ELK, BOROUGH OF NEWFIELD
AND BOROUGH OF CLAYTON**

THIS AGREEMENT is made this 9th day of October, 2014, between the Township of Elk, Borough of Newfield, and Borough of Clayton.

THE TOWNSHIP OF ELK, a municipal corporation in the County of Gloucester, State of New Jersey, having its principal offices at 680 Whig Lane, Monroeville, New Jersey 08343-9209 (hereinafter referred to as “Provider”): and

THE BOROUGH OF NEWFIELD, a municipal corporation in the County of Gloucester, State of New Jersey, having its principal offices at 18 Catawba Avenue, Newfield, New Jersey; 08344-0856 (hereinafter referred to collectively with the Borough of Clayton as “Boroughs”): and

THE BOROUGH OF CLAYTON, a municipal corporation in the County of Gloucester, State of New Jersey, having its principal offices at 125 N. Delsea Drive, Clayton, New Jersey 08312-1698 (hereinafter referred to collectively with the Borough of Newfield as “Boroughs”)

WITNESSETH

WHEREAS the Township of Elk, Borough of Newfield, and Borough of Clayton deem it to be in the interests of the residents of these communities to continue a Joint Municipal Court; and

WHEREAS, each municipality has, by ordinance, a copy of which is appended hereto and made a part hereof, authorized the entering into of an agreement between the parties for the aforesaid purpose; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. and N.J.S.A. 2B:12-1(c) authorizes the establishment of a Joint Municipal Court; and

WHEREAS, the establishment of a Joint Municipal Court and this Agreement is required to be filed and approved by the Administrative Director of the Courts and the Vicinage Assignment Judge;

WHEREAS, the Township of Elk, Borough of Newfield, and Borough of Clayton wish to memorialize their agreement for the provisions of the operation of a Joint Municipal Court, as well as with respect to funding, control, operations, decision making, and personnel in accordance with the foregoing authority;

NOW THEREFORE IT IS AGREED by and between the Township of Elk (hereinafter referred to as “Provider”), Borough of Newfield, and Borough of Clayton (hereinafter referred to as “Boroughs”) as follows:

1. The Provider and the Boroughs agree to the formation, establishment, and administration of a Joint Municipal Court to serve all three municipalities, pursuant to N.J.S.A. 2B:12-1(c), et seq.
2. The Joint Municipal Court to be established pursuant to this agreement will be known as the “Elk Joint Municipal Court”.
3. The Elk Joint Municipal Court will have such jurisdiction as is now, or will hereafter be confirmed upon it by Law and Court Rules of the State of New Jersey, and the practice and procedure of the Elk Joint Municipal Court shall be governed by the Laws in such case made and provided in such Rules as the Supreme Court will promulgate and make applicable to the Elk Joint Municipal Court.

4. The Elk Joint Municipal Court will have one Judge who will be known as the “Judge of the Elk Joint Municipal Court”. Upon the recommendation of the Provider, the Judge will be appointed in accordance with N.J.S.A. 2B:12, as amended, and will serve for the term stated in that statute. The salary for the Judge shall be fixed and paid by the Provider according to its annual salary ordinance.

5. The Elk Joint Municipal Court shall have one Court Administrator, at least one Deputy Court Administrator, and such other necessary clerical or other assistants deemed necessary by the Provider. All personnel decisions shall be made at the sole and exclusive discretion of the Provider including the amount of salary to be paid to the Court Administrator, Deputy Court Administrator(s), and the staff according to the salary ordinance in effect and passed by the governing body of the Provider, as may be amended from time to time. Provider agrees, during the term of this Agreement, to maintain at least the mandated staffing requirements approved by the Municipal Court Division upon implementation of the Elk Joint Municipal Court herein.

6. The Elk Joint Municipal Court will be located at Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey 08343-9209.

7. All expenses for administering the Elk Joint Municipal Court, including but not limited to salaries, costs of materials, and equipment shall be the sole responsibility of the Provider. Provider agrees to take whatever action is required to have the Elk Joint Municipal Court Security (both facility and personnel) implemented by the effective date of this Agreement.

8. The Boroughs and the Provider agree to notify their general liability insurance carriers that the municipalities will be maintaining a Joint Municipal Court at the Township of Elk Municipal Building in Elk, New Jersey.

9. The Elk Joint Municipal Court will have a single prosecutor who will be known as the “Prosecutor of the Elk Joint Municipal Court”. The Prosecutor shall be appointed by the governing body of the Provider. The appointment of the Prosecutor will be made after consultation with the Boroughs. The Prosecutor’s salary shall be set and paid by the Provider according to its annual salary ordinance.

10. The Elk Joint Municipal Court will have a single public defender who will be known as the “Public Defender of the Elk Joint Municipal Court”. The Public Defender shall be appointed by the governing body of the Provider. The appointment of the Public Defender will be made after consultation with the Boroughs. The Public Defender’s salary shall be set and paid by the Provider according to its annual salary ordinance.

11. The Provider shall be responsible for providing all personnel of the Elk Joint Municipal Court. Assignment of duties and administration of the functions of the Elk Joint Municipal Court will be made by the Elk Joint Municipal Court Judge and Elk Joint Municipal Court Administrator, and are subject to the oversight of the Vicinage Assignment Judge through the Municipal Division Office, and shall be in compliance with Rules of Court and the Administrative Office of the Court’s Policies and Directives.

12. The Elk Joint Municipal Court shall be under the exclusive authority and control of the Provider. The Boroughs shall not provide any direction or instruction to or discipline or reprimand any employees of the Elk Joint Municipal Court. All complaints, instructions, requests, questions, or other lines of communication shall be through the governing body of the Provider and the Administrator/Clerk of the Provider or their designees. All decisions and operations of the Elk Joint Municipal Court shall, however, be at the exclusive discretion and under the exclusive

control of the Provider subject to the Rules of Court, the Administrative Office of the Court and Vicinage Assignment Judge's Polices and Directives.

