

**COUNCIL OF THE TOWNSHIP OF MONROE**  
**MINUTES**  
**REGULAR MEETING – AUGUST 3, 2015**

The Council of the Township of Monroe met in the Municipal Building, 1 Municipal Plaza, for a Regular Meeting.

The Regular Meeting was Called to Order at 7:00 p.m. by Council President Gerald W. Tamburro with a Salute to the Flag.

At this time Council President Tamburro requested a moment of silence in memory of Hinal Patel, a 22 year old Spotswood Emergency Medical Technician who lost her life on Saturday, July 25<sup>th</sup> when the ambulance she was driving in was struck by a car in East Brunswick while responding to a call. She graduated from Rutgers University in May 2015 and was due to start medical school in the Fall.

**UPON ROLL CALL** by Township Clerk, Sharon Doerfler, the following members of Council were present: Councilman Stephen Dalina, Councilman Michael Leibowitz, Councilwoman Elizabeth Schneider, Council Vice-President Leslie Koppel and Council President Gerald W. Tamburro.

**ALSO PRESENT:** Mayor Richard Pucci, Business Administrator Wayne R. Hamilton, Attorney Greg Pasquale sitting in for Township Attorney Joel L. Shain, Engineer Mark Rasimowicz and Deputy Clerk Patricia Reid.

There were approximately twenty-five (25) members of the Public present in the audience.

Council President Tamburro requested the Township Clerk to read the following **SUNSHINE LAW** into the record:

In accordance with the Open Public Meetings Act, it is hereby announced and shall be entered into the Minutes of this meeting that adequate notice of this meeting has been provided by the following:

1. Posted on January 2, 2015 on the Bulletin Board of the Office of the Township Clerk in the Municipal Building, 1 Municipal Plaza and remains posted at that location for public inspection;
2. Printed in the **HOME NEWS TRIBUNE** and **CRANBURY PRESS** on January 2, 2015;
3. Posted on the Bulletin Boards within the Municipal Complex;
4. Posted on the Monroe Township website; and
5. Sent to those individuals who have requested personal notice.

In accordance with Chapter 3, Section 17 of the Monroe Township Code, Public Comment shall be limited to five (5) minutes unless further time is granted by the Council President.

The following **PROCLAMATION** of Mayor Richard Pucci was read into the record:

**INDIA INDEPENDENCE DAY**

**August 15, 2015**

Govinda Rajan, Secretary of the Indian American Club spoke on the efforts made to preserve Indian traditions. He introduced his grandson Swagnik Roychoudhary who thanked the Mayor and Council for the opportunity to celebrate India Independence Day in his hometown.

**UPON MOTION** made by Council Vice-President Koppel and seconded by Councilman Dalina, the **CLAIMS** per run date of **07/27/15** were approved for payment as presented.

ROLL CALL:	Councilman Stephen Dalina	Aye
	Councilman Michael Leibowitz	Aye
	Councilwoman Elizabeth Schneider	Aye
	Council Vice-President Leslie Koppel	Aye
	Council President Gerald W. Tamburro	Aye

**UPON MOTION** made by Councilman Dalina and seconded by Councilman Leibowitz, the **MINUTES** of the **June 3, 2015 Regular Meeting** and **June 29, 2015 Agenda Meeting** were approved as written and presented.

ROLL CALL: Councilman Stephen Dalina Aye  
Councilman Michael Leibowitz Aye  
Councilwoman Elizabeth Schneider Aye  
Council Vice-President Leslie Koppel Aye  
Council President Gerald W. Tamburro Aye

**UPON MOTION** made by Councilman Leibowitz and seconded by Council Vice-President Koppel, an Ordinance of which the following is the title was moved on second reading for final passage "**ORDINANCE AMENDING CHAPTER 122 ENTITLED "VEHICLES AND TRAFFIC"**". (Remove Stop Sign on Cleveland Ave / Add Stop Signs on River Street and Astor Place)

**ORDINANCE** as follows (O-8-2015-012)

**BE IT ORDAINED** by the Township Council of the Township of Monroe, in the County of Middlesex, New Jersey as follows:

**SECTION 1.** Chapter 122-38. entitled "Schedule IX: Stop Intersections" shall be amended as follows:

**REMOVE STOP SIGN ON:**  
Cleveland Avenue

**ADD: STOP SIGN ON:**  
River Street

Astor Place

**AT INTERSECTION OF:**  
River Street and Cleveland  
Avenue (relocate)

Astor Place and Manor Boulevard

**SECTION 2.** All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of such inconsistency.

**SECTION 3.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

**SECTION 4.** This Ordinance shall take effect twenty days after final passage, adoption and publication according to law.

Council President Tamburro opened the Public Hearing to Council and Public discussion of this Ordinance.

There was no Council or Public discussion of this Ordinance.

As Councilman Leibowitz and Council Vice-President Koppel regularly moved and seconded the adoption, an Ordinance of which the following is the title, was passed on Second Reading and Final Adoption: **ORDINANCE AMENDING CHAPTER 122 ENTITLED "VEHICLES AND TRAFFIC"**". (Remove Stop Sign on Cleveland Ave / Add Stop Signs on River Street and Astor Place)

ROLL CALL: Councilman Stephen Dalina Aye  
Councilman Michael Leibowitz Aye  
Councilwoman Elizabeth Schneider Aye  
Council Vice-President Leslie Koppel Aye  
Council President Gerald W. Tamburro Aye

**UPON MOTION** made by Councilman Dalina and seconded by Councilman Leibowitz, an Ordinance of which the following is the title was moved on second reading for final passage:  
**ORDINANCE ACCEPTING THE CONVEYANCE OF A DEED OF EASEMENT AND ACCEPTING LAND TO BE DEDICATED FOR PURPOSES OF SANITARY SEWER & WATER EASEMENT AND EMERGENCY ACCESS EASEMENT IN RENAISSANCE AT MONROE RESIDENTIAL SUBDIVISION FROM CENTEX HOMES, LLC**

