

**TOWNSHIP OF MONROE**  
**COUNCIL MEETING MINUTES**  
**SPECIAL & AGENDA MEETING – AUGUST 2, 2017**

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 Stephen Dalina with a Salute to the Flag.

**UPON ROLL CALL** by the Township Clerk, Patricia Reid, the following members of Council were present: Councilman Leonard Baskin, Councilwoman Miriam Cohen, Councilman Michael Leibowitz, Council Vice-President Elizabeth Schneider and Council President Stephen Dalina.

**ALSO PRESENT:** Mayor Gerald W. Tamburro, Business Administrator Alan M. Weinberg, Township Attorney Joel Shain, Engineer Mark Rasimowicz and Deputy Township Clerk Christine Robbins.

There were approximately ten (10) members of the Public present in the audience.

Council President Dalina 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 has been provided by the following:

1. Posted on the Bulletin Boards within the Municipal Building on July 24, 2017 and remains posted at that location for public inspection;
2. Printed in the **HOME NEWS TRIBUNE** on July 26, 2017 and noticed to the **CRANBURY PRESS** on July 24, 2017;
3. Posted on the Monroe Township website; and
4. 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.

Council President Dalina to announce the Special Meeting is being held for the Consideration of various Ordinances, Resolutions and any other business that may come before the Council. The regularly scheduled Agenda Meeting will immediately follow.

**UPON MOTION** made by Councilman Leibowitz and seconded by Council Vice-President Schneider, an Ordinance of which the following is the title was moved on second reading for final passage:

**O-7-2017-016 AN ORDINANCE OF THE TOWNSHIP OF MONROE, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, 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 2017 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY.**

**ORDINANCE** as follows: (O-7-2017-016)

**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 "2017 Program"); and

**WHEREAS**, the Township of Monroe, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2017 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 2017 (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 twenty (20) 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.

**Exhibit "B"**

<u>Lease</u>	<u>Quantity</u>	<u>Est. Cost</u>	<u>Useful Life</u>
<b>Police Patrol Cars</b>	<b>2</b>	<b>\$73,000.00</b>	<b>5 Years</b>
<b>Lease Total - \$73,000.00</b>			

**Michele Arminio, 9 Nathaniel St.** – Mrs. Arminio asked if the capital equipment ordinance and the bond ordinance are two different ordinances or are they one in the same; Administrator Weinberg responded that they are two separate ordinances, the first one being for \$73,000 for two new police vehicles and the second one is for capital equipment. Mrs. Arminio commented that when the ordinance talks about various things, as the bond is for quite a bit of money, the public does not know what exactly is paid for with the bond. She asked if there is a listing of what exactly is being enumerated with this bond ordinance; Administrator Weinberg clarified that the total of this ordinance is \$73,000 for the purchase of two police vehicles as you cannot do a loan for police

vehicles you have to do it as a lease which is why it is separated out. Mrs. Arminio asked if we pay a fee to the Middlesex County Improvement Authority for the opportunity to bond through them; Administrator Weinberg answered that he will look further into that, adding that his most important question he asked the Chief Financial Officer was what the net interest rate to the municipality is. He explained further that last year the net interest rate was 1.28% but it is not known what the interest rate will be for this year yet until they actually execute the bonds. What we are doing is putting in our equipment as part of the larger purchase utilizing the County's AAA bond rating and all of these have five-year terms which will give us a nice balance between our long-term bonding and our short-term bonding. Mrs. Arminio asked if it ever works out where we could possibly be paying for a bond in a different way and get less of a rate, asking how do we judge that and keep that in mind; Administrator Weinberg answered that the Chief Financial Officer and himself look at the different options that are available, explaining that our long-term bond rate is greater than 1.28% and having a nice mix of short term and long-term bonds is a good thing. The Middlesex County Improvement Authority program of pulling things together has been very successful and we do get to take advantage of their AAA bond rating.