13. In the event that either Borough seeks to terminate this Agreement prior to or upon the expiration of the term, it shall provide at least six months written notice in advance to all parties of the date of the termination. In the event that Provider seeks to terminate this Agreement prior to or upon the expiration of the term, it shall provide at least twelve months written notice in advance to the Boroughs. This Agreement shall otherwise continue in accordance with the provisions of N.J.S.A. 2B:12-1(d) for a term of three years from the date of renewal of the Elk Joint Municipal Court, and may be renewed for successive three (3) year terms.

14. The Provider and Boroughs agree that as needed, the parties shall review the performance and operation of the Elk Joint Municipal Court in terms of its staffing and personnel, finances, case load, and such other factors as the Provider and Boroughs may deem appropriate.

15. The Provider agrees to collect all revenue derived from the operation of the Elk Joint Municipal Court and to remit those revenues to the respective municipalities based upon proceedings arising within the jurisdiction of the municipality by the fifteenth of the month for the previous month. All Public Defender fees derived from the operation of the Elk Joint Municipal Court shall be turned over to the respective municipalities on a monthly basis. The Provider shall provide to the Boroughs a report and accounting of all fees collected for the Municipal Court Alcohol Education and Rehabilitation Fund.

16. In return for Provider providing the Joint Municipal Court function pursuant to this Agreement, the Boroughs agree to pay to Provider the following sums:

a. As to the Borough of Clayton, the sum of \$95,509.00 for the first year payable in four (4) equal payments to Provider on March 1st; June 1st; September 1st; and December

1st for each year this Agreement remains in effect. For the second year, the sum of \$97,419.00 shall be payable in four (4) equal payments to the Provider. For the third year, the sum of \$99,367.00 shall be payable in four (4) equal payments to the Provider. In addition, on a monthly basis, the Borough of Clayton shall pay to the Provider a sum equal to the Public Defender fees received from the prior month.

b. As to the Borough of Newfield, the sum of \$37,611.00 for the first year payable in four (4) equal payments to Provider on March 1st; June 1st; September 1st; and December 1st for each year this Agreement remains in effect. For the second year, the sum of \$38,364.00 shall be payable in four (4) equal payments to the Provider. For the third year, the sum of \$39,131.00 shall be payable in four (4) equal payments to the Provider. In addition, on a monthly basis, the Borough of Newfield shall pay to the Provider a sum equal to the Public Defender fees received from the prior month.

17. The Provider and Boroughs agree to cooperate, seek, share, if required, any and all financial benefits, aid, funding, tax relief, credits, and the like available from other government units or entities, including the United States of America, the State of New Jersey, New Jersey's Regional Efficiency Aid Program (REAP), and/or the County of Gloucester, as a result of this shared service agreement and the parties agree to make any written submissions and to execute any documents required in connection with the foregoing.

18. The Boroughs shall furnish the Provider with two complete copies of the Boroughs Code upon codification with ongoing supplements as necessary. Prior to codification of any newly adopted Ordinances, the Boroughs shall submit copies of all relevant Ordinances adopted after the start of the Elk Joint Municipal Court to Provider.

19. The Elk Joint Municipal Court shall hold regular Court sessions as determined by the Judge or Presiding Judge, subject to the approval of the Administrative Director of the Courts pursuant to Rule 1:30-3. It is anticipated by the parties hereto that three regular court sessions shall be scheduled per month subject to the aforementioned provisions.

20. Provider shall provide standard courtroom security for all court sessions. Prisoner transport shall be the responsibility of the respective municipalities. The Boroughs shall provide additional security assistance, if required, for “high profile” cases appearing before the Elk Joint Municipal Court.

21. Accounting records for the expenses associated with the Joint Municipal Court operations will be maintained by Provider, and shall be available for inspection by Boroughs upon request. Full accounting records of each calendar years joint municipal court operations will be available no later than the statutory municipal audit filing date of June 30th of the following year.

22. All municipal revenue accounts shall be reconciled on or before the 15th of each month pursuant to New Jersey Court Rule 7:14-4, Financial Control.

23. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by a writing, which is signed by all of the parties hereto.

24. If any part of this Agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

25. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein

at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

26. This Agreement shall become effective on January 1, 2015 only after the following, as/if required:

a. an ordinance duly authorized by the governing bodies of the Township of Elk, Borough of Newfield, and Borough of Clayton have been passed and are effective authorizing the establishment of a Joint Municipal Court and the entering into of this Agreement.

b. the filing of this Agreement together with authorizing ordinances of the Provider and the Boroughs with the Director of the Administrative Office of the Courts and the Assignment Judge.

a. The nomination and appointment by the Governor with the advice and consent of the Senate of the Judge of the Municipal Court pursuant to N.J.S.A. 2B:12-4, as amended.

b. The participating members authorizing the renewal of this Agreement for a new term pursuant to the terms of this Agreement.

27. Any notices with respect to this Agreement shall be sent as follows:

a. As to the Provider, Township of Elk, to the Mayor of Township of Elk with a copy to the Clerk/ Administrator at 680 Whig Lane, Monroeville, New Jersey 08343-9209;

b. As to the Borough of Newfield to the Mayor of the Borough of Newfield with a copy to the Clerk/Administrator at 18 Catawba Avenue, Newfield, New Jersey; 08344-0856;

c. As to the Borough of Clayton to the Mayor of the Borough of Clayton with a copy to the Clerk/Administrator at 125 N. Delsea Drive, Clayton, New Jersey 08312-1698;

d. As to the Judiciary to the Administrative Director at the Administrative Office of the Courts care of Assistant Director, Municipal Court Services at Hughes Justice Complex, 25 W. Market Street, PO Box 037, Trenton, New Jersey 08625.

e. As to the Assignment Judge at the Cumberland County Court House, 60 W. Broad Street, Bridgeton, New Jersey 08302.