**ORDINANCE** as follows (O-8-2015-013)

**WHEREAS**, Centex Homes, LLC, a New Jersey Limited Liability Company, with offices at 222 Mount Airy Road, Suite 210, Basking Ridge, New Jersey 07920, is the owner of the premises designated as Lot 4.76 in Block 1, as shown on the Tax Map of the Township of Monroe, County of Middlesex and State of New Jersey; and

**WHEREAS**, as a condition of the Final Major Subdivision approval of the site plan granted by the Planning Board of the Township of Monroe on October 25, 2007 and memorialized on November 28, 2007 (PB-1041-07), the owner was required to provide certain sanitary sewer and water rights and emergency access rights to the Township of Monroe by Deed of Easement; and

**WHEREAS**, the Township Council of the Township of Monroe, in the County of Middlesex, State of New Jersey, believes that accepting the Deed of Easement for the purpose of sanitary sewer and water rights and emergency access rights is in the public interest; and

**WHEREAS**, the Township Engineer has reviewed the attached metes and bounds description for said lots and has found same to be in conformity with the Planning Board approval and recommends acceptance of the Deed of Easement; and

**WHEREAS**, the Township Council, after consultation with its legal and engineering professionals, has determined that it is in the public interest to accept the conveyance of said lots from Centex Homes, LLC;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Township of Monroe, County of Middlesex, and State of New Jersey as follows:

**Section 1.** The Mayor, Township Clerk and Township Attorney are hereby authorized and directed to take all steps and execute any documents which are reasonably necessary to accept the Deed of Easement in the form attached hereto as Exhibit "A" on property known as Lot 4.76 in Block 1, provided that the Grantor shall, prior to the acceptance of said lot by the Township, pay a sum equal to any and all taxes or other municipal charges which shall be or become due and owing on said lot through and including December 31, 2015.

**Section 2.** All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

**Section 3.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

**Section 4.** This Ordinance shall take effect upon final passage and publication as provided by law.

**SO ORDAINED**, as aforesaid.

Council President Tamburro opened the Public Hearing to Council and Public discussion of this Ordinance.

There was no Council or Public discussion of this Ordinance.

As Councilman Dalina and Councilman Leibowitz regularly moved and seconded the adoption, an Ordinance of which the following is the title, was passed on Second Reading and Final Adoption: **ORDINANCE ACCEPTING THE CONVEYANCE OF A DEED OF EASEMENT AND ACCEPTING LAND TO BE DEDICATED FOR PURPOSES OF SANITARY SEWER & WATER EASEMENT AND EMERGENCY ACCESS EASEMENT IN RENAISSANCE AT MONROE RESIDENTIAL SUBDIVISION FROM CENTEX HOMES, LLC**

ROLL CALL:	Councilman Stephen Dalina	Aye
	Councilman Michael Leibowitz	Aye
	Councilwoman Elizabeth Schneider	Aye
	Council Vice-President Leslie Koppel	Aye
	Council President Gerald W. Tamburro	Aye

Copy of Ordinance Duly Filed.  
O-8-2015-013

**UPON MOTION** made by Council Vice-President Koppel and Councilwoman Schneider, an Ordinance of which the following is the title was moved on second reading for final passage: **ORDINANCE ACCEPTING THE CONVEYANCE OF A DEED OF EASEMENT AND ACCEPTING LAND TO BE DEDICATED FOR PURPOSES OF SANITARY SEWER & WATER EASEMENT AND EMERGENCY ACCESS EASEMENT IN RENAISSANCE AT MONROE RESIDENTIAL SUBDIVISION FROM PAUL BROTTMAN, AND MURRAY TORNOPSKY AND ROSALIE TORNOPSKY**

**ORDINANCE** as follows (O-8-2015-014)

**WHEREAS**, Paul Brottman, an individual, with an address of 85 Spyglass Drive, Jackson, New Jersey 08527, and Murray Tornopsky and Rosalie Tornopsky, with an address of 9616 Bergamo Street, Lake Worth, Florida 33467, are the owners of the premises designated as Lot 3.19, Block 1, as shown on the Tax Map of the Township of Monroe, County of Middlesex and State of New Jersey; and

**WHEREAS**, as a condition of the Final Major Subdivision approval of the site plan granted by the Planning Board of the Township of Monroe on October 25, 2007, and memorialized on November 28, 2007 (PB-1041-07), the owners were required to provide certain sanitary sewer and water rights and emergency access rights to the Township of Monroe by Deed of Easement; and

**WHEREAS**, the Township Council of the Township of Monroe, in the County of Middlesex, State of New Jersey, believes that accepting the Deed of Easement for the purpose of sanitary sewer and water rights and emergency access rights is in the public interest; and

**WHEREAS**, the Township Engineer has reviewed the attached metes and bounds description for said lot and has found same to be in conformity with the Planning Board approval and recommends acceptance of the Deed of Easement; and

**WHEREAS**, the Township Council, after consultation with its legal and engineering professionals, has determined that it is in the public interest to accept the conveyance of said lot from Paul Brottman, Murray Tornopsky and Rosalie Tornopsky;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Township of Monroe, County of Middlesex, State of New Jersey as follows:

**Section 1.** The Mayor, Township Clerk and Township Attorney are hereby authorized and directed to take all steps and execute any documents reasonably necessary to accept the Deed of Easement in the form attached hereto as Exhibit "A" on property known as Lot 3.19 in Block 1 provided that the Grantor shall, prior to the acceptance of said lot by the Township, pay a sum equal to any and all taxes or other municipal charges which shall be or become due and owing on said lot through and including December 31, 2015.

**Section 2.** All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

**Section 3.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

**Section 4.** This Ordinance shall take effect upon final passage and publication as provided by law.

**SO ORDAINED**, as aforesaid.

Council President Tamburro opened the Public Hearing to Council and Public discussion of this Ordinance.

