

Regular Meeting called to order, Mayor Dennis Vaccaro in the chair, at Kathryn E. Flynn Civic Center on Thursday September 27<sup>th</sup>, 2018 at 8:01 P.M.

Mayor called for Pledge of Allegiance to the Flag.

Mayor Vaccaro asked for a moment of silence for the passing of Dominick Tucci, former Fire Department Chief, Vice-President of the Senior Club and VFW Member.

ROLL CALL: Bauer, Cirillo- present, Kinsella, Martinez, Surak- not present,  
Wende- present  
Administrator- T. Ciannamea-present  
Attorney- F. Migliorino-present

Borough Clerk stated that notice of the meeting was announced in accordance with the Open Public Meeting Act.

Mayor Vaccaro- introduced and welcomed new Councilman John Wende.

Motion by C/Bauer and second by C/Cirillo to confirm the Mayor's appointment of C/Wende to the following Committees:

Utilities- Chair  
Recreation- Member  
Emergency Management- Member

ROLL CALL: Bauer, Cirillo, Wende.

All ayes. So ordered.

Motion by C/Bauer and second by C/Cirillo approve the Minutes of Regular Meeting of August 23, 2018.

ROLL CALL: Bauer, Cirillo, Wende.

All ayes. So ordered.

#### COMMUNICATIONS:

Public Service Electric and Gas Company-notice of public hearings for Basic Generation Service (BGS) Charges procured on behalf of its basic Generation Service Customers and Notice of proposed Recovery through its BGS Charges of Costs Resulting from Statewide Auction for Basic Generation Service.

Township of South Hackensack-condemning all efforts to delegitimize the State of Israel and the global movement to boycott, divest from and sanction the people of Israel.

Borough of Rutherford, Township of Saddle Brook and Borough of Little Ferry – opposing the construction of the North Bergen Liberty Generating Power Plant.

Charles R. Pallas - letter of resignation as a member of the Planning Board.

Borough of North Arlington- Calling for the Legislature to amend the Open Public Records Act to permit municipalities to rely on the Government Records Council as a defense to attorney's fees or to abolish the Government Records Council altogether

Borough of Old Tappan, Borough of Hillsdale, Township of Washington, Borough of Fairview and Borough of Bergenfield- opposing Suez Water Rate/Tax increase request.

Borough of Little Ferry- notice of adoption of an Ordinance amending an Ordinance entitled "Signs" of the Revised General Ordinance of the Borough of Little Ferry.

Motion by C/Cirillo and second by C/Bauer to file communications.

ROLL CALL: Bauer, Cirillo, Wende.

All ayes. So ordered.

#### FORMAL ACTION TAKEN AT EXECUTIVE MEETING ON SEPTEMBER 13, 2018:

Motion by C/Bauer and second by C/Martinez to approve the following Resolution:

##### RESOLUTION #18-243

WHEREAS, two bids were received by the Borough Clerk on September 6, 2018, for Curbside Recycling Collection Service; and

WHEREAS, the two bids were as follows:

Option 1	Option 2	Option 3
(Proposal for One year)	(Proposal for Three years)	(Proposal for Five years)

1. Get A Can, Inc. (Gaeta Recycling Co., Inc.)	\$37,803.96	\$37,803.96	\$37,803.96
2. Joseph Smentkowski, Inc.	\$42,380.00	\$127,140.00	\$220,740.00

WHEREAS, the Borough Council has reviewed the recommendations made by the Borough Administrator and the Borough Attorney on said bid; and

WHEREAS, the Chief Financial Officer of the Borough of Moonachie has filed with the Borough Clerk said certificate of Availability of Funds prior to this Resolution becoming effective; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Moonachie award the bid for Option 3(Proposal for five years) to Get A Can, Inc. (Gaeta Recycling Co., Inc.), 278-282 West Railway Avenue, Paterson, NJ 07503 in the amount of \$37,803.96 per year subject to funds availability; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute the contract for same; and

BE IT FURTHER RESOLVED, that the Borough Attorney be and is hereby authorized to prepare all necessary documents to effectuate this resolution; and

BE IT FURTHER RESOLVED that the Borough Clerk is hereby authorized and directed to return the bid bonds of unsuccessful bidders, upon receipt of a fully executed contract and other documents.

ROLL CALL: Bauer, Cirillo, Martinez, Wende.  
All ayes. So ordered.

FORMAL ACTION TAKEN AT EXECUTIVE MEETING ON SEPTEMBER 13, 2018:  
Motion by C/Cirillo and second by C/Bauer to approve the following Resolutions:

RESOLUTION#18-244

BE IT RESOLVED, by the Mayor and Council of the Borough of Moonachie that the Mayor is hereby authorized to sign an agreement with Post & Kelly Electric Co. Inc. P.O. Box 109, Hawthorne, NJ 07507 in the total amount of \$48,000.00 for Electrical Improvements at the Moonachie Avenue Pump Station.

RESOLUTION#18-245

BE IT RESOLVED, by the Mayor and Council of the Borough of Moonachie that attached list of Minutes of Executive Meetings (from July 2016 to December 2016) be and is hereby approved.

LIST OF MINUTES OF EXECUTIVE MEETINGS

1. July 14, 2016
2. August 11, 2016
3. September 8, 2016
4. October 13, 2016
5. November 10, 2013
6. December 8<sup>th</sup>, 2016

RESOLUTION#18-246

**RESOLUTION OF THE BOROUGH OF MOONACHIE PROVIDING FOR A SINGLE AND COMBINED ISSUE OF GENERAL IMPROVEMENT BONDS; AUTHORIZING THE SALE OF UP TO \$7,765,000 PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT BONDS, SERIES 2018; AUTHORIZING ADVERTISEMENT OF A NOTICE OF SALE; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO SELL AND AWARD THE BONDS; DETERMINING THE FORM AND OTHER DETAILS**

**OF THE BONDS; AND AUTHORIZING OTHER  
MATTERS RELATING THERETO**

WHEREAS, the Borough of Moonachie, in the County of Bergen, New Jersey (the “Borough”) has adopted the Bond Ordinances listed on the attached Appendix A (collectively, the “Bond Ordinances”) authorizing the issuance of obligations of the Borough for the purpose of financing the general improvements described in the Bond Ordinances; and

WHEREAS, the Borough has determined to finance permanently a portion of the costs of the general improvement projects undertaken pursuant to the Bond Ordinances by the issuance of up to \$7,765,000 principal amount of general improvement bonds of the Borough; and

WHEREAS, the Borough has determined to proceed with the public sale of said bonds for the purposes authorized in the Bond Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Moonachie, in the County of Bergen, New Jersey, as follows:

**Section 1.** Combination of General Improvement Bonds; Authorization of Sale. The principal amount of general improvement bonds authorized to be issued pursuant to the respective Bond Ordinances described in Appendix A hereto are hereby combined into a single and combined issue of up to \$7,765,000 aggregate principal amount of General Improvement Bonds, Series 2018 (the “Bonds”) and are authorized to be sold in accordance with the terms of this Resolution.

The average period of usefulness for the general improvements financed by the Bonds, taking into consideration the respective amounts of obligations presently authorized to be issued pursuant to the Bond Ordinances described in Appendix A hereto and the period or average period of usefulness determined in the Bond Ordinances described in Appendix A hereto, is 23.152 years.

**Section 2.** Public Sale of Bonds. The Bonds shall be issued and sold at public sale in accordance with the provisions of the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented.

**Section 3.** Details of Bonds. The Bonds shall be dated their date of delivery, shall be issued in book-entry only form, shall bear interest from their date, payable semi-annually on April 15 and October 15 of each year, commencing April 15, 2019, at the rate or rates to be specified by the successful bidder, and shall mature on October 15 in the annual principal amounts (subject to adjustment as provided herein) and years as set forth below:

GENERAL IMPROVEMENT BONDS, SERIES 2018

<u>Year</u>	<u>Principal Amount</u>
2019	\$250,000
2020	250,000
2021	250,000
2022	320,000
2023	330,000
2024	335,000
2025	350,000
2026	360,000
2027	370,000
2028	380,000
2029	395,000
2030	405,000
2031	420,000
2032	435,000
2033	455,000
2034	470,000
2035	490,000
2036	500,000
2037	500,000

2038

500,000

TOTAL \$7,765,000

The Bonds shall contain such other terms and conditions as are specified in the Notice of Sale approved in Section 5 hereof (the "Notice of Sale").

**Section 4. Redemption.** (a) The Bonds maturing on or before October 15, 2025, are not subject to redemption prior to maturity.

(b) The Bonds maturing on or after October 15, 2026, are subject to redemption prior to maturity at the option of the Borough, as a whole or in part on any date on or after October 15, 2025, and if in part such maturity or maturities, or portions thereof, as decided by the Borough shall be redeemed, at the redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of any series of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by The Depository Trust Company or any successor securities depository or, if there is no securities depository, by the Paying Agent.

When any Bonds are to be redeemed, the Chief Financial Officer (or, if appointed pursuant to Section 12 hereof, the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice by first class mail in a sealed envelope postage prepaid to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the Borough, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the Borough shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.

**Section 5. Approval of Notice of Sale.** The Notice of Sale, containing other terms and provisions of the Bonds and setting forth the conditions of the sale thereof, all of which are hereby approved, shall be substantially in the form attached to this Resolution as Appendix B and made a part hereof, is hereby approved.