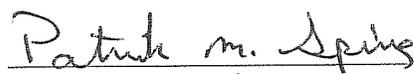
f. As to the Municipal Division Manager at 19 N. Broad Street, Woodbury, NJ 08096.

IN WITNESS WHEREOF the parties have signed this agreement by their respective Mayors after having been duly authorized by the governing bodies of the Township of Elk, Borough of Newfield, and Borough of Clayton.

ATTEST

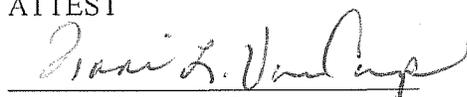

By: Debora R. Pine
Township Clerk

Township of Elk

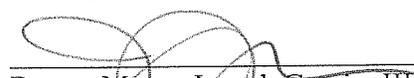

Mayor Patrick Spring

DATE: 11/06, 2014

ATTEST

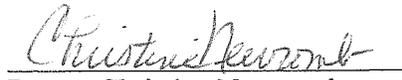

By: Toni L. Van Camp
Borough Clerk/Administrator

Borough of Newfield

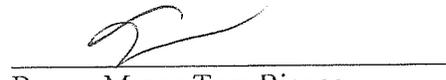

By: Mayor Joseph Curcio, III

DATE: 11-13-14, 2014

ATTEST


By: Christine Newcomb
Borough Clerk

Borough of Clayton


By: Mayor Tom Bianco

DATE: 10-9-14, 2014

TOWNSHIP OF ELK, NEW JERSEY

RESOLUTION R-94-2014

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF ELK, COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$1,700,000 OF GENERAL OBLIGATION BONDS, SERIES 2014, OF THE TOWNSHIP OF ELK; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS

BACKGROUND

WHEREAS, pursuant to the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), the Township Committee of the Township of Elk, County of Gloucester, New Jersey ("Township"), has, pursuant to bond ordinances 2006-04, 2007-18, 2007-19, 2008-12, 2009-08, 2010-46, 2011-12, 2011-13, 2013-07, 2013-11 and 2014-05, each duly and finally adopted and published in accordance with the requirements of the Local Bond Law (collectively, the "Bond Ordinances"), authorized the issuance of general obligation bonds or bond anticipation notes of the Township to finance the costs of certain capital improvements, as set forth in and authorized by the Bond Ordinances, all as more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on June 10, 2014, the Township issued its Bond Anticipation Notes of 2014, Series A, in the principal amount of \$1,043,250 ("Prior Notes"), to temporarily finance a portion of the costs of the improvements authorized by bond ordinances 2006-04, 2007-18, 2007-19, 2008-12, 2009-08, 2010-46, 2011-12 and 2011-13 ("Prior Improvements"); and

WHEREAS, the Prior Notes mature on December 15, 2014; and

WHEREAS, the Township has not yet issued any of its obligations to finance the costs of certain other improvements authorized by bond ordinances 2013-07, 2013-11 and 2014-05 ("New Improvements"; together with Prior Improvements, the "Improvements"); and

WHEREAS, it is the desire of the Township to issue its general obligation bonds in the aggregate principal amount of up to \$1,700,000, as further described in Exhibit "A", the proceeds of which, together with other available funds, will be used to: (i) repay the principal of the Prior Notes; (ii) permanently finance the costs of the New Improvements for which obligations have been authorized, but not issued; and (iii) pay certain costs and expenses incidental to the issuance and delivery of the bonds (collectively, the "Project"); and

WHEREAS, pursuant to the Local Bond Law and the Bond Ordinances, it is the intent of the Township Committee hereby to authorize, approve and direct the issuance and sale of such bonds, to ratify and confirm certain actions heretofore taken by or on behalf of the Township, and to make certain related determinations and authorizations in connection with such issuance and sale.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF ELK, COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO THE LOCAL BOND LAW, AS FOLLOWS:

Section 1. Pursuant to the Local Bond Law and the Bond Ordinances, the issuance and sale of general obligation bonds of the Township, to be designated substantially "Township of Elk, County of Gloucester, New Jersey, General Obligation Bonds, Series 2014" ("Bonds"), in an aggregate principal amount of up to \$1,700,000 for the Project, is hereby authorized and approved.

Section 2. The Bonds shall be dated their date of delivery and shall mature on December 1 in the years and amounts set forth below:

<u>Maturity Date</u>	<u>Principal</u>	<u>Maturity Date</u>	<u>Principal</u>
2015	\$175,000	2020	\$190,000
2016	180,000	2021	195,000
2017	180,000	2022	200,000
2018	185,000	2023	210,000
2019	185,000		

The term of the Bonds is equal to or less than the average period of usefulness of the Project being financed through the issuance of the Bonds. Interest on the Bonds shall be payable initially on June 1, 2015 and semiannually thereafter on December 1 and June 1 in each year until maturity. The Bonds are not subject to redemption prior to their stated maturity dates.

Section 3. The Bonds shall be general obligations of the Township. The full faith and credit of the Township are irrevocably pledged to the punctual payment of the principal of and interest on the Bonds and, to the extent payment is not otherwise provided, the Township shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 4. The Bonds will be issued in fully registered book entry only form. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both the principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository ("Securities Depository"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 through book-entries made on the books and the records of DTC and its participants. The principal of and interest on the Bonds will be paid to DTC by the Township on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of DTC as listed on the records of DTC as of the fifteenth (15th) day of the month next preceding an interest payment date. The Bonds will be executed on behalf of the Township by the manual or facsimile signatures of the Mayor and Chief Financial Officer, attested by the Township Clerk or the Deputy Township Clerk, and shall bear the affixed, imprinted or reproduced seal of the Township thereon.