There was no Council or Public discussion of this Ordinance.

As Council Vice-President Koppel and Councilwoman Schneider regularly moved and seconded the adoption, an Ordinance of which the following is the title, was passed on Second Reading and Final Adoption: **ORDINANCE ACCEPTING THE CONVEYANCE OF A DEED OF EASEMENT AND ACCEPTING LAND TO BE DEDICATED FOR PURPOSES OF SANITARY SEWER & WATER EASEMENT AND EMERGENCY ACCESS EASEMENT IN RENAISSANCE AT MONROE RESIDENTIAL SUBDIVISION FROM PAUL BROTTMAN, AND MURRAY TORNOPSKY AND ROSALIE TORNOPSKY**

ROLL CALL:	Councilman Stephen Dalina	Aye
	Councilman Michael Leibowitz	Aye
	Councilwoman Elizabeth Schneider	Aye
	Council Vice-President Leslie Koppel	Aye
	Council President Gerald W. Tamburro	Aye

Copy of Ordinance Duly Filed.  
O-8-2015-014

**UPON MOTION** made by Councilman Leibowitz and Councilman Dalina , an Ordinance of which the following is the title was moved on second reading for final passage: **A LOAN ORDINANCE APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LOAN AND SECURITY AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE UNDERTAKING OF VARIOUS 2015 CAPITAL IMPROVEMENTS AND THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF VARIOUS EQUIPMENT WITH AN ESTIMATED COST OF \$609,000, THE COST OF SUCH IMPROVEMENTS AND EQUIPMENT TO BE FINANCED THROUGH THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2015 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**

**ORDINANCE** as follows (O-8-2015-015)

**WHEREAS**, the Middlesex County Improvement Authority (the "Authority") is authorized to issue its bonds pursuant to the provisions of the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "County Improvement Authorities Law"), and other applicable provisions of law; and

**WHEREAS**, the Authority has determined to issue its revenue bonds for the purpose of financing the various capital improvements to be undertaken by and the acquisition, installation and, as applicable, subsequent leasing of certain capital equipment, including but not limited to police and passenger vehicles, to various governmental entities within the County of Middlesex, State of New Jersey (the "County"), including the County and the Authority (the "2015 Program"); and

**WHEREAS**, the Township of Monroe, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2015 Program and to finance various capital improvements and acquire and install certain capital equipment through the Authority; and

**WHEREAS**, there has been prepared and submitted to the Municipality the form of the Loan and Security Agreement (the "Loan Agreement"), to be entered into by and between the Authority and the Municipality, which Loan Agreement has been approved by the Authority and which is attached hereto as Exhibit A, providing for the financing of various capital improvements and the acquisition and installation of certain capital equipment through the Authority, which improvements and items of equipment are described in Exhibit B attached hereto and incorporated by this reference herein. All terms used herein and not otherwise defined shall have the same meanings ascribed to such terms under the Loan Agreement.

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE TOWNSHIP OF MONROE, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY** (not less than two-thirds of all members thereof affirmatively concurring), **AS FOLLOWS:**

**Section 1.** (a) The various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached to this loan ordinance and by this reference made a part hereof are hereby authorized as general capital improvements or purposes to be undertaken by the Municipality. For financing such improvements, purposes or loan, there is hereby appropriated the not to exceed sum of \$640,000.

(b) For the financing of the general capital improvements, purposes or loan and to provide monies to fund the not to exceed \$640,000 appropriation, a loan from the Authority to the Municipality is hereby authorized in a not to exceed amount of \$640,000 pursuant to the County Improvement Authorities Law and the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law").

(c) The general capital improvements hereby authorized and the purposes for which the above-described loan is authorized are the various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto.

(d) The estimated maximum amount of the loan for the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto is \$640,000.

(e) The estimated cost of said general capital improvements or purposes is \$609,000, with a not to exceed amount of \$640,000, which not to exceed amount includes all costs of issuance and items of expense listed in and permitted under section 20 of the Local Bond Law.

**Section 2.** Pursuant to the County Improvement Authorities Law and N.J.S.A. 40:23-1 et seq., the Municipality is hereby authorized and directed to enter into and perform the Loan Agreement, which Loan Agreement provides for various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality to be financed with the proceeds of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2015 (the "Bonds") to be issued by the Authority under a resolution to be adopted by the Authority entitled, "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds" (the "General Bond Resolution"). The Loan Agreement, in the form submitted herewith in Exhibit A (a copy of which is on file in the office of the Clerk of the Municipality), is hereby approved with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Municipality and bond counsel to the Authority and the County.

**Section 3.** The full faith and credit of the Municipality are hereby pledged to the punctual payment of the obligations set forth in the Loan Agreement authorized by this ordinance, including without limitation, (i) all Basic Loan Payments and Loan Payments obligations of the Municipality under the Loan Agreement, including Authority Administrative Expenses and Additional Loan Payments, (ii) all amounts due and owing to the County as a result of payments made by the County on behalf of the Municipality under the Loan Agreement pursuant to the County Guarantee, including County Guarantee Costs, and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Loan Agreement and the County Guarantee ((i), (ii) and (iii) collectively, the "Loan Payment Obligation"). The Loan Payment Obligation under the Loan Agreement shall be a direct, unlimited and general obligation of the Municipality, not subject to annual appropriation by the Municipality pursuant to the County Improvement Authorities Law, and unless paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Municipality for the payment of the Loan Payment Obligation thereunder without limitation as to rate or amount.

An Authorized Municipal Representative (as defined in the Loan Agreement) is hereby authorized and directed to execute the Loan Agreement on behalf of the Municipality in the form as attached hereto in Exhibit A, along with any of the aforesaid necessary changes, and the Clerk of the Municipality is hereby authorized to attest to such signature and affix the seal of the Municipality thereto and the Loan Agreement is authorized to be delivered to the Authority. All representatives, officials and employees of the Municipality are hereby authorized and directed to enforce and to implement provisions of the Loan Agreement.

