

**BOROUGH OF GIBBSBORO  
COUNCIL MEETING MINUTES**

**July 23, 2025**

**7:00 P.M.**

**Meeting called to order** at 7:00 p.m.

**Pledge of Allegiance**

**Moment of Silence** for Cornelius "Neil" Mallon, Kathleen Holwick, and Jon Batchelor

**Mayor Campbell read the Opening Statement:** "All the notice requirements of the Open Public Meeting Act have been complied with in full."

**ROLL CALL**

Present:

Absent:

Councilman Mitchell Brown

Councilman Fred Deterding

Councilman Andrew Parsinitz

Councilman Ronald Rickert

Councilman John Ritz

Councilman Glenn Werner

Professionals:

Salvatore J. Siciliano, Solicitor

Shawn Seroka, Engineer

**ORDINANCES FOR FIRST READING**

**ORDINANCES FOR SECOND READING**

2025-08      ORDINANCE AMENDING CHAPTER 400, ZONING, OF THE CODE OF THE BOROUGH OF GIBBSBORO TO REPEAL THE C-1 COMMERCIAL ZONE AND TO ADD THE C-1 TOWN CENTER DISTRICT

Public Comment: No comment

Motion to adopt ordinance: Councilman Ritz, second Councilman Rickert

Poll:    Ayes – Brown, Deterding, Rickert, Ritz, Werner      (Parsinitz, abstain)

2025-09      BOND ORDINANCE PROVIDING FOR THE EDGEHILL ROAD SEWER REHABILITATION PROJECT IN AND BY THE BOROUGH OF GIBBSBORO, IN THE COUNTY OF CAMDEN, NEW JERSEY, APPROPRIATING \$1,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF

Public Comment: Nilesh Patel, 1 South Lakeview Drive

Motion to approve: Councilman Rickert, second Councilman Parsinitz

Poll:    Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

## RESOLUTIONS

- 2025-7-116 RESOLUTION APPROVING CHANGE ORDER NO. 1 – STORM SEWER IMPROVEMENTS TO CEDARCROFT ROAD
- 2025-7-117 RESOLUTION AMENDING THE BOROUGH OF GIBBSBORO 2025 YEAR MUNICIPAL BUDGET BY THE INSERTION OF A SPECIAL ITEM OF REVENUE AND APPROPRIATION FROM THE NEW JERSEY DIVISION OF MOTOR VEHICLES
- 2025-7-120 RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,500,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE BOROUGH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM
- 2025-7-121 RESOLUTION AUTHORIZING THE SUBMISSION TO CAMDEN COUNTY OF AN APPLICATION FOR RECREATION FACILITY ENHANCEMENT FUNDING FOR RECREATION EQUIPMENT AT POLE HILL PARK

Public comment on pending resolutions: No comment

Motion to approve: Councilman Rickert, second Councilman Brown,

Poll: Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

## REPORT OF MUNICIPAL OFFICERS

Borough Clerk (X)  
Construction Official (X)  
Tax Collector (X)  
Treasurer (X)  
Compliance Officer ()

Risk Manager (X)  
Police Department ()  
Sewer Clerk (X)  
Court Clerk (X)  
Fire Official ()

## **COUNCIL COMMITTEE REPORTS**

PUBLIC WORKS  
PUBLIC EVENTS / ENVIRONMENTAL  
INSURANCE  
TRASH & RECYCLING / HEALTH  
RECREATION / L&I / PLANNING BOARD  
POLICE  
MAYOR'S REPORT

Councilman Rickert  
Councilman Parsinitz  
Councilman Werner  
Councilman Deterding  
Councilman Ritz  
Councilman Brown  
Mayor Campbell

Motion to put written reports on file for one year: Councilman Ritz, second Councilman Parsinitz

Vote: Ayes unanimous

## **CORRESPONDENCE**

## **OLD BUSINESS**

### **1. TAX ABATEMENT**

*Report on a Borough-Wide Area in Need of Rehabilitation: Gibbsboro Borough prepared by Borough Planner, dated 7/16/25*

2025-7-119 RESOLUTION DESIGNATING THE BOROUGH OF GIBBSBORO, CAMDEN COUNTY AS AN "AREA IN NEED OF REHABILITATION" UNDER THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1 ET SEQ.

Public Comment: No comment

Motion to approve: Councilman Werner, second Councilman Ritz

Poll: Ayes – Brown, Deterding, Rickert, Ritz, Werner (Parsinitz, abstain)

### **2. THIRD AMENDMENT TO SHERWIN-WILLIAMS COMMUNITY BENEFITS AGREEMENT**

2025-7-122 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE COMMUNITY BENEFITS AGREEMENT WITH SHERWIN-WILLIAMS

Motion to approve: Councilman Rickert, second Councilman Brown

Poll: Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

## 3. CONTRACT FOR EDGEHILL ROAD

	Amount Bid Base Bid 'A'	Amount Bid Base Bid 'B'	Total Amount Bid Base Bids 'A' & 'B'
<b>ENGINEER'S ESTIMATE =</b>	\$232,708.00	\$887,492.00	\$1,120,200.00

	Amount Bid Base Bid 'A'	Amount Bid Base Bid 'B'	Total Amt Bid Base Bids 'A' & 'B'
<b>BIDDERS:</b>			
Pioneer GC Company, Inc. of Bradley Beach, NJ	\$207,378.00	\$597,230.00	\$804,608.00
Think Pavers Hardscaping of Mt. Royal, NJ	\$202,190.00	\$610,784.00	\$812,974.00
Fred M. Schiavone Construction of Malaga, NJ	\$267,826.50	\$638,357.00	\$906,183.50

2025-7-118 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PIONEER GENERAL CONTRACTING COMPANY FOR THE PROJECT "IMPROVEMENTS TO EDGEHILL ROAD, FROM CEDARCROFT TO WINDING WAY" IN THE BOROUGH OF GIBBSBORO

Motion to approve: Councilman Parsinitz, second Councilman Rickert

Poll: Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

**NEW BUSINESS**

## 1. CONTRACTS FOR PROPERTY APPRAISALS

## a. MAKS Properties LLC (Block 18.02, Lot 1.04)

AJ Lehman (Manasquan, NJ) \$4500 (additional services, \$165 hourly)

Motion to award contract to AJ Lehman: Councilman Rickert, second Councilman Ritz

Poll: Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

## b. Dunkin' Brands Inc (Block 8.02, Lot 3.13)

CBRE, Inc (Philadelphia, PA) \$3650 (additional services, \$450 hourly)  
AJ Lehman (Manasquan, NJ) \$4000 (additional services, \$165 hourly)

Due to the likelihood of condemnation, the additional services were factored into the award of this contract.

Motion to award contract to AJ Lehman conditioned on a final attempt to reach an agreement with the owner and avoid condemnation: Councilman Ritz, second Councilman Werner

Poll: Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

2. HADDON AVENUE TRAFFIC PATTERN

Three possible traffic patterns were presented involving Haddon Avenue and Washington Street.

Public Comment:

John Favat, 20 Haddon Avenue  
Andrew Smith, 21 Haddon Avenue  
Ann Braddock, 72 Haddon Avenue  
James Coulter, 139 Manor Road

The Borough Engineer will work with the Department of Transportation in order to make a recommendation regarding the traffic pattern. Traffic studies will be undertaken and additional opportunities for public comment will be provided prior to any changes being enacted.

