

**RESOLUTION NO. 20-322**  
**MEETING DATE: 11-04-2020**

**RESOLUTION AUTHORIZING THE HOLDING OF AN EXECUTIVE SESSION, AT WHICH THE PUBLIC SHALL BE EXCLUDED**

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**DM/Grbelja** offered the following Resolution and moved its adoption, which was second by **C/Kuczinski**.

**WHEREAS**, N.J.S.A. 10:4-13 of the Open Public Meetings Act permits the exclusion of the public from meetings of public bodies in certain circumstances which are set forth in N.J.S.A. 10:4-12(b); and

**WHEREAS**, the Township Committee of the Township of Millstone is of the opinion that such circumstances presently exist.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Millstone as follows:

1. The public shall be excluded for the discussion of any action upon the here in after specified subject matter.
2. The general nature of the subject matter to be discussed is as follows:
  1. Litigation

It is anticipated at this time that the above stated subject matter will be made public in approximately six months or at such time as any litigation discussed is resolved.

3. This Resolution shall take effect immediately.

**ROLL CALL:**

**AYES:** C/Dorfman, C/Ferro, DM/Grbelja, C/Kuczinski, M/Masci  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** None

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone on November 4, 2020.

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Kathleen Hart, RMC  
Municipal Clerk

**RESOLUTION NO. 20-323**  
**MEETING DATE: 11-04-2020**

**RESOLUTION TO TRANSFER FUNDS ON CURRENT YEAR APPROPRIATIONS #1**

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**DM/Grbelja** offered the following Resolution and moved its adoption, which was seconded by **C/Ferro**.

**WHEREAS**, N.J.S.A. 40A:4-58 provides for transfers within certain appropriations within the Municipal Budget during the last two months of the fiscal year; and

**WHEREAS**, the Chief Financial Officer has advised the Mayor and Committee of the Township of Millstone that the need for certain transfers within the 2020 Municipal Budget exists; and

**WHEREAS**, it is recommended that these budget transfers be made.

**NOW, THEREFORE, BE IT RESOLVED** that the following budget transfers be made in the 2020 Municipal Budget:

<u>CURRENT ACCOUNT</u>		<u>FROM</u>	<u>TO</u>
Open Space	OE	\$3,000	
Agriculture	OE	1,205	
Shade Tree	OE	5,000	
Affordable Housing	OE	5,000	
General Liability	OE	23,500	
Municipal Court	OE	4,000	
Streets and Roads	SW	<u>27,750</u>	
General Administration	OE		\$19,200
Clerk	OE		300
Finance	OE		4,800
Planning	OE		5,200
Health Benefit Waiver	OE		1,500
Streets and Roads	OE		27,400
Natural Gas	OE		3,800
Landfill	OE		205
911	OE		50
Fire Interlocal	OE		4,000
DCRP	OE		<u>3,000</u>
<b>TOTAL</b>		<b>\$69,455</b>	<b>\$69,455</b>

**BE IT FURTHER RESOLVED** that a copy of this Resolution certified by the Township Clerk to be a true copy be forwarded to the Chief Financial Officer and the Treasurer.

**ROLL CALL:**

AYES: C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci  
NAYS: None  
ABSTAIN: None  
ABSENT: None

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of November 4, 2020.

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Kathleen Hart, RMC  
Municipal Clerk

**RESOLUTION NO. 20-324**  
**ADOPTION DATE: 11-04-2020**

**RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE  
GUARANTEES FOR GAELIC COMMUNICATIONS, LLC, SITE PLAN NO.  
Z16-03, (BLOCK 43, LOT 4)**

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**DM/Grbelja** offered the following Resolution and moved its adoption which was seconded by **C/Ferro**.

**WHEREAS**, the Developer for Site Plan No. Z16-03, located on Woodville Road, has requested a release of its performance guarantees previously posted with the Township of Millstone in accordance with its previously received Zoning Board approvals; and

**WHEREAS**, the Township Engineer has, in a letter dated October 28, 2020 (attached hereto as Exhibit "A") recommended that the following performance guarantees be released:

Performance Bond No. 1075270, dated April 9, 2019, issued by the Hanover Insurance Company, in the amount of \$60,048.00.

Cash Bond Deposit in the amount of \$6,672.00.

**WHEREAS**, since all of the improvements were private and outside of the public right-of-way area and there were no new drainage improvements, the Township Engineer has recommended that the maintenance bond requirement be waived.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Millstone as follows:

1. It hereby authorizes the release of the performance guarantees set forth in the Township Engineer's letter dated October 28, 2020.

2. The Township Clerk, Township Treasurer and all other appropriate municipal officials are hereby authorized to execute such documents and to perform such acts as are necessary to effectuate the purpose of this Resolution.

3. Pursuant to the recommendation of the Township Engineer as set forth in the letter referred to above, the Township hereby accepts the public improvements, if any, and any easements and/or dedication of property to be accepted by the Township of Millstone pursuant to the Zoning Board approval.

**BE IT FURTHER RESOLVED** that a copy of this Resolution, certified by the Township Clerk to be a true copy be forwarded to each of the following:

- (a) Township Engineer
- (b) Township Treasurer
- (c) Developer
- (d) Township Attorney

**ROLL CALL:**

AYES: C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci  
NAYS: None  
ABSTAIN: None  
ABSENT: None

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of November 4, 2020.

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KATHLEEN HART, RMC  
Township Clerk

**RESOLUTION NO.: 20-325**  
**MEETING DATE: 11-04-2020**

**RESOLUTION AWARDING A CONTRACT FOR METAL STORAGE BUILDING AT  
MILLSTONE PARK**

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**DM/Grbelja** offered the following Resolution and moved its adoption which was seconded by **C/Ferro**.