**UPON MOTION** made by Councilman Leibowitz and seconded by Council Vice-President Schneider, an Ordinance of which the following is the title was passed on Second Reading and Final Adoption:

**O-7-2017-016 AN ORDINANCE OF THE TOWNSHIP OF MONROE, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, 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 2017 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY.**

ROLL CALL: Councilman Leonard Baskin	Aye
Councilwoman Miriam Cohen	Aye
Councilman Michael Leibowitz	Aye
Council Vice-President Elizabeth Schneider	Aye
Council President Stephen Dalina	Aye

Copy of Ordinance Duly Filed.  
O-7-2017-016

**UPON MOTION** made by Council Vice-President Schneider and seconded by Councilwoman Cohen, an Ordinance of which the following is the title was moved on second reading for final passage:

**O-7-2017-017 A LOAN ORDINANCE OF THE TOWNSHIP OF MONROE, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY 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 2017 CAPITAL IMPROVEMENTS AND THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF VARIOUS EQUIPMENT WITH AN ESTIMATED COST OF \$1,199,200, THE COST OF SUCH IMPROVEMENTS AND EQUIPMENT TO BE FINANCED THROUGH THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2017 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY.**

**ORDINANCE** as follows: (O-7-2017-017)

**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 "2017 Program"); and

**WHEREAS**, the Township of Monroe, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2017 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 \$1,439,040.

(b) For the financing of the general capital improvements, purposes or loan and to provide monies to fund the not to exceed \$1,439,040 appropriation, a loan from the Authority to the Municipality is hereby authorized in a not to exceed amount of \$1,439,040 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 \$1,439,040.

(e) The estimated cost of said general capital improvements or purposes is \$1,199,200, with a not to exceed amount of \$1,439,040, 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 2017 (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 twenty (20) 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 \$1,439,040 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 \$299,800 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.

**Exhibit "B"**

**FIVE YEAR PROJECTS  
LOAN**

<b>Project</b>	<b>Quantity</b>	<b>Est. Cost</b>	<b>Useful Life</b>
Transportation 16+2 Wheelchair Buses	1	\$ 75,000.00	5 years
Police - SUV 4x4	3	\$ 165,000.00	5 years
Police – Alcotest Unit	1	\$ 20,000.00	5 years
Police – Safron Morpho (fingerprints)	1	\$ 39,000.00	5 years
Police – AED	15	\$ 23,500.00	5 years
Police – Firewall Replacement	1	\$ 18,200.00	5 years
Tax Assessor – SUV	1	\$ 30,000.00	5 years
Administration – Computer Upgrades	1	\$ 18,000.00	5 years
Construction – 4x4 Ford Explorer	1	\$ 25,000.00	5 years
EMS – Ambulance	1	\$ 270,000.00	5 years
EMS – Lucas CPR Devices	10	\$ 150,000.00	5 years
EMS – MDT Upgrades/Replacements	10	\$ 100,000.00	5 years
EMS – Suction Units	20	\$ 25,000.00	5 years
DPW – Class 8 Dump Truck	1	\$ 140,000.00	5 years
DPW – Medium Duty Pick up Truck	1	\$ 35,000.00	5 years
Parks – Toro Ground Master 7210 Mower	1	\$ 28,000.00	5 years
Parks – Toro Infield Pro 5040	1	\$ 32,000.00	5 years
HR – ID Machine and Supplies	1	\$ 5,500.00	5 years
<b>Loan Total</b>		<b>\$1,199,200.00</b>	

**Michele Arminio, 9 Nathaniel St.** – Mrs. Arminio asked if these were short term bond loans; Administrator Weinberg responded that this loan is for five years and considered a short-term bond loan as they will be paid off fully after five years. Mrs. Arminio asked if we own them after the lease period is up to which Administrator Weinberg answered, yes.

Mrs. Arminio thanked the Council President for his courtesy and a great job, as she feels he has been the most transparent Council President we have had.

**UPON MOTION** made by Council Vice-President Schneider and seconded by Councilwoman Cohen, an Ordinance of which the following is the title was passed on Second Reading and Final Adoption:

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ROLL CALL: Councilman Leonard Baskin	Aye
Councilwoman Miriam Cohen	Aye
Councilman Michael Leibowitz	Aye
Council Vice-President Elizabeth Schneider	Aye
Council President Stephen Dalina	Aye

Copy of Ordinance Duly Filed.  
O-7-2017-017

Prior to voting on Resolution R-8-2017-198, an overview of the Energy Aggregation Program was given by Mr. Bob Chilton from Gabel Associates. He explained that the Township is approaching the end of the second round of the energy program which ends in December. He issued an RFP on behalf of the Township in July and obtained qualifications by five suppliers. As of 2:00pm today, the price proposals were accepted, as energy prices change every minute which is why it must be awarded the same day. There were proposals received from four of the five qualified suppliers with two potential start dates being December or March. The December start date provides



continuity in the program, whereas the March start date would cause a gap in the program. He recommended South Jersey Energy, whom is rated excellent in qualifications and provides a 14% lower cost than our current contract with Tri-Eagle and 19% lower cost than what JCP&L has, which equates to a savings of approximately \$17.50 per month for the average customer and \$60.00 per month for those homes who are all electric.