3. EDUCATION REQUEST

Employees:	Amy Troxel, Ashley Horay
Positions:	Borough Clerk, Deputy Clerk
Course Title:	CCMCA Summer Mini-Conference
Location/Dates:	Waterford Township Senior Center/Friday, August 15, 2025
Cost:	\$25 (each)

Motion to approve requests: Councilman Parsinitz, second Councilman Werner

Poll: Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

4. PURCHASE OF ALCOTEST SYSTEM

Drager Alcotest System      \$22,822.50

The Drager system is the only unit approved by the State of New Jersey. Competitive quotes are, therefore, not required.

Motion to approve purchase, to be charged to Ordinance 2024-04: Councilman Rickert, second Councilman Brown

Poll: Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

5. PUBLIC SAFETY CONCERNS RE BLOCK PARTIES & SPECIAL EVENTS

MEL/JIF Law Enforcement Bulletin re Block Parties (2025)  
MEL/JIF Safety Director Bulletin re Special Events (2025)

6. FACILITIES USE REQUEST

Applicant: United States Environmental Protection Agency  
Facility: Senior Recreation Center  
Date/Time: August 7, 2025 (6:00-8:00 p.m.)  
Fee/Bond: Waiver requested

Motion to approve request and grant waiver: Councilman Parsinitz, second Councilman Brown

Poll: Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

**VOUCHERS**

Motion to dispense reading and approve vouchers in the amount of \$607,214.84:  
Councilman Ritz, second Councilman Brown

Poll: Ayes – Brown, Deterding, Parsinitz, Rickert, Ritz, Werner

**MINUTES**

Motion to dispense reading and approve the minutes of 6/25/25: Councilman Rickert, second Councilman Brown

Vote: Ayes unanimous (Deterding and Werner, abstain)

**CLOSING COMMENTS**

**MEETING OPEN TO THE PUBLIC**

Leah Williams, Kion's Group.  
Barbara Shelton-Gerace, 4 Farwood Road.  
James Coulter, 139 Manor Road.

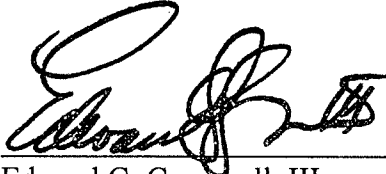
**INFORMATIONAL**

1. Next regular meeting of the Borough Council is August 27, 2025 at 7:00 p.m.
2. EPA Meeting for public comment on proposed plan to address contaminated groundwater at the Sherwin-Williams/Hilliards Creek Superfund site in Gibbsboro is August 7, 2025 at 6:00 p.m. at the Senior Recreation Center.

**ADJOURNMENT**

Motion to adjourn the meeting at 9:00 p.m. Councilman Rickert, second Councilman Brown

Vote: Ayes unanimous



Edward G. Campbell, III  
Mayor



Amy C. Troxel, RMC  
Borough Clerk

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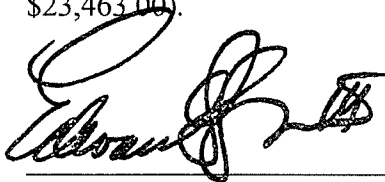
**RESOLUTION OF THE BOROUGH OF GIBBSBORO  
APPROVING CHANGE ORDER NO. 1 – STORM SEWER IMPROVEMENTS TO  
CEDARCROFT ROAD**

**WHEREAS**, it was necessary to make changes in the scope of work to be one for the Storm Sewer Improvements to Cedarcroft Road from Winding Way to Haddon Avenue (Partially Funded through the New Jersey Department of Transportation Local Transportation Project Fund, FY2023) in the Borough of Gibbsboro, County of Camden, State of New Jersey; and

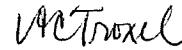
**WHEREAS**, Change Order No. 1 was developed to itemize and authorize those changes; and

**WHEREAS**, certification has been received by the Borough Treasurer/Finance Director that sufficient funds have been allocated for this Change Order No. 1; and

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Gibbsboro that Change Order No. 1 is hereby authorized to revise the Contract Amount from \$338,226.50 to \$361,689.50 (increase of \$23,463.00).



Edward G. Campbell, III  
Mayor



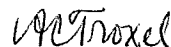
Amy C. Troxel, RMC  
Borough Clerk

	AYE	NAY	ABSENT	ABSTAIN
BROWN	✓			
DETERDING	✓			
PARSINITZ	✓			
RICKERT	✓			
RITZ	✓			
WERNER	✓			

Adopted: July 23, 2025

I HEREBY CERTIFY, that the foregoing resolution is a true copy of a resolution adopted by Mayor and Council of the Borough of Gibbsboro, New Jersey at their meeting held July 23, 2025.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of this Borough.



Amy C. Troxel, RMC  
Borough Clerk




### **TREASURER'S CERTIFICATION**

I, Albert Stanley, Certified Financial Officer, for the Borough of Gibbsboro do hereby certify, pursuant to the rules of the Local Finance Board of the State of New Jersey and in accordance with N.J.S.A. 40A:4-57, that there are available adequate funds for Change Order No. 1 on the Contract between the Mayor and Council of the Borough of Gibbsboro and DiMeglio Construction Company, Inc. for the storm Sewer Improvements to Cedarcroft Road from Winding Way to Haddon Avenue (Partially Funded through the New Jersey Department of Transportation Local Transportation Project Fund, FY2023) in the Borough of Gibbsboro, County of Camden, State of New Jersey in the Borough of Gibbsboro, Camden County, New Jersey; and

The money necessary to fund said Contract is in the maximum total amount of \$23,463.00 upon approval of this contract, all funds expended shall be charged to G-01-41-801-023, NJDOT FY23 (\$375,000).

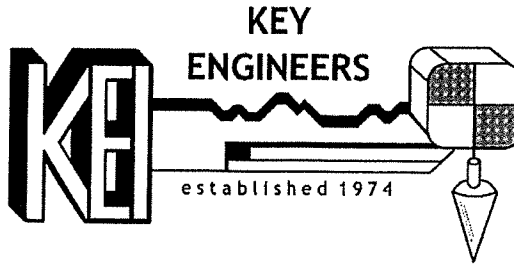
These funds are only being certified as being available for the above-mentioned Contracts.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Albert Stanley, C.F.O.

**ENGINEERING & PLANNING**

Municipal  
Consulting  
Construction  
Residential  
Commercial  
Industrial  
Construction Management



**SURVEYING**

Residential  
Commercial  
Industrial  
Governmental  
Construction

*~Celebrating Over 51 Years of Excellence~*

July 15, 2025

\*Sent via Email

Borough of Gibbsboro Municipal Building  
49 Kirkwood Road  
Gibbsboro, New Jersey 08026

ATTN: Ms. Amy C. Troxel, R.M.C., Borough Clerk

**RE: CHANGE ORDER NO. 1**

**Storm Sewer Improvements to Cedarcroft Road**

From Winding Way to Haddon Avenue

N.J.D.O.T. Local Transportation Project Fund (L.T.P.F.), FY2023

Borough of Gibbsboro, Camden County, New Jersey

(KEI #24-426GB0523)

Dear Ms. Troxel:

We are hereby submitting Change Order No. 1 and the Change Order Resolution in regard to the above referenced project. Please place the change order on the agenda for approval. Once approved, please email a copy of the change order, signed by the Mayor, and a copy of the Resolution to our office.