WHEREAS, on Thursday, September 24, 2020 at 10:30 a.m. the Township Engineer accepted bids for the Metal Storage Building at the Millstone Park; and

WHEREAS, the following bids were received:

JNP Construction	\$368,500.00
J.H. Williams Enterprises, Inc.	\$388,400.00
Mibo Construction Company, Inc.	\$444,325.00
Altec Building Systems	\$462,003.00
G. Koustas Painting & Construction, LLC	\$487,000.00
M & M Construction	\$496,000.00
Cypreco Industries, Inc.	\$563,212.00; and

WHEREAS, the Township Engineer has recommended awarding the Contract to the lowest bidder, JNP Construction in the amount of \$368,500.00; and

WHEREAS, the Township's Chief Financial Officer has certified to the Township Clerk that funds are available in the following account: C-04-55-972-901/C-04-55-972-902.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Millstone hereby awards a Contract to JNP Construction for the Metal Storage Building at Millstone Park in the amount of \$368,500.00.

BE IT FURTHER RESOLVED that a certified copy of the within Resolution be forwarded to:

1. JNP Construction
2. Superintendent of Public Works.
3. Township Engineer.
4. Township Purchasing Agent.
5. The unsuccessful bidders together with a return of their bid security.

ROLL CALL:

AYES: C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci

NAYS: None

ABSTAIN: None

ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of November 4, 2020.

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KATHLEEN HART, RMC  
Municipal Clerk

**RESOLUTION NO. 20-326**  
**MEETING DATE: 11-04-2020**

**RESOLUTION TO ENTER AGREEMENT WITH MONMOUTH COUNTY BOARD OF  
CHOSEN FREEHOLDERS TO PROVIDE SPECIAL CITIZEN AREA  
TRANSPORTATION SERVICE**

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**DM/Grbelja** offered the following Resolution and moved its adoption which was second by **C/Ferro**.

**WHEREAS**, the Monmouth County Division of Transportation operates the Special Citizen Area Transportation (SCAT) program for senior citizens and disabled residents of Monmouth County; and

**WHEREAS**, the SCAT program provides food shopping transportation under contract with municipalities in Monmouth County; and

**WHEREAS**, the Township of Millstone has entered into SCAT agreements previously and wishes to renew its contract for the year 2021; and

**WHEREAS**, the Township of Millstone is desirous to enter into an agreement with Monmouth County Board of Chosen Freeholders for SCAT services.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Millstone, County of Monmouth that the agreement attached is approved and authorized.

**BE IT FURTHER RESOLVED** that the Clerk of the Township of Millstone forward to the Board of Chosen Freeholders of the County of Monmouth, State of New Jersey a true and certified copy of this resolution and a signed copy of the Agreement to enter a contract with the County of Monmouth to provide SCAT services to the residents of Millstone Township.

**ROLL CALL:**

**AYES:** C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of November 4, 2020.

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Kathleen Hart, RMC  
Municipal Clerk

RESOLUTION NO. 20-327

SCHEDULE 20-11 S

CONSOLIDATED BILL LIST

TOWNSHIP OF MILLSTONE VOUCHERS FOR PAYMENT PRESENTED TO  
THE TOWNSHIP COMMITTEE AT A MEETING  
HELD ON November 4, 2020

SEE SCHEDULE 20-11 ATTACHED

A resolution was passed by the Township Committee for the payment of the vouchers listed on Schedule 20-11 attached.

\_\_\_\_\_  
Fiore Masci, Mayor

\_\_\_\_\_  
Nancy Grbelja, Deputy Mayor

\_\_\_\_\_  
Gary Dorfman, Committeeman

\_\_\_\_\_  
Albert Ferro, Committeeman

\_\_\_\_\_  
Michael Kuczinski, Committeeman

Attest: \_\_\_\_\_  
Kathleen Hart  
Municipal Clerk



**TOWNSHIP OF MILLSTONE**  
**RESOLUTION NO. 20-327**  
November 4, 2020

BE IT RESOLVED by the Township Committee of the Township of Millstone that the vouchers listed on Schedule 20-11, November 4, 2020, Consolidated Bill List, and the vouchers listed below as Schedule 20-11 S, Supplement to Consolidated Bill List, as presented by the Township Treasurer, Amanda Salerno, to be paid from existing appropriations.