**Section 6. Approval of Summary Notice of Sale.** The Summary Notice of Sale shall be substantially in the form attached to this Resolution as Appendix C and made a part hereof, and the Summary Notice of Sale is hereby approved.

**Section 7. Publication of Notice of Sale and Summary Notice of Sale.** The Notice of Sale substantially in the form attached to this Resolution shall be published at least once in *The Record*, a newspaper published in the County of Bergen and circulating in the Borough, and the Summary Notice of Sale substantially in the form attached to this Resolution shall be published at least once in *The Bond Buyer*, a newspaper published in the Borough of New York and State of New York, carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The advertisement of said Notice of Sale and Summary Notice of Sale in each such newspaper shall be published not less than seven (7) days prior to the sale date for the Bonds.

**Section 8. Designation of Chief Financial Officer to Award Bonds; Delegation Regarding Postponement of Sale; Delegation to Chief Financial Officer to**

Adjust Maturity Schedule for Bonds. Proposals for the purchase of the Bonds shall be received by the Chief Financial Officer on October 3, 2018, or on such other date as determined by the Chief Financial Officer, as shall be provided in the Notice of Sale and the Summary Notice of Sale. The Borough Council of the Borough hereby designates the Chief Financial Officer to sell and award the Bonds in accordance with this Resolution and the Notice of Sale. The Chief Financial Officer is hereby directed to report, in writing, to the Borough Council at its first meeting after the sale of the Bonds as to the principal amount, interest rate and maturities of the Bonds sold, the price obtained and the name of the purchaser.

There is hereby delegated to the Chief Financial Officer the authority to postpone the public sale of the Bonds without re-advertisement in accordance with the provisions of the Notice of Sale. The public sale of the Bonds may not be postponed more than sixty (60) days without re-advertisement.

In accordance with N.J.S.A. 40A:2-26(g), there is hereby further delegated to the Chief Financial Officer the authority to adjust the maturity schedule for the Bonds at the times and in the amounts as provided in the Notice of Sale.

**Section 9.** Authorization for Official Statement. The proper Borough officials and advisors are hereby authorized to prepare and distribute to the prospective purchasers of the Bonds a Preliminary Official Statement and a final Official Statement containing information relating to the Borough, its financial condition and the terms of the Bonds and other material facts customarily included in official statements for general obligation bonds in the State of New Jersey. The Chief Financial Officer is hereby authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

**Section 10.** Approval of Form of Bonds. The form of the Bonds, substantially as set forth in Appendix D attached hereto and made a part hereof, is hereby approved. The Bonds shall be executed in the name of the Borough by the manual or facsimile signature of the Mayor and the Chief Financial Officer and the seal of the Borough, or a facsimile impression thereof, shall be affixed to the Bonds and attested by the manual signature of the Borough Clerk.

**Section 11.** Appointment of Securities Depository. The Depository Trust Company, New York, New York ("DTC"), shall act as securities depository for the Bonds. The ownership of one fully registered bond for each maturity of the Bonds, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive certificated Bonds and will not be the registered owner thereof. Ownership interests in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the Borough nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The appropriate officers of the Borough are hereby authorized to execute a Letter of Representation to DTC and such other documents as may be necessary or desirable in connection with DTC's services as securities depository.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Borough and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, or if the Borough determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Borough shall designate a successor securities depository or shall deliver certificates to the beneficial owners of the Bonds registered in the names of the beneficial owners thereof.

**Section 12. Paying Agent.** The Chief Financial Officer is hereby authorized to select and to enter into an agreement with a Paying Agent to ensure that the Borough can meet its obligations undertaken herein to the holders of the Bonds. The Chief Financial Officer may, however, elect not to select a Paying Agent for the Bonds, and may elect to select a Paying Agent at any time prior or subsequent to the issuance of the Bonds. However, the Chief Financial Officer shall select a Paying Agent upon any determination to cause the Bonds to be registered in the names of the beneficial owners thereof, as provided in Section 11 hereof.

**Section 13. Tax Covenant.** The Borough hereby covenants with the holders from time to time of the Bonds that it will make no investment or other use of the proceeds of the Bonds or take any further action (or refrain from taking such action) which would cause the Bonds to be “arbitrage bonds” or “private activity bonds” within the meaning of the Internal Revenue Code of 1986, as amended, or under any similar statutory provision or any rule or regulation promulgated thereunder (the “Code”), or would cause interest on the Bonds not to be excludable from gross income for federal income tax purposes, and that it will comply with the requirements of the Code and said regulations throughout the term of the Bonds.

**Section 14. Pledge of Borough.** The full faith and credit of the Borough is hereby pledged for the payment of the principal of and interest on the Bonds. The Bonds shall be direct obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the principal of and interest on the Bonds without limitation as to rate or amount.

**Section 15. Continuing Disclosure.** The form of the Continuing Disclosure Certificate in substantially the form attached hereto as Appendix E is hereby approved, and the execution of the Continuing Disclosure Certificate by the Chief Financial Officer of the Borough is hereby authorized. The Borough hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the Borough and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the Borough to comply with the Continuing Disclosure Certificate shall not be considered a default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Borough to comply with its obligations under this Section.

**Section 16. Further Action.** The proper officers of the Borough are hereby authorized and directed to take all such action as may be necessary to effect the issuance and delivery of the Bonds.

**Section 17. Effective Date.** This Resolution shall take effect immediately upon the adoption hereof.

## APPENDIX A

### GENERAL IMPROVEMENT BONDS, SERIES 2018

Ordinance Number	Date Adopted	Amount of Bonds Authorized	Period of Usefulness (Years)	General Obligation Bonds to be Issued*
13-5	08/22/13	\$6,370,000	26.44	\$5,786,498
14-03	08/28/14	\$549,002	9.98	\$437,252
14-06	10/23/14	\$475,000	30	\$475,000
2016-6	09/22/16	\$323,000	10	\$211,250
2017-3	08/24/17	\$855,000	7.083	\$855,000
				\$7,765,000*

\* The Amount of general improvement bonds to be issued may be adjusted as provided in the Resolution and the Notice of Sale.

## APPENDIX B

NOTICE OF SALE  
BOROUGH OF MOONACHIE, COUNTY OF BERGEN, NEW JERSEY

\$7,765,000\* GENERAL IMPROVEMENT BONDS, SERIES 2018

(Book-Entry-Only) (Callable)

The Borough of Moonachie, a municipal corporation of the State of New Jersey located in the County of Bergen, New Jersey (the "Borough"), hereby invites sealed proposals for the purchase of the Borough's \$7,765,000\* aggregate principal amount of General Improvement Bonds, Series 2018 (the "Bonds").

SEALED OR ELECTRONIC (VIA PARITY) PROPOSALS will be received by the Chief Financial Officer of the Borough at the 70 Moonachie Road, Moonachie, New Jersey 07074, on **October 3, 2018** (the "Bid Date") until 11:00 a.m., prevailing local time, at which time they will be publicly opened and announced. The Bonds will be dated their date of delivery and will mature, subject to prior redemption, on October 15, in the years and, subject to adjustment as provided herein, in the amounts set forth below:

GENERAL IMPROVEMENT BONDS, SERIES 2018

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2019	\$250,000	2029	\$395,000
2020	250,000	2030	405,000
2021	250,000	2031	420,000
2022	320,000	2032	435,000
2023	330,000	2033	455,000
2024	335,000	2034	470,000
2025	350,000	2035	490,000
2026	360,000	2036	500,000
2027	370,000	2037	500,000
2028	380,000	2038	500,000
		TOTAL	
	\$7,765,000*		

\*Preliminary, subject to change as described herein.

All bidders for the Bonds must be participants of the Depository Trust Company, New York, New York ("DTC") or affiliated with its participants. The Bonds will be issued in the form of one certificate for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as Securities Depository. The certificates will be deposited with DTC which will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchases. Individual purchases may be made in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof through book entries made on the books and records of DTC and its participants.

The Bonds will be dated their date of delivery, and will bear interest at the rate or rates per annum specified by the successful bidder therefor in accordance herewith, payable semi-annually on April 15 and October 15 in each year commencing April 15, 2019, until maturity or earlier redemption, to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the participants of DTC as listed on the records of DTC.

In the event (a) DTC determines not to continue to act as Securities Depository for the Bonds or (b) the Borough determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Borough will discontinue the book-entry system with DTC. If the Borough fails to identify another qualified securities depository to replace DTC, the Borough will deliver replacement bonds in the form of fully registered certificates.

The Bonds are general obligations of the Borough and are secured by a pledge of the full faith and credit of the Borough for the payment of the principal thereof and the

interest thereon. The Bonds are payable, if not paid from other sources, from ad valorem taxes to be levied upon all the real property taxable within the Borough without limitation as to rate or amount.

The Bonds maturing on or before October 15, 2025, are not subject to redemption prior to maturity. The Bonds of each series maturing on or after October 15, 2026, are subject to redemption prior to maturity at the option of the Borough, as a whole or in part on any date on or after October 15, 2025, and if in part such maturity or maturities as decided by the Borough shall be redeemed, at the redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Each proposal submitted must name the rates or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the bonds of the same maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed three per centum (3%). The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost ("TIC"). Such TIC cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery date. **Each proposal submitted must be for all the Bonds and the purchase price specified in the proposal must not be less than \$7,765,000 nor more than \$7,997,950.** No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at a TIC higher than the lowest TIC to the Borough under any legally acceptable proposal, and if two or more bidders offer to pay the lowest TIC, then the Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the Bonds accrued to the date of payment of the purchase price. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

It is requested that each proposal be accompanied by a computation of the TIC to the Borough under the terms of the proposal in accordance with the method of calculation described in the preceding paragraph (computed to six decimal places), but such computation is not to be considered as part of the proposal for Bonds. Determinations of TIC by the Borough shall be final.

