

**RESOLUTION NO. 22-170**  
**MEETING DATE: 08-17-2022**

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

---

**C/McLaughlin** offered the following Resolution and moved its adoption, which was second by **C/Davis**.

**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. Items Falling Under Attorney Client Privilege
  2. Litigation
  3. Grant

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/Davis, C/McLaughlin, C/Zabrosky, M/Ferro  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** DM/Morris

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone on August 17, 2022.

---

Kathleen Hart, RMC  
Municipal Clerk

RESOLUTION NO. 22-171

SCHEDULE 22-08B S

CONSOLIDATED BILL LIST

TOWNSHIP OF MILLSTONE VOUCHERS FOR PAYMENT PRESENTED TO  
THE TOWNSHIP COMMITTEE AT A MEETING  
HELD ON August 17, 2022

SEE SCHEDULE 22-08B ATTACHED

A resolution was passed by the Township Committee for the payment of the vouchers listed on Schedule 22-08B attached.

\_\_\_\_\_  
Al Ferro, Mayor

\_\_\_\_\_  
Chris Morris, Deputy Mayor

\_\_\_\_\_  
Eric Davis, Committeeman

\_\_\_\_\_  
Michael McLaughlin, Committeeman

\_\_\_\_\_  
Tara Zabrosky, Committeewoman

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

**TOWNSHIP OF MILLSTONE**  
**RESOLUTION NO. 22-171**  
August 17, 2022

BE IT RESOLVED by the Township Committee of the Township of Millstone that the vouchers listed on Schedule 22-08B, August 17, 2022, Consolidated Bill List, and the vouchers listed below as Schedule 22-08B 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: \$ 187,071.78

**SCHEDULE 22-08B S**

**PAYROLL FUND**

TOTAL PAYROLL TRUST FUND \$ 5,714.68

**GENERAL CAPITAL FUND**

TOTAL GENERAL CAPITAL FUND \$ 0.00

**GRANT FUND**

TOTAL GRANT FUND \$ 451.39

**RESERVE TRUST FUND**

TOTAL RESERVE TRUST FUND \$ 720.00

**BASIN MAINTENANCE TRUST**

TOTAL BASIN MAINTENANCE TRUST \$ 88.76

**SHADE TREE TRUST**

TOTAL SHADE TREE TRUST \$ 0.00

**COAH TRUST FUND**

TOTAL COAH TRUST FUND \$ 1,330.00

**OPEN SPACE FARMLAND TRUST FUND**

TOTAL OPEN SPACE FARMLAND TRUST FUND \$ 10,335.44

**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 \$ 45,670.84

**ANIMAL CONTROL TRUST FUND**

TOTAL DOG TRUST FUND \$ 238.04

**TOTAL FOR ALL FUNDS \$ 251,620.93**

**ESCROW**

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

TOTAL DEVELOPERS ESCROW UNDER \$5,000 \$ 398.75

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

TOTAL DEVELOPERS ESCROW OVER \$5,000 \$ 6,900.25

**TOTAL FOR ESCROW \$ 7,299.00**

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

AYES: C/Zabrosky, C/Davis, C/McLaughlin, M/Ferro

NAYS: None

ABSTAIN: None

ABSENT: DM/Morris

**RESOLUTION NO. 22-172**  
**MEETING DATE: 08-17-2022**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR EMERGENCY  
TREE REMOVAL SERVICES ON CARRS TAVERN ROAD ON AUGUST 9, 2022**

---

**C/McLaughlin** offered the following Resolution and moved its adoption which was second by **C/Davis**.

**WHEREAS**, the CPWM of the Department of Public Works, has advised of the need for emergency tree removals, located at 42 Carrs Tavern Road; and

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

**WHEREAS**, the Qualified Purchasing Agent recommends an emergency contract be awarded to Tree Wise Men, LLC. in the amount of \$800.00, to immediately make the necessary tree removals; and

**WHEREAS**, the Chief Financial Officer has certified funds are available in the following Budget Account: 2-01-26-290-216.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Millstone hereby authorizes an Emergency Contract with Tree Wise Men, LLC. in the amount of \$800.00

**BE IT FURTHER RESOLVED** that certified copies of the within Resolution be forwarded to the following:

- a. Township Administrator/Chief Financial Officer
- b. Qualified Purchasing Agent/Treasurer
- c. Tree Wise Men, LLC

**ROLL CALL:**

AYES: C/Zabrosky, C/Davis, C/McLaughlin, M/Ferro  
NAYS: None  
ABSTAIN: None  
ABSENT: DM/Morris

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of August 17, 2022.