**CURRENT FUND**

TOTAL CURRENT FUND: \$ 9,828,379.36

**SCHEDULE 20-11 S**

**PAYROLL FUND**

TOTAL PAYROLL TRUST FUND \$ 4,992.01

**GENERAL CAPITAL FUND**

TOTAL GENERAL CAPITAL FUND \$ 101,208.44

**GRANT FUND**

TOTAL GRANT FUND \$ 2,552.22

**RESERVE TRUST FUND**

TOTAL RESERVE TRUST FUND \$ 892.43

**BASIN MAINTENANCE TRUST**

TOTAL BASIN MAINTENANCE TRUST \$ 118.06

**SHADE TREE TRUST**

TOTAL SHADE TREE TRUST \$ 0.00

**COAH TRUST FUND**

TOTAL COAH TRUST FUND \$ 11,761.00

**OPEN SPACE FARMLAND TRUST FUND**

TOTAL OPEN SPACE FARMLAND TRUST FUND \$ 51,188.25

**MUNICIPAL DRUG ALLIANCE FUND**

TOTAL MUNICIPAL DRUG ALLIANCE FUND \$ 0.00

**VETERAN'S MEMORIAL TRUST FUND**

TOTAL VET MEMORIAL TRUST FUND \$ 0.00

**RECREATION TRUST FUND (DEDICATION BY RIDER)**

TOTAL RECREATION TRUST FUND \$ 19,897.31

**ANIMAL CONTROL TRUST FUND**

TOTAL DOG TRUST FUND \$ 227.70

**TOTAL FOR ALL FUNDS \$ 10,021,216.78**

**ESCROW**

**DEVELOPERS ESCROW ACCOUNT UNDER \$5,000**

TOTAL DEVELOPERS ESCROW UNDER \$5,000 \$ 480.00

**DEVELOPERS ESCROW ACCOUNT OVER \$5,000**

TOTAL DEVELOPERS ESCROW OVER \$5,000 \$ 3,580.00

**TOTAL FOR ESCROW \$ 4,060.00**

RESOLUTION WAS OFFERED BY COMMITTEEPERSON GRBELJA  
AND MOVED ITS ADOPTION;  
MOTION WAS SECOND BY COMMITTEEPERSON FERRO  
RESOLUTION WAS ADOPTED ON THE FOLLOWING ROLL CALL VOTES:

AYES: C/KUCZINSKI, C/DORFMAN, DM/GRBELJA, C/FERRO, M/MASCI

NAYS: NONE

ABSTAIN: NONE

ABSENT: NONE

**RESOLUTION NO: 20-328**  
**MEETING DATE: 11-04-2020**

**RESOLUTION EXTENDING CONTRACT FOR CURBSIDE PICKUP OF  
RECYCLABLE MATERIAL FOR 2021**

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**DM/Grbelja** offered the following Resolution and moved its adoption, which was second by **C/Ferro**.

**WHEREAS**, by Resolution No. 19-228, adopted December 4, 2019 the Township of Millstone awarded a contract to Central Jersey Waste & Recycling, Inc. for the curbside pickup of recyclable material; and

**WHEREAS**, the bid specification upon which the contract was based, as well as Resolution No. 19-228 contained a provision wherein the Township of Millstone had the option to extend said contract for up to four (4) additional one (1) year periods for the amounts set forth in the bid; and

**WHEREAS**, the Chief Financial Officer has certified the funds.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Millstone hereby extends the contract for the curbside pickup of recyclable material between the Township of Millstone and Central Jersey Waste & Recycling, Inc. until December 31, 2021 for \$247,138.20.

**BE IT FURTHER RESOLVED** that a copy of this Resolution is forwarded to:

Central Jersey Waste & Recycling, Inc.  
Township's Chief Financial Officer  
Township Administrator  
Township's Purchasing Agent  
Township Recycling Coordinator  
Township Engineer

**ROLL CALL:**

**AYES:** C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** None

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee of the Township of Millstone at its meeting of November 4, 2020.

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Kathleen Hart, RMC  
Municipal Clerk

**RESOLUTION NO. 20-329**  
**ADOPTION DATE: 11-04-2020**

**RESOLUTION AUTHORIZING BONDS AGGREGATING THE PRINCIPAL SUM NOT TO EXCEED \$14,297,200 AUTHORIZED BY THIRTY-SIX BOND ORDINANCES HERETOFORE ADOPTED TO FINANCE PART OF THE COST OF VARIOUS GENERAL IMPROVEMENTS IN THE TOWNSHIP OF MILLSTONE, COUNTY OF MONMOUTH, NEW JERSEY INTO ONE CONSOLIDATED ISSUE OF BONDS AND PROVIDING FOR THE FORM, MATURITIES AND OTHER DETAILS OF SAID CONSOLIDATED ISSUE**

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DM/Grbelja offered the following Resolution and moved its adoption which was seconded by C/Ferro.

WHEREAS, the Township Committee of the Township of Millstone, in the County of Monmouth, New Jersey (the "Township"), has heretofore adopted thirty-six bond ordinances authorizing bonds to finance part of the cost of various general improvements in said Township; and

WHEREAS, it is necessary to issue bonds pursuant to said ordinances in an aggregate principal amount not to exceed \$14,297,200 and it is deemed advisable and in the best interests of the Township, for the purpose of the orderly marketing of said bonds and for other financial reasons, to combine the bonds authorized under said thirty-six ordinances into one consolidated issue in the aggregate principal amount not to exceed \$14,297,200 pursuant to the Local Bond Law, constituting Chapter 2 of Title 40A of the Revised Statutes of New Jersey; NOW, THEREFORE,

BE IT RESOLVED BY TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MILLSTONE IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) that:

Section 1. There shall be issued bonds of the Township in the following principal amounts pursuant to the following bond ordinances:

A. An amount not to exceed \$149,697 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 07-16):

"BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$200,000 FOR PARK IMPROVEMENTS - PHASE II IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$190,000 BONDS AND NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION."

heretofore finally adopted. The average period of usefulness is 15 years.

B. An amount not to exceed \$56,137 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 08-22):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$75,000 FOR SITE IMPROVEMENTS FOR MUNICIPAL PROJECTS IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$71,250 BONDS AND NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 15 years.

C. An amount not to exceed \$47,913 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 09-16):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$250,000 FOR 2009 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$57,000 BONDS AND NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The period of usefulness is 20 years.

D. An amount not to exceed \$309,571 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 10-03):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$355,000 FOR ACQUISITION OF REAL PROPERTY IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$337,250 BONDS AND NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 40 years.

E. An amount not to exceed \$39,928 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 10-21):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$50,000 FOR 2010 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE

COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$47,500 BONDS AND NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 20 years.

F. An amount not to exceed \$161,430 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 11-03):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$550,000 FOR 2011 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$237,500 BONDS AND NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 10 years.