Council President Dalina thanked Mr. Chilton for his diligence and hard work.

Council Vice-President Schneider and Councilman Leibowitz thanked Mr. Chilton for his hard work in finding great savings for the residents.

Mayor Tamburro asked Mr. Chilton to clarify about the notifications that will go out to the residents regarding the program. He explained that every customer that does not have a third party energy supplier, including solar customers and residents who have opted out in prior rounds. In early October all residents will receive a mailing with all of the details of the program, as well as, having thirty days to opt out. Once the opt out period is over, all customers will be automatically enrolled in the program which will start in early December.

Council President Dalina announced that there will now be a public comment on Resolutions R-8-2017-198 through R-8-2017-201.

**PUBLIC:**

**Mark Klein, 7 Crenshaw** – Mr. Klein asked if it was correct that residents are automatically enrolled unless they choose to opt out; Mr. Chilton answered that residents can check their current electric bill to see if Tri-Eagle is named as their energy supplier and if so, once the mailing is received, it can be disregarded since you will be automatically enrolled in the program.

**RESOLUTIONS for CONSIDERATION under the CONSENT AGENDA:**

**UPON MOTION** made by Councilman Leibowitz and seconded by Council Vice-President Schneider, the following Resolutions were moved for Adoption under the **CONSENT AGENDA**

**R-8-2017-198 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO A THIRD PARTY POWER SUPPLIER TO PROVIDE ELECTRIC GENERATION SERVICE TO MONROE TOWNSHIP COMMUNITY ENERGY AGGREGATION (MTCEA) PROGRAM PARTICIPANTS AND TO PROVIDE GOVERNMENT ENERGY AGGREGATION SERVICES IN CONNECTION WITH THE MTCEA PROGRAM PURSUANT TO N.J.A.C. 14:4-6.**

**WHEREAS**, the Government Energy Aggregation Act of 2003 (PL. 2003, C. 24) governs the establishment of a government energy aggregation program, which is a government-operated purchasing cooperative through which multiple energy consumers join together for the purchase of electric utility services by a government aggregator; and

**WHEREAS**, the New Jersey Board of Public Utilities has promulgated rules (N.J.A.C. 14:4-6) for the implementation of government energy aggregation programs; and

**WHEREAS**, the Monroe Township Council passed an ordinance dated August 5, 2013 (Ordinance No. O-8-2013-012) authorizing the formation of a Government Energy Aggregation in the Township of Monroe, New Jersey, named the Monroe Township Community Energy Aggregation (“MTCEA”) Program, and passed an ordinance dated May 2, 2017 (Ordinance No. O-4-2017-010) authorizing the continuation of the MTCEA; and

**WHEREAS**, the Township of Monroe is acting as the Lead Agency of the MTCEA; and

**WHEREAS**, the residents of Monroe Township are included in the MTCEA on an “opt-out” basis, as set forth in applicable rules (N.J.A.C. 14:4-6); and

**WHEREAS**, by virtue of Ordinance No. O-4-2017-010 and in accordance with New Jersey Board of Public Utilities rules (N.J.A.C. 14:4-6) and applicable law (PL. 2003, C. 24), Monroe

Township is authorized to award a contract for electric generation service and government energy aggregation services on behalf of participating residential customers; and

**WHEREAS**, the Township of Monroe, in its capacity as Lead Agency, publicly noticed and issued on July 5, 2017 a Request for Proposals (RFP) for the provision of electric generation service and government energy aggregation services for the third round of the MTCEA Program (MTCEA Round-3) and has solicited proposals from qualified suppliers in New Jersey; and

**WHEREAS**, the RFP provided for a two- stage process that included: Stage 1 for the submission of supplier questions and comments and the submission of qualification documents by interested New Jersey Board of Public Utilities (NJBPU) -licensed electric power suppliers; and Stage 2 for the submission of price proposals; and