Section 5. The Township is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

Section 6. In the event that DTC may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds in denominations of \$5,000, or any integral multiple thereof ("Registered

Bonds"). The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

Section 7. The preparation of a preliminary official statement ("Preliminary Official Statement") relating to the Bonds, and the distribution of said Preliminary Official Statement to prospective purchasers of the Bonds and others having an interest therein, are hereby authorized and directed. The Mayor, Chief Financial Officer and Township Clerk are each hereby authorized to deem the Preliminary Official Statement "final", as contemplated by paragraph (b)(1) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

Section 8. The Chief Financial Officer is hereby authorized to engage the services of a qualified financial institution to serve as paying agent and/or dissemination agent for the Bonds ("Paying Agent"). The Chief Financial Officer is hereby authorized to enter into an agreement with the Paying Agent for the services to be provided.

Section 9. Pursuant to the Local Bond Law, the Chief Financial Officer ("Sale Official") is hereby authorized to sell and award the Bonds at a public sale. The sale of the Bonds shall be in accordance with the provisions of the Local Bond Law and the advertised terms of such public sale. If necessary or desirable, the Sale Official is hereby authorized to postpone, from time to time, the date and time established for receipt of bids for the sale of the Bonds in accordance with the Local Bond Law. If any date fixed for receipt of bids and the sale of the Bonds is postponed, the Sale Official is hereby authorized to announce an alternative sale date at least forty-eight (48) hours prior to such alternative sale date. The Sale Official is hereby authorized and directed to cause a summary notice of sale and a notice of sale of the Bonds to be prepared and disseminated in accordance with the Local Bond Law. At the next meeting of the Township Committee after the sale and award of the Bonds, the Sale Official shall report, in writing, to the Township Committee the principal amount, the rate or rates of interest, the maturity dates, the dates upon which interest on the Bonds shall be paid, the price and the purchaser or purchasers of the Bonds.

Section 10. The utilization of i-Deal LLC, New York, New York, to provide electronic bidding services to the Township in connection with the competitive sale of the Bonds ("Bidding Agent") through the use of the Bidding Agent's BiDCOMP/PARITY auction system, pursuant to the Local Bond Law and the regulations promulgated thereunder, is hereby authorized, approved, ratified and confirmed.

Section 11. The preparation of a final official statement ("Official Statement") with respect to the Bonds is hereby authorized and directed. Within seven (7) business days of the sale of the Bonds and in sufficient time to accompany any confirmation that requests payment from a customer, the Township will deliver sufficient copies of the Official Statement to the purchaser of the Bonds in order for the same to comply with Paragraph (b)(4) of Rule 15c2-12. The Mayor, Chief Financial Officer and Township Clerk are each hereby authorized to execute the Official Statement, and the distribution thereof to purchasers and others is hereby authorized and directed. The execution of the final Official Statement by the Mayor, Chief Financial Officer and Township Clerk shall constitute conclusive evidence of approval by the Township of the changes therein from the Preliminary Official Statement. The Mayor, Chief Financial Officer and Township Clerk are each hereby authorized to approve any amendments of or supplements to the Official Statement.

Section 12. In order to assist the underwriters of the Bonds in complying with the secondary market disclosure requirements of Rule 15c2-12, the Mayor, Chief Financial Officer and Township Clerk are each hereby authorized to execute on behalf of the Township before the issuance of the Bonds an agreement providing for the preparation and filing of the necessary reports in accordance with Rule 15c2-12.

Section 13. The Township hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 14. The Township hereby covenants as follows: (i) it shall timely file such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. To the extent not otherwise exempt, the Township hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

Section 16. The Township hereby designates the Tax-Exempt Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the Township hereby represents that it reasonably anticipates that the amount of tax-exempt obligations to be issued by the Township during the period from January 1, 2014 to December 31, 2014, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed \$10,000,000 when added to the aggregate principal amount of the Tax-Exempt Bonds.

For purposes of this Section 16, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the Township: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

Section 17. Application to Standard and Poor's Ratings Services and/or Moody's Investors Service for a rating of the Bonds, and the furnishing of certain information concerning the Township and the Bonds, for the purpose of qualifying the Bonds for municipal bond insurance, are hereby authorized, ratified, confirmed and approved.

Section 18. All actions heretofore taken and documents prepared or executed by or on behalf of the Township by the Mayor, Chief Financial Officer, Township Clerk, other Township officials or by the Township's professional advisors, in connection with the issuance and sale of the Bonds are hereby ratified, confirmed, approved and adopted.

Exhibit "A"

Ordinance Number	Purpose	Bonds/Notes Authorized	Notes Outstanding	Bonds to be Issued
2006-04	Restoration of Various Streets	\$190,000	\$132,375	\$132,375
2007-18	Acquisition of Fire Truck	380,000	314,500	314,500
2007-19	Reconstruction of Various Streets; Park Improvements	213,750	176,250	176,250
2008-12	Restoration of Various Streets	95,000	80,500	80,500
2009-08	Restoration of Various Streets	190,000	183,875	183,875
2010-46	Acquisition of Recycling Cards	80,750	69,750	70,250
2011-12	Repair a Portion of Elephant Swamp Trail	142,500	43,000	142,500
2011-13	Reconstruction of Storm Drains	71,250	43,000	71,250
2013-07	Acquisition of Equipment for Police Department	71,000	0	71,000
2013-11	Reconstruction of a Portion of Moods Road	142,500	0	142,500
2014-05	Various Road and Drainage Improvements	315,000	0	315,000
TOTAL		\$1,891,750	\$1,043,250	\$1,700,000

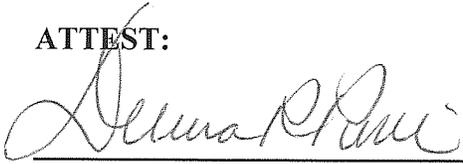
Section 19. The Mayor, Chief Financial Officer and Township Clerk are each hereby authorized to determine all matters and execute all documents and instruments in connection with the Bonds not determined or otherwise directed to be executed by the Local Bond Law, the Bond Ordinances, or by this or any subsequent resolution, and the signatures of the Mayor, Chief Financial Officer or Township Clerk on such documents or instruments shall be conclusive as to such determinations.