G. An amount not to exceed \$279,398 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 12-11):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$700,000 FOR 2012 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$356,250 BONDS AND NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 10 years.

H. An amount not to exceed \$87,866 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 12-12):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$100,000 FOR ACQUISITION OF PUBLIC WORKS VEHICLES AND EQUIPMENT IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$95,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 15 years.

I. An amount not to exceed \$34,316 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 13-16):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$50,000 FOR TECHNOLOGY UPGRADES IN VARIOUS MUNICIPAL BUILDINGS IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$47,500 BONDS AND NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 6 years.

J. An amount not to exceed \$69,732 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 13-17):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$95,000 FOR ACQUISITION OF PUBLIC WORKS VEHICLES AND EQUIPMENT IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$90,250 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

K. An amount not to exceed \$92,259 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 13-18):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$105,000 FOR ACQUISITION AND INSTALLATION OF GENERATORS IN VARIOUS MUNICIPAL BUILDINGS IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$99,750 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 15 years.

L. An amount not to exceed \$504,656 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 13-19):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$800,000 FOR 2013 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE

COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$603,250 BONDS AND NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 10 years.

M. An amount not to exceed \$218,689 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 13-20):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$240,000 FOR IMPROVEMENTS TO TOWNSHIP OWNED HISTORIC CHURCH LOCATED AT 512 STAGECOACH ROAD IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$228,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 15 years.

N. An amount not to exceed \$506,643 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 14-08):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$800,000 FOR 2014 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$570,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 10 years.

O. An amount not to exceed \$131,799 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 14-09):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$150,000 FOR SITE IMPROVEMENTS FOR MUNICIPAL PROJECTS IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$142,500 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 15 years.



P. An amount not to exceed \$106,434 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 14-10):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$145,000 FOR ACQUISITION OF PUBLIC WORKS VEHICLES AND EQUIPMENT IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$137,750 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

Q. An amount not to exceed \$697,379 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 15-15):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$900,000 FOR 2015 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$741,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The period of usefulness is 10 years.

R. An amount not to exceed \$46,139 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 15-16):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$55,000 FOR ACQUISITION OF PUBLIC WORKS VEHICLES AND EQUIPMENT IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$52,250 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

S. An amount not to exceed \$139,769 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 16-05):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$150,000 FOR ACQUISITION OF PROPERTY LOCATED ON 471 STAGECOACH ROAD IN AND BY THE TOWNSHIP OF

MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$142,500 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 40 years.

T. An amount not to exceed \$47,187 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 16-07):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$50,000 FOR TECHNOLOGY UPGRADES IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$47,500 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

U. An amount not to exceed \$580,404 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 16-08):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$840,000 FOR 2016 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$584,250 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 10 years.

V. An amount not to exceed \$77,177 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 16-09):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$106,048.26 FOR ACQUISITION OF PUBLIC WORKS VEHICLES AND EQUIPMENT IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$87,400 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

W. An amount not to exceed \$3,278,276 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 16-15):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$4,500,000 FOR MILLSTONE PARK IMPROVEMENTS – PHASE I IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$3,300,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 15 years.

X. An amount not to exceed \$264,249 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 18-02):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$280,000 FOR VARIOUS TECHNOLOGY/SAFETY AND BUILDING IMPROVEMENTS IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$266,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 14.57 years.

Y. An amount not to exceed \$235,937 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 19-10):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$250,000 FOR ACQUISITION OF PUBLIC WORKS VEHICLES AND EQUIPMENT IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$237,500 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

Z. An amount not to exceed \$760,152 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 16-11):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$1,100,000 FOR ACQUISITION OF PROPERTY LOCATED ON 27 BURNT TAVERN ROAD IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW

JERSEY AND AUTHORIZING THE ISSUANCE OF \$1,045,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 40 years.

AA. An amount not to exceed \$320,874 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 17-05):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$340,000 FOR ACQUISITION OF PUBLIC WORKS VEHICLES AND EQUIPMENT IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$323,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

BB. An amount not to exceed \$603,997 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 17-09):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$640,000 FOR 2017 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$608,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 10 years.

CC. An amount not to exceed \$292,561 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 18-06):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$310,000 FOR ACQUISITION OF PUBLIC WORKS VEHICLES AND EQUIPMENT IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$294,500 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 9.42 years.

DD. An amount not to exceed \$613,435 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 18-07):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$900,000 FOR 2018 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$617,500 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 10 years.

EE. An amount not to exceed \$174,593 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 19-06):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$185,000 FOR VARIOUS TECHNOLOGY AND SAFETY IMPROVEMENTS IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$175,750 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The period of usefulness is 13.37 years.

FF. An amount not to exceed \$731,403 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 19-09):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$1,000,000 FOR 2019 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$736,250 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 10 years.

GG. An amount not to exceed \$195,700 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 20-19):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$206,000 FOR ACQUISITION OF PUBLIC WORKS VEHICLES AND EQUIPMENT IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW

JERSEY AND AUTHORIZING THE ISSUANCE OF \$195,700 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

HH. An amount not to exceed \$190,000 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 20-17):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$200,000 FOR ACQUISITION OF AN AMBULANCE (CLASS III) AND EQUIPMENT AND ACCESSORIES IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$190,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 5 years.

II. An amount not to exceed \$522,500 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 20-18):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$550,000 FOR CONSTRUCTION OF A PARK MAINTENANCE STORAGE BUILDING AND IMPROVEMENTS TO VARIOUS MUNICIPAL BUILDINGS IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$522,500 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 15 years.