**WHEREAS**, the RFP provides for the submission of separate pricing for electric generation service for two potential contract dates and four potential contract durations (term) as follows: December 2017 start date, for a term of either 12 months (until December 2018) or 24 months (until December 2019); or March 2018 start date, for a term of either 15 months (until June 2019) or 21 months (until December 2019); and

**WHEREAS**, the RFP provides for the submission of separate pricing for electric generation service for two different contract language options: Option A) using the form of Master Performance Agreement attached to the RFP; and Option B) using the form of MPA attached to the RFP except that subsection 3.2 (a) (iii) (C) is removed, and a new subsection 2.1.5 as set forth above is added to the MPA; and

**WHEREAS**, the RFP provides for the submission of separate pricing for electric generation service for one pricing group, 1) Participating Residential Accounts; and the RFP provides for the award of a contract for Participating Residential Accounts at the discretion of the Township of Monroe and in accordance with the evaluation criteria set forth in the RFP; and

**WHEREAS**, during Stage 1 non-binding Notices of Intent and other qualification documents were received from five (5) NJBPU-licensed electric power suppliers; and

**WHEREAS**, a number of supplier questions and comments were received and, as a result, on July 19, 2017, Addendum No.1 to the RFP was issued and distributed to all suppliers that had submitted a Notice of Intent to Propose; and

**WHEREAS**, Stage 2 price proposals and accompanying Transmittal Letters were submitted by four (4) NJBPU-licensed electric power suppliers by the 2:00 p.m. August 2, 2017 deadline set forth in the RFP; and

**WHEREAS**, the Monroe Township Council, in consultation with its energy agent, has conducted extensive and in-depth evaluation of qualifications and analysis of price proposals, in accordance with the evaluation criteria set forth in the RFP and Addendum No.1; and

**WHEREAS**, as a result of the evaluation of qualifications and proposals and analysis of price proposals submitted, the Monroe Township Council has determined that the proposal submitted by South Jersey Energy Company for the December 2017 start date, the 24-month term and contract language Option A: 1) is most advantageous to the participating Township customers, price and other factors considered; 2) will provide for contract power supply prices that are lower than the applicable Jersey Central Power and Light Co. (“JCP&L”) Basic Generation Service tariff prices for power supply, making it feasible to award a contract for the Residential Account pricing group; and 3) provides the opportunity for residents currently receiving budget billing from JCP&L to continue to receive that service from the third party supplier.

**NOW, THEREFORE, BE IT RESOLVED** that the Monroe Township Council hereby awards a contract for the provision of electric generation service to the Participating Residential Accounts pricing group and the provision of government energy aggregation services in connection with the MTCEA Program to South Jersey Energy Company in accordance with the terms and conditions of the RFP (including the form of Master Performance Agreement included therein), as amended pursuant to Addendum No. 1 to the RFP and consistent with the contract language option awarded herein; and

**FURTHER RESOLVED** that government energy aggregation services to be provided by South Jersey Energy Company, including implementation of the opt-out process for residential

customers as set forth in the RFP and applicable NJBPU rules, shall commence immediately upon execution of the Master Performance Agreement; and

**FURTHER RESOLVED** that the following start date, contract term, contract price and contract language option are awarded for electric generation service to participating MTCEA Round-3 residents to be provided by South Jersey Energy Company:

<u>Pricing Group</u>	<u>Contract Start</u>	<u>Term</u>	<u>Contract Price</u>
Residential Accounts	December 2017	24 Months	\$0.07662/kwh

Contract Language Option  
Option A

**FURTHER RESOLVED** that the Mayor is authorized to execute a Notice of Award Letter to South Jersey Energy Company and the Mayor is authorized to execute and the Clerk to attest to the execution of the Master Performance Agreement, in the form included in the RFP (as amended pursuant to Addendum No. 1 and otherwise consistent with the contract Language option awarded).