If you have any questions, please feel free to contact Mr. Josh Bryk, Project Manager (Ext. 27 or: [jbryk@keyengineers.com](mailto:jbryk@keyengineers.com)) or me (Ext. 18 or: [sseroka@keyengineers.com](mailto:sseroka@keyengineers.com)) at this office.

Sincerely,

Shawn M. Seroka, P.E.

Certified Municipal Engineer  
Gibbsboro Borough Engineer

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cc: Mayor and Council

Mr. Thomas Berryman, N.J.D.O.T. Office of Local Aid, District 4, District Manager (email)  
DiMeglio Construction Company, Inc., 594 White Horse Pike, Atco, NJ 08004 (email)

Projects\24\426\CO's & Co's\Vo#1 & oO#1\CO#1 Letter

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT  
CHANGE ORDER NUMBER - 1  
STATE AID PROJECT**

Page 1

July 14, 2025

<b>Project:</b>	Storm Sewer Improvements to Cedarcroft Road
<b>Municipality:</b>	Borough of Gibbsboro
<b>County:</b>	Camden
<b>Contractor:</b>	DiMeglio Construction Company, Inc., 594 White Horse Pike, Atco, New Jersey 08004

**In accordance with the project Supplementary Specification, the following are changes in the contract.  
Location and Reason for Change:**

This Change Order has been prepared to reflect the construction of cured-in-place pipe and as-built quantities to date. This Change Order also reflects the necessary inclusion of inlet parging and inlet reconstruction. This addition shall ensure proper functionality and structural integrity of the drainage system identified during construction.

**DECREASES**

<u>No.</u>	<u>Description</u>	<u>Qty (-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
	NONE				
<b>TOTAL DECREASE =</b>					<b>\$0.00</b>

**INCREASES**

<u>No.</u>	<u>Description</u>	<u>Qty (-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
5	15" Diameter Cured-In-Place Pipe (C.I.P.P)	1	LF	\$ 307.00	\$ 307.00
6	18" Diameter Cured-In-Place Pipe (C.I.P.P)	2	LF	\$ 138.00	\$ 276.00
7	24" Diameter Cured-In-Place Pipe (C.I.P.P)	10	LF	\$ 248.00	\$ 2,480.00
S1	Demolish and Reconstruct Type 'B' Inlet	2	UN	\$ 5,800.00	\$11,600.00
S2	Parge Storm Inlet	8	UN	\$ 1,100.00	\$ 8,800.00
<b>TOTAL INCREASE =</b>					<b>\$23,463.00</b>

Amount of Original Contract = \$ 338,226.50

Extra = \$ 3,063.00

Adjusted amount Based on  
This Change Order No. 1 =

\$ 361,689.50

Supplemental = \$ 20,400.00

Reduction = \$ 0.00

Total Change = \$ 23,463.00

% Change in Contract = 6.9% ±


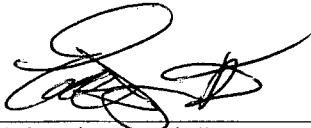
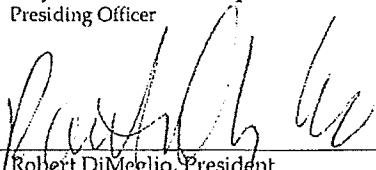
NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT  
CHANGE ORDER NUMBER - 1  
STATE AID PROJECT

Page 2

July 14, 2025

Project:	Storm Sewer Improvements to Cedarcroft Road
Municipality:	Borough of Gibbsboro
County:	Camden
Contractor:	DiMeglio Construction Company, Inc., 594 White Horse Pike, Atco, New Jersey 08004

ENDORSEMENTS:

 Shawn M. Seroka, P.E., C.M.E. Gibbsboro Borough Engineer	<u>7/05/25</u> (Date)	Approved: _____ (District Manager) (Bureau of Local Aid)	_____ (Date)
 Mayor Edward G. Campbell, III Presiding Officer	<u>7/29/25</u> (Date)		
 Robert DiMeglio, President Or Authorized Representative DiMeglio Construction Company, Inc.	<u>7/15/25</u> (Date)		

(Submit four (4) copies to the Local Aid District Office)

**RESOLUTION OF THE BOROUGH OF GIBBSBORO  
AMENDING THE BOROUGH OF GIBBSBORO 2025 YEAR MUNICIPAL BUDGET BY  
THE INSERTION OF A SPECIAL ITEM OF REVENUE AND APPROPRIATION  
FROM THE NEW JERSEY DIVISION OF MOTOR VEHICLES**

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

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

**WHEREAS**, the Borough of Gibbsboro has been awarded \$40.50 from the New Jersey Division of Motor Vehicles, Inspection Fines (01/24-06/24) and wishes to amend the 2025 Budget to include said amount as an item of revenue;

**NOW, THEREFORE BE IT RESOLVED** that the Borough Council of the Borough of Gibbsboro hereby requests the Director of the Division of Local Government Services approve the insertion of a special item of revenue in the budget for the year 2025 in the sum of.....\$40.50 which is now available as a revenue from;

*Miscellaneous Revenues:*

*Special Items of General Revenue Anticipated with prior  
written consent of the Director of Local Government  
Services - Public and Private Revenues Offset with  
Appropriations.*

*New Jersey Division of Motor Vehicles, Inspection Fines (01/24-06/24)*

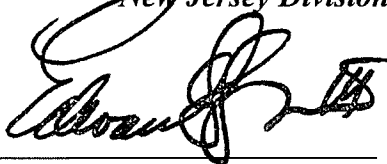
**BE IT FURTHER RESOLVED** that the sum of .....\$40.50  
be and the same is hereby appropriated under the caption of:

*General Appropriations:*

*(A) Operations-a sum"*

*Public and Private Programs Offset by Revenues:*

*New Jersey Division of Motor Vehicles, Inspection Fines (01/24-06/24)*



Edward G. Campbell, III  
Mayor



Amy C. Troxel, RMC  
Borough Clerk

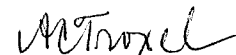
RESOLUTION AMENDING THE BOROUGH OF GIBBSBORO 2025 YEAR MUNICIPAL BUDGET BY THE  
INSERTION OF A SPECIAL ITEM OF REVENUE AND APPROPRIATION FROM THE NEW JERSEY  
DIVISION OF MOTOR VEHICLES

	AYE	NAY	ABSENT	ABSTAIN
BROWN	✓			
DETERDING	✓			
PARSINITZ	✓			
RICKERT	✓			
RITZ	✓			
WERNER	✓			

July 23, 2025

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IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of this Borough.