Section 20. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

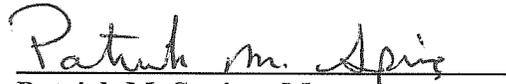
Section 21. This resolution shall take effect immediately upon adoption this 6th day of November, 2014.

TOWNSHIP OF ELK

ATTEST:



DEBORA R. PINE, Township Clerk



Patrick M. Spring, Mayor

ROLL CALL VOTE				
COMMITTEE	AYES	NAYS	ABSTAIN	ABSENT
Barbaro	✓			
Marchei	✓			
Poisker	✓			
Spring	✓			
Yenner	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on November 6, 2014 in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

DEBORA R. PINE, Township Clerk

RESOLUTION R-95-2014

RESOLUTION APPROVING REDUCTION IN AMOUNT OF PERFORMANCE BOND PURSUANT TO TOWNSHIP ENGINEER REVIEW FOR AURA L.L.C., PHASE 1, SECTION 2, AFFECTING THE PARCEL KNOWN AS BLOCK 29, LOTS 16, 17, 17.02, 20 & 24 ON THE OFFICIAL TAX MAP OF ELK TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

WHEREAS, under Resolution R-40-2014 the Elk Township Committee approved the amount of Performance Bond pursuant to the site plan approval by the Elk Township Planning Board for Aura, L.L.C., Phase 1 Section 2 affecting the parcel known as Block 29, Lots 16, 17, 17.02, 20 & 24 on the official Tax Map of the Township of Elk; and

WHEREAS, the developer has requested a reduction in the Performance Bond amount; and

WHEREAS, the Township Engineer has reviewed the Bond reduction request and agreed to a reduction of the Performance Bond amount originally established in the amount of \$388,441.80 to a reduced amount of \$314,089.80.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Elk, Gloucester County, New Jersey, as follows:

1. The Performance Bond originally established in the amount of \$388,441.80 is reduced to an amount of \$314,089.80.

2. The five percent (5%) inspection escrow which was a part of the original Resolution shall remain in full force and effect.

3. The approval granted herein is given in reliance upon all representations made by the developer, including drawings, plans and other application materials filed in connection with this application and those items specifically referred to upon receiving final approval by the Elk Township Planning Board; should said representations and/or supporting documents by the applicant prove erroneous, inaccurate, or otherwise misleading, the Township Committee reserves the right to revoke the approval granted herein and direct the Construction Official of Elk Township to issue stop work orders until such time as new, adequate performance guarantees are submitted to and approved by the Committee after review by the Township Engineer and Township Attorney.

4. The approval granted herein is further subject to the submission of a Performance Guarantee in a form acceptable to the Township attorney.

5. The Township Clerk is hereby directed to forward certified copies of the within resolution to the developer; Elk Township Engineer; Township Attorney; and Elk Township Construction Official.

ADOPTED at a regular meeting of the Elk Township Committee held November 6, 2014.

TOWNSHIP OF ELK

Patrick M. Spring
Patrick M. Spring, Mayor

ATTEST:

DEBORA R. PINE, Township Clerk

ROLL CALL VOTE table with columns: COMMITTEE, AYES, NAYS, ABSTAIN, ABSENT. Rows: Barbaro, Marchei, Poisker, Spring, Yenner.

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on November 6, 2014 in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

DEBORA R. PINE, Township Clerk

RESOLUTION R-96-2014

RESOLUTION APPROVING REDUCTION IN AMOUNT OF PERFORMANCE BOND PURSUANT TO TOWNSHIP ENGINEER REVIEW FOR AURA L.L.C., PHASE 1, SECTION 3, AFFECTING THE PARCEL KNOWN AS BLOCK 29, LOTS 16, 17, 17.02, 20 & 24 ON THE OFFICIAL TAX MAP OF ELK TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

WHEREAS, under Resolution R-41-2014 the Elk Township Committee approved the amount of Performance Bond pursuant to the site plan approval by the Elk Township Planning Board for Aura, L.L.C., Phase 1 Section 3 affecting the parcel known as Block 29, Lots 16, 17, 17.02, 20 & 24 on the official Tax Map of the Township of Elk; and

WHEREAS, the developer has requested a reduction in the Performance Bond amount; and

WHEREAS, the Township Engineer has reviewed the Bond reduction request and agreed to a reduction of the Performance Bond amount originally established in the amount of \$553,636.80 to a reduced amount of \$314,995.26.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Elk, Gloucester County, New Jersey, as follows:

1. The Performance Bond originally established in the amount of \$553,636.80 is reduced to an amount of \$314,995.26.

2. The five percent (5%) inspection escrow which was a part of the original Resolution shall remain in full force and effect.

3. The approval granted herein is given in reliance upon all representations made by the developer, including drawings, plans and other application materials filed in connection with this application and those items specifically referred to upon receiving final approval by the Elk Township Planning Board; should said representations and/or supporting documents by the applicant prove erroneous, inaccurate, or otherwise misleading, the Township Committee reserves the right to revoke the approval granted herein and direct the Construction Official of Elk Township to issue stop work orders until such time as new, adequate performance guarantees are submitted to and approved by the Committee after review by the Township Engineer and Township Attorney.

4. The approval granted herein is further subject to the submission of a Performance Guarantee in a form acceptable to the Township attorney.

5. The Township Clerk is hereby directed to forward certified copies of the within resolution to the developer; Elk Township Engineer; Township Attorney; and Elk Township Construction Official.