The Borough may and expects to, after the receipt and opening of bids, adjust the maturity schedule of the Bonds, provided however, that (1) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein, and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein and the aggregate principal amount of bonds as adjusted will not exceed \$7,765,000. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of the bonds to be issued. Immediately upon being notified that it is the successful bidder, the successful bidder shall provide to the Borough's municipal advisor and bond counsel the initial offering prices of the bonds to the public. Upon receipt of the initial offering prices of the bonds to the public from the successful bidder, the bid price will be adjusted to reflect changes in the dollar amount of the underwriter's discount and the original issue premium, but will not change the per bond underwriter's discount as calculated from the bid and the initial offering prices of the bonds to the public. The Borough shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award the Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered.

Except as provided herein under the caption "Procedures Regarding Electronic Bidding," each proposal must be enclosed in a sealed envelope, marked on the outside "Proposal for Borough G.O. Bonds" and, if mailed, addressed to or in care of the undersigned at the Municipal Building, 70 Moonachie Road, Moonachie, New Jersey 07074. All bids which are submitted electronically via the PARITY Electronic Bid Submission System ("PARITY") of i-Deal LLC ("i-Deal") pursuant to the procedures described below shall be deemed to constitute a "Proposal for Bonds" and shall be deemed to incorporate by reference all of the terms and conditions of this Notice of Sale.

The submission of a bid electronically via PARITY shall constitute and be deemed the bidder's signature on the Proposal for Bonds.

PROCEDURES REGARDING ELECTRONIC BIDDING. Bids may be submitted electronically via PARITY in accordance with this notice, until 11:00 a.m., New Jersey time, on the Bid Date, but no bid will be accepted after the time for receiving bids specified above. In addition, bidders must ensure that the good faith deposit wire, check or financial surety bond referred to herein is submitted on the Bid Date by 11:00 a.m. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at i-Deal at 1359 Broadway, 2<sup>nd</sup> Floor, New York, NY 10010, telephone (212) 849-5021. The Borough may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. The Borough may regard the electronic transmission of the bid through PARITY (including information about the principal amount of the Bonds, the price bid for the Bonds and any other information included in such transmission) as though the same information were submitted on the "Proposal for Bonds" provided by the Borough and executed by a duly authorized signatory of the bidder. If a bid submitted electronically by PARITY is accepted by the Borough, the terms of the "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted through PARITY shall form a contract, and the Successful Bidder or Bidders shall be bound by the terms of such contract.

2. PARITY is not an agent of the Borough, and the Borough shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the Borough or information provided by the bidder.

3. The Borough may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via TM3 News Services, or by other available means, no later than 3:00 p.m., New Jersey time, on the last business date prior to the Bid Date.

4. Once the bids are communicated electronically via PARITY to the Borough as described above, each bid will constitute a Proposal for Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all Proposals for Bonds, whether by hand delivery, facsimile or electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

5. Each Bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Borough nor i-Deal shall have any duty or obligation to provide or assure access to any bidder, and neither the Borough nor i-Deal shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The Borough is using PARITY as a communication mechanism, and not as the Borough's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the Borough harmless from any harm or damages caused to such bidder in connection with its use of PARITY for bidding on Bonds.

The right is reserved to reject all bids and any bid not complying with the terms of this notice may be rejected.

Each bidder is required to make a good faith deposit ("Deposit") in the form of a cash wire, a certified, cashier's or treasurer's check or a financial surety bond ("Financial Surety Bond") in the amount of \$155,300, payable to the Borough of Moonachie. If a cash wire is used, the wire must be received by the Borough no later than **11:00 A.M. on October 3, 2018**. If a cash wire is utilized, each bidder must notify the Borough of its intent to use such cash wire prior to **11:00 A.M.**, and must provide proof of electronic transfer of such cash wire prior to **11:00 A.M.**, on **October 3, 2018**. Wiring instructions for the Borough can be obtained by contacting the Borough's municipal advisor at [dmelchionni@acaciafin.com](mailto:dmelchionni@acaciafin.com) or (856) 234-2266. If a check is used, the check must be a certified or cashier's or treasurer's check drawn upon a bank or trust company and must be delivered to the Borough by no later than **11:00 A.M. on October 3, 2018**. Each bidder

accepts responsibility for delivering such cash wire or check on time and the Borough is not responsible for any cash wire or check that is not received on time. If a Financial Surety Bond is used, the same must be from an insurance company licensed to issue such a bond in the State of New Jersey and approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs and proof of such bond must be submitted to the Borough no later than **5:00 P.M. on October 2, 2018**, by email to [TCiannamea@moonachie.us](mailto:TCiannamea@moonachie.us) and [wmayer@decotiislaw.com](mailto:wmayer@decotiislaw.com). Use of any other Financial Surety Bond must be approved by the Director prior to the bid and will not be accepted by the Borough unless evidence of such approval is provided prior to the bid. The Financial Surety Bond must identify the bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to a bidder utilizing a Financial Surety Bond, then that winning bidder shall be required to submit its Deposit to the Borough by wire transfer as instructed by the Borough not later than 3:30 P.M. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the Borough to satisfy the Deposit requirement. When the successful bidder has been ascertained, all such Deposits shall be promptly returned to the persons making the same, except the cash wire, check or Financial Surety Bond of the successful bidder which shall be applied as partial payment for the Bonds or to secure the Borough from any loss resulting from the failure of the successful bidder to comply with the terms of its bid.

Award of the Bonds to the successful bidder or rejection of all bids is expected to be made promptly after opening of the bids. The successful bidder may withdraw its proposal after 5:00 P.M. on the day of such bid opening, but only if such award has not been made prior to the withdrawal.

The Bonds will be delivered through DTC on October 18, 2018, or such other date agreed to by the Borough and the successful bidder. **PAYMENT FOR THE BONDS AT THE TIME OF THE CLOSING SHALL BE IN IMMEDIATELY AVAILABLE FEDERAL FUNDS.**

The successful bidder may at its option refuse to accept the Bonds if prior to their delivery any income tax law of the United States of America shall provide that the interest thereon is includable in gross income for Federal income purposes, or shall be included at a future date for Federal income tax purposes, and in such case the deposit made by the bidder will be returned and the bidder will be relieved of the bidder's contractual obligations arising from the acceptance of the bidder's proposal.

If the Bonds qualify for issuance of any policy of municipal bond insurance, the purchaser of the Bonds may, at its sole option and expense, purchase such insurance. Any failure of the Bonds to be so insured shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. The CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

The obligation hereunder to deliver and accept the Bonds shall be conditioned on the availability and the delivery at the time of delivery of the Bonds of: (a) the approving opinion of the law firm of DeCotiis, FitzPatrick, Cole & Giblin, LLP, Teaneck, New Jersey, Bond Counsel, which will be furnished without cost to the successful bidder, substantially to the effect set forth in the Preliminary Official Statement referred to below; (b) certificates in form satisfactory to said law firm evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, and compliance with the requirements of the Internal Revenue Code of 1986, as amended, necessary to preserve the tax exemption; (c) a certificate, in form and tenor satisfactory to said law firm and dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened affecting the validity of the Bonds; and (d) the Borough's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

A Preliminary Official Statement has been prepared and may be obtained from McElwee & Quinn, LLC at <http://www.mcelweequinn.com> or from the Borough's municipal advisor. The Preliminary Official Statement is deemed to be a "final official

statement", as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the Bonds and (b) amendment. The Preliminary Official Statement as so revised will constitute the "final official statement." By the submission of a bid for the Bonds, the successful bidder contracts for the receipt of a reasonable number of copies of the final Official Statement within seven business days of the award of the Bonds. In order to complete the final Official Statement, the successful bidder must furnish on behalf of the underwriter(s) of the Bonds the following information to Bond Counsel and the Borough by facsimile transmission or overnight delivery received by Bond Counsel and the Borough within 24 hours after the award of the Bonds: (a) initial offering prices or yields (expressed as percentages), (b) selling compensation (aggregate total, anticipated compensation to the underwriter(s) expressed in dollars), (c) the identity of the underwriters if the successful bidder is part of a group or syndicate, and (d) any other material information necessary for the final Official Statement, but not known to the Borough (such as the bidder's purchase of insurance or other credit enhancement). It shall also be the obligation of the successful bidder to furnish to DTC an underwriter's questionnaire and the denominations of the Bonds not less than seventy-two (72) hours prior to the delivery of the Bonds.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the Borough will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Establishment of Issue Price (10% Test to Apply if Competitive Sale Requirements are Not Satisfied)

(a) The winning bidder shall assist the Borough in establishing the issue price of the Bonds and shall execute and deliver to the Borough at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Schedule A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Borough and Bond Counsel. All actions to be taken by the Borough under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Borough by the Borough's Bond Counsel identified herein and any notice or report to be provided to the Borough may be provided to the Borough's Bond Counsel.