**R-8-2017-199                    RESOLUTION OF THE MONROE TOWNSHIP COUNCIL  
AUTHORIZING EXTENSION OF A ONE TIME GRACE PERIOD  
FOR THE PAYMENT OF THIRD QUARTER TAXES, 2017.**

**WHEREAS**, due to circumstances beyond the control of the Township of Monroe, the property tax bills for the third quarter of 2017 may not be mailed to taxpayers within the statutory time constraints; and

**WHEREAS**, pursuant to N.J.S.A. 54:4-66, said taxes are due and payable by August 1, 2017 with a ten (10) day grace period; and

**WHEREAS**, the Tax Collector for the Township of Monroe has requested and recommends that this Council extend the grace period for the payment of third quarter taxes for a reasonable time after the tax bills are prepared and mailed to the taxpayers; and

**WHEREAS**, the Tax Collector recommends that the grace period be extended “one time” for twenty-five days from the date of mailing provided said mailing occurs after July 25, 2017 and provided, however, that payments received after the grace period shall accrue interest from the statutory due date of August 1, 2017 which grace period shall be in lieu of, and not, in addition to, any other applicable grace period; and

**WHEREAS**, the Township Council believes the extended grace period is warranted by the delay in the preparation and mailing of tax bills;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Monroe, in the County of Middlesex and State of New Jersey, that the grace period for payment of third quarter taxes for 2017 be and is hereby extended this “one time” to **August 18, 2017** and provided, however, that payments received after the statutory due date of August 1, 2017, which grace period shall be in lieu of, and not, in addition to, another applicable grace period.

**SO RESOLVED**, as aforesaid.

**R-8-2017-200                    RESOLUTION AUTHORIZING MONROE TOWNSHIP TO  
CONTRACT WITH ROK/REALAUCION TO CONDUCT AN  
ELECTRONIC TAX SALE.**

**WHEREAS**, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

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

**WHEREAS**, the Director of the Division of Local Government Services has approved ROK/Realaucaion as the sole vendor for the pilot program, and

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

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

**WHEREAS**, Monroe Township wishes to participate in the pilot program for an electronic tax sale.

**NOW THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Monroe, New Jersey, that the Tax Collector and Chief Financial Officer are hereby authorized to complete an application to participate in the electronic tax sale program and submit same to the Director of the Division of Local Government Services.

**SO RESOLVED**, as foresaid.

**R-8-2017-201                    RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO UTILITY SERVICE AFFILIATES, INC. FOR UTILITY MANAGEMENT AND SUPPORT SERVICES FOR THE MONROE TOWNSHIP UTILITY DEPARTMENT (“M.T.U.D.”).**

**WHEREAS**, the Township of Monroe, in accordance with N.J.A.C. 19:44A-20.5 and the Fair and Open Process requirements, advertised for Receipt for Qualifications (“RFQ’s”) in the June 7, 2017 edition of the Home News Tribune and on the Township’s website for Professional Management and Support Services for the Monroe Township Utility Department (“M.T.U.D.”); and

**WHEREAS**, on June 21, 2017 two (2) respondents submitted qualifications for the management and support services for the M.T.U.D.; and

**WHEREAS**, the Township Business Administrator, by copy of letter dated July 26, 2017, attached hereto as Exhibit “A”, recommends that a contract, effective August 2, 2017 thru December 31, 2017, be awarded to **Utility Service Affiliates, Inc., 1500 Ronson Road, Iselin, NJ 08830-3020**, in accordance with the pricing proposal, attached hereto and made a part hereof; and

**WHEREAS**, the fees for such services will not exceed One Hundred Eighty-Four Thousand One Hundred Dollars (\$184,100.00); and

**WHEREAS**, *Utility Service Affiliates, Inc.* possesses the technical expertise to provide the professional utility management and support services needed by the M.T.U.D.; and

**WHEREAS**, the M.T.U.D.’s Finance Officer has determined that sufficient funds are available, as evidenced by Certificate No. M-170025 a copy of which is attached hereto as Exhibit “B”; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) authorizes the award of contracts for “professional services” without competitive bids and further provides that the contract itself must be available for public inspection;

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

- (1) The Mayor and Township Clerk are hereby authorized and directed to execute a fair and open contract with ***Utility Service Affiliates, Inc., 1500 Ronson Road, Iselin, NJ 08831;***
- (2) The M.T.U.D.’s Finance Officer is hereby authorized and directed to pay invoices for services rendered by Utility Service Affiliates, Inc. in an amount not to exceed \$184,100.00;
- (3) A notice of this action shall be printed once in the Home News Tribune.

**SO RESOLVED**, as aforesaid.

ROLL CALL: Councilman Leonard Baskin Aye  
Councilwoman Miriam Cohen Aye  
Councilman Michael Leibowitz Aye  
Council Vice-President Elizabeth Schneider Aye  
Council President Stephen Dalina Aye

Copy of Resolutions Duly Filed.