ADOPTED at a regular meeting of the Elk Township Committee held November 6, 2014.

TOWNSHIP OF ELK

Patrick M. Spring

Patrick M. Spring, Mayor

ATTEST:

Deborah R. Pine

DEBORA R. PINE, Township Clerk

ROLL CALL VOTE

COMMITTEE	AYES	NAYS	ABSTAIN	ABSENT
Barbaro	✓			
Marchei	✓			
Poisker	✓			
Spring	✓			
Yenner	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on November 6, 2014 in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

DEBORA R. PINE, Township Clerk

BILL APPROVAL

November 6, 2014

Bank Wires, Manual and Interim Checks

GENERAL ACCOUNT

1) Elk Township	14-00821	\$63,501.01
2) Elk Township	14-00844	\$67,832.12
3) State of NJ Division of Pensions	14-00855	\$32,114.01
4) Gloucester County Treasurer	14-00784	\$546,928.55
5) Gloucester County Library	14-00785	\$41,027.60

ELMER ESCROW:

1) Adams & Adams	14-00859	\$715.00
2) Bach Associates	14-00860	\$490.00
3) Federici & Akin	14-00861	\$3,266.50
4) Dale Tayler, Esq.	14-00858	\$525.00

Batch Id: SC Batch Type: C Batch Date: 11/06/14 Checking Account: CURRENT G/L Credit: Budget G/L Credit
Generate Direct Deposit: N

Check No. PO #	Check Date Enc Date	Vendor # Item Description	Name	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
14-00856	11/04/14	1	A0055 ADAMS & ADAMS GENERAL LEGAL	405.00	JOAN ADAMS ESQ. 4-01- -023-232 LEGAL COSTS	Budget	Aprv	51	1
				<u>405.00</u>					
14-00823	10/28/14	1	A0132 DAVID ALEXANDER REIMBURSE BOOTS	115.00	101 RAILROAD AVENUE 4-01- -910-004 INSURANCE REFUNDS	Budget	Aprv	10	1
				<u>115.00</u>					
14-00824	10/28/14	1	A0221 DONALD ASH REIMBURSE BOOTS	144.99	721 NEWPORT DRIVE 4-01- -910-004 INSURANCE REFUNDS	Budget	Aprv	11	1
				<u>144.99</u>					
14-00842	11/01/14	1	A0260 ATLANTIC CITY ELECTRIC ELECTRIC	2,157.64	5 COLLINS DRIVE 4-01- -037-223 ELECTRICITY	Budget	Aprv	33	1
14-00842	11/01/14	2	ELECTRIC	896.18	4-01- -037-223 ELECTRICITY	Budget	Aprv	34	1
14-00842	11/01/14	3	STREET LIGHTS	13.02	4-01- -037-222 STREET LIGHTING EXPENSE	Budget	Aprv	35	1
14-00842	11/01/14	4	STREET LIGHTS	13.79	4-01- -037-222 STREET LIGHTING EXPENSE	Budget	Aprv	36	1
				<u>3,080.63</u>					
14-00878	11/04/14	1	A0347 AURA SCHOOL 6TH GRADE CLASS CLEANUP	500.00	G-01- -120-101 CLEAN COMMUNITIES	Budget	Aprv	70	1
				<u>500.00</u>					
14-00851	11/04/14	1	A0359 AUTO SHINE CAR WASH SEPTEMBER SERVICE	47.50	300 NORTH BLACK HORSE PIK 4-01- -029-225 MISCELLANEOUS	Budget	Aprv	48	1
				<u>47.50</u>					
14-00811	10/16/14	1	B0263 BROWNELLS, INC. AR15-SUPPLIES	99.29	200 SOUTH FRONT STREET 4-01- -029-236 EQUIPMENT & SUPPLIES	Budget	Aprv	3	1
				<u>99.29</u>					
14-00835	10/30/14	1	C0082 CETTEI & CONNELL, INC. BLANKET SPECIAL RISK	500.00	PO BOX 657 4-01- -026-223 LIABILITY (JIF/SURITY)	Budget	Aprv	26	1
				<u>500.00</u>					
14-00881	11/04/14	1	C0149 STEPHEN CONSIDINE REIMBURSE NJGFOA DUES	90.00	4-01- -013-229 ASSOCIATIONS DUES & FEES	Budget	Aprv	72	1

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			90.00					
14-00813	11/06/14 10/16/14	C0167 COMCAST 1 MONTHLY SERVICE	141.76	4-01- -037-224 TELEPHONE	Budget	Aprv	4	1
			141.76					
14-00749	11/06/14 09/17/14	D0139 DEERPARK 1 WATER 0418224421563	105.30	PO BOX 856192 4-01- -020-225 MISCELLANEOUS	Budget	Aprv	1	1
14-00817	11/06/14 10/18/14	D0139 DEERPARK 1 WATER	78.33	4-01- -020-225 MISCELLANEOUS	Budget	Aprv	9	1
			183.63					
14-00845	11/06/14 11/03/14	D0150 DELSEA REGIONAL HIGH SCHOOL 1 2014-2015 SCHOOL TAXES	0.00	ATTN: BOARD OFFICE 4-01- -905-002 REGIONAL SCHOOL TAXES	Budget	Aprv	38	1
14-00845	11/03/14	2 JULY 9	264,914.17	4-01- -905-002 REGIONAL SCHOOL TAXES	Budget	Aprv	39	1
14-00845	11/03/14	3 AUGUST 13	228,338.17	4-01- -905-002 REGIONAL SCHOOL TAXES	Budget	Aprv	40	1
14-00845	11/03/14	4 SEPTEMBER 10	264,913.17	4-01- -905-002 REGIONAL SCHOOL TAXES	Budget	Aprv	41	1
14-00845	11/03/14	5 OCTOBER 8	228,338.17	4-01- -905-002 REGIONAL SCHOOL TAXES	Budget	Aprv	42	1
			986,503.68					
14-00836	11/06/14 10/30/14	D0203 DENNY SEPTIC & PORTABLE TOILET 1 OCTOBER SERVICE	140.00	598 JACKSON ROAD 4-01- -020-225 MISCELLANEOUS	Budget	Aprv	27	1
			140.00					
14-00865	11/06/14 11/04/14	ELE02 JANET M. IRBY 1 11/4 ELECTION	200.00	156 STANGER AVENUE 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	57	1
			200.00					
14-00863	11/06/14 11/04/14	ELE16 DENISE MAURER 1 11/4 ELECTION	200.00	414 UNION STREET 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	55	1
			200.00					
14-00874	11/06/14 11/04/14	ELE20 DIANE RAMSEY 1 11/4 ELECTION	225.00	104 DUTCH ROW ROAD 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	66	1
			225.00					
14-00864	11/06/14 11/04/14	ELE27 JUDITH HAYNICZ 1 11/4 ELECTION	200.00	236 W. CLAYTON AVENUE 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	56	1
			200.00					