(h) The Borough intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Borough shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Borough may receive bids from at least three (3) underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Borough anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(i) In the event that the competitive sale requirements are not satisfied, the Borough shall so advise the winning bidder. The Borough shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Borough if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Borough will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering

price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity in the event that the competitive sale requirements are not satisfied. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

(j) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Borough the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity provided that, the winning bidder's reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Borough or bond counsel.

(k) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third party distribution agreement, as applicable:

(A) to report the prices at which it sells to the public the unsold Bonds allocated to it, whether or not the Closing date has occurred, until either all Bonds allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds, provided that, the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder,

(B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold Bonds allocated to it, whether or not the Closing date has occurred, until either all Bonds allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds, provided that, the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter.

(l) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Borough (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date that the Bonds are awarded by the Borough to the winning bidder.

The Borough reserves the right to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement shall be published on TM3 News Service, or by other available means, not less than twenty-four (24) hours prior to the sale. If any date fixed for receipt of bids and the sale of the Bonds is postponed, an alternative sale date will be announced via TM3 News Service, or by other available means, at least forty-eight (48) hours prior to such alternative date.

A Preliminary Official Statement may be obtained from McElwee & Quinn, LLC at <http://www.mcelweequinn.com> or from the Borough's Chief Financial Officer, 70 Moonachie Road, Moonachie, New Jersey 07074, telephone (201) 641-1813, or from the Borough's municipal advisor, Dara Melchionni, Acacia Financial Group, Inc., 6000 Midlantic Drive Suite 410 North, Mount Laurel, NJ 08054, telephone (856) 234-2266, email [dmelchionni@acaciafin.com](mailto:dmelchionni@acaciafin.com).

Dated: \_\_\_\_\_, 2018

Anthony Ciannamea, Chief Financial  
Officer  
BOROUGH OF MOONACHIE  
County of Bergen, New Jersey

SCHEDULE A

FORM OF PURCHASER'S ISSUE PRICE CERTIFICATE

October 18, 2018

Borough of Moonachie, in the County of Bergen May, New Jersey  
Moonachie, New Jersey 07074

DeCotiis, FitzPatrick, Cole & Giblin, LLP  
Teaneck, New Jersey 07666

Re: The Borough of Moonachie, in the County of Bergen, New Jersey,  
\$\_\_\_\_\_ General Improvement Bonds, Series 2018

Ladies & Gentlemen:

The undersigned, on behalf of the purchaser (“Purchaser”) of the Borough of Moonachie, in the County of Bergen, New Jersey (the “Borough”) \$\_\_\_\_\_ General Improvement Bonds, Series 2018, sold October 3, 2018, dated and issued October 18, 2018, and maturing on October 15 in the years 2019 through 2038 (inclusive), hereby certifies as follows:

[1. [Alternate 1: ***Bids Received From at Least 3 Underwriters.***] ***Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Exhibit A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as

Exhibit B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds. Based on the Expected Offering Prices, the aggregate offering price of the Bonds to the public is \$\_\_\_\_\_ (face amount of \$\_\_\_\_\_,000, plus original issue premium of \$\_\_\_\_\_).]

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.]

[1. [Alternate 2: ***Competitive Sale Requirements not satisfied - Actual sale of at least 10% of Bonds by closing.***] ***Offering Price.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Exhibit A (collectively, the “Offering Prices”). Based on the Offering Prices, the aggregate offering price of the Bonds to the public is \$\_\_\_\_\_ (face amount of \$\_\_\_\_\_,000, plus original issue premium of \$\_\_\_\_\_).]

## 2. ***Defined Terms.***

(a) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) [***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 3, 2018.

(d)] ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Borough with respect to compliance with the federal income tax rules affecting the Bonds, and by bond counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Borough from time to time relating to the Bonds.

\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_



The Borough of Moonachie, in the County of Bergen, a public body corporate and politic organized and existing under the laws of the State of New Jersey (the "Borough"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner hereof on the Maturity Date set forth above the Principal Sum set forth above, and to pay interest thereon semi-annually on April 15 and October 15 of each year, commencing April 15, 2019 (each, an "Interest Payment Date"), at the Interest Rate specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the payment of the Principal Sum has been made or duly provided for. This Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid, or duly provided for on the Bonds or, if no interest has been paid, from the Dated Date set forth above. The principal of this Bond is payable upon presentation and surrender hereof at the offices of the Borough or at such other financial institution as may be appointed by the Borough to act as paying agent (the "Paying Agent").

Interest on this Bond will be paid by check mailed on each Interest Payment Date to the person in whose name this Bond is registered on the registration books of the Borough maintained by the Paying Agent, as bond registrar, at the address appearing thereon at the close of business on the 1st day of the calendar month in which such Interest Payment Date occurs, provided that, with respect to overdue interest or interest payable on redemption of this bond other than on an Interest Payment Date, the Paying Agent may establish a special record date. The special record date may be not more than twenty (20) days before the date set for payment. The notice setting forth the Special Record Date shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day next preceding the date of mailing of such notice. The principal of and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of a duly authorized issue of General Improvement Bonds of the Borough in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds"), all of like date and tenor, except as to date of maturity, denomination, interest rate and CUSIP number, and all authorized and issued under and pursuant to the Local Bond Law of the State of New Jersey constituting Chapter 169 of the Laws of 1960, effective January 1, 1962, as amended, a Resolution duly adopted by the Borough Council on September 13, 2018 (the "Resolution") and various Bond Ordinances enacted by the Borough. The Bonds are issued for the purpose of providing funds for and towards the costs of various capital improvements.

The Bonds maturing on or before October 15, 2025, are not subject to redemption prior to maturity. The Bonds of each series maturing on or after October 15, 2026, are subject to redemption prior to maturity at the option of the Borough, as a whole or in part on any date on or after October 15, 2025, and if in part such maturity or maturities, or portions thereof, as decided by the Borough shall be redeemed, at the redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by The Depository Trust Company or any successor securities depository or, if there is no securities depository, by the Paying Agent.

When any Bonds are to be redeemed, the Chief Financial Officer (or, if appointed pursuant to Section 12 of the Resolution, the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice via first class mail in a sealed envelope with postage prepaid to the registered owners of any Bonds or portions thereof which are to be redeemed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, at their respective addresses as they last appear on the registration books of the Borough. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the Borough

shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.

This Bond is registered as to principal and interest and is transferable by the registered owner or his duly authorized attorney upon surrender hereof at the principal office of the Borough or, if applicable, the principal corporate trust office of any other Paying Agent, accompanied by a duly executed instrument of transfer in form satisfactory to the Borough or such other Paying Agent. The Borough and any other Paying Agent may treat the person in whose name this Bond is registered on the bond register maintained by the Borough or such other Paying Agent as the absolute owner of this Bond for all purposes and neither the Borough nor any such other Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Bond or for any claim based hereon, against any member, officer or employee, past, present or future, of the Borough or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

It is hereby certified that all acts, conditions and things required by the laws 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 or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the Borough is within every debt and other limit prescribed by the constitution and the statutes of the State of New Jersey.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, a Sunday, or a day on which banking institutions in the State of New Jersey are authorized by law to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

For the prompt and full payment of the obligations of this Bond, the entire full faith and credit of the Borough are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent, by execution of the Certificate endorsed hereon; provided however that for so long as the Borough is acting as Paying Agent there shall be no need for such authentication.

IN WITNESS WHEREOF, the Borough of Moonachie, in the County of Bergen and State of New Jersey, has caused this Bond to be signed in its name by the manual or facsimile signatures of its Mayor and Chief Financial Officer and its corporate seal, or a facsimile thereof, to be hereunto affixed, duly attested by the manual signature of its Borough Clerk.

(Seal)

**BOROUGH OF MOONACHIE,  
IN THE COUNTY OF BERGEN**

Attest:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Borough Clerk

By: \_\_\_\_\_  
Chief Financial Officer

[Following to be utilized if paying agent is appointed:

#### CERTIFICATE OF AUTHENTICATION

This bond is one of the General Improvement Bonds, Series 2018, of the Borough of Moonachie, New Jersey described in the within named resolution.

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature]

#### APPENDIX E

#### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Borough of Moonachie, in the County of Bergen, New Jersey (the "Issuer") in connection with the issuance by the Issuer of \$\_\_\_\_\_ principal amount of its General Improvement Bonds, Series 2018 (the "Bonds"). The Issuer covenants and agrees as follows:

*Section 1. Purpose of the Disclosure Certificate.* This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

*Section 2. Definitions.* In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the MSRB's Electronic Municipal Markets Access System.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of New Jersey.

*Section 3. Provision of Annual Reports.*

(a) Not later than nine (9) months after the end of the Issuer's fiscal year, beginning with the fiscal year ending December 31, 2018, the Issuer shall, or shall cause the Dissemination Agent to, provide to the MSRB, in an electronic format as prescribed by the MSRB and accompanied by such identifying information as is prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information which has been made available to the public on the MSRB's website or filed with the Securities and Exchange Commission; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

*Section 4. Content of Annual Reports.* The Issuer's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be provided pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be provided in the same manner as the Annual Report when they become available.

(b) Financial information and operating data consisting of (i) the Issuer and overlapping indebtedness including a schedule of outstanding debt issued by the Issuer, (ii) property valuation information, and (iii) tax rate, levy and collection data.