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Amy C. Troxel, RMC  
Borough Clerk

**RESOLUTION OF THE BOROUGH OF GIBBSBORO  
AUTHORIZING THE EXECUTION OF A CONTRACT WITH PIONEER GENERAL  
CONTRACTING COMPANY FOR THE PROJECT "IMPROVEMENTS TO  
EDGEHILL ROAD, FROM CEDARCROFT TO WINDING WAY" IN THE BOROUGH  
OF GIBBSBORO**

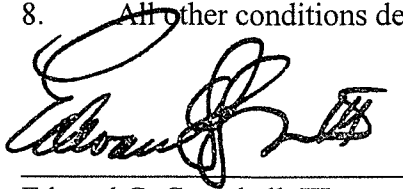
**BE IT RESOLVED**, that the Borough of Gibbsboro hereby recommends to the New Jersey Department of Transportation that the contract for "Improvements to Edgehill Road, from Cedarcroft Road to Winding Way - Partially funded through the N.J.D.O.T. Municipal Aid Program, FY2023 and the New Jersey Water Bank (N.J.W.B.) Project #S340871-04 (Contract 1 of 1) in the Borough of Gibbsboro, County of Camden, State of New Jersey" be awarded to Pioneer General Contracting Company, Inc. of Bradley Beach, New Jersey, whose bid amounted to the total combined amount of \$804,608.00 (\$207,378.00 for Base Bid 'A' and \$597,230.00 for Base Bid 'B'), subject to the approval of the Department.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Mayor and Council of the Borough of Gibbsboro, County of Camden, State of New Jersey, that a contract in the total combined amount of \$804,608.00 (\$207,378.00 for Base Bid 'A' and \$597,230.00 for Base Bid 'B') for "The Improvements to Edgehill Road, from Cedarcroft Road to Winding Way -Partially funded through the N.J.D.O.T. Municipal Aid Program, FY2023 and the New Jersey Water Bank (N.J.W.B.) Project #S340871-04 (Contract 1 of 1) in the Borough of Gibbsboro, County of Camden, State of New Jersey " is hereby awarded to Pioneer General Contracting Company, Inc. of Bradley Beach, New Jersey, conditional upon the following:

1. That a certificate has been received from the Municipal Treasurer stating that funds are available for this Contract; and
2. That all funds expended for this Contract shall be charged to NJDOT Grant FY23 and Ordinance 2025-09; and
3. That the bid documents and bidding procedures have been reviewed and approved by the Municipal Solicitor; and
4. That the bid documents and bidding procedures have been reviewed and approved by the New Jersey Department of Transportation; the New Jersey Department of Transportation confirms the funding and concurs with the contract award; and
5. That the bid documents and bidding procedures have been reviewed and approved by the New Jersey Water Bank (N.J.W.B.) Project #S340871-04 (Contract 1 of 1); the New Jersey Water Bank (N.J.W.B.) Project #S340871-04 (Contract 1 of 1) confirms the funding and concurs with the contract award; and
6. That the presiding officer of this body be and is hereby directed to sign for and on its behalf the Contract in the prescribed form for said construction; and

RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE  
NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2026 IMPROVEMENTS TO WINDSOR  
ROAD AND FENIMORE ROAD IN THE BOROUGH OF GIBBSBORO, CAMDEN COUNTY, NEW JERSEY

7. That the Clerk of this body be and is hereby directed to seal said Contract with the corporate seal of this body and attest to the same.
8. All other conditions determined to be necessary by the Governing Body.



Edward G. Campbell, III  
Mayor



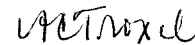
Amy C. Troxel, RMC  
Borough Clerk

	AYE	NAY	ABSENT	ABSTAIN
BROWN	✓			
DETERDING	✓			
PARSINITZ	✓			
RICKERT	✓			
RITZ	✓			
WERNER	✓			

July 23, 2025

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IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of this Borough.



Amy C. Troxel, RMC  
Borough Clerk



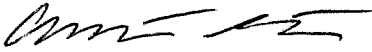
### TREASURER'S CERTIFICATION

I, Albert Stanley, Certified Financial Officer, for the Borough of Gibbsboro do hereby certify, pursuant to the rules of the Local Finance Board of the State of New Jersey and in accordance with N.J.S.A. 40A:4-57, that there are available adequate funds for the Contract between the Mayor and Council of the Borough of Gibbsboro and Pioneer General Contracting Company, Inc. of Bradley Beach, New Jersey for the "Improvements to Edgehill Road, from Cedarcroft Road to Winding Way - Partially funded through the N.J.D.O.T. Municipal Aid Program, FY2023 and the New Jersey Water Bank (N.J.W.B.) Project #S340871-04 (Contract 1 of 1) in the Borough of Gibbsboro, County of Camden, State of New Jersey".

The money necessary to fund said Contract is in the maximum total amount of \$804,608.00 (\$207,378.00 for Base Bid 'A' and \$597,230.00 for Base Bid 'B'), (Resolution 2025-6-107) upon approval of this Contract, all funds expended shall be charged to G-01-41-791-023, NJDOT FY23 grant (\$237,210) and C-04-25-009-000, Ordinance 2025-09 (\$1,500,000).

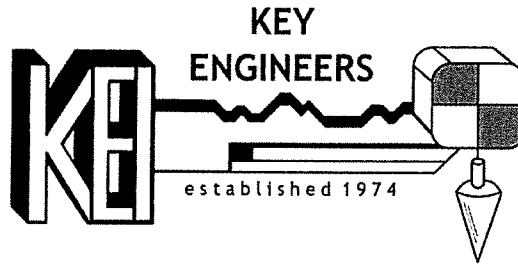
These funds are only being certified as being available for the above-mentioned Contracts.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Albert Stanley, C.F.O.

**ENGINEERING & PLANNING**

Municipal  
Consulting  
Construction  
Residential  
Commercial  
Industrial  
Construction Management



*~Celebrating Over 51 Years of Excellence~*

**SURVEYING**

Residential  
Commercial  
Industrial  
Governmental  
Construction

June 12, 2025

\*Sent via email

Borough of Gibbsboro  
49 Kirkwood Road  
Gibbsboro, New Jersey 08026

ATTN: Mayor and Council

**RE: ENGINEER'S RECOMMENDATION OF AWARD**

Edgehill Road Sewer Rehabilitation and Edgehill Road Improvements  
"Partially Funded through the N.J.D.O.T. Municipal Aid Program,  
FY2023 and the New Jersey Water Bank #S340871-04 (Contract 1 of 1)"  
Borough of Gibbsboro, Camden County, New Jersey  
(KEI #24-154GB3478)

Dear Mayor and Council:

On Thursday, May 8, 2025 at 10:00 a.m. bids were received from three (3) contractors for the above referenced project. The following is a summary of those bids and our recommendation:

	Amount Bid Base Bid 'A'	Amount Bid Base Bid 'B'	Total Amount Bid Base Bids 'A' & 'B'
<b>ENGINEER'S ESTIMATE =</b>	\$232,708.00	\$887,492.00	\$1,120,200.00

	Amount Bid Base Bid 'A'	Amount Bid Base Bid 'B'	Total Amt Bid Base Bids 'A' & 'B'
<b>BIDDERS:</b>			
Pioneer GC Company, Inc. of Bradley Beach, NJ	\$207,378.00	\$597,230.00	\$804,608.00
Think Pavers Hardscaping of Mt. Royal, NJ	\$202,190.00	\$610,784.00	\$812,974.00
Fred M. Schiavone Construction of Malaga, NJ	\$267,826.50	\$638,357.00	\$906,183.50

The Borough received a funding allotment in the amount of \$237,210.00 through the N.J.D.O.T. Municipal Aid Program, FY2023 and a funding allotment in the amount of \$1,500,000.00 through the New Jersey Water Bank #S340871-04 (Contract 1 of 1) for a total funding allotment of \$1,737,210.00.