JJ. An amount not to exceed \$1,729,000 bonds, being bonds authorized by an ordinance entitled: (Ord. No. 20-20):

“BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$2,000,000 FOR 2020 ROAD IMPROVEMENT PROGRAM IN AND BY THE TOWNSHIP OF MILLSTONE, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$1,729,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING PART OF THE APPROPRIATION.”

heretofore finally adopted. The average period of usefulness is 10 years.

Section 2. The bonds referred to in Section 1 hereof are hereby combined into one consolidated issue of bonds in the aggregate principal amount not to exceed \$14,297,200 and are sometimes hereinafter collectively referred to as the “Bonds.” The bonds referred to in Subsections A to JJ shall be designated “General Improvement Bonds, Series 2020” and shall be numbered with the prefix G from one (1) consecutively upward. The bonds of said consolidated issue shall be dated the date of delivery of the Bonds and will be issued in fully registered form. The Bonds of said issue (i) shall be dated the date of delivery of the Bonds, (ii) shall mature in the years 2021 through 2033, or such other years as may be determined by the Chief Financial Officer, (iii) shall bear interest at the interest rates per annum as determined by the Chief Financial Officer, (iv) shall be sold at such price or prices as determined by the Chief Financial Officer, and (v) may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer, as shall be set forth in the proposal for the purchase of the Bonds acceptance of which is authorized pursuant to Section 5 hereof. The Bonds shall be numbered one consecutively upward, and will be issued in fully registered form.

Section 3. The Bonds shall be payable as to interest at the corporate trust office of U.S. Bank National Association, Iselin, New Jersey, (or other trustee bank selected by the hereinafter defined Authority) payable on the May 15 and November 15 prior to each June 1 and December 1, commencing June 1, 2021, in an amount equal to the interest accruing to each such June 1 and December 1, and payable as to principal at the corporate trust office of U.S. Bank National Association, payable on the fifteenth day of the month immediately preceding the due date therefor. Interest on the Bonds shall be calculated on the basis of a 360-day year or twelve 30-day calendar months.

Section 4. The Bonds shall be signed by the Mayor or Deputy Mayor and the Township Chief Financial Officer (each an “Authorized Officer”), by their manual or facsimile signatures, and the corporate seal of the Township shall be affixed thereto, or imprinted or reproduced thereon and shall be attested by the manual or facsimile signature of the Clerk or Deputy Clerk of the Township.

Section 5. The Bonds are hereby sold and awarded to the Monmouth County Improvement Authority (the “Authority”) by an Authorized Officer at a price determined by the Authorized Officer pursuant to the terms of a Bond Purchase Agreement between the Township and the Authority (the “Bond Purchase Agreement”). The Mayor and Deputy Mayor are hereby authorized on behalf of the Township to execute the Bond Purchase Agreement by and between the Township and the Monmouth County Improvement Authority and the Continuing Disclosure Agreement by and between the Township and U.S. Bank National Association, if necessary.

Section 6. The Bonds and the registration provisions endorsed thereon shall be in substantially the following form:

No. 2020 \_\_

**UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF MONMOUTH**

**TOWNSHIP OF MILLSTONE  
GENERAL IMPROVEMENT BOND, SERIES 2020**

DATE OF  
ORIGINAL  
ISSUE: December \_\_, 2020

TOWNSHIP OF MILLSTONE in the County of Monmouth, New Jersey, hereby acknowledges itself indebted and for value received promises to pay to

**THE MONMOUTH COUNTY IMPROVEMENT  
AUTHORITY (the "Authority")  
c/o U.S. BANK NATIONAL ASSOCIATION  
(the "Trustee")**

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the May 15 and November 15 prior to each June 1 and December 1, commencing June 1, 2021, in an amount equal to the interest accruing to each such June 1 and December 1. This bond as to principal will be payable on the fifteenth day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This bond shall be prepayable as set forth in Section 1303 of the bond resolution adopted by the Authority on November 5, 2020 (as the same may be supplemented and amended, the "Bond Resolution").

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum equal to the lower of (i) the greater of (a) three percent above the interest rate that JPMorgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate and (b) the rate then payable on this bond, and (ii) the maximum interest rate allowed by law.

The Bonds are subject to redemption prior to their stated maturities.



This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of New Jersey, and is one of the Bonds referred to in a resolution of the Township of Millstone adopted on November 4, 2020 and entitled “Resolution Authorizing Bonds Aggregating The Principal Sum Not To Exceed \$14,297,200 Authorized By Thirty-Six Bond Ordinances Heretofore Adopted To Finance Part Of The Cost Of Various General Improvements In The Township Of Millstone, County Of Monmouth, New Jersey Into One Consolidated Issue Of Bonds And Providing For The Form, Maturities And Other Details Of Said Consolidated Issue,” and the bond ordinance referred to therein, in all respects duly approved and published as required by law.

The full faith and credit of the Township of Millstone are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Township of Millstone, is within every debt and other limit prescribed by such Constitution or statutes.

The Township of Millstone agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution) and (ii) its share of the amounts payable pursuant to Section 9(vi)(B) of the Bond Purchase Agreement between the Township of Millstone and the Authority.

**IN WITNESS WHERE OF**, the TOWNSHIP OF MILLSTONE, in the County of Monmouth, New Jersey has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor or Deputy Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Township Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

TOWNSHIP OF MILLSTONE

ATTEST:

By: \_\_\_\_\_  
Fiore Masci, Mayor

\_\_\_\_\_  
Kathleen Hart,  
Clerk

By: \_\_\_\_\_  
Kevin Abernethy,  
Acting Chief Financial Officer

(Assignment Provision on Back of Bond)

ASSIGNMENT

FOR VALUE RECEIVED \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_ . (Please Print or Type Name and Address of Assignee) the within bond and irrevocably appoints \_\_\_\_\_ as Attorney to transfer this bond on the registration books of the \_\_\_\_\_ with full power of substitution and revocation.