**Section 4.** The following additional matters are hereby determined, declared, recited and stated:

(a) The maximum Loan Payment Obligation for which the Municipality shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the Bonds of the Authority, shall not exceed the sum necessary to (a) undertake the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and described in Exhibit B, (b) pay interest on the Authority's Bonds allocated to the Municipality's various capital improvements and items of equipment, and (c) pay the Municipality's share of the costs of issuance, Authority Administrative Expenses, Additional Loan Payments, County Guarantee Costs and all other amounts required to be paid by the Municipality under the Loan Agreement, as and if applicable.

(b) The Bonds shall mature no later than 5 years from the date of issue.

(c) The Loan Payment Obligation authorized herein shall remain effective until all the Authority's Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the Municipality under the Loan Agreement have been satisfied, notwithstanding the occurrence of any other event.

(d) The various capital improvements and items of equipment described in Exhibit B attached hereto are hereby approved to be undertaken and financed through the Authority in accordance with the terms of the Loan Agreement, with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

(e) The average period of usefulness of the various capital improvements and items of equipment described in Exhibit B attached hereto within the limitations of the Local Bond Law, according to the reasonable useful life thereof computed from the dated date of the loan authorized by this loan ordinance, shall not exceed 5 years.

(f) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Municipality and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Municipality as defined in the Local Bond Law is increased by the authorization of the loan provided for in this loan ordinance by \$640,000 and the said loan authorized by this loan ordinance will be within all debt limitations prescribed by the Local Bond Law.

(g) An aggregate amount not exceeding \$192,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the various capital improvements and items of equipment described in Exhibit B attached hereto.

**Section 5.** To the extent the Municipality is an "Obligated Person" (as defined under the Rule (as hereinafter defined)), the Municipality hereby agrees to comply with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Loan Agreement. The Mayor, Clerk, Chief Financial Officer or any other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Preliminary and Final Official Statements of the Authority to the extent the information contained therein relates to the Municipality and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the Municipality on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

**Section 6.** The Mayor, Clerk, Chief Financial Officer of the Municipality or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Loan Agreement, the undertaking of the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and all related transactions contemplated by this ordinance.

**Section 7.** Upon the payment of all amounts referenced in Section 4(c) herein, the full faith and credit pledge of the Municipality as to its Loan Payment Obligation authorized herein shall cease to exist.

**Section 8.** The capital budget of the Municipality is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs is on file with the Clerk of the Municipality and is available for public inspection.

**Section 9.** The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

**Section 10.** The Municipality reasonably expects to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance and paid prior to the entering into of the loan authorized by this loan ordinance with the proceeds of such loan. This Section 10 is intended to be and hereby is a declaration of the Municipality's official intent to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance to be incurred and paid prior to entering into of the loan authorized herein all in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and any regulations promulgated thereunder.

**Section 11.** The Clerk of the Municipality is hereby authorized and directed to cause the publication of the text of this ordinance in full after introduction and final adoption in accordance with applicable law and to arrange for the public hearing thereon and final adoption thereof.

**Section 12.** This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

Council President Tamburro opened the Public Hearing to Council and Public discussion of this Ordinance.

There was no Council discussion of this Ordinance.

Alan Kahn, 11 Crenshaw Court – What are the items of expense not to exceed \$192,000 composed of?

Wayne Hamilton, Business Administrator summarizes the ordinance explaining that the section 20 costs mentioned in Section 4g are for all the towns that are participating in the entire program.

As Councilman Leibowitz and Councilman Dalina regularly moved and seconded the adoption, an Ordinance of which the following is the title, was passed on Second Reading and Final Adoption: **ORDINANCE APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LOAN AND SECURITY AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE UNDERTAKING OF VARIOUS 2015 CAPITAL IMPROVEMENTS AND THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF VARIOUS EQUIPMENT WITH AN ESTIMATED COST OF \$609,000, THE COST OF SUCH IMPROVEMENTS AND EQUIPMENT TO BE FINANCED THROUGH THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2015 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**

ROLL CALL:	Councilman Stephen Dalina	Aye
	Councilman Michael Leibowitz	Aye
	Councilwoman Elizabeth Schneider	Aye
	Council Vice-President Leslie Koppel	Aye
	Council President Gerald W. Tamburro	Aye

Copy of Ordinance Duly Filed.  
O-8-2015-015



**UPON MOTION** made by Councilman Leibowitz and Councilman Dalina , an Ordinance of which the following is the title was moved on second reading for final passage: **AN ORDINANCE APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LEASE AND AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2015 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**

**ORDINANCE** as follows (O-8-2015-016)

**WHEREAS**, the Middlesex County Improvement Authority (the "Authority") is authorized to issue its bonds pursuant to the provisions of the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "County Improvement Authorities Law"), and other applicable provisions of law; and

**WHEREAS**, the Authority has determined to issue its revenue bonds for the purpose of financing the various capital improvements to be undertaken by and the acquisition, installation and, as applicable, subsequent leasing of certain capital equipment, including but not limited to police and passenger vehicles, to various municipalities located in the County of Middlesex in the State of New Jersey (the "County") including the County and the Authority (the "2015 Program"); and

**WHEREAS**, the Township of Monroe, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2015 Program and to lease certain police and/or passenger vehicles from the Authority; and

**WHEREAS**, there has been prepared and submitted to the Municipality the form of the Lease and Agreement (the "Lease"), to be entered into by and between the Authority and the Municipality, which Lease has been approved by the Authority and which is attached hereto as Exhibit A, providing for the acquisition and leasing of certain police and/or passenger vehicles from the Authority, which police and/or passenger vehicles are described in Exhibit B attached hereto and incorporated by reference herein. All terms used herein and not otherwise defined shall have the same meanings ascribed to such terms under the Lease.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE TOWNSHIP OF MONROE, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY** (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

**Section 1.** Pursuant to section 78 of the County Improvement Authorities Law, N.J.S.A. 40:48-1 et seq., the Municipality is hereby authorized and directed to enter into and perform the Lease, which Lease provides for the leasing of certain police and/or passenger vehicles acquired with the proceeds of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2015 (the "Bonds") to be issued by the Authority under a resolution of the Authority to be adopted by the Authority entitled, "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds" (the "General Bond Resolution"). The Lease, in the form submitted herewith in Exhibit A (a copy of which is on file in the office of the Clerk of the Municipality), is hereby approved with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Municipality and bond counsel to the Authority and the County.