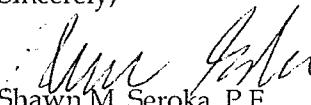
We recommend that the Governing Body consider awarding a contract to the low, qualified bidder, Pioneer General Contracting Company, Inc., New Jersey in the total combined amount of \$804,608.00 (\$207,378.00 for Base Bid 'A' and \$597,230.00 Base Bid 'B'), conditional upon the following:

1. That a certificate has been received from the Municipal Treasurer stating that funds are available for this Contract.
2. That all funds expended for this Contract shall be charged to (Budget Account Number or Ordinance Number).
3. That the bid documents and bidding procedures have been reviewed and approved by the Municipal Solicitor.
4. That the bid documents and bidding procedures have been reviewed and approved by the New Jersey Department of Transportation; the New Jersey Department of Transportation confirms the funding and concurs with the contract award.
5. That the bid documents and bidding procedures have been reviewed and approved by the New Jersey Water Bank (N.J.W.B.) Project #S340871-04 (Contract 1 of 1); the New Jersey Water Bank (N.J.W.B.) Project #S340871-04 (Contract 1 of 1) confirms the funding and concurs with the contract award.
6. That the presiding officer of this body be and is hereby directed to sign for and on its behalf the Contract in the prescribed form for said construction.
7. That the Clerk of this body be and is hereby directed to seal said Contract with the corporate seal of this body and attest to the same.
8. All other conditions determined to be necessary by the Governing Body.

We have attached a copy of the "Summary of Bids" and "Compliance with Specifications".

If you have any questions or comments in this regard, please contact me at this office (Ext. 18 or via email: [sseroka@keyengineers.com](mailto:sseroka@keyengineers.com)).

Sincerely,



Shawn M. Seroka, P.E.

Certified Municipal Engineer  
Gibbsboro Borough Engineer

SS:ke

cc: Mr. Salvatore Siciliano, Esq. Borough Solicitor  
Ms. Amy Troxel, R.M.C., C.M.R., C.P.M., Borough Clerk  
Mr. Albert Stanley, C.F.O., Borough Treasurer  
Mr. Thomas Berryman, N.J.D.O.T. Office of Local Aid, District 4, District Manager  
Ms. Grace Christ, Supervisor, N.J.D.E.P., Bureau of Environmental, Engineering  
and Permitting

#### Attachments

projects\24\154\Docs\Recommendation

New Jersey Department of Transportation  
Division of Local Aid And Economic Development  
Summary of Bids - State Aid

Bid Date: May 8, 2023  
(KEI #24-154GB3478)

BASE BID "A" - Improvements to Edgell Road, from Cedarcroft Road to Winding Way Partially Funded by the New Jersey Department of Transportation (NJDOT) Municipal Aid Program, FY2023 in the Borough of Gibbsboro, Camden County, New Jersey				ENGINEER'S PREBID ESTIMATE		Pioneer General Contracting P. O. Box 67 Bradley Beach, NJ 07720 10% BB NTE \$20,000.00		Think Pavers Hardscaping 125 Kings Highway Mt. Royal, NJ 08061 10% BB NTE \$20,000.00		Fred M. Schiavone Const. P. O. Box 416 Malaga, NJ 08328 10% BB NTE \$20,000.00	
No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	Sawcut Bituminous Pavement	2,367	LF	\$ 6.00	\$ 14,202.00	\$ 4.00	\$ 9,468.00	\$ 1.00	\$ 2,367.00	\$ 5.50	\$ 13,018.50
3	Excavation, Unclassified	162	CY	\$ 60.00	\$ 9,720.00	\$ 50.00	\$ 8,100.00	\$ 440.00	\$ 71,280.00	\$ 48.00	\$ 7,776.00
4	6"x8"x18" Concrete Curb, Class 'B'	2,156	LF	\$ 50.00	\$ 107,800.00	\$ 45.00	\$ 97,020.00	\$ 25.00	\$ 53,900.00	\$ 43.00	\$ 92,708.00
5	Concrete Sidewalk and Curb Ramp, 4" Thick, Class 'B'	138	SY	\$ 125.00	\$ 17,250.00	\$ 120.00	\$ 16,560.00	\$ 80.00	\$ 11,040.00	\$ 138.00	\$ 19,044.00
6	Concrete Driveway Apron/Sidewalk, 6" Thick, Class 'B'	300	SY	\$ 135.00	\$ 40,500.00	\$ 130.00	\$ 39,000.00	\$ 85.00	\$ 25,500.00	\$ 125.00	\$ 37,500.00
7	Select Backfill, Designation I-11	95	CY	\$ 6.00	\$ 570.00	\$ 5.00	\$ 475.00	\$ 3.00	\$ 285.00	\$ 54.00	\$ 5,130.00
8	Soil Aggregate Subbase, 4" Thick	14	CY	\$ 200.00	\$ 2,800.00	\$ 20.00	\$ 280.00	\$ 15.00	\$ 210.00	\$ 90.00	\$ 1,260.00
9	Dense Graded Aggregate Subbase, 4" Thick	73	CY	\$ 100.00	\$ 7,300.00	\$ 50.00	\$ 3,650.00	\$ 40.00	\$ 2,920.00	\$ 90.00	\$ 6,570.00
10	Detectable Warning Surface	128	SF	\$ 50.00	\$ 6,400.00	\$ 20.00	\$ 2,560.00	\$ 75.00	\$ 9,600.00	\$ 35.00	\$ 4,480.00
11	Topsoil, 5" Thick and Sodding	1,269	SY	\$ 12.00	\$ 15,228.00	\$ 15.00	\$ 19,035.00	\$ 10.00	\$ 12,690.00	\$ 54.00	\$ 68,526.00
12	Traffic Stripes, 12" Wide	73	LF	\$ 6.00	\$ 438.00	\$ 10.00	\$ 730.00	\$ 26.00	\$ 1,898.00	\$ 18.00	\$ 1,314.00
13	Fuel Price Adjustment	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
TOTAL LUMP SUM BID - BASE BID 'A' (Items 1 through 13) =					\$ 232,708.00		\$ 207,378.00		\$ 202,190.00		\$ 267,826.50
*The amount of \$85.00 for Item #5 is incorrect, however, the total Lump Sum Bid for BB 'A' of \$202,190.00 is correct											

BASE BID "B" - Improvements to Edgell Road, from Cedarcroft Road to Winding Way Partially Funded by the New Jersey Infrastructure Bank (N.J.I.B.) #5340871-04 (Contract 1 of 1) In the Borough of Gibbsboro, Camden County, New Jersey				ENGINEER'S PREBID ESTIMATE		Pioneer General Contracting P. O. Box 67 Bradley Beach, NJ 07720		Think Pavers Hardscaping 125 Kings Highway Mt. Royal, NJ 08061		Fred M. Schiavone Const. P. O. Box 416 Malaga, NJ 08328	
No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
2	Sawcut Bituminous Pavement	2,330	LF	\$ 6.00	\$ 13,980.00	\$ 4.00	\$ 9,320.00	\$ 0.50	\$ 1,165.00	\$ 5.50	\$ 12,815.00
3	Excavation, Unclassified	167	CY	\$ 60.00	\$ 10,020.00	\$ 50.00	\$ 8,350.00	\$ 61.20	\$ 10,220.40	\$ 48.00	\$ 8,016.00
4	Precast Sanitary Sewer Manhole	7	UN	\$ 10,000.00	\$ 70,000.00	\$ 7,500.00	\$ 52,500.00	\$44,500.00	\$ 311,500.00	\$ 6,700.00	\$ 46,900.00
5	Type 'B' Inlet	1	UN	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 9,999.10	\$ 9,999.10	\$ 4,125.00	\$ 4,125.00
6	8" Diameter Cured-In-Place Pipe (C.I.P.P.)	1,488	LF	\$ 110.00	\$ 163,680.00	\$ 50.00	\$ 74,400.00	\$ 35.00	\$ 52,080.00	\$ 68.50	\$ 101,928.00