---

Kathleen Hart, RMC  
Municipal Clerk

**RESOLUTION NO. 22-173**  
**ADOPTION DATE: 08-17-2022**

**RESOLUTION TO APPROVE THE TOWNSHIP OF MILLSTONE TO ENTER INTO A  
SHARED SERVICES AGREEMENT WITH THE COUNTY OF MONMOUTH TO  
PROVIDE THE ITAX MAP/COLLABORATION CENTER SYSTEM (TAX MAP  
CONVERSION AND MAINTENANCE SERVICES)**

---

C/McLaughlin offered the following Resolution and moved its adoption which was seconded by C/Davis.

**WHEREAS**, The Uniform Shared Services and Consolidation Act (C.40A:565-1, et seq.), authorizes local units of this State to enter into a contract with any other local unit(s) for the joint provision within their several jurisdictions of any service, which any party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, each municipality is to provide for the preparation of yearly revisions to the tax map under New Jersey State law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

**WHEREAS**, each physical description of a parcel of land drives the mass-appraisal calculation of the land portion of its property tax assessment, and land data inaccuracies and errors lead to poor distribution of the annual tax levy, potentially resulting in years of tax bill overpayments and underpayments; and

**WHEREAS**, a County-to-Municipality shared services program would provide map conversion and maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities; and

**WHEREAS**, the intent of the digital tax map shared services program is to reduce municipal costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

**WHEREAS**, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined editing and ongoing maintenance procedures; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems.

**WHEREAS**, it is in the best interest of the Township of Millstone to enter into such an Agreement.

**NOW, THEREFORE, IT BE RESOLVED**, that the governing body of the Township of Millstone hereby approves entry in the Agreement with the County of Monmouth consistent with the foregoing.

**BE IT FURTHER RESOLVED**, that the Mayor, Township Administrator and Township Clerk are each hereby authorized and directed to execute the attached Shared Services Agreement, for the provision of the iTax Map/Collaboration Center System, on behalf of the Township.

**BE IT FURTHER RESOLVED**, that a copy of this Resolution certified as a true copy be sent to the Tax Assessor, Treasurer, CFO and Elizabeth Perez, Monmouth County Shared Services.

**ROLL CALL:**

**AYES:** C/Zabrosky, C/Davis, C/McLaughlin, M/Ferro

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** DM/Morris

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of August 17, 2022.

---

KATHLEEN HART, RMC  
Township Clerk

**SHARED SERVICE AGREEMENT  
FOR THE COUNTY OF MONMOUTH TO PROVIDE  
THE iTaxMap/Collaboration Center SYSTEM**

**THIS SHARED SERVICE AGREEMENT** (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the COUNTY OF MONMOUTH, a body politic of the State of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and TOWNSHIP OF MILLSTONE, in the County of Monmouth, a municipal corporation of the State of New Jersey, having its principal offices located at 470 Stagecoach Road, Millstone Township, NJ 08510, (referred to as the “municipality”).

**WHEREAS**, The Uniform Shared Services and Consolidation Act (C.40A:565-1, et seq.), authorizes local units of this State to enter into a contract with any other local unit(s) for the joint provision within their several jurisdictions of any service, which any party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, each municipality is to provide for the preparation of yearly revisions to the tax map under New Jersey State law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

**WHEREAS**, each physical description of a parcel of land drives the mass-appraisal calculation of the land portion of its property tax assessment, and land data inaccuracies and errors lead to poor distribution of the annual tax levy, potentially resulting in years of tax bill overpayments and underpayments; and

**WHEREAS**, a County-to-Municipality shared services program would provide map conversion and maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities; and

**WHEREAS**, the intent of the digital tax map shared services program is to reduce municipality costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

**WHEREAS**, the Commissioners have approved the awarding of a contract for digital tax mapping in Resolution # 2021-0552; and

**WHEREAS**, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined



editing and ongoing maintenance procedures; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems.

**NOW, THEREFORE,** in consideration of the above and the provisions set forth hereinafter, it is mutually agreed as follows:

**IT IS AGREED:**

**1. Grant of Sublicense.** Monmouth hereby grants the municipality use of the Collaboration Center as provided by Civil Solutions, under the terms of this Agreement.