*Section 5. Reporting of Significant Events.*

(a) Pursuant to the provisions of this Section 5, the Issuer will provide, in a timely manner not in excess of ten (10) business days after the occurrence of any of the following events, to the MSRB through EMMA, notice of any of the following events with respect to the Bonds (each, a "Listed Event"):

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the

tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of holders of the Bonds, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material.

(b) Upon the occurrence of a Listed Event, the Issuer shall promptly file, in a timely manner not in excess of ten (10) business days after the occurrence of the Listed Event, in an electronic format as prescribed by the MSRB and accompanied by such identifying information as is prescribed by the MSRB, a notice of such occurrence with the MSRB through EMMA. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Bondholders of affected Bonds pursuant to the Resolution.

*Section 6. Termination of Reporting Obligation.* The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

*Section 7. Dissemination Agent.* The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

*Section 8. Amendment; Waiver.* Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

*Section 9.* Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

*Section 10.* Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

*Section 11.* Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

*Section 12.* Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: \_\_\_\_\_, 2018

BOROUGH OF MOONACHIE, IN THE  
COUNTY OF BERGEN, NEW JERSEY

By: \_\_\_\_\_  
Chief Financial Officer

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Borough of Moonachie, in the County of Bergen, New Jersey

Name of Bond Issue: \$\_\_\_\_\_ General Improvement Bonds, Series 2018.

Dated Date: \_\_\_\_\_, 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated \_\_\_\_\_, 2018. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

BOROUGH OF MOONACHIE, IN THE COUNTY OF BERGEN, NEW JERSEY

By: \_\_\_\_\_  
Name:  
Title:

RESOLUTION#18-247

WHEREAS, 3<sup>rd</sup> quarter tax bills were due on August 1<sup>st</sup>, 2018; and

WHEREAS, the billing process has been delayed due to the delay in receiving the certified tax rate from the County for the year of 2018; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council that the extension of the Grace period for 3<sup>rd</sup> quarter tax bills is hereby confirmed from August 10<sup>th</sup>, 2018 to September 7<sup>th</sup>, 2018.

RESOLUTION#18-248

WHEREAS, a contract was awarded to Joseph Smentkowski, Inc. for the total amount of \$15,950.00 for curbside collection of grass, yard waste, and tree trimmings for the period from April 4, 2018 through August 29, 2018; and

NOW THEREFORE, BE IT RESOLVED that the extension of said contract of Joseph Smentkowski, Inc. be and is hereby confirmed for the period from August 30, 2018 through November 28, 2018 for the monthly payment of \$3,190.00.

RESOLUTION#18-249

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Borough of Moonachie for the West Commercial Avenue Project (Section 4).

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council for the Borough of Moonachie formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA - 2019 – West Commercial Ave Project - 00143 to the New Jersey Department of Transportation on behalf of the Borough of Moonachie.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Moonachie and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

RESOLUTION#18-250

WHEREAS Resolution#18-221 awarded a contract to Johnston Communications (authorized dealer for Avaya) for the proposal in the amount of \$245,472.95 under New Jersey State Contract #T-1316, #80802 for Avaya IP Office Phone Equipment, Cabling and Installation for the Municipal Building; and

WHEREAS, after review of the Proposal, it is necessary to amend Resolution#18-221 to include additional State Contract numbers and to amend the total dollar amount to \$245, 249.56 for Telecommunication Equipment, Avaya IP Office Phone Equipment, Cabling and Installation for the Municipal Building; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Moonachie that Resolution#18-221 be and is hereby amended to include additional State Contracts Numbers of 80802, 85152 and 87722 to award of the contract to Johnston Communications for the proposal in the amount of \$245,249.56 for Telecommunication Equipment, Avaya IP Office Phone Equipment, Cabling and Installation for the Municipal Building.

CAPITAL BUDGET AMENDMENT  
RESOLUTION#18-251

Whereas, the local capital budget for the year 2018 was adopted on the 24th day of May, 2018; and,

Whereas, it is desired to amend said adopted capital budget section,

Now, Therefore Be It Resolved, by the Borough Council of the Borough of Moonachie, County of Bergen, that the following amendment(s) to the adopted capital budget section of the 2018 budget be made:

FROM										
				CAPITAL BUDGET 2018	(Current Year action)					
1	2	3	4	5a	5b	5c	5d	5e	6	
PROJECT	PROJECT NUMBER	ESTIMATED TOTAL COST	AMOUNTS RESERVED IN PRIOR YEARS	2018 Budget Appropriations	Improvement Fund	Capital Surplus	Grants in Aid and Other Funds	Debt Authorized	TO BE FUNDED IN FUTURE YEARS	
	Various Improvements	\$ 600,000			\$ 10,000			\$ 190,000	\$ 400,000	
	TOTAL ALL PROJECTS	\$ 600,000			\$ 10,000			\$ 190,000	\$ 400,000	

3 YEAR CAPITAL PROGRAM 2018-2020  
Anticipated PROJECT Schedule and Funding Requirement

1	2	3	4	5						
PROJECT	PROJECT NUMBER	ESTIMATED TOTAL COST	ESTIMATED COMPLETION TIME	FUNDING AMOUNTS PER YEAR	Budget Year 2018	2019	2020	2021	2022	2023
	Various Improvements		\$ 600,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000			
	TOTAL ALL PROJECTS	\$ -		\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000			

3 YEAR CAPITAL PROGRAM 2018- 2020

SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

1 PROJECT	2 Estimated TOTAL COST	3 Budget Appropriations		4 Capital Improvement Fund	5 Capital Surplus	6 Grants in Aid And Other Funds	7 BONDS AND NOTES				
		Current Year 2018	Future Years				General	Self Liquidating	Assessment	School	
Various Improvements	\$ 600,000			\$ 60,000			\$ 540,000				
<b>TOTAL ALL PROJECTS</b>	<b>\$ 600,000</b>			<b>\$ 60,000</b>			<b>\$ 540,000</b>				

**TO**  
**CAPITAL BUDGET (Current Year Action)**  
**2018**

1 PROJECT	2 Project Number	3 Estimated Total Cost	4 Amounts Reserved in Prior Years	5a 2018 Budget Appropriations	PLANNED FUNDING SERVICES FOR CURRENT YEAR 2018					
					5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid and Other Funds	5e Debt Authorized	6 To Be Funded in Future Years	
Various Acquisitions & Improvements		\$1,225,000			\$ 41,250				\$ 783,750	\$400,000
Various Sewer Acquisitions & Improvements		80,000			4,000				76,000	
<b>TOTAL ALL PROJECTS</b>		<b>\$1,305,000</b>			<b>\$ 45,250</b>				<b>\$ 859,750</b>	<b>\$400,000</b>

**3 YEAR CAPITAL PROGRAM 2018 - 2020**  
**Anticipated PROJECT Schedule and Funding Requirement**

1 PROJECT	2 PROJECT NUMBER	3 ESTIMATED TOTAL COST	ESTIMATED COMPLETION TIME	Budget Year 2018	5 FUNDING AMOUNTS PER YEAR				
					2019	2020	2021	2022	2023
Various Acquisitions & Improvements		\$ 1,225,000		\$825,000	\$200,000	\$ 200,000			
Various Sewer Acquisitions & Improvements		80,000		80,000					
<b>TOTAL ALL PROJECTS</b>		<b>\$ 1,305,000</b>		<b>\$905,000</b>	<b>\$200,000</b>	<b>\$200,000</b>			

**3 YEAR CAPITAL PROGRAM 2018 - 2020**  
**SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS**

1	2 Estimated	3 Budget Appropriations		4 Capital Improvement	5 Capital	6 Grants in Aid and	7 BONDS AND NOTES			
		Current	Future				Self			

PROJECT	TOTAL COST	Year 2018	Years	Fund	Surplus	Other Funds	General	Liquidating	Assessment	School
Various Acquisitions & Improvements	\$1,225,000			\$ 61,250			\$1,163,750			
Various Sewer Acquisitions & Improvements	80,000			4,000				\$ 76,000		
<b>TOTAL ALL PROJECTS</b>	<b>\$1,305,000</b>			<b>\$ 65,250</b>			<b>\$1,163,750</b>	<b>\$ 76,000</b>		

ROLL CALL: Bauer, Cirillo, Martinez, Wende.  
All ayes. So ordered.

Motion by C/Kinsella and second by C/Cirillo to approve the following Resolution:

**RESOLUTION #18-252**

WHEREAS, N.J. S.A. 10:4-12 allow for a public body to go into closed session during a public meeting, and

WHEREAS, the Mayor and Council of the Borough of Moonachie has deemed it necessary to go into closed session to discuss certain matters which are exempt from the public, and

WHEREAS, the regular meeting of this governing body will reconvene,

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Moonachie will go into closed session for the following reason as outlined in N.J.S.A. 10:4-12:

- Any matter involving the employment, appointment, termination of employment, disciplinary action unless individual requests a public meeting.
- Any collective bargaining agreement.

ROLL CALL: Bauer, Cirillo, Kinsella, Martinez, Wende.  
All ayes. So ordered.

REGULAR MEETING OF SEPTEMBER 27, 2018:

NEW BUSINESS:

CONSENT RESOLUTIONS:

All matters listed bellows are considered to be routine in nature and will be enacted by one motion and second.