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NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.

Dated:

Signature of Guarantee:

  

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SCHEDULE A

TOWNSHIP OF MILLSTONE

GENERAL IMPROVEMENT BONDS, SERIES 2020

Schedule of Principal and Interest Payments

Section 7. The Township Chief Financial Officer is hereby authorized and directed (a) to cause a copy of the written opinion with respect to the Bonds which is to be rendered by the firm of Gibbons P.C. (complete except for omission of its date) to be printed or referred to on the Bonds, and at the time of the original delivery of payment for the Bonds and when such written opinion is rendered, to cause the Township Clerk to certify to the truth and correctness of such copy of opinion by executing on each of said Bonds, by manual or facsimile signature, a certificate subjoined to each such copy, and to file a signed duplicate of such written opinion in such Clerk's office and at each place at which the Bonds are payable, (b) to cause the applicable CUSIP number (if any) assigned for each of said Bonds by the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, to be printed on each of the Bonds, and (c) to cause, in the event that the Bonds shall qualify for issuance of any policy of municipal bond insurance at the option of the purchaser thereof, such legend or reference (if any) of such insurance to be printed (at the expense of such purchaser) on the Bonds.

Section 8. Upon the date of issue of the Bonds, being the date of delivery of the Bonds to the Authority and the payment of the purchase price thereof in accordance with the Bond Purchase Agreement, the Township Chief Financial Officer is hereby authorized and directed as of said date of issue, to execute and deliver to said purchaser (a) an arbitrage certification with respect to the Bonds under and for the purpose of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) an accompanying opinion of Gibbons P.C. as of said date of issue with respect to said arbitrage certification for the purposes of said Section 148.

Section 9. The proceeds of the Bonds shall be applied in the amounts and for the purposes provided in Section 1 hereof, and to pay and fund any bond anticipation notes theretofore issued for such purpose and then outstanding.

Section 10. The Mayor or Deputy Mayor and Township Chief Financial Officer are hereby authorized and directed, as is the Township Clerk, to execute all documents and certificates, necessary for the sale and delivery of said Bonds.

Section 11. This resolution shall take effect immediately.

ROLL CALL:

AYES: C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci  
NAYS: None  
ABSTAIN: None  
ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of November 4, 2020.

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KATHLEEN HART, RMC  
Township Clerk

**RESOLUTION NO. 20-330**  
**MEETING DATE: 11-04-2020**

**RESOLUTION AWARDING PROFESSIONAL SERVICE CONTRACT FOR  
ENVIRONMENTAL CONSULTING SERVICES TO MARATHON ENGINEERING &  
ENVIRONMENTAL SERVICES**

---

**DM/Grbelja** offered the following Resolution and moved its adoption, which was second by **C/Ferro**.

**WHEREAS**, the Township of Millstone has the need to enter into a professional service contract with Marathon Engineering & Environmental Services who will provide environmental consulting services for the proposed wastewater disposal system at Block 57, Lot 16.03; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A.40A:11-1 et seq) exempts professional services from public advertising for bids which may be awarded by resolution of the Governing Body; and

**WHEREAS**, Marathon Engineering & Environmental Services, 553 Beckett Road, Suite 608, Swedesboro, NJ 08085 has already completed and submitted a Business Entity Disclosure Certification which certifies that the Firm and its members and employees have not made any reportable contributions to a political or candidate committee in the Township of Millstone in the previous one year, and that the contract will prohibit the Firm from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Millstone as follows:

1. The Mayor or Township Administrator of the Township of Millstone is hereby directed to execute and deliver a professional service contract for a term of one year commencing November 4, 2020, as follows:

Description of Professional Service:	Environmental Consulting Services for the proposed wastewater disposal system for Block 57, Lot 16.03
Name of Professional:	Marathon Engineering & Environmental Services
Cost:	\$74,575.00

2. Funds are available for this purpose and the required certificate of availability of funds issued by the Township's Chief Financial Officer is annexed hereto.
3. A brief notice stating the nature, duration, service, reference to the contract regarding the amount and that this resolution and the contract are on file and available for public inspection in the Clerk's Office.

**ROLL CALL:**

**AYES:** C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** None

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone on November 4, 2020.

---

Kathleen Hart, RMC  
Municipal Clerk

**RESOLUTION NO. 20-331**  
**MEETING DATE: 11-04-2020**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR EMERGENCY  
HVAC REPAIR AT WAGNER FARM PARK RECREATION BUILDING**

---

**DM/Grbelja** offered the following Resolution and moved its adoption which was second by **C/Ferro**.

**WHEREAS**, the Millstone Township Fire Department, has advised of the need for emergency HVAC repair within the Township building located at Wagner Farm Park; and

**WHEREAS**, such repairs are needed immediately due to public health, safety or welfare needs; and

**WHEREAS**, the Purchasing Agent recommends an emergency contract be awarded to TLP Climate Control Systems, Inc. in the amount not to exceed \$1,312.00, to immediately make the necessary repair; and

**WHEREAS**, the Chief Financial Officer has certified funds are available in the following Budget Account: 0-01-26-310-250.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Millstone hereby authorizes an Emergency Contract with TLP Climate Control Systems, Inc. in the amount not to exceed \$1,312.00

**BE IT FURTHER RESOLVED** that certified copies of the within Resolution be forwarded to the Deputy Chief Financial Officer, the Purchasing Agent, the Administrator and TLP Climate Control Systems, Inc.