**2. Costs.**

- (a) There are no costs for municipality for the initial two (2) years of the service. During the initial two (2) years of the agreement the County shall pay for the conversion and maintenance of all parcels within the municipality to a County/State digital standard.
- (b) Once all municipalities who have agreed to participate have been brought to the County/State digital standard, a per parcel annual maintenance cost shall be determined and presented to all municipalities for review and consideration.
- (c) The County shall pay for all costs associated with the maintenance and hosting of the iTaxMap/Collaboration applications within the County's IT facilities.
- (d) Any and all additional costs of releases or other future add-ons, will be mutually agreed upon by the municipalities.

**3. Other Costs.**

- (a) The municipality will retain Civil Solutions directly to perform any customization, data conversion or future additional training and implementation services required by the municipality.
- (b) The municipality will also provide the necessary personal computer(s), printer(s) and internet connection for the proper operation of iTaxMap/Collaboration Center System. For current operating requirements, see Exhibit "A" attached.

**4. iTaxMap/Collaboration Center System access through Civil Solutions.**

- (a) Each participating municipality has access to the iTaxMap/Collaboration Center system
- (b) Each municipality is entitled to two (2) named users accounts to access the Collaboration Center system, one of which shall be the municipal Assessor.

## **5. Maintenance and Support.**

- (a) The Monmouth County Office of Geographic Information Systems will procure and maintain vendor software licensing. Civil Solutions is responsible for maintenance and upgrades to the iTaxMap System.
- (b) Municipalities will have access to Civil Solutions' technical help and support services to assist questions regarding the iTaxMap System.
- (c) In the event of any major changes in the maintenance and support arrangements with iTaxMap System, all municipalities in good standing under this Agreement will receive prior and timely notification of such changes.

## **6. Copyright & Trademark Acknowledgement.**

- (a) The iTaxMap System product is the exclusive property of Civil Solutions, a Division of ARH. Civil Solutions owns the title, copyright, and other intellectual property rights in web-based software. The iTaxMap System is licensed, not sold. The iTaxMap System is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by ARH, Civil Solutions retains all proprietary rights to the iTaxMap System.
- (b) The iTaxMap System may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Civil Solutions. The licensee, municipalities and other users shall not disassemble; decompile, or reverse engineer Civil Solutions products.

Copyright © 2021 Civil Solutions

All rights reserved.

## **7. Ownership of Images, Metadata, and Database Information.**

- (a) Municipality is solely responsible for the selection of indexing templates and the entry of indexing utilized in the retrieval of images and other content.
- (b) All data, associated metadata and database information of the municipality remain the sole property of the municipality. Unless required by law, Monmouth may not make any portion of this information deposited in the repository available to the public without the prior written consent of the municipality.

## **8. Term of Agreement.**

This Agreement shall be effective through (December 31, 2025), unless sooner terminated or extended.

## **9. Termination of Agreement.**

- (a) Either party has the right to terminate this Agreement upon ninety (90) days written notice to the other party. In addition, Monmouth may terminate this Agreement, upon thirty (30) days' notice, if the municipality fails to make timely payment(s) required under this Agreement.
- (b) If the underlying agreement between Monmouth and Civil Solutions is terminated for any reason, Monmouth shall promptly notify all municipalities of such termination and the effective termination date, whereupon this Agreement shall terminate.
- (c) If the agreement between Monmouth and the municipality is terminated for any reason, upon the written request of the municipality, Monmouth shall, within sixty (60) days from the effective termination date, provide the municipality with a copy of all data and metadata stored within the iTaxMap System for the municipality ("municipality's data"). At Monmouth's discretion, delivery may be on any standard media including, but not limited to CD, DVD or removable HDD. Upon delivery, Monmouth shall retain no custodial right or duty with regard to the municipality's data.

## **10. Dispute Resolution.**

- (a) Monmouth agrees to continue providing the municipality access to the iTaxMap System web-based interface and all data during the pendency of a dispute.

### **11. Limitation of Liability/Indemnification.**

- (a) Monmouth makes no warranties, either express or implied under this Agreement. Monmouth shall not be liable to the municipality for damages of any kind arising from Monmouth's non-performance or flawed performance under this Agreement.
- (b) The municipality shall defend, indemnify and hold harmless Monmouth, its officers, agents and employees from and against any and losses, costs, damages, claims, suits and/or liabilities (including counsel fees and cost of suit), to which Monmouth may be subject by reason of any actions or inactions by the municipality, its officers, agents and employees.

### **12. Terms of Use and Notices.**

In order to access the iTaxMap System, the municipality and its external authorized users must agree to the Terms of Use posted thereon, a copy of which is attached hereto, as Exhibit "B". By executing this Agreement, the municipality agrees to the terms of Exhibit "B".