**Section 2.** The full faith and credit of the Municipality are hereby pledged to the punctual payment of the obligations set forth in the Lease authorized by this ordinance, including without limitation, (i) all Basic Rent and Rent obligations of the Municipality under the Lease, including Authority Administrative Expenses and Additional Rent, (ii) all amounts due and owing to the County as a result of payments made by the County on behalf of the Municipality under the Lease pursuant to the County Guarantee, including County Guarantee Costs and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Lease and the County Guarantee ((i), (ii) and (iii) collectively, the "Lease Payment Obligation"). The Lease Payment Obligation under the Lease shall be a direct, unlimited and general obligation of the Municipality, not subject to annual appropriation by the Municipality pursuant to the County Improvement Authorities Law, and unless paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Municipality for the payment of the Lease Payment Obligation thereunder without limitation as to rate or amount.

The Mayor or other Authorized Municipal Representative (as defined in the Lease) is hereby authorized and directed to execute the Lease on behalf of the Municipality in the form as attached hereto in Exhibit A and the Clerk of the Municipality is hereby authorized and directed to attest to such signature and affix the seal of the Municipality thereto and the Lease is authorized to be delivered to the Authority. All representatives, officials and employees of the Municipality are hereby authorized and directed to enforce and to implement provisions of the Lease.

**Section 3.** The following additional matters are hereby determined, declared, recited and stated:

(1) The maximum Lease Payment Obligation for which the Municipality shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the Bonds of the Authority shall not exceed the sum necessary to (a) acquire the Municipality's police and/or passenger vehicles described in Exhibit B attached hereto which will be subject to the Lease, (b) pay interest on the Authority's Bonds allocated to the Municipality and used to acquire the Municipality's police and/or passenger vehicles, and (c) pay the Municipality's share of the costs of issuance, Authority Administrative Expenses, Additional Rent, County Guarantee Costs and all other amounts required to be paid by the Municipality under the Lease.

(2) The Bonds shall mature within five (5) years from the date of issue.

(3) The Lease Payment Obligation authorized herein shall remain effective until all the Authority's Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the Municipality under the Lease have been satisfied, notwithstanding the occurrence of any other event, including but not limited to the termination of the Lease with respect to some or all of the police and/or passenger vehicles leased thereunder.

(4) The police and/or passenger vehicles described in Exhibit B are hereby approved to be leased from the Authority in accordance with the terms of the Lease, with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

**Section 4.** To the extent the Municipality is an "Obligated Person" (as defined under the Rule (as hereinafter defined), the Municipality hereby agrees to comply with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Lease. The Mayor, Clerk, Chief Financial Officer or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Official Statement of the Authority and the preliminary form thereof to the extent the information contained therein relates to the Municipality and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the Municipality on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

**Section 5.** The Mayor, Clerk, Chief Financial Officer or Authorized Municipal Representative are each hereby authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Lease, the leasing of the police and/or passenger vehicles which is to be the subject of the Lease and all related transactions contemplated by this ordinance.

**Section 6.** Upon the payment of all amounts referenced in Section 3(3) herein, the full faith and credit pledge of the Municipality as to its Lease Payment Obligations authorized herein shall cease to exist.

**Section 7.** The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

**Section 8.** This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

Council President Tamburro opened the Public Hearing to Council and Public discussion of this Ordinance.

There was no Council or Public discussion of this Ordinance.

As Councilman Leibowitz and Councilman Dalina regularly moved and seconded the adoption, an Ordinance of which the following is the title, was passed on Second Reading and Final Adoption: **ORDINANCE APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LEASE AND AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2015 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**

ROLL CALL:	Councilman Stephen Dalina	Aye
	Councilman Michael Leibowitz	Aye
	Councilwoman Elizabeth Schneider	Aye
	Council Vice-President Leslie Koppel	Aye
	Council President Gerald W. Tamburro	Aye

Copy of Ordinance Duly Filed.  
O-8-2015-016

**UPON MOTION** made by Council Vice President Koppel and seconded by Councilwoman Schneider, the following entitled Resolutions were moved for adoption under the **CONSENT AGENDA**, as hereinbelow set forth:

Councilwoman Schneider abstained on Resolution R-8-2015-184 because she is a resident of Rossmoor.