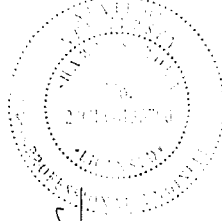
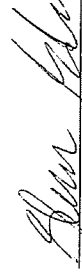
New Jersey Department of Transportation  
Division of Local Aid And Economic Development  
Summary of Bids - State Aid

Bid Date: May 8, 2025  
(KEI #24-154CB3478)

BASE BID 'B' - CONTINUED				ENGINEER'S ESTIMATE			Pioneer General Contracting			Think Pavers Hardscaping			Fred M. Schiavone Const.		
No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
7	8" Diameter P.V.C. Sanitary Sewer Main, SDR 35 Point Repair, Complete	52	LF	\$ 750.00	\$ 39,000.00	\$ 120.00	\$ 6,240.00	\$ 60.00	\$ 3,120.00	\$ 235.00	\$ 12,116.00				
8	8" Diameter P.V.C. Sanitary Sewer Main, SDR-35	181	LF	\$ 200.00	\$ 36,200.00	\$ 90.00	\$ 16,290.00	\$ 45.00	\$ 8,145.00	\$ 160.00	\$ 28,960.00				
9	14" Diameter Cement Lined Ductile Iron Pipe, Class 52 Storm Sewer Pipe	15	LF	\$ 400.00	\$ 6,000.00	\$ 200.00	\$ 3,000.00	\$ 100.00	\$ 1,500.00	\$ 207.00	\$ 3,105.00				
10	Sanitary Sewer Lateral, Complete	32	UN	\$ 3,000.00	\$ 96,000.00	\$ 2,500.00	\$ 80,000.00	\$ 800.00	\$ 25,600.00	\$ 2,385.00	\$ 76,320.00				
11	6"x8"x18" Concrete Curb, Class 'B'	495	LF	\$ 50.00	\$ 24,750.00	\$ 45.00	\$ 22,275.00	\$ 25.00	\$ 12,375.00	\$ 43.00	\$ 21,285.00				
12	Concrete Sidewalk and Curb Ramp, 4" Thick, Class 'B'	10	SY	\$ 300.00	\$ 3,000.00	\$ 120.00	\$ 1,200.00	\$ 80.00	\$ 800.00	\$ 138.00	\$ 1,380.00				
13	Concrete Driveway Apron/Sidewalk, 6" Thick, Class 'B'	16	SY	\$ 350.00	\$ 5,600.00	\$ 130.00	\$ 2,080.00	\$ 85.00	\$ 1,360.00	\$ 125.00	\$ 2,000.00				
14	Select Backfill, Designation 1-11	270	CY	\$ 6.00	\$ 1,620.00	\$ 5.00	\$ 1,350.00	\$ 3.00	\$ 810.00	\$ 54.00	\$ 14,580.00				
15	No. 8 Stone Bedding	158	CY	\$ 25.00	\$ 3,950.00	\$ 60.00	\$ 9,480.00	\$ 15.00	\$ 2,370.00	\$ 91.00	\$ 14,378.00				
16	Soil Stabilization Fabric	11,145	SF	\$ 3.00	\$ 33,435.00	\$ 3.00	\$ 33,435.00	\$ 2.00	\$ 22,290.00	\$ 2.50	\$ 27,862.50				
17	Soil Aggregate Subbase, 4" Thick	1	CY	\$ 200.00	\$ 200.00	\$ 20.00	\$ 20.00	\$ 65.00	\$ 65.00	\$ 90.00	\$ 90.00				
18	Dense Graded Aggregate Subbase, 4" Thick	15	CY	\$ 100.00	\$ 1,500.00	\$ 50.00	\$ 750.00	\$ 25.00	\$ 375.00	\$ 90.00	\$ 1,350.00				
19	Temporary Asphalt (19M64 Base Course) Trench Pavement, 3" Thick	75	TONS	\$ 10.00	\$ 750.00	\$ 130.00	\$ 9,750.00	\$ 145.00	\$ 10,875.00	\$ 210.00	\$ 15,750.00				
20	Testing	1,627	LF	\$ 10.00	\$ 16,270.00	\$ 5.00	\$ 8,135.00	\$ 0.50	\$ 813.50	\$ 2.50	\$ 4,067.50				
21	Milling Pavement, 2" Thick	6,105	SY	\$ 25.00	\$ 152,625.00	\$ 10.00	\$ 61,050.00	\$ 2.00	\$ 12,210.00	\$ 4.40	\$ 26,862.00				
22	Dense Graded Aggregate Subbase, 6" Thick	981	SY	\$ 24.00	\$ 23,544.00	\$ 20.00	\$ 19,620.00	\$ 6.00	\$ 5,886.00	\$ 13.00	\$ 12,753.00				
23	Hot Mix Asphalt, 25M64 Base Course, 4" Thick	231	TONS	\$ 122.00	\$ 28,182.00	\$ 130.00	\$ 30,030.00	\$ 75.00	\$ 17,325.00	\$ 210.00	\$ 48,510.00				
24	Hot Mix Asphalt, 9.5M64 Surface Course, 2" Thick	706	TONS	\$ 141.00	\$ 99,546.00	\$ 130.00	\$ 91,780.00	\$ 75.00	\$ 52,950.00	\$ 129.00	\$ 91,074.00				
25	Topsoil, 5" Thick and Sodding	345	SY	\$ 12.00	\$ 4,140.00	\$ 15.00	\$ 5,175.00	\$ 10.00	\$ 3,450.00	\$ 54.00	\$ 18,630.00				
26	Asphalt Price Adjustment	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00				
27	Fuel Price Adjustment	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00				
TOTAL LUMP SUM BID - BASE BID 'B' (Items 1 through 27) =					\$ 887,492.00		\$ 597,230.00		\$ 610,784.00		\$ 638,357.00				

TOTAL COMBINED AMOUNT BID (BASE BID 'A' AND BASE BID 'B') =				\$1,120,200.00	\$804,608.00	\$812,974.00	\$906,183.50
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I hereby certify that this is a true copy of the bids received on May 8, 2025.