### **13. Support Process.**

The iTaxMap System Product Support process attached hereto as Exhibit "A" is incorporated herein.

### **14. Changes.**

The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by the parties.

### **15. Force Majeure.**

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period of time that such failure or delay is (a) beyond the reasonable control of a party, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest, and (b) materially affects the performance of any of its obligations under this agreement, and (c) could not reasonably have been foreseen or provided against. The affected party shall provide the other with prompt notice, as soon as practicable, any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.

**16. Choice of Law.**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

**17. Filing of Agreement.**

Monmouth’s Clerk of the Board shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with N.J.S.A. 40A:65-4(b).

**18. Authority to Execute Agreement.**

Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

**19. Counterparts.**

This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

**20. Notices.**

Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

County of Monmouth  
1 East Main Street  
Freehold, NJ 07728  
Attn: Teri O’Connor, Administrator  
Email: Teri.O’Connor@co.monmouth.nj.us  
Fax: 732-409-4820

County of Monmouth  
1 East Main Street  
Freehold, NJ 07728  
Attn: Elizabeth Perez, Shared Services Coordinator  
Email: elizabeth.perez@co.monmouth.nj.us  
Fax:

To the Municipality:

Township of Millstone  
470 Stagecoach Road  
Millstone Township, NJ 08510  
Attn: Township Administrator  
Email: [twpadm@millstonenj.gov](mailto:twpadm@millstonenj.gov)

Or to such other address or individual as any party may from time to time notify the other.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**ATTEST:**

**COUNTY OF MONMOUTH**

\_\_\_\_\_  
**Clerk of the Board**

By: \_\_\_\_\_  
**Commissioner Director**

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Township Clerk**

By: \_\_\_\_\_  
**Title: Mayor**

**Date:** \_\_\_\_\_

## Exhibit "A"

### END USER PC(s)

#### *Support Services:*

- *Civil Solutions Collaboration Center is a web-centric tool that allows users to:*
  - *Input change requests; upload attachments for documentation and support*
  - *Track work order status*
  - *View completed tax map products via direct link*
  - *View backup documentation, uploaded in original order, via direct link*
  - *Track all map change requests and responsible parties*
  - *Track dates submitted, changed and state approved*

#### *Supported Browser Versions:*

- The iTaxMap System is supported in the most recent and second most recent versions of Mozilla Firefox, Microsoft Edge and Google Chrome.
- They do not support Internet Explorer 9 and below.
- JavaScript needs to be enabled on your web browser.

#### *Suggested System Specifications for Basic Browsing:*

- PC with at least 2GB of RAM, or
- Modern tablet devices, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome

#### *Suggested System Specifications for Advanced or Professional Use:*

- PC with at least 8GB of RAM, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome

**RESOLUTION NO. 22-174**  
**MEETING DATE: 08-17-2022**

**RESOLUTION AUTHORIZING AN APPLICATION TO MONMOUTH COUNTY  
MUNICIPAL OPEN SPACE GRANT PROGRAM**

---

**C/McLaughlin** offered the following resolution and moved its adoption, which was second by **C/Davis**.

**WHEREAS**, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County Park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

**WHEREAS**, the Governing Body of Millstone Township desires to obtain County Open Space Trust Funds in the amount of \$200,000.00 to fund Clarksburg Cultural Center, Grant III, Phase 2, 510-512 Stage Coach Road, Millstone Twp., NJ 08510, Block 34 Lots 13.01 – 13.02; and

**WHEREAS**, the total cost of the project including all matching funds is \$400,000.00; and

**WHEREAS**, the Township of Millstone is the owner of and controls the project site.

**NOW, THEREFORE, BE IT RESOLVED BY** the Township Committee of the Township of Millstone **THAT**:

1. Kevin Abernethy, Township Administrator of the Township of Millstone, or his successor, is authorized to (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above-named municipality; and
2. The Township of Millstone is committed to this project and will provide the balance of funding necessary to complete the project as described in the grant application in the form of non-county matching funds as required in the Policy and Procedures Manual for the Program; and
3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state, and local government rules, regulations and statutes thereto; and



4. Al Ferro, Mayor of the Township of Millstone, or his successor to the office of Mayor, is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and
5. This resolution shall take effect immediately.

**ROLL CALL:**

**AYES: C/Zabrosky, C/Davis, C/McLaughlin, M/Ferro**

**NAYS: None**

**ABSTAIN: None**

**ABSENT: DM/Morris**

**CERTIFICATION**

I, Kathleen Hart do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Township of Millstone at a meeting held on the 17th day of August, 2022.