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14-00866	11/06/14 11/04/14	ELE29 SUZANNE T. SEAVY 1 11/4 ELECTION	225.00 <u>225.00</u>	1406 FERRELL ROAD 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	58	1
14-00875	11/06/14 11/04/14	ELE30 KAREN SCHNEEMAN 1 11/4 ELECTION	200.00 <u>200.00</u>	197 JERRYS AVENUE 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	67	1
14-00870	11/06/14 11/04/14	ELE32 KRISTIE GANT 1 11/4 ELECTION	225.00 <u>225.00</u>	475 ELK ROAD 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	62	1
14-00877	11/06/14 11/04/14	ELE41 GEORGE REISTLE 1 11/4 ELECTION	200.00 <u>200.00</u>	713 WEBSTER DRIVE 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	69	1
14-00872	11/06/14 11/04/14	ELE42 EDWIN PEARSON 1 11/4 ELECTION	200.00 <u>200.00</u>	1457 ELLIS MILL ROAD 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	64	1
14-00868	11/06/14 11/04/14	ELE46 BARBARA PEARSON 1 11/4 ELECTION	200.00 <u>200.00</u>	1457 ELLIS MILL ROAD 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	60	1
14-00862	11/06/14 11/04/14	ELE49 TIMOTHY PINE 1 11/4 ELECTION	225.00 <u>225.00</u>	5 HILL LANE 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	54	1
14-00873	11/06/14 11/04/14	ELE52 MARIA A. CALABRO 1 11/4 ELECTION	200.00 <u>200.00</u>	374 LINCOLN MILL ROAD 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	65	1
14-00876	11/06/14 11/04/14	ELE53 ALISHA GANT 1 11/4 ELECTION	200.00 <u>200.00</u>	475 ELK ROAD 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	68	1
14-00867	11/06/14 11/04/14	ELE54 JAKE RAMSEY 1 11/4 ELECTION	200.00 <u>200.00</u>	1031 ELK ROAD 4-01- -012-225 MISCELLANEOUS	Budget	Aprv	59	1
14-00857	11/06/14 11/04/14	F0253 FEDERICI & AKIN, PA 1 ROAD PROGRAM/EVALUATION ETC	2,803.50	307 GREENTREE ROAD 4-01- -019-222	Budget	Aprv	52	1

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14-00857	11/04/14	2 DRAINAGE ISSUES-VARIOUS	375.00	ENGINEERING OPERATING EXPENSES 4-01- -019-222	Budget	Aprv	53	1
			<u>3,178.50</u>	ENGINEERING OPERATING EXPENSES				
14-00854	11/04/14	1 ECODE 360 ANNUAL MAINTENANCE	1,195.00	781 ELMGROVE ROAD 4-01- -043-255	Budget	Aprv	50	1
			<u>1,195.00</u>	CODIFICATION				
14-00837	11/01/14	1 SIGNS-STOP, STREET	793.55	1740 E. OAK ROAD 4-01- -035-222	Budget	Aprv	28	1
			<u>793.55</u>	ROAD SIGNS OPERATING EXPENSE				
14-00825	10/30/14	1 REIMBURSE-SIGNAGE	352.50	4-01- -029-225	Budget	Aprv	12	1
			<u>352.50</u>	MISCELLANEOUS				
14-00871	11/04/14	1 11/4 ELECTION	200.00	607 AURA ROAD 4-01- -012-225	Budget	Aprv	63	1
			<u>200.00</u>	MISCELLANEOUS				
14-00833	10/30/14	1 10/17 REGULAR	636.85	2104 FAIRFAX AVENUE 4-01- -037-226	Budget	Aprv	19	1
14-00833	10/30/14	2 10/17 DIESEL	504.35	GASOLINE/DIESEL 4-01- -037-226	Budget	Aprv	20	1
14-00833	10/30/14	3 10/24 REGULAR	623.18	GASOLINE/DIESEL 4-01- -037-226	Budget	Aprv	21	1
14-00879	11/04/14	1 10/31 -UNLEADED	914.63	GASOLINE/DIESEL 4-01- -037-226	Budget	Aprv	71	1
			<u>2,679.01</u>	GASOLINE/DIESEL				
14-00853	11/04/14	1 BACKUP/RECOVERY MONTHLY	112.20	126 E. BEECHTREE LANE 4-01- -011-333	Budget	Aprv	49	1
			<u>112.20</u>	GENERAL ADMIN - EQUIP. MAINT.				
14-00838	11/01/14	1 88 FORD F700-FILTERS,CHECK,ETC	343.34	PO BOX 261 4-01- -061-236	Budget	Aprv	29	1
14-00838	11/01/14	2 F800-CHECK OVER ALL	3,648.43	PUB WORKS VEHICLE MAINT-MINOR 4-01- -061-238	Budget	Aprv	30	1
14-00838	11/05/14	3 88 FORD F800 INSPECTION	87.00	PUB WORKS VEHICLE MAINT-MAJOR 4-01- -061-236	Budget	Aprv	31	1
			<u>4,078.77</u>	PUB WORKS VEHICLE MAINT-MINOR				
14-00869	11/04/14	1 11/4 ELECTION	200.00	277 CLAYTON AVENUE 4-01- -012-225	Budget	Aprv	61	1