ROLL CALL:	Councilman Stephen Dalina	Aye
	Councilman Michael Leibowitz	Aye
	Councilwoman Elizabeth Schneider	Aye
	Council Vice-President Leslie Koppel	Aye
	Council President Gerald W. Tamburro	Aye

**RESOLUTIONS** adopted under **CONSENT AGENDA** are as follows:

- |                     |   |
|---------------------|---|
| <b>R-8-2015-178</b> | <b>RESOLUTION REFUNDING THIRD PARTY TAX LIEN PREMIUM PAYMENT.</b>   |
| <b>R-8-2015-179</b> | <b>RESOLUTION REFUNDING TAX OVERPAYMENTS.</b>   |
| <b>R-8-2015-180</b> | <b>RESOLUTION AUTHORIZING AWARD OF CONTRACT 422 – SECTIONS C3, 31 AND H – “WATER &amp; SEWER SYSTEM APPURTENANCES” TO KENNEDY CULVERT SUPPLY CO. FOR THE MONROE TOWNSHIP UTILITY DEPARTMENT (“M.T.U.D.”).</b>               |
| <b>R-8-2015-181</b> | <b>RESOLUTION AUTHORIZING AWARD OF CONTRACT 422 – SECTIONS A, B, C1, C2, D, F AND G – “WATER &amp; SEWER SYSTEM APPURTENANCES” TO WATER WORKS SUPPLY CO., INC. FOR THE MONROE TOWNSHIP UTILITY DEPARTMENT (“M.T.U.D.”).</b> |
| <b>R-8-2015-182</b> | <b>RESOLUTION AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH CENTER STATE ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES UNDER THE 2015 CAPITAL PROJECTS.</b>                 |
| <b>R-8-2015-183</b> | <b>RESOLUTION AUTHORIZING CENTER STATE ENGINEERING TO PREPARE PLANS, SPECIFICATIONS AND ADVERTISE FOR RECEIPT OF BIDS FOR VARIOUS 2015 CAPITAL PROJECTS.</b>  |
| <b>R-8-2015-184</b> | <b>RESOLUTION GRANTING ACCEPTANCE AND APPROVAL OF FINAL CONSTRUCTION PLANS AND SPECIFICATIONS FOR IMPROVEMENTS TO THE CEDAR BROOK POND RETENTION BASIN PUMP STATION.</b>  |
| <b>R-8-2015-185</b> | <b>RESOLUTION AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEE AND ESTABLISHING A MAINTENANCE GUARANTEE FOR STONEBRIDGE – PHASE 1, SECTIONS 5, 6, 7 - PARTIAL STORM SEWER.</b>  |

- R-8-2015-186 RESOLUTION AUTHORIZING REDUCTION OF PERFORMANCE GUARANTEES POSTED FOR ORCHARDS @ MONROE – SOUTH VILLAGE.
- R-8-2015-187 RESOLUTION AUTHORIZING REDUCTION OF PERFORMANCE GUARANTEES POSTED FOR FOUR SEASONS @ MONROE – VILLAGE NORTH.
- R-8-2015-188 RESOLUTION AUTHORIZING AND APPROVING THE RENEWAL OF LIQUOR LICENSES FOR THE 2015-2016 LICENSE TERM.
- R-8-2015-189 RESOLUTION AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEE AND ESTABLISHING A MAINTENANCE GUARANTEE FOR STONEBRIDGE – PHASE 1, SECTION 4 - PARTIAL STORM SEWER.
- R-8-2015-190 RESOLUTION AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BROWN & BROWN CONSULTING FOR GASB 45 ACTUARIAL SERVICES.
- R-8-2015-191 RESOLUTION AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONROE AND TOWNSHIP OF EAST BRUNSWICK FOR COMMUNICATION SERVICES.
- R-8-2015-192 RESOLUTION AUTHORIZING THE PAYMENT OF ADDITIONAL FEES RELATED TO THE REPRESENTATION OF THE TOWNSHIP IN CONNECTION WITH A DECLARATORY JUDGMENT ACTION REGARDING THE TOWNSHIP'S COAH COMPLIANCE.
- R-8-2015-193 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO BLUE STREAK UNIFORMS, LLC FOR MONROE TOWNSHIP EMERGENCY MEDICAL SERVICES UNIFORMS.
- R-8-2015-194 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO O'BRIEN & GERE ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO PUMP STATION NOS. 4, 9 & 10 UPGRADES FOR THE MONROE TOWNSHIP UTILITY DEPARTMENT

Copies of Resolutions Duly Filed.

**UPON MOTION** made by Councilman Dalina and seconded by Council Vice-President Koppel, the following entitled Resolution was moved for adoption:

**R-8-2015-195 RESOLUTION AUTHORIZING CLOSED PORTION OF PUBLIC MEETING.**

ROLL CALL: Councilman Stephen Dalina Aye  
Councilman Michael Leibowitz Aye  
Councilwoman Elizabeth Schneider Aye  
Council Vice-President Leslie Koppel Aye  
Council President Gerald W. Tamburro Aye

**REPORTS:**

**Mayor Pucci –**

- Thanked Council President Tamburro for reading aloud the Proclamation. Complimented the South Asian/Indian population on their efforts and everything they have done so far in Monroe Twp. The young man who spoke this evening is a great example to all of us.
- Sadly, with only 4 sessions left, stated how very proud he is of how Monroe Township came through the 2009 recession and of all its accomplishments and awards; voted #1 empty-nester town in the State and voted #1 community in the State of N.J. for first time home buyers. Advised that always keeping the services great strengthens us as a community; as the community grows and the great services continue to be available, the value of the homes hold and with our low crime rate the home values skyrocket, providing a comfort level for everyone in Monroe.

**Administrator Hamilton –**

- R-8-2015-191 Authorizes a Shared Service Agreement with the Township of East Brunswick to have access to their master core radio system. Our current system is approximately 20 years old. The parts are getting harder and harder to come by. There is \$3M allotted in the Capital Budget to upgrade the system. Entering into this Shared Service Agreement is a win/win for both towns, not only providing a significant cost savings to us but also correcting the dead spots that are currently in the system to improve safety and allowing us to have East Brunswick as back-up.
- The Bond sale was held last week. Happy to report 1 year notes = 0.376%, Bonds = 3.17%. We indicated that we would go to bond sale this summer because we're afraid of interest rates going up if we wait until the end of this year or beginning of next year.
- Regarding the Municipal Energy Aggregation Program, we will be going out to bid on September 9<sup>th</sup> and if we receive good bids, the Council will consider a new agreement with the new low bidder at the Council meeting that evening.