**ROLL CALL:**

AYES: C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci  
NAYS: None  
ABSTAIN: None  
ABSENT: None

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of November 4, 2020.

---

Kathleen Hart, RMC  
Municipal Clerk

**RESOLUTION NO. 20-332**  
**ADOPTION DATE: 11-04-2020**

**RESOLUTION AUTHORIZING THE AWARD OF NON-FAIR AND OPEN  
CONTRACT FOR SPECIAL LEGAL SERVICES**

---

DM/Grbelja offered the following Resolution and moved its adoption which was seconded by C/Ferro.

WHEREAS, the Township of Millstone has a need to acquire special legal services to appear and act for Dan Specht in the matter of Onsite Landscape Management EEMM, LLC and Dan Murphy v. Millstone Township, for claims of punitive damages; and

WHEREAS, Richard J. Shaklee, Esq. has indicated he will provide the special legal services not to exceed \$5,000.00 in accordance with said contract he provided, which contract is on file in the Township Clerk's office and available for inspection during regular business hours; and

WHEREAS, Richard J. Shaklee, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Richard J. Shaklee, Esq. has not made any reportable contributions to a political or candidate committee in the Township of Millstone in the previous one year, and that the contract will prohibit Richard J. Shaklee, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the contract with Richard J. Shaklee, Esq. will be in effect until the conclusion of the above litigation; and

WHEREAS, the Chief Financial Officer has certified that funds are available in 0-01-20-155-127 account.

NOW, THEREFORE, BE IT RESOLVED that Township Committee of the Township of Millstone authorizes the Mayor and Township Clerk to execute a contract with Richard J.



Shaklee, Esq. as described herein not to exceed \$5,000.00.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification be placed on file with this Resolution.

BE IT FURTHER RESOLVED that notice of this appointment will be published as required by law within ten (10) days of the passage of this Resolution.

BE IT FURTHER RESOLVED that a copy of this Resolution, certified by the Township Clerk to be a true copy, be forwarded to the Richard J. Shaklee, Esq., the Township Administrator, the Township Purchasing Agent, the Township Director of Finance and the Township Attorney.

ROLL CALL:

AYES: C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci

NAYS: None

ABSTAIN: None

ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone at its regular meeting held on November 4, 2020.

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KATHLEEN HART, RMC  
Township Clerk

**RESOLUTION NO.: 20-333**  
**ADOPTION DATE: 11-04-2020**

**RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO SETTLEMENT AGREEMENT**

---

DM/Grbelja offered the following Resolution and moved its adoption which was seconded by C/Ferro.

WHEREAS, the Leaches, Image Homes, Inc., the Township of Millstone and Gesualdo and Patricia Adamo were parties to an action which resulted in the execution of a Settlement Agreement dated December 7, 2018; and

WHEREAS, the Leaches and Image Homes, Inc. have approached the Township for a modification to the Settlement Agreement so that the Leaches' and Image Homes, Inc. and John Mayorek, who has purchased the property from Image Homes, Inc., may maintain the swale in lieu of executing Deeds of Easement dedicating the swale to the Township; and

WHEREAS, the Township has agreed to the amendment to the Settlement Agreement and has deemed the amendment to be in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millstone that the Mayor and Township Clerk be and are hereby authorized to execute the Amendment to the Settlement Agreement in the form attached hereto.

BE IT FURTHER RESOLVED that a copy of this Resolution, certified by the Township Clerk to be a true copy, be forwarded to the Township Attorney.

**ROLL CALL:**

AYES: C/Kuczinski, C/Dorfman, C/Ferro, DM/Grbelja, M/Masci  
NAYS: None  
ABSTAIN: None  
ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone at its regular meeting held on November 4, 2020.

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KATHLEEN HART, RMC  
Township Clerk

## **AMENDMENT TO SETTLEMENT AGREEMENT**

**THIS AMENDMENT TO THE SETTLEMENT AGREEMENT** (the “Amendment”) is made as of the \_\_\_ day of \_\_\_\_\_, 2020, among Randall and Susan Leach (collectively, the “Leaches”), John Mayorek and the Township of Millstone (“Township”). The Township, the Leaches and Mr. Mayorek may be collectively referred to as the “Parties” or individually as a “Party”.

**WHEREAS**, the Leaches, Image Homes, Inc., the Township and Gesualdo and Patricia Adamo were parties to the Action;

**WHEREAS**, the Action was resolved by execution of a Settlement Agreement dated December 7, 2018;

**WHEREAS**, prior to the execution of the Settlement Agreement, Mr. Mayorek entered into an agreement with Image Homes to purchase the Image Homes Property;

**WHEREAS**, pursuant to an Assumption Agreement dated November 26, 2018, Mr. Mayorek agreed to assume all responsibility for the performance and satisfaction of all obligations of Image Homes set forth in the Settlement Agreement upon the closing of Mr. Mayorek’s purchase of the Image Homes Property from Image Homes;

**WHEREAS**, Mr. Mayorek’s purchase of the Image Homes Property from Image Homes closed on February 4, 2019;

**WHEREAS**, the payments required by the Adamos under the Settlement Agreement have been made and the Adamos have executed an Amended Deed of Easement for Access & Drainage Easement that was subsequently recorded by the Township;

**WHEREAS**, in accordance with the Settlement Agreement, the Leaches and Mr. Mayorek have stabilized the Swale on the Leach and Image Homes Properties;

**WHEREAS**, the Leaches and Mr. Mayorek seek to retain responsibility for maintenance of the Swale and no longer desire to execute Drainage Deeds of Easement dedicating the Swale to the Township which would have provided the Township with access and egress to the Swale for the purpose of maintenance;

**WHEREAS**, the Township has agreed to allow the Leaches and Mr. Mayorek to retain responsibility for maintenance of the Swale;

**WHEREAS**, the Parties have agreed to enter into this Amendment to amend the terms of the Settlement Agreement to reflect the agreement of the Leaches, Mr. Mayorek and the Township that the Leaches and Mr. Mayorek shall retain responsibility for the maintenance of the Swale and the Township shall have no obligation to maintain the Swale;

**WHEREAS**, the Adamos have discharged all obligations under the Settlement Agreement and the Adamos' rights under the Settlement Agreement are not impacted by this Amendment;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The foregoing recitals are hereby incorporated by this reference and are made a part hereof as if fully set forth herein.