**UPON MOTION** made by Councilman Baskin and seconded by Councilman Leibowitz, the Special Meeting was Adjourned at 7:25pm and the regularly scheduled Agenda Meeting was Called to Order.

Council President Dalina read the following entitled **ORDINANCES** for **SECOND READING** at the **MONDAY, AUGUST 7, 2017** Regular Council Meeting:

- O-7-2017-018**            **ORDINANCE ACCEPTING DEED OF DEDICATION FROM VASO AND MARINA TODORIC FOR PORTIONS OF BLOCK 20, LOTS 28.04 AND 28.07 FOR THE PURPOSE OF A RIGHT-OF- WAY DEDICATION.** (224 Federal Road)
- O-7-2017-019**            **ORDINANCE AUTHORIZING THE ACQUISITION OF A PORTION OF LAND FOR OPEN SPACE, LOCATED AT 431 SCHOOLHOUSE ROAD AND APPEARING ON THE OFFICIAL TAX MAP AS BLOCK 52, LOT 4.08.**
- O-7-2017-020**            **BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REAL PROPERTY BEING DESIGNATED AS BLOCK 25, LOTS 14.1 AND 16 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE, BY AND IN THE TOWNSHIP OF MONROE, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY; APPROPRIATING \$2,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,375,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.**  
(254 Applegarth Rd – Block 25 Lots 14.1 and 16)

Council President Dalina read the following entitled **ORDINANCES** for **INTRODUCTION** at the **MONDAY, AUGUST 7, 2017** Regular Council Meeting:

- O-8-2017-021**            **ORDINANCE ACCEPTING DEED OF DEDICATION FROM THE NEW JERSEY TURNPIKE AUTHORITY FOR THE BROOKLAND WETLANDS MITIGATION SITE.**
- O-8-2017-022**            **CAPITAL ORDINANCE PROVIDING FOR THE ACQUISITION OF A ROAD PAVER FOR THE DEPARTMENT OF PUBLIC WORKS FROM THE COUNTY OF MIDDLESEX, BY, IN AND FOR THE TOWNSHIP OF MONROE, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY; APPROPRIATING \$25,000 TO PAY FOR THE COST THEREOF WHICH AMOUNT IS AVAILABLE FROM THE GENERAL CAPITAL FUND BALANCE.**

Council President Dalina requested the following entitled **RESOLUTIONS** for **CONSIDERATION UNDER THE CONSENT AGENDA** at the **MONDAY, AUGUST 7, 2017** Regular Council meeting be reviewed and any questions will be addressed:

- R-8-2017-202**            **RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE NEW JERSEY TURNPIKE AUTHORITY AND THE TOWNSHIP OF MONROE FOR CONSTRUCTION AND MAINTENANCE OF**