Motion by C/Cirillo and second by C/Wende to approve the following Resolutions:

**RESOLUTION #18-253**

WHEREAS, L +C Design Consultant, PA submitted the following invoices:

Temporary Utilities/Relocation(Additional Services)	\$7,700.00
Telecommunications/Security (Additional Services-Ongoing)	\$905.00
Police Dept. Telecommunications System (Additional Services-Ongoing)	\$4,175.00
Building Telecommunications System (Additional Services-Ongoing)	\$5,670.00
AT& T Cellular Antenna ( Additional Services)	\$6,805.00
AT& T Cellular Antenna (Additional Services)	\$195.00
<b>TOTAL</b>	<b>\$25,450.00</b>

BE IT RESOLVED, by the Mayor and Council of the Borough of Moonachie that the payment in the total amount of \$25,450.00 for various professional services for of New Municipal building to L+C Design Consultant, PA be and is hereby approved.

RESOLUTION #18-254

BE IT FURTHER RESOLVED by the Mayor and Council that the payments in the amount of \$9,300.00 for month of August, 2018 to Millennium Strategies, LLC for professional services for the FEMA grants Management and Administration be and is hereby approved.

RESOLUTION #18-255

BE IT RESOLVED by the Mayor and Council of the Borough of Moonachie that the proper officers be and are hereby authorized to refund the following overpayments of taxes due to Tax Court of New Jersey Judgment for Midway Industrial Terminal LLC and Paradiso & Rosen/Adriana Paradiso:

<u>Year</u>	<u>Block</u>	<u>Lot</u>	<u>Amount</u>
2013	59	3	\$8,102.31
2014	59	3	\$8,344.17
2015	59	3	<u>\$8,802.87</u>
		TOTAL	\$25,249.35

BE IT FURTHER RESOLVED, that the tax overpayment in the amount of \$25,249.35 shall be made payable to "Archer & Greiner, P.C. as Trustee for Midway Industrial Terminal LLC and Paradiso & Rosen/Adriana Paradiso and mailed to Archer & Greiner, P.C., 101 Carnegie Center, 3<sup>rd</sup> Floor, Suite 300, Princeton, NJ 08540.

RESOLUTION#18-256

**WHEREAS**, the Mayor and Council of the Borough of Moonachie have been advised of the proposed settlement of a Tax Appeal filed on behalf Schiff Bio Foods Products Inc./S.R.H. Corporation, under Docket Nos.: 004914-2013; 007606-2017; 00785-2018

**WHEREAS**, the said Governing body has been advised as to the merits of the subject Tax Appeal by legal counsel, expert appraisal personnel hired by the Borough as well as the Borough Tax Assessor; and

**WHEREAS**, the proposed Tax Appeal settlement components are as set forth in Schedule "A" attached hereto and made a part hereof; and

**WHEREAS**, it is in the best interest of the Borough of Moonachie to settle the subject Tax Appeal in accordance with the settlement proposal set forth hereinabove.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Moonachie that settlement of the said Tax Appeal be finalized in accordance with Schedule "A" attached and with respect to same, the Mayor, Borough Administrator and/or any other appropriate official is hereby authorized to perform any act in order to effectuate the purposes set forth in this Resolution.

**BE IT FURTHER RESOLVED** that the Certificate of Availability of Funds pursuant to N.J.S.A.40A:4-57 has been certified to by the Chief Finance Officer and is attached hereto and made a part hereof.

SCHIFF BIO FOODS PRODUCTS INC., / S.R.H. TAX COURT OF NEW JERSEY

Plaintiff,

DOCKET NOS. 04914-13/007606-17  
007825-18

BOROUGH OF MOONACHIE  
Defendant

CIVIL ACTION  
Block 62 Lot 8  
Stipulation of Settlement

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block:	62		
Lot:	8		
Street Address:	121 Moonachie Avenue		
Tax Year:	2013		
	<u>Original Assessment</u>	<u>County Tax Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,257,500	\$	\$2,257,500
Improvements	\$3,061,800	\$	\$2,592,500
Total	\$5,319,300	\$	\$4,850,000

2. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block:	62		
Lot:	8		
Street Address:	121 Moonachie Avenue		
Tax Year:	2017		
	<u>Original Assessment</u>	<u>County Tax Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$1,960,500	\$	
Improvements	\$3,420,400	\$	
Total	\$5,380,400	\$	WITHDRAW

3. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block:	62		
Lot:	8		
Street Address:	121 Moonachie Avenue		
Tax Year:	2018		
	<u>Original Assessment</u>	<u>County Tax Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$1,960,000	\$	\$1,960,000
Improvements	\$3,578,700	\$	\$2,540,000
Total	\$5,538,700	\$	\$4,500,000

4. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted by the tax years 2014 and 2015 and, therefore agree that the provision of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property reference to herein for said Freeze Act years. No Freeze Act year(s) shall be basis for application of the Freeze Act for any subsequent year(s).

5. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as

they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
7. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by the taxpayer, shall not be paid provided the tax refund is paid in accordance with paragraph 6 hereof.
8. Pre-judgment interest is waived on the condition that when Judgment is entered on this Stipulation of Settlement, the refund is paid within 90 days from the date of the entry of Judgment. It is expressly understood that all refunds, together with any interest which may become due as a result of the judgment to be entered shall be made payable to S.R.H. Corporation and received by S.R.H. Corporation, c/o Bruce Koppel, Esq., 10 Depot Square, P.O.B. 348, Englewood, NJ 07631 within 90 days from entry of judgment. The interest waiver in this paragraph and paragraph 5 shall be null and void in the event of failure to fully comply with the provisions of this paragraph, both as to the time and manner of making the payment.
9. The provisions of Paragraph 5 and 6 herein shall survive the entry of the judgment, remain in full force and effect and be subject to any appropriate action for enforcement of the provisions.

Bruce S. Koppel, Esq.  
Attorney for the Plaintiff

Herbert & Weiss  
Attorney for the Borough of Moonachie  
Helene C. Herbert, Esq.  
Attorney for Defendant

#### RESOLUTION #18-257

BE IT RESOLVED by the Mayor and Council of the Borough of Moonachie that the Mayor and Clerk is hereby authorized to sign a Professional Service Agreement with the County of Bergen for purpose of providing Flu vaccination clinic for the residents of the Borough of Moonachie.

#### RESOLUTION#18-258

#### **OPPOSING PROPOSED RATE INCREASE BY SUEZ WATER**

**WHEREAS**, On May 31, 2018 Suez Water New Jersey filed a petition for approval of a rate increase to the Board of Public Utilities; and

**WHEREAS**, the requested rate increase would affect the Consumption and Monthly Facilities Charges for all consumers who service is provided by eleven (11) different meter sizes ranging from 5/8" up to 12", and

**WHEREAS**, the actual rate increase for each of the eleven (11) meter sizes equates to an actual 65.5% rate increase, and

**WHEREAS**, the actual monthly dollar amount of the proposed rate increase ranges from \$7.12 for the 5/8" to \$1,175.40 for the 12" meter sizes, and

**WHEREAS**, The SUEZ Water Utility Notice states that the Company is requesting an overall increase in water revenues of \$32,104,860 or 12.05%, and

**WHEREAS**, the Borough of Moonachie, and all Municipalities in the State are restricted to a Two Percent (2%) Annual CAP within the budget and utilities fall within the State mandated CAP, and

**WHEREAS**, any increase beyond two percent (2%) has a very chilling effect of municipal budgets; and

**WHEREAS**, every increase of over 2%; comes at a direct cost to municipal budgets reducing available funds in the balance of the budget, and

**WHEREAS**, utility costs cannot be bid or negotiated, any increase must be incorporated into the budget, regardless of available funds; and

**WHEREAS**, Homeowners and businesses report annual wage increases of less than 2% annually, State, County, Municipal and School budgets are stressed to a point of breaking; and

**NOW THEREFORE, BE IT RESOLVED**, that SUEZ Water New Jersey not be granted this exorbitant increase, be mandated instead to provide service within the budget parameters mandated by the State on all government agencies within the State with any future rate increases in a timely and appropriate manner consistent with State mandate for public budgets, and approved so any increase can be placed within the budget in a timely manner; and

**BE IT FURTHER RESOLVED**, that the Borough of Moonachie strongly opposes the 65.5% meter rate hike overall that Suez Water New Jersey is currently requesting so that this public utility will be able to earn 12.05% more than it did in previous years and urges the Board of Public Utilities to consider an appropriate raise, if any, to be slowly and incrementally placed to reflect the 2% CAP imposed by the State on all government agencies, and that the Board of Public Utilities be keenly aware that rate increases have the chilling effect of causing the State of New Jersey to continue to hold the lead as one of the MOST TAXED STATES IN THE UNION, and

**BE IT FURTHER RESOLVED**, that copies of this resolution be sent to Governor Murphy, our State Legislators, all Bergen County municipalities, Honorable Jacob S. Gertsman, Office of Administrative Law and Honorable Aida Camacho-Welch, Secretary, Board of Public Utilities.

#### RESOLUTION #18-259

**WHEREAS**, Two Brothers Contracting, Inc. submitted an invoice for Payment No. 24 for work performed and material furnished in the construction of Moonachie Municipal Building in the amount of \$434,370.30; and

**WHEREAS**, L+C Design Consultants PA and Borough Attorney reviewed and approve the payment as presented; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council that the payment in the amount of \$434,370.30 to Two Brothers Contracting, Inc. be and is hereby approved.