**Engineer Rasimowicz –**

- R-8-2015-184 – grants approval of the final construction plans for the improvements to the Cedar Brook Pond Retention Basin Pump Station which is the first step in moving forward to go out to bid to resolve some of the drainage issues that we are having on Applegarth Road for the Rossmoor residents. This is tri-party agreement; Rossmoor, Middlesex County and the Township and each party must pass a Resolution approving the plans and specifications prior to going out to bid so this is us taking our step and we are hopeful to have the County Resolution shortly so we can go out to bid within the next several months.

**COUNCIL REPORTS:**

**Councilman Michael Leibowitz –**

- Thanked the Indian community for moving to Monroe and celebrating their heritage with all of us.

**Councilman Stephen Dalina –**

- Congratulated all the Monroe Twp. Summer Travel Teams for a wonderful season. Special recognition to our 8U purple team who went 52-0 and won 3 titles; the District Title, the Northern NJ State Title and the Mid-Atlantic Regional Title and our 11 yr. olds purple and gold teams who won the District and Northern NJ State Title.
- On August 11<sup>th</sup> we will be receiving our new bookmobile.
- The yearlong World War II celebrations continue at the library; Former professor from Rutgers will be speaking about unsolved World War II mysteries on Wed. August 5<sup>th</sup> and WWII film "Mr. Roberts" will be showing on August 10<sup>th</sup> at 2pm.
- National Night Out is scheduled for tomorrow night, August 4<sup>th</sup>. This is an opportunity to learn about safety and to meet and greet our police officers and first responders. The Recreation Dept. will be supplying free food and drinks. A fun night for all.

**Councilwoman Schneider –**

- Visited JCP&L 24/7 Enhanced Power Center in Red Bank. Very impressed with the high tech computer systems. They developed a "My town" link which connects customers, local officials and the media to a dedicated web page for each municipality. Includes alert notifications for emergencies and storm outage maps. Soon we will be airing on Channel 28 a short video containing information on this new feature.
- Commends the mailman who delivers in Rossmoor; he noticed mail was piling up at a residents home for 3 days and brought it to the attention of the neighbor who found that the woman had been lying on the floor for 3 days. Its people like that and all the residents of Monroe who look out for each other which makes it such a safe community and wonderful community to live in.

**Council Vice-President Koppel –**

- Reiterates that National Night Out is tomorrow. There will be many fun programs for children, including a helmet safety program. Thanked all the employees and volunteers in Monroe that came out and made the event possible.
- August 6<sup>th</sup> at 6 p.m. at the Open Grove Gazebo in Thompson Park "Rhythm and Sound" will be performing. This is a classic doo wop show featuring music of the 1940-1960s.

- Very excited; this morning at 7am at the Community Garden I picked for the first time; 2 squash, 2 eggplants, 1 pepper and my tomatoes are ripening. I thank everyone who made the Community Garden possible.
- Read aloud a letter from Stonebridge resident Henry Sloan thanking the Mayor, Government Officials, and all Township Departments for their dedication. A special thank-you to the Construction Dept. and Engineering Dept. for always being courteous, cordial, responsive and always there to find the best solutions within the regulations.

**Council President Tamburro –**

- Commends the Mayor and thanks him for his service, stating that when he came into office he had a vision for Monroe Township and the vision is being fulfilled day after day. If it wasn't for Mayor Pucci we wouldn't have a library, community center, ambulance service, all the great services offered, etc. which makes our town #1 in all categories.

**PUBLIC:**

**Judy Blitzer, 84 Birmingham Lane** – 15 year long resident and a prior township committeewoman in Union County for several years. Read aloud a prepared statement praising the Chabad Jewish Center and pleading with Council to vote and accept the settlement agreement removing the unlawful condemnation and allowing them to move forward with the project for the local community.

**Erik Small, 9 Shinnicock Court** – involved with the Chabad Jewish Center for the last five years. Very troubled that the township wrongfully condemned the property. Encouraged Council to vote and remove the unlawful and possibly unconstitutional condemnation as soon as possible to avoid a long and costly legal battle that may prove embarrassing to the township. Such a battle will waste a lot of taxpayer money as well as the non-profit funds of Chabad Jewish Center.

**Hy Grossman, Doral Drive** – Regarding the recent revaluation, our tax rate for the Municipal Open Space remains the same and is of the opinion that we should go to referendum and cut Open Space tax rate in half. Stated he brought this issue up in January and no one did anything about it. Thought it would be appropriate to be on the ballot this year.

Mayor Pucci responded that what was originally discussed was that we knew the impact of the revaluation and how the rate would change. We decided we wanted to go through one year after the revaluation to see what the outcome of the tax appeals would be and we also wanted to get a better analysis of both the County open space fund, what would be available to us and also what would be available to the State. We also felt that if you put it on the ballot during a presidential election there would be a better voter turnout. That decision is going to be left to the next Mayor and Council.

**Gary Busman, 7 Monarch Drive** – Thanked the township for sending Joe Harvie out to the Community Garden to take pictures; now we have a history of all the stages and growth in the garden. Thanked the Mayor and Council for making the Community Garden come to life.

**Mark Klein, 7 Crenshaw Court** – Inquired on Resolutions: R-8-2015-186, asking the location. R-8-2015-192 – Approximately 2 years ago Governor Christie wanted to take all the affordable housing funds from the township, is this in regard to that?

Council President Tamburro responded that the attorneys have been working with Judge Wolfson. We have the township affordable housing attorney, planning board attorney and the assistant township attorney working with the Judge to coordinate a total effort to present the programs that we have already being built-out and approved to be built-out and making the case that we have conformed to all the requirements COAH had in place. The money that the State tried to take from us is in an irrevocable trust to be used to build affordable housing units primarily for Veterans.

Mr. Klein thanked the Mayor, Council and Administration for everything they have done.