**THE MOLLY PITCHER REST AREA PUMP STATION  
("M.T.U.D").**

- R-8-2017-203** RESOLUTION AUTHORIZING MODIFICATION #1 TO A PROFESSIONAL SERVICE CONTRACT WITH H2M ASSOCIATES, INC. FOR ADDITIONAL WELL 25 ENGINEERING SERVICES FOR MONROE TOWNSHIP UTILITY DEPARTMENT ("M.T.U.D."). (Additional \$46,100)
- R-8-2017-204** RESOLUTION AUTHORIZING RELEASE OF A PERFORMANCE GUARANTEE UPON THE ACCEPTANCE OF A MAINTENANCE GUARANTEE FOR MR. AND MRS. KOLUDA, BLOCK 147.09, LOTS 21-25 & 36-39 PB-1099-11. (Cleveland Ave.)
- R-8-2017-205** RESOLUTION AUTHORIZING AWARD OF BID TO DOT DESIGNING LLC. FOR THE MONROE TOWNSHIP SHIRTS AND HATS.
- R-8-2017-206** RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING HOMEOWNERSHIP ASSISTANCE LOAN REPAYMENT AGREEMENT WITH THE OWNER OF AN AFFORDABLE HOUSING UNIT, BLOCK 14.11, LOT 1 QUAL. C-107.
- R-8-2017-207** RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING HOMEOWNERSHIP ASSISTANCE LOAN REPAYMENT AGREEMENT WITH THE OWNER OF AN AFFORDABLE HOUSING UNIT, BLOCK 14.11, LOT 1 QUAL. C-035.
- R-8-2017-208** RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FIRST CHOICE VENDING FOR VENDING MACHINES WITHIN THE MONROE TOWNSHIP MUNICIPAL BUILDINGS.
- R-8-2017-209** RESOLUTION AUTHORIZING THE PAYMENT OF ADDITIONAL FEES RELATED TO THE REPRESENTATION OF THE TOWNSHIP IN CONNECTION WITH A DECLARATORY JUDGEMENT ACTION REGARDING THE TOWNSHIP'S COAH COMPLIANCE. (Additional \$6,500)
- R-8-2017-210** RESOLUTION AUTHORIZING AWARD OF BID TO JAMESBURG PRESS FOR MONROE TOWNSHIP PRINTING SERVICES (GROUPS A &B).
- R-8-2017-211** RESOLUTION AUTHORIZING THE PAYMENT OF ADDITIONAL FEES TO SHAIN SCHAFFER, P.C RELATED TO THE CASE OF TOWNSHIP OF MONROE v. LOVE'S TREE REMOVAL, INC., ET AL. AS EXTRAORDINARY LITIGATION. (Additional \$50,000.)
- R-8-2017-212** RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CME ASSOCIATES, CONSULTING & MUNICIPAL ENGINEERS FOR AS NEEDED ALTERNATE ENGINEERING SERVICES. (Contract Price: \$35,000)
- R-8-2017-213** RESOLUTION AUTHORIZING AWARD OF BID TO QUALITY 1<sup>ST</sup> CONTRACTING INC. FOR CONCRETE IMPROVEMENTS – TOWNSHIP WIDE.  
(Contract Price: \$139,610)
- R-8-2017-214** RESOLUTION AUTHORIZING AWARD OF BID TO THE LANDTEK GROUP FOR PROSPECT PLAINS ROAD SOCCER

**COMPLEX ARTIFICIAL TURF AND LIGHTING IMPROVEMENTS. (Contract Price: \$1,919,182)**

- R-8-2017-215 RESOLUTION REFUNDING A ZONING PERMIT FEE.**
- R-8-2017-216 RESOLUTION AUTHORIZING THE DONATION OF A 2006 DODGE DURANGO FROM THE TOWNSHIP OF MONROE TO THE MONROE TOWNSHIP BOARD OF EDUCATION.**
- R-8-2017-217 AUTHORIZING THE EXECUTION OF SHARED RADIO NETWORK AGREEMENT WITH THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY.**
- R-8-2017-218 RESOLUTION AUTHORIZING THE PAYMENT OF ADDITIONAL FEES TO SHAIN SCHAFFER, P.C. RELATED TO OPEN SPACE AS EXTRAORDINARY LITIGATION. (Additional \$5,000.)**
- R-8-2017-219 RESOLUTION REQUESTING THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO PERFORM A TRAFFIC SIGNAL TIMING ANALYSIS AT THE INTERSECTION OF NEW JERSEY STATE HIGHWAY 33 (ROUTE 33) AND APPEGARTH ROAD/BUTCHER ROAD (MIDDLESEX COUNTY ROAD 619).**
- R-8-2017-220 RESOLUTION REFUNDING THIRD PARTY TAX LIEN PREMIUM PAYMENTS.**
- R-8-2017-221 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT TO TIMOTHY HOFFMAN REAL ESTATE APPRAISERS, INC. FOR A PARCEL OF LAND ON FORSGATE DRIVE, BLOCK 57, LOT 3.12 FOR AN UNDERGROUND EASEMENT.**
- R-8-2017-222 RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH THE NEW JERSEY TURNPIKE AUTHORITY.**

**Mayor's Report** – Mayor Tamburro thanked Harold Klein and Gabel Associates for doing an amazing job with the Energy Aggregation Program and getting a 19% reduction of energy costs for our residents. He added that adequate notice will be sent out to the residents.

**Administrator's Report** – Administrator Weinberg thanked Harold Klein for his leadership with the Energy Aggregation Program. He added that Monroe Township was one of the first communities to take part in a program like this and there has been a savings of over \$9 million dollars in resident's electric bills. This current rate is the lowest they have ever seen. The Mayor and Council have taken leadership in having this program offered to the residents.