#### RESOLUTION #18-260

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Moonachie that the payment in the amount of \$13,695.00 for professional services for Redesign Reduced Scope of New Municipal building to L+C Design Consultant, PA be and is hereby approved.

#### RESOLUTION #18-261

**WHEREAS**, the Borough of Moonachie, has determined that certain personal property described on the attached schedule is no longer needed for Borough and/or public purposes; and

**WHEREAS**, N.J.S.A. 40A:11-36 allows the Borough of transfer personal property to any subdivision of the State of New Jersey by private transfer and/or sale without advertising for bids; and

WHEREAS, 2003 Crown Victoria (Vin: 2FAFP71W73X160454) and 1991 International Truck ( Vin: 1HTSCNEN5MH349635) which are no longer utilized for Borough purposes in accordance with pertinent New Jersey Law.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Moonachie as follows:

1. The attached schedule of Borough's property is hereby declared to be surplus and no longer needed for Borough and/or public purposes:
2. The estimated fair value of the property to be transferred does not exceed the amount set forth in or calculated by the State pursuant to NJSA 40A:11-36 and the cost to the Borough to continue storage and /or maintenance of the said vehicles not needed for Borough purposes exceeds the estimated fair value of said vehicles;
3. The Borough hereby donated to the Bergen County Technical School/Bergen County EMS 2003 Crown Victoria (Vin: 2FAFP71W73X160454) and 1991 International Truck (Vin: 1HTSCNEN5MH349635) for training purposes.

BE IT FURTHER RESOLVED, that the Mayor and/or Municipal Clerk are hereby authorized and directed to execute the necessary documents to effectuate said transfer.

#### RESOLUTION #18-262

BE IT RESOLVED by the Mayor and Council of the Borough of Moonachie that the purchase of a Generator, 25KM output and greater from Generator Joe Inc., 4723 Muirfield Court, Santa Rosa, CA 95405-5579 in the total amount of \$109,093.31 (Generator-\$105,624.31 and Freight- \$3,469.00) under New Jersey State Contract #G-8054 #85477 is hereby authorized.

BE IT FURTHER RESOLVED, the payment in the amount of \$109,093.31 (Generator-\$105,624.31 and Freight- \$3,469.00) to Generator Joe Inc., 4723 Muirfield Court, Santa Rosa, CA 95405-5579 for the purchase of a Generator, , 25KM output and greater be and is hereby approved.

#### RESOLUTION #18-263

BE IT RESOLVED by the Mayor and Council of the Borough of Moonachie that Richard Ippolito, Jr. be and is hereby appointed as Part-time Police Communication Clerk at the hourly rate of \$19.10.

ROLL CALL: Bauer, Cirillo, Wende.  
All ayes. So ordered.

C/Kinsella entered the meeting at 8:09 P.M.

Attorney Migliorino -spoke about the out of consent Resolution, and mentioned that C/Wende had a concern about a conflict due to being in a particular Union and advised that he is able to vote on this Resolution.

Mayor Vaccaro-mentioned that this power Plant is going to supply power to New York City and there will no benefit to New Jersey , it will be near residential area.

OUT OF CONSENT:

Motion by C/Bauer and second by C/Cirillo to approve following Resolution:

#### RESOLUTION#18-264

WHEREAS, Los Angeles-based Diamond Generating Corporation, a subsidiary of Mitsubishi, has proposed and has requested permits to build a \$1.5B, 1,200-MW natural gas-fired power plant in North Bergen, NJ on a 15-acre parcel near Railroad Avenue on the banks of Bellman's Creek. The electric energy produced by this plant would be transmitted by a 6.5 mile, 345-kV underground and submarine cable under the Hudson River via the Susquehanna Tunnel to connect with ConEd's substation on West 49<sup>th</sup> Street in Manhattan. All of this electricity would be used by ConEd in New York. The project is anticipating permit approvals by the Environmental Protection Agency and

the New Jersey Department of Environmental Protection by the end of 2019, and to be operational by 2022;<sup>1</sup> and

WHEREAS, this natural gas plant would be one of the largest sources of air pollution and greenhouse gas emissions in New Jersey;<sup>2</sup> and

WHEREAS, the municipality and Borough Council of the Borough of Moonachie has a principal responsibility to protect the health and safety of its residents, businesses and institutions; and

WHEREAS, the people and environment of New Jersey have been increasingly subjected to a build-out of natural gas infrastructure, including but not limited to pipelines and distribution networks, compressor stations, power plants, combustion heating systems, metering and regulation stations, and pigging stations; and

WHEREAS, peer-reviewed scientific studies<sup>3</sup> link exposure between air pollutants emitted from natural gas infrastructure facilities and neurological, cardiovascular and respiratory disease, cancer, birth defects, and other adverse health impacts. Acute health impacts from these toxic exposures can cause burning eyes, headaches, breathing difficulty and nausea for nearby populations and can exacerbate health problems. Chronic health impacts can include certain types of cancer as well as damage to lungs, liver, kidneys, reproductive, nervous and cardiovascular systems; and

WHEREAS, the American Medical Association acknowledges the hazards of natural gas infrastructure and associated adverse health impacts

WHEREAS, the National Ambient Air Quality Standards (NAAQS) are based on average population risks across a large area over a long period of time but do not adequately address human toxicity for residents living in close proximity to natural gas infrastructure or where they are subject to episodic high exposures during events such as blowdowns; and

WHEREAS, on Feb. 7, 2010 a gas blow operation was being performed at the Kleen Energy Systems LLC power plant construction site in Middletown, Conn. in which flammable natural gas was pumped under high pressure through new fuel gas lines to remove debris. During this operation, an extremely large amount of natural gas was vented into areas where it could not easily disperse. Welding and other work was being performed nearby, creating an extremely dangerous situation. An explosion occurred when the gas contacted an ignition source taking the lives of six workers and injuring 50 others<sup>4</sup>; and,

WHEREAS, the top 11 electric plant operators in the U.S. have been fined over \$13.3B since 2000 for 161 environmental violations, and<sup>5</sup>

WHEREAS, current protocols used for assessing compliance with ambient air quality standards do not adequately determine intensity, frequency or durations of actual human exposures to pollutants and mixtures of pollutants emitted from natural gas infrastructure, noting that periodic 24-hour average measures can underestimate actual exposures by an order of magnitude;

WHEREAS, gas infrastructure facilities can annually emit into the air hundreds of tons of pollutants including particulate matter, toxic chemicals such as sulfur dioxide, mercury, and criteria pollutants (such as nitrogen oxides which cause smog, acid rain and contribute to ozone production),<sup>6</sup> some of which are known carcinogens such as benzene and formaldehyde, and can also be sources of radioactive contamination<sup>7</sup> and are known to increase the severity of asthma and other respiratory diseases. Particulate matter, once inhaled, can affect the heart and lungs and cause serious health effects including lung cancer. Long-term exposure to ozone is linked to aggravation of asthma, emphysema, and

chronic bronchitis, and it is likely to be one of many causes of asthma development. Long-term exposures to ozone may also be linked to permanent lung damage, such as abnormal lung development in children. Both ozone and particulate pollution have been linked to premature death, cardiovascular harm and increased susceptibility to infections. Recent studies have also linked air pollution to increases in obesity, diabetes, Parkinson's disease, Alzheimer's and other forms of dementia and stroke.<sup>8</sup> People most at risk from breathing air containing ozone include people with asthma, children, older adults, and people who are active outdoors, especially outdoor workers; and

WHEREAS, people who live or work in close proximity to natural gas infrastructure facilities such as power plants and compressors are most at risk—particularly developing fetuses, children, the elderly, and those with cardiovascular, lung or respiratory problems and other vulnerable subpopulations, although under certain weather and terrain conditions, these pollutants can have a wider impact. Some homes in New Jersey are within 3,000 feet of the proposed plant and Harlem/Upper Manhattan (where one in four children suffers from asthma), which is downwind of the prevailing winds, is within 3.6 miles; and

WHEREAS, based on the American Lung Association "State of the Air 2018" report, the counties of Bergen and Hudson, which will be most impacted by emissions from this power plant already have significant populations (in some cases the largest in New Jersey), with pediatric and adult asthma, COPD, lung cancer, cardiovascular disease and diabetes,<sup>9</sup> whose conditions will only be exacerbated by additional volumes of air pollution; and

WHEREAS, developing fetuses and children are uniquely vulnerable to exposures as they receive proportionally greater doses of pollutants than adults and have immature organs and detoxification systems<sup>10</sup>; and

WHEREAS, methane is the primary ingredient of natural gas and leaks at every system stage, including extraction, processing, transmission, distribution, and end-use consumption; and

WHEREAS, methane is an extremely potent greenhouse gas with a global warming potential that is 34 times that of carbon dioxide over a 100-year timeframe and 86 times that of carbon dioxide over a 20-year timeframe; and

WHEREAS, methane emissions from gas power plants may be considerably higher than previously thought. A 2017 study<sup>11 12</sup> found that gas-fired power plants released more than 20 times more methane than the facilities had estimated; and