**Tom Nothstein, 15 Nathaniel Street** – The Mayor has had a long and illustrious career here in Monroe but it's also important to remember that when we are thanking the Mayor that we also realize that if it wasn't for the great taxpayers of Monroe who funded all the great things that have gone on over the years we wouldn't have any of it. I urge you to remember it's the hardworking people of Monroe that make it possible.

Council President Tamburro responded by saying that is true, but we thank the Mayor because it was him that put the plan in place to make it happen.

Mr. Nothstein continues; also has a problem with the Municipal Open Space tax rate. The Mayor mentioned tonight that it was discussed as to when to go to referendum. I was at several meetings and have never heard that issue brought up. When was it discussed to not have the referendum?

Mayor Pucci responded it was discussed between him and the Business Administrator and the information was relayed to the Council President. During the budget process, we did an analysis of the revaluation and potential appeals that would occur because of it and then making an estimate on the amount of funds that were available for open space we felt the amount of income coming in for one year would not jeopardize anything, in fact, it might help us in some of our open space purchases. For the average homeowner paying approximately \$6500 a year in taxes, the impact of making the change is worth about \$20.00 so it's not a tremendous impact. It makes more sense to do it when the election turn out is at its largest.

Mr. Nothstein inquired about the closed session Resolution, having never seen this Resolution on an Agenda and asked if this is something new.

Council President Tamburro responded that this deals with a pending litigation and a decision needs to be made which is the reason for the closed session. If action is taken, we will reconvene the meeting to take that action.

Mr. Nothstein expressed that the closed session Resolution should have been copied for the public because it must state the reason for going into closed session.

Council President Tamburro stated that the Resolution will be read into record and he will also provide Mr. Nothstein with a copy if he wishes.

**Michele Arminio, 9 Nathaniel Street** – Inquired on Resolutions: R-8-2015-182 – what is the cost? Does that have to go out to bid?

Council President Tamburro responded \$259,000.

Administrator Hamilton responded “no”, we do not have to go out to bid. This is part of all the capital improvement projects that were approved under the capital budget and most recently the bond ordinance that was just adopted at last month's meeting.

Ms. Arminio inquired on the cost associated with R-8-2015-183 and Administrator Hamilton responded there is no dollar amount involved.

Ms. Arminio regarding R-8-2015-192; is it correct that our affordable housing obligation is 2,323?

Council President Tamburro responded “no”, that is the number that Fair Share Housing has entered into the litigation going forward. We feel that number is outrageous based on what we have already built-out, have approved to be built-out and the land that we received from 3 developers to put our own affordable housing on, which is why we are going to court.

Mayor Pucci added that when he was first elected, the initial affordable housing obligation came into the township. At that time everyone was concerned how that number that we were mandated to have would be built out. Here we are 28 years later and there has only been a nominal number built-out. It would take a minimum of two decades to build out this obligation.

Affordable housing discussion continues.

**Alan Kahn, 11 Crenshaw Court** – Would like to give credit to the library staff for coming with cartons of appropriate books when the bookmobile was down last week.

**Charlie Lerman, 11 Doral Drive** – Affordable housing obligation puts a tremendous burden on everything.

Council President Tamburro read the following entitled Resolution in full into the record:  
**RESOLUTION AUTHORIZING CLOSED PORTION OF PUBLIC MEETING.**  
The time being 8:23 p.m.

Mayor, Administrator, Attorney, Council Members, Township Clerk and Deputy Clerk left Council Chambers and convened in a Conference Room for the closed portion of the Public Meeting.

The Regular Council Meeting reconvened at 8:58 p.m.

At this time the following entitled Resolution was added to the agenda:

**RESOLUTION AUTHORIZING DISMISSAL WITHOUT PREJUDICE OF THE COMPLAINT ENTITLED TOWNSHIP OF MONROE V. CHABAD LUBAVITCH JEWISH CENTER OF MONROE, INC., FILED IN SUPERIOR COURT, LAW DIVISION, MIDDLESEX COUNTY, DOCKET NO. L-1292-15, PURSUANT TO A MOTION MADE AT THE AUGUST 3, 2015 MEETING.**

**UPON MOTION** made by Councilman Leibowitz and seconded by Councilwoman Schneider, the following entitled Resolution was moved for adoption: **RESOLUTION AUTHORIZING DISMISSAL WITHOUT PREJUDICE OF THE COMPLAINT ENTITLED TOWNSHIP OF MONROE V. CHABAD LUBAVITCH JEWISH CENTER OF MONROE, INC., FILED IN SUPERIOR COURT, LAW DIVISION, MIDDLESEX COUNTY, DOCKET NO. L-1292-15, PURSUANT TO A MOTION MADE AT THE AUGUST 3, 2015 MEETING.**

ROLL CALL:	Councilman Stephen Dalina	Aye
	Councilman Michael Leibowitz	Aye
	Councilwoman Elizabeth Schneider	Aye
	Council Vice-President Leslie Koppel	Aye
	Council President Gerald W. Tamburro	Aye

Copy of Resolution Duly Filed  
R-8-2015-196

Councilman Leibowitz states for the record that Council has been cooperative on this all along and he was offended when told that we made illegal movements because we were trying to work with them.

Council President Tamburro states that when approached by the Rabi and many of his constituents regarding this issue it seemed like there was no compromise from any of the parties, including his attorney and feels the same as Councilman Leibowitz and was offended by being told that we were doing something illegal.

**UPON MOTION** made by Councilman Dalina, and seconded by Councilman Leibowitz the Regular meeting was Adjourned at 9:00pm.

ROLL CALL:	Councilman Stephen Dalina	Aye
	Councilman Michael Leibowitz	Aye
	Councilwoman Elizabeth Schneider	Aye
	Council Vice-President Leslie Koppel	Aye
	Council President Gerald W. Tamburro	Aye

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SHARON DOERFLER, Township Clerk

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GERALD W. TAMBURRO, Council President

Minutes were adopted on December 9, 2015