**Engineer's Report** – No Report.

**Council's Reports:**

**Councilwoman Cohen** –

- Attended the National Night Out event held at Thompson Park and had the opportunity to see the Township services displayed. It was a very informative and fun evening with free food and drinks provided by the Township.
- Met with the Chief of Police and Renee Hader, Green Team to discuss what the certification process is for our Emergency Preparedness Plan.

**Council Vice-President Schneider** –

- Loved attending National Night Out and seeing the community come out to see all of the services that the Township provides.

- Attended the concert series last Thursday, which was moved to the Senior Center due to the weather. The concert was Motown, with over 300 people in attendance. Looking forward to attending the next concert, being held tomorrow evening at the park, weather permitting.

**Councilman Baskin** –

- Attended the dedication of the Garden kiosk built by Eagle Scout Joe Vitale dedicated in memory of Joe Harvie at the Monroe Township Community Garden on July 8<sup>th</sup>.
- On July 12<sup>th</sup> attended a Jewish music concert with David Schlossberg at the library which was excellent.
- Attended the Greenbriar Civic Association Club where Freeholder Tomarro was the guest speaker.
- Attended Mayor's Cup Table Tennis Tournament held at the Regency and participated as a referee for Stonebridge, which was run by Jay Brown from our Recreation Dept.
- On July 22<sup>nd</sup> attended the Indian American Club Heritage Day Celebration at the Senior Center which was very interesting.
- Attended National Night Out.

**Councilman Leibowitz** –

- Attended the same events as Councilman Baskin.

**Council President Dalina** – No Report.

**PUBLIC:**

**Mark Klein, 7 Crenshaw Court** – Mr. Klein, in his position as a member of the Zoning Board, spoke about the Sarlo Act and his concern with developer's coming before the Board and being approved for a change in zoning and then years later deciding to convert back into a family community. In his opinion, he feels that the property should be converted back to what it was originally zoned for and be reapplied for to convert to a family community. He feels having something on the books would better protect the Township in instances that may happen in the future.

Mr. Klein also discussed his concern as a resident who listened to the Board of Education meeting and was shocked that they were told they would be receiving an additional \$512,000 in State Aid only to receive \$478,000 for one year only. He added that the budget grows by \$3,000,000 per year which equates to only \$400 per student and feels this is wrong in comparison to what some other towns have received and are currently receiving.

**Michele Arminio, 9 Nathaniel St.** – Mrs. Arminio asked when ordinance O-8-2017-021 will be made available to review; Township Clerk Patricia Reid answered that once it is introduced at the August 7<sup>th</sup> meeting it will be on the website.

Mrs. Arminio asked about R-8-2017-211 regarding Shain Schaffer's \$50,000 extraordinary litigation resolution. Council President Dalina explained that this is regarding the mulching litigation and this is being done to encapsulate the Township and this type of work in regard to the many mulching operations that have been illegally operating and problematic throughout the Township. Administrator Weinberg added that this Council passed an ordinance to try and limit and restrict mulching throughout the Township as many residents had come in and expressed their concern and complained how it was affecting their quality of life. Even after passing the ordinance, people did not comply and residents continued to suffer and our only recourse was to take action via the court to try and remedy the situation on behalf of the many residents which is what we are trying to do and the court case is advancing. Council President Dalina added that for every move that we have made it has been countered with something else and we want to do the right thing to protect our residents. Mrs. Arminio asked if there were wells being tainted because of the mulching; Mike Barnes answered that two wells were tested and they did come back tainted, although it was not confirmed that it was because of the mulching operations going on around them. Those results were given to the County as part of this litigation. Mrs. Arminio asked if residents can utilize the Affordable Housing Rehabilitation Program to help remedy their issues; Mayor Tamburro answered that the program was offered to them but they declined participation because they did not want the lien to be put on their property.



**UPON MOTION** made by Councilman Cohen and seconded by Council Vice-President Schneider, the Regular Meeting was Adjourned at 7:45pm.

ROLL CALL: Councilman Leonard Baskin	Aye
Councilwoman Miriam Cohen	Aye
Councilman Michael Leibowitz	Aye
Council Vice-President Elizabeth Schneider	Aye
Council President Stephen Dalina	Aye

*Patricia Reid*  
\_\_\_\_\_  
PATRICIA REID, Township Clerk

*Stephen Dalina*  
\_\_\_\_\_  
STEPHEN DALINA, Council President

Minutes were adopted on: September 6, 2017.