2. All of the capitalized terms contained herein which are not defined shall have the meaning ascribed to them in the Settlement Agreement.

3. Paragraphs 5 through 7 of the Settlement Agreement shall be deleted in their entirety and replaced with the following:

Upon the Leaches' and Mr. Mayorek's completion of the work necessary to stabilize the Swale, the Leaches and Mr. Mayorek agree to accept surface water flow from the Basin into the Swale. The Leaches and Mr. Mayorek shall be responsible for the maintenance of the Swale on their respective properties. "Maintenance of the Swale" shall mean the removal of debris and vegetation from the Swale, repair of erosion to the Swale and maintenance of rip rap in the Swale so the Swale continues to operate as a drainage path for the water exiting the Basin.

The Township Department of Public Works Director or his/her designee shall have the right to inspect the Leach Property and Image Homes Property (now the "Mayorek Property") consistent with the Millstone Township Code. The Township shall access the Swale from the Basin. The Township shall make a good faith attempt to notify the Leaches and Mr. Mayorek by email or telephone prior to any inspection of the Leach or Mayorek Properties.

The obligation to maintain the Swale shall run with the land. The Leaches and Mr. Mayorek shall record a memorandum of this Amendment, or such other document, to provide notice of the obligation to maintain the Swale to all subsequent owners of the Leach and Mayorek Properties.

4. The addresses for providing notice pursuant to Paragraph 14 of the Settlement Agreement shall be amended as follows:

If to the Leaches:      Mr. Randall and Mrs. Susan Leach  
   28 Cranbury Brook Drive  
   Millstone Township, New Jersey 08535

With a copy to: George J. Tyler, Esq.  
The Law Office of George J. Tyler, P.C.  
1 AAA Drive, Suite 204  
Robbinsville, New Jersey 08691

If to Mr. Mayorek: Mr. John Mayorek  
27 Cranbury Brook Drive  
Millstone Township, New Jersey 08535

With a copy to: George J. Tyler, Esq.  
The Law Office of George J. Tyler, P.C.  
1 AAA Drive, Suite 204  
Robbinsville, New Jersey 08691

If to the Adamos: Mr. Gesualdo and Mrs. Patricia Adamo  
11 Liberty Lane  
Millstone Township, New Jersey 08535

With a copy to: Ian Sirota, Esq.  
Margolis Edelstein  
100 Century Parkway  
Suite 200  
Mount Laurel, New Jersey 08054

If to the Township: Ms. Kathleen Hart  
Municipal Clerk  
Township of Millstone  
470 Stagecoach Road  
Millstone Township, New Jersey 08510

With a copy to: Robert F. Muñoz, Esq.  
Davison, Eastman, Munoz, Paone, P.A.  
100 Willow Brook Road  
Suite 100  
Freehold, New Jersey 07728

5. In the event of any conflict between any term, covenant or condition of this Amendment and the Settlement Agreement, the terms, covenants and conditions of this Amendment shall govern and control. All terms of the Settlement Agreement shall remain in full force and effect unless expressly modified by this Amendment.

6. This Amendment, together with the Settlement Agreement, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Amendment or the Settlement Agreement, and no other agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

7. The failure of any Party hereto to enforce at any time any of the provisions of this Amendment shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Amendment or any part thereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Amendment shall be held to be a waiver of any other or subsequent breach. No waiver of any provision of this Amendment and no waiver of any breach or default under this Amendment shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any other provision or any subsequent breach or default of a similar nature.

8. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under the laws of the State of New Jersey but if one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9. In interpreting any provision of this Amendment, no weight shall be given to, nor shall any construction or interpretation be influenced by the fact that counsel for one of the Parties drafted this Amendment, each Party acknowledging that it and its counsel have had an opportunity to review this Amendment and have contributed to its final form. Unless the context of this Amendment expressly otherwise indicates, any singular term in this Amendment includes the plural, and any plural term includes the singular. If any term or condition of this Amendment is found to be ambiguous, the ambiguity shall not be construed against any one particular Party and/or in favor of any one particular Party, and such ambiguous language shall be in all cases construed as a whole according to its fair meaning.

10. This Amendment shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

11. Each of the Parties hereto represents to the other that it has the legal power, right and authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the Parties have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof.

12. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but one and the same instrument. Signatures may be delivered by facsimile or email transmission followed by timely delivery of the original of such executed copy.

**[SIGNATURE PAGES FOLLOW]**

I WITNESS WHEREOF and intending to be legally bound, the undersigned authorized persons do hereby execute this Agreement as of the date first written above.

By: \_\_\_\_\_  
Name: Randall Leach

By: \_\_\_\_\_  
Name: Susan Leach

By: \_\_\_\_\_  
Name: John Mayorek

**TOWNSHIP OF MILLSTONE**

By: \_\_\_\_\_  
Name: Fiore Masci  
Title: Mayor