  
  
 Shawn M. Seroka, P.E.  
 Certified Municipal Engineer  
 Gibbsboro Borough Engineer

## COMPLIANCE WITH SPECIFICATIONS

### IMPROVEMENTS TO EDGEHILL ROAD

From Cedarcroft Road to Winding Way in the Borough of Gibbsboro, Camden County, New Jersey

No.	Item Description	Pioneer General Contracting Co.	Think Pavers Hardscaping	Fred M. Schiavone Construction
1	Certified Check or Bid Bond	10% BB NTE \$20k	10% BB NTE \$20k	10% BB NTE \$20k
2	Consent of Surety	✓	✓	✓
3	Statement of Ownership Disclosure	✓	✓	✓
4	Acknowledgment of Receipt of Addenda	✓	✓	✓
5	Listing of Subcontractors as Required	✓	✓	✓
6	Certification of Bidder regarding Equal Employment Opportunity	✓	✓	✓
7	Non-Collusion Affidavit	✓	✓	✓
8	Certification of Non-Segregated Facilities	✓	✓	✓
9	Affirmative Action Compliance Notice	✓	✓	✓
10	Qualification Form (Projects)	✓	✓	✓
11	Subcontractor's List and Certification Form	✓	✓	✓
12	List of Intended Suppliers/Others	✓	✓	✓
13	Status of Contracts on Hand	✓	✓	✓
14	Statement of Experience/Qualifications	✓	✓	✓
15	Site Visitation Statement	✓	✓	✓
16	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment (Equipment Certification)	✓	✓	✓
17	Vendor Certification and Political Contribution Distribution Form(s)	✓	✓	✓
18	States Treasurer's List of Debarred, Suspended and Disqualified Bidders	✓	✓	✓
19	Disclosure of Prohibited Investment Activities in Iran, Russia and Belarus	✓	✓	✓
20	States Treasurer's List of Debarred, Suspended and Disqualified Bidders	✓	✓	✓
21	Statement of Compliance with N.J.S.A. (Licensed Master Plumber)	N/A	N/A	N/A
22	Certificate(s) of Registration under N.J.S.A.			
23	Contractor's Public Works Contractor Registration Certification	✓	✓	✓
24	Contractor's State of New Jersey Business Registration Certificate	✓	✓	✓
25	Completed Proposal	✓	✓	✓

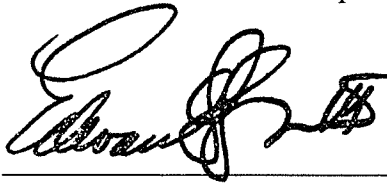
**RESOLUTION OF THE BOROUGH OF GIBBSBORO  
DESIGNATING THE BOROUGH OF GIBBSBORO, CAMDEN COUNTY AS AN  
“AREA IN NEED OF REHABILITATION” UNDER THE LOCAL REDEVELOPMENT  
AND HOUSING LAW, N.J.S.A. 40A:12A-1 ET SEQ.**

**WHEREAS**, N.J.S.A. 40A: 12A and 14, authorizes the governing body of any municipality by resolution to determine whether, pursuant to the criteria set forth therein an area within the municipality is in need of rehabilitation and that a program of rehabilitation as defined in N.J.S.A. 40A: 12A-3, may be expected to prevent further deterioration and promote overall development of the community; and

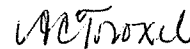
**WHEREAS**, pursuant to N.J.S.A. 40A: 12A-14 (a), the Mayor and Council for the Borough of Gibbsboro referred this resolution to the Planning Board and have received the Planning Board’s favorable recommendation to declare the Borough of Gibbsboro as an area in need of rehabilitation.

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council for the Borough of Gibbsboro, that:

1. The entire area of the Borough of Gibbsboro meets one or more of the requirements of N.J.S.A. 40A-14 to be deemed an Area in Need of Rehabilitation as set forth in the report prepared by Clarke Caton Hintz, dated July 16, 2025; and
2. A program of rehabilitation, as defined in N.J.S.A. 40A: 12A-3 may be expected to prevent further deterioration and promote overall development of the community; and
3. The Borough of Gibbsboro Planning Board has provided a favorable recommendation to the Mayor and Council for the Borough of Gibbsboro for designation of the Borough of Gibbsboro as an Area in Need of Rehabilitation; and
4. The area of the Borough of Gibbsboro is hereby designated as an Area in Need of Rehabilitation per criteria of N. J. S. A. 40A12A-14.



Edward G. Campbell, III  
Mayor



Amy C. Troxel, RMC  
Borough Clerk

2025-7-119

RESOLUTION DESIGNATING THE BOROUGH OF GIBBSBORO, CAMDEN COUNTY AS AN "AREA IN  
NEED OF REHABILITATION" UNDER THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A.  
40A:12A-1 ET SEQ.

	AYE	NAY	ABSENT	ABSTAIN
BROWN	✓			
DETERDING	✓			
PARSINITZ				✓
RICKERT	✓			
RITZ	✓			
WERNER	✓			

July 23, 2025

I HEREBY CERTIFY, that the foregoing resolution is a true copy of a resolution adopted by Mayor and Council of the Borough of Gibbsboro, New Jersey at their meeting held July 23, 2025.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of this Borough.

---

Amy C. Troxel, RMC  
Borough Clerk



**RESOLUTION OF THE BOROUGH OF GIBBSBORO  
DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES  
RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE  
NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE  
PRINCIPAL AMOUNT OF UP TO \$1,500,000, PROVIDING FOR THE ISSUANCE AND  
SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK AND  
AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE  
BOROUGH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL  
PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION  
FINANCING LOAN PROGRAM**

**WHEREAS**, the Borough of Gibbsboro, in the County of Camden, New Jersey (the "Local Unit"), has determined that there exists a need within the Local Unit for the Edgehill Road Sewer Rehabilitation Project (also identified as Project S340871-04, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank");

**WHEREAS**, the Local Unit has determined to temporarily finance the undertaking of the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan (or loans) to be made by the I-Bank (collectively the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the "Construction Financing Loan Program");

**WHEREAS**, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank one or more of its "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$1,500,000 (each, a "Note" and, collectively, the "Notes");

**WHEREAS**, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note or Notes to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

**WHEREAS**, on July 23, 2025, the Local Unit adopted a bond ordinance (the "Local Unit Bond Ordinance") pursuant to the provisions of the Local Bond Law; and

**WHEREAS**, Section 28 of the Local Bond Law allows for the sale of the Note or Notes to the I-Bank without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note or Notes to the I-Bank without any public offering, all under the terms and conditions set forth therein.

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

**Section 1.** In accordance with the provisions of the Local Bond Law, N.J.S.A. 58:11B-9 and the Local Unit Bond Ordinance, the Local Unit hereby authorizes the issuance, sale and

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,500,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE BOROUGH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM

award of the Notes in accordance with the provisions hereof. The obligations represented by the Notes have been appropriated and authorized by the Local Unit Bond Ordinance, which was finally adopted by the Local Unit at a meeting duly called and held on July 23, 2025, at which time a quorum was present and acted throughout, all in accordance with the Local Bond Law and other applicable law.

**Section 2.** The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, pursuant to the terms and conditions hereof, (i) the final principal amount of each Note (subject to the maximum limitation set forth in Section 4(a) hereof) and (ii) the dated date of each Note.

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

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

- (a) the aggregate principal amount of all Notes to be issued shall be an amount not to exceed \$1,500,000;
- (b) the maturity of each Note shall be as determined by the I-Bank;
- (c) the interest rate of each Note shall be as determined by the I-Bank;
- (d) the purchase price for each Note shall be par;
- (e) each Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of each such Note;
- (f) each Note shall be issued in a single denomination and shall be numbered "NJWB – CFP – [Year]-\_\_";
- (g) each Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America;
- (h) each Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk; and
- (i) each Note may be issued in one or more series as may be deemed necessary by the Borough in consultation with the I-Bank.