WHEREAS Bergen County and Hudson County (proposed site of the North Bergen plant) already receive grades of 'F' from the American Lung Association for ozone air pollution,<sup>13</sup> the new plant will increase the concentration of ground ozone, increase the health hazards and risks from this pollutant and make it even more difficult to reduce the level of this pollutant. Conditions such as chronic obstructive pulmonary disease (COPD)—a long-lasting obstruction of the airways—can be exacerbated by even small increases in elevated ozone levels (e.g., an increment of 10 ppb), with a corresponding effect on public health and health care costs. As with chronic lung disease, even a small increase in the previous week's average ozone level has substantial effects on death rates. One study showed that a small (10 ppb) increase in ozone pollution was associated with a 0.52 percent increase in deaths per day. This study found that an estimated 3,700 deaths annually in the U.S. could be attributed to this small increase in daily ozone levels;<sup>14</sup> and

Whereas New Jersey's environmental justice communities already have some of the worst air quality in the nation, building another massive gas power plant will only exacerbate their plight; and

WHEREAS, municipalities to the North and Northeast of the proposed gas-fired plants will be particularly impacted by the Palisades ridge to the East that will prevent pollution from being easily dispersed to the East on prevailing westerly winds; and

WHEREAS, the proposed gas-fired electric plant will be approximately one mile from an existing gas-fired electric plant operated by PSE&G that is already one of the largest sources of air pollution in New Jersey and which already produces over 2 million metric tons of CO<sub>2</sub> annually; and

WHEREAS, of the top 10 companies (parent corporations) most penalized for environmental violations in the US, nine are in the petroleum and energy industry and five are in the electric energy production industry (American Electric Power, Duke Energy, Dominion Energy, FirstEnergy and Alliant Energy);<sup>15</sup> and

WHEREAS, the proposed gas-fired plant will produce limited economic benefits to the town of North Bergen and, to a lesser degree, surrounding towns, this will primarily occur during the construction phase<sup>16</sup> (due, in part, to the fact that NJ electrical generating equipment is exempt from property tax) and after that the residents of these towns will continue to incur the health care costs associated with increased pollution for another 30 to 40 years;

WHEREAS, the annual health impacts of burning 1 (one) Bcf/day in the NY/NJ metropolitan area are estimated to be:<sup>17</sup>

<b>Impact</b>	<b>Incidents per year</b>	<b>Societal Value*</b>	<b>Direct Medical and Other Costs</b>
Premature Mortality	35.3	\$238,712,000	\$10,585,000
Chronic Bronchitis	22.3	\$10,554,000	\$2,700,000
Hospital+ER visits	32.8	\$432,000	\$345,000
Asthma Attacks	724.5	\$43,000	\$42,000
Respiratory Symptoms	32,720	\$1,190,000	\$1,190,000
Work Loss Days	6,374	\$1,160,000	\$1,079,000
Mercury Related	NA	\$12,277,000	\$13,277,000
<b>Total</b>		<b>\$265,369,000</b>	<b>\$29,217,000</b>

\*Costs to consumers for which they are not reimbursed.

WHEREAS, an alternative approach to producing electricity from solar panels would avoid all of the environmental and health issues noted in this resolution while still providing new jobs and other financial benefits to local towns and would be in conformance with Governor Murphy's goal to increase the use of renewable energy even if all of the electricity was sold to New York City, could potentially gain local support and should be considered; and

WHEREAS, the NJ Work Environmental Council has stated, "Climate justice is worker justice. We stand together for both worker protections and strong climate policies because we can't have one without the other. An injury to the planet is an injury to us all;"<sup>18</sup> and

WHEREAS, the proposed gas-fired plant will provide electric energy to New York only, residents of Hudson and Bergen Counties and the rest of New Jersey will only incur the health care costs and environmental degradation caused by the plant during construction and operation; and

WHEREAS, the gas-fired power plant represents a direct threat to one of the state's most crucial ecological resources. Wetlands such as the Meadowlands serve many beneficial functions. They are a natural filtration system, purifying our water. They preserve biodiversity by hosting a number of plant and animal species. They play a crucial role in flood mitigation by absorbing storm waters, protecting urban or residential communities in nearby flood zones. The construction of and pollution from the proposed plant could affect quantity and quality of water flows, thereby harming the delicate animal and plant habitats in the wetlands and undermining their critical hydrological functions. The rehabilitation of the Meadowlands, which has been a triumph for the local

groups that have worked hard to recover this area, would be squandered in order to provide power to New York City residents; and

WHEREAS, the plant will be within the half mile US DOT Evacuation Zone for oil train derailments which have been known to explode and can only be handled by letting them burn out; and

WHEREAS, location of the plant conflicts with the Regional Plan Association's 2017 finding of the Meadowlands being at risk from sea level rise. The RPA's Fourth Regional Plan<sup>19</sup> found that "of all the places in the tri-state region challenged by increased flooding from climate change, the New Jersey Meadowlands is at greatest risk." It also concluded that "The Meadowlands are also likely to be one of the first places to be permanently inundated from sea-level rise."; and

WHEREAS, construction would require digging a 40 foot trench through the Meadowlands to connect to Williams' Transco Pipeline, thus risking damage to sensitive wetlands. The connection to the Williams pipeline may require upgrades to the line and expansion of its compressor station at Riverdale risking increases in dangerous emissions from the compressor station; and

WHEREAS, the owners of the proposed gas-fired plant have stated this is being built to replace the energy that will be lost when the Indian Point Nuclear Plant is closed,<sup>20</sup> a 2017 study by Hudson Riverkeeper and the Natural Resources Defense Counsel states, "By 2023, assumed new energy efficiency and required new renewable energy [will] provide as much output as IPEC would have produced."<sup>21</sup>; and

WHEREAS, the proposed gas-fired plant will require 8.6M gallons of sewage discharge wastewater per day which will allow evaporation of chemicals in the water to contribute to the existing levels of air pollution; and

WHEREAS, the proposed plant will require diesel generator backups for winter gas shortage situations which in turn will require storage of 1M gallons of diesel fuel onsite which has inherent risks of spills and leakage which would produce additional air pollution as well as ground pollution to sensitive wetlands and nearby water bodies; and Whereas, the gas-fired plant will require on site storage of chemicals such as ammonia, bleach and acids as well as trucks to supply these products this increases the potential for spills into nearby wetlands and streams; and

WHEREAS, the proposed gas-fired plant will increase the volume of fracked-gas used in New Jersey which will also increase the drilling and associated environmentally destructive activities associated with its production and transport<sup>22</sup> as well as increased pressure on New Jersey and the Delaware River Basin Commission to accept fracked waste water for disposal; and

WHEREAS, the proposed gas-fired plant will utilize fracked natural gas thus increasing the amount of energy produced by fossil fuels in direct opposition to Governor Murphy's commitment to moving New Jersey to 100% clean renewable energy usage. This type of massive fossil fuel infrastructure will last for several decades due to its large sunk costs (\$1.5B). This will increase long-term dependence on dirty fossil fuels and their associated environmental damage and health risks and is incompatible with the administration's energy goals. The average New Jersey gas-fired power plants went online 23 years ago and 13 percent of the state's gas plants went online more than 40 years ago.

NOW THEREFORE, BE IT RESOLVED that the municipality and Borough council of the Borough of Moonachie in the interest of protecting its residents, businesses and institutions, as of June 20, 2018, strongly opposes construction of the North Bergen Liberty Generating power plant.

BE IT FURTHER RESOLVED, that the Borough Clerk shall forward this Resolution to:

- New Jersey Governor Phil Murphy
- Commissioner of the NJ Department of Environmental Protection
- State Senator Paul Sarlo
- State Assemblypersons Clinton Calabrese and Gary Schaer
- Food and Water Watch, 100 Bayard Street, Suite 310, New Brunswick, NJ 08901
- The Sierra Club – New Jersey Chapter, 145 W. Hanover Street, Trenton NJ 08618
- Hackensack Riverkeeper
- Hudson County Freeholders and Administration and all Hudson County Municipal Councils, Boards of Health and Environmental Commissions
- Bergen County Freeholders and Administration and all Bergen County Municipal Councils, Boards of Health and Environmental Commissions
- League of New Jersey Municipalities
- NJ Advance Media

<sup>1</sup> <https://www.northjersey.com/story/news/environment/2018/04/10/new-power-plant-meadowlands-electricity-nyc/503255002/>  
<http://newyork.cbslocal.com/2018/04/25/meadowlands-natural-gas-plant-proposal/>

<sup>2</sup> New Jersey Sierra Club May 2018 E-newsletter,  
<https://spark.adobe.com/page/1cwq37BdNLoxg/>

<sup>3</sup> PSE for Healthy Energy Repository for Oil and Gas Energy  
 Research: <https://www.psehealthyenergy.org/our-work/shale-gas-research-library/>

<sup>4</sup> <https://www.osha.gov/news/newsreleases/national/08052010>

<sup>5</sup>  
[https://violationtracker.goodjobsfirst.org/prog.php?major\\_industry\\_sum=utilities+and+power+generation](https://violationtracker.goodjobsfirst.org/prog.php?major_industry_sum=utilities+and+power+generation)

<sup>6</sup> Criteria air Pollutants (CAP), or criteria pollutants, are a set of [air pollutants](#) that cause [smog](#), [acid rain](#), and other health hazards. CAPs are typically emitted from many sources in [industry](#), [mining](#), [transportation](#), [electricity generation](#) and [agriculture](#). In many cases they are the products of the [combustion](#) of [fossil fuels](