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			200.00	MISCELLANEOUS				
14-00815	11/06/14 10/16/14	Q0401 QULL CORPORATION 1 TAPE,SUGAR,KLEENEX,TONER	230.65	PO BOX 94080 4-01- -043-223 OFFICE SUPPLIES	Budget	Aprv	5	1
14-00815	11/06/14 10/16/14	2 TONER	152.76	4-01- -013-223 OFFICE SUPPLIES	Budget	Aprv	6	1
14-00815	11/06/14 10/16/14	3 TONER	83.72	4-01- -046-223 OFFICE SUPPLIES	Budget	Aprv	7	1
14-00815	11/06/14 10/16/14	4 TONER	166.95	4-01- -015-223 OFFICE SUPPLIES	Budget	Aprv	8	1
			634.08					
14-00847	11/06/14 11/04/14	R0015 R & R RADAR, INC. 1 STALKER RADAR SCREEN REPLACE	50.00	PO BOX 401 4-01- -029-239 REPAIRS TO EQUIPMENT	Budget	Aprv	43	1
			50.00					
14-00843	11/06/14 11/01/14	S0010 SAFEGUARD BUSINESS SYSTEMS INC 1 CURRENT FUND CHECKS	218.26	PO BOX 88043 4-01- -013-224 PRINTING OF FORMS	Budget	Aprv	37	1
			218.26					
14-00828	11/06/14 10/30/14	S0413 SIGN LANGUAGE SERVICES, LLC 1 10/16-INTERPRETER	181.20	912 EAST AVENUE 4-01- -050-225 MISCELLANEOUS	Budget	Aprv	15	1
			181.20					
14-00829	11/06/14 10/30/14	S0455 LUZ S. SMITH 1 COURT OCTOBER	600.00	2835 FRIENDSHIP STREET 4-01- -050-225 MISCELLANEOUS	Budget	Aprv	16	1
			600.00					
14-00841	11/06/14 11/01/14	S0556 STATE OF NEW JERSEY 1 0-222-057-126 - THIRD QTR	669.50	TREASURER 4-01- -049-225 UNEMPLOYMENT FUND	Budget	Aprv	32	1
			669.50					
14-00849	11/06/14 11/04/14	S0620 STATE TOXICOLOGY LABORATORY 1 RANDOM TESTING	45.00	325 NORFOLK STREET 4-01- -029-225 MISCELLANEOUS	Budget	Aprv	44	1
			45.00					
14-00834	11/06/14 10/30/14	T0200 TAG'S AUTO SUPPLY, INC 1 BATTERY CABLE,BATTERY,ETC	224.92	12 W. HIGH STREET 4-01- -061-226 POLICE VEHICLE MINOR REPAIR	Budget	Aprv	22	1
14-00834	11/06/14 10/30/14	2 BATTERY	189.87	4-01- -061-226 POLICE VEHICLE MINOR REPAIR	Budget	Aprv	23	1
14-00834	11/06/14 10/30/14	3 BATTERY	155.17	4-01- -061-226 POLICE VEHICLE MINOR REPAIR	Budget	Aprv	24	1
14-00834	11/06/14 11/04/14	4 RETURN	189.87-	4-01- -061-226 POLICE VEHICLE MINOR REPAIR	Budget	Aprv	25	1

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			380.09	POLICE VEHICLE MINOR REPAIR				
14-00827	11/06/14 10/30/14	T0390 THIS & THAT UNIFORMS 1 SHIRTS,PANTS,GLOVES,SOCKS,ETC	700.00	1500 S. NEW ROAD 4-01- -029-233	Budget	Aprv	13	1
				UNIFORM ALLOWANCE				
14-00827	10/30/14	2 SHIRTS,PANTS,VEST,LIGHT	700.00	4-01- -029-233	Budget	Aprv	14	1
				UNIFORM ALLOWANCE				
14-00850	11/04/14	1 PANTS, SHIRTS, STRIPES	155.00	4-01- -029-233	Budget	Aprv	45	1
				UNIFORM ALLOWANCE				
14-00850	11/04/14	2 PANTS,ZIPPERS,BELT SET	537.00	4-01- -029-233	Budget	Aprv	46	1
				UNIFORM ALLOWANCE				
14-00850	11/04/14	3 CAP,SHIRTS,BOOTS,BELT SET	590.00	4-01- -029-233	Budget	Aprv	47	1
				UNIFORM ALLOWANCE				
			2,682.00					
14-00774	11/06/14 09/29/14	T0600 TREASURER OF SCHOOL MONEYS 6 NOVEMBER 12	227,736.00	ELK TOWNSHIP BOARD OF ED 4-01- -905-001	Budget	Aprv	2	1
				LOCAL SCHOOL TAXES				
			227,736.00					
14-00832	11/06/14 10/30/14	W0080 WARREN'S HARDWARE 1 KEYS,NUTS,BOLTS AND SCREWS	13.86	110 BRIDGETON PIKE 4-01- -034-236	Budget	Aprv	18	1
				EQUIPMENT & SUPPLIES				
			13.86					
14-00830	11/06/14 10/30/14	X0300 XTEL COMMUNICATIONS, INC. 1 TELEPHONE	1,004.97	4-01- -037-224	Budget	Aprv	17	1
				TELEPHONE				
			1,004.97					

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	48	72	1,241,855.97

There are NO errors or warnings in this listing.