**Section 5.** Each Note shall be substantially in the form attached hereto as Exhibit A, together with such additions, deletions and other modifications required by the I-Bank and agreed to by the Local Unit upon consultation with counsel and any advisors to the Local Unit, such determinations being conclusively evidenced by the execution of each such Note by the Authorized Officers (as defined herein).

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,500,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE BOROUGH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM

**Section 6.** The law firm of McManimon, Scotland and Baumann, LLC is hereby authorized to arrange for the printing of each Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Loan Financing Program, to arrange for same.

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

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

**Section 9.** Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,500,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE BOROUGH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM

**EXHIBIT A**

**FORM OF NOTE**

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,500,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE BOROUGH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM

**BOROUGH OF GIBBSBORO, IN THE  
COUNTY OF CAMDEN, NEW JERSEY**

**NOTE  
RELATING TO:  
THE WATER BANK CONSTRUCTION FINANCING PROGRAM  
OF THE NEW JERSEY INFRASTRUCTURE BANK**

**\$[1,500,000]**

**[Closing Date]**

**NJWB – CFP – [YEAR]-\_\_**

**FOR VALUE RECEIVED**, the **BOROUGH OF GIBBSBORO**, in the County of Camden, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

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

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

**"Administrative Fee"** means the "NJDEP Fee" as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

**"Anticipated Financing Program"** means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,500,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE BOROUGH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM

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

**"Authorized Officer"** means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

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

**"Cost"** or **"Costs"** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

**"Credit Policy"** means the "New Jersey Infrastructure Bank Credit Policy," as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

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

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

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

**"Financial Plan"** means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

**"I-Bank Bonds"** means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

**"Interest"** means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF ONE OR MORE NOTES RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,500,000, PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE BOROUGH IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM

**"Interest Rate"** means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

**"Issue Date"** means the date of issuance of this Note.

**"Loan"** means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

**"Loan Disbursement Requisition"** means the requisition, (in a form to be determined by the I-Bank and the NJDEP.) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

**"Maturity Date"** means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be [●], 20[●], being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20[●]. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

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- (A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20[●], being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.
- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20[●], being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20[●], being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

**"New Jersey Water Bank"** means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

**"NJDEP"** means the New Jersey Department of Environmental Protection.

**"Payment Date"** means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

**"Principal"** means the principal amount of the Loan, at any time being the lesser of (i) [One Million Five Hundred Thousand Dollars (\$[1,500,000])], or (ii) the aggregate outstanding



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amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

**"Project"** means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

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

**"State"** means the State of New Jersey.

**SECTION 2. Representations of the Borrower.** The Borrower hereby represents and warrants to the I-Bank, as follows:

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

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

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(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

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

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

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

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

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

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

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

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in

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good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

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

**SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.**

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-

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Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of

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twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

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

**SECTION 6. Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with

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or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an "Event of Default" pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days, or the Borrower shall generally fail to pay its debts as such debts become due.

**SECTION 7. Remedies Upon Event of Default.** Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

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**SECTION 8. Certain Miscellaneous Provisions.** The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Borough of Gibbsboro, 49 Kirkwood Road, Gibbsboro, New Jersey 08026, Attention: Chief Financial Officer, and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

**[SIGNATURE PAGE FOLLOWS]**




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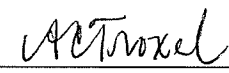
**IN WITNESS WHEREOF**, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

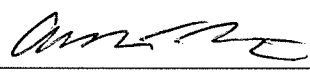
**BOROUGH OF GIBBSBORO, IN THE  
COUNTY OF CAMDEN, NEW JERSEY**

[SEAL]

By:   
Mayor

ATTEST:

By:   
Borough Clerk

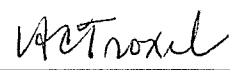
By:   
Chief Financial Officer

	AYE	NAY	ABSENT	ABSTAIN
BROWN	✓			
DETERDING	✓			
PARSINITZ	✓			
RICKERT	✓			
RITZ	✓			
WERNER	✓			

July 23, 2025

HEREBY CERTIFY, that the foregoing resolution is a true copy of a resolution adopted by Mayor and Council of the Borough of Gibbsboro, New Jersey at their meeting held July 23, 2025.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of this Borough.

  
Amy C. Troxel, RMC  
Borough Clerk

**RESOLUTION OF THE BOROUGH OF GIBBSBORO  
AUTHORIZING THE SUBMISSION TO CAMDEN COUNTY OF AN APPLICATION  
FOR RECREATION FACILITY ENHANCEMENT FUNDING FOR RECREATION  
EQUIPMENT AT POLE HILL PARK**

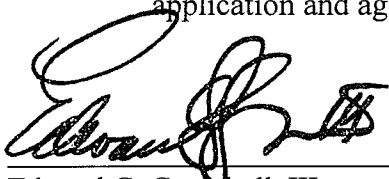
**WHEREAS**, the application for Recreation Facility Enhancement Funding is funded through the Camden County Open Space, Farmland, Recreation and Historic Preservation Trust Fund, which provides money for recreation projects for towns within Camden County via the Camden County Open Space Acquisition, Farmland Preservation, Recreation Facility Enhancement and Historic Preservation Trust Fund; and

**WHEREAS**, the Borough of Gibbsboro seeks funds from the Camden County Open Space, Farmland, Recreation and Historic Preservation Trust Fund to fund recreation and playground equipment at Pole Hill Park; and

**NOW, THERE FORE BE IT RESOLVED**, by the Governing Body of the Borough of Gibbsboro, County of Camden, State of New Jersey, that the attached application to fund the project is hereby authorized for the Recreation Facility Enhancement Funding under the Camden County Division of Open Space and Farmland Preservation for the Gibbsboro Bikeway System.

**BE IT FURTHER RESOLVED THAT:**

1. The governing body fully supports this application; and
2. any funding received as a result of this application will only be used for eligible costs for a project comprised of the improvements as stated in the application; and
3. that if the application is approved and accepted by the Camden County Open Space, Farmland, Recreation and Historic Preservation Trust Fund, the sponsor agrees to the agreement language as stated in the application and will provide the required long-term maintenance of the proposed improvements; and
4. the Mayor and Clerk are hereby authorized to execute and attest this resolution, application and agreement.



Edward G. Campbell, III  
Mayor



Amy C. Troxel, RMC  
Borough Clerk

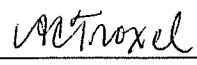
RESOLUTION AUTHORIZING THE SUBMISSION TO CAMDEN COUNTY OF AN APPLICATION FOR  
RECREATION FACILITY ENHANCEMENT FUNDING FOR RECREATION EQUIPMENT AT POLE HILL  
PARK

	AYE	NAY	ABSENT	ABSTAIN
BROWN	✓			
DETERDING	✓			
PARSINITZ	✓			
RICKERT	✓			
RITZ	✓			
WERNER	✓			

July 23, 2025

I HEREBY CERTIFY, that the foregoing resolution is a true copy of a resolution adopted by Mayor and Council of the Borough of Gibbsboro, New Jersey at their meeting held July 23, 2025.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of this Borough.

  
\_\_\_\_\_  
Amy C. Troxel, RMC  
Borough Clerk