In Witness Whereof, I have hereunder set my hand and official seal of the municipality this 17th day of August, 2022.

---

Kathleen Hart, RMC  
Municipal Clerk

**RESOLUTION NO. 22-175**  
**MEETING DATE: 08-17-2022**

**RESOLUTION OPPOSING THE PROPOSED INCREASES TO THE STATE HEALTH  
BENEFITS PROGRAM**

---

**C/McLaughlin** offered the following resolution and moved its adoption, which was second by **C/Davis**.

WHEREAS, the State Health Benefits Program (SHBP), governed by N.J.S.A. 52:14-17.25 et seq., offers medical, prescription drug, and dental coverage to qualified State and participating local government public employees, retirees, and eligible dependents; and

WHEREAS, all SHBP plans are self-funded meaning that the money paid out for benefits comes directly from a SHBP fund supplied by the State, participating local employers, and member premiums; and

WHEREAS, the Division of Pensions and Benefits is responsible for the daily administrative activities of the SHBP, the State Health Benefits Commission is the executive organization responsible for overseeing the SHBP; and

WHEREAS, the State Health Benefits Commission, comprised of state officials and union representatives, annually consider the calendar year premium levels for the Local Government Employer Group of the SHBP based on recommendations found in the Rate Setting Recommendation Analysis of the Local Government Employee Group; and

WHEREAS, the preliminary rate increase for the 2023 Local Government Employer Group is 22.8%, which includes a 21.6% increase for Active, a 13% increase in Early Retiree, and a 0.7% increase for Medicare Retiree; and

WHEREAS, subsequent news accounts has Department of Treasury noting “rates for active members and early retirees would likely be increase between 12-20% across the various plans for the upcoming year”; and

WHEREAS, such proposed exorbitant rate increases will fall upon the local property taxpayer along with the local public employees at a time where there is record inflation, and

WHEREAS, the proposed premium increase for most active employees will take thousands more out of their paychecks annually and lead to huge costs for local governments that will translate into higher property tax bills for struggling families; and

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Millstone in the County of Monmouth call up the State Health Benefit Commission to reconsider the rate increase and strike a rate increase that is appropriate in the current economic conditions; and

BE IT FURTHER RESOVLED, that the governing body of the Township of Millstone in the County of Monmouth urge the legislature to adopt legislation expanding the composition of the State Health Benefits Commission to include representatives from both municipal and county government management; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor Murphy, State Treasurer Muoio, Senate President Scutari, Assembly Speaker Coughlin, Senator Samuel D. Thompson, Assemblyman Robert D. Clifton, and New Jersey State League of Municipalities.

ROLL CALL:

AYES: C/Zabrosky, C/Davis, C/McLaughlin, M/Ferro  
NAYS: None  
ABSTAIN: None  
ABSENT: DM/Morris

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Township Committee of the Township of Millstone on August 17, 2022.

---

Kathleen Hart, RMC  
Municipal Clerk

**RESOLUTION NO: 22-176**  
**MEETING DATE: 08-17-2022**

**RESOLUTION APPOINTING A TECHNICAL ASSISTANT TO THE  
CONSTRUCTION OFFICIAL**

---

**C/McLaughlin** offered the following resolution and moved its adoption, which was seconded by **C/Davis**.

**WHEREAS**, the Township Administrator has interviewed candidates for the position and has selected and offered Donna Arbia the position of Technical Assistant to the Construction Official.

**BE IT RESOLVED**, by the Township Committee of the Township of Millstone that Donna Arbia is hereby appointed the Technical Assistant to the Construction Official for the Township of Millstone with an annual salary of \$44,763.43, effective August 22, 2022, for 32 hours per week.

**BE IT FURTHER RESOLVED** that the Township Clerk will forward a certified true copy of this Resolution to:

- 1) Scott D'Amico, Construction Official
- 2) Donna Arbia – Technical Assistant to the Construction Official
- 3) Kevin Abernethy, Township Administrator
- 4) Melissa Peerboom, Deputy CFO
- 5) Amanda Salerno, Treasurer

**ROLL CALL:**

AYES: C/Zabrosky, C/Davis, C/McLaughlin, M/Ferro  
NAYS: None  
ABSTAIN: None  
ABSENT: DM/Morris

**I HEREBY CERTIFY** the foregoing to be a true copy of the resolution adopted by the Millstone Township Committee at its meeting of August 17, 2022.

---

Kathleen Hart, RMC  
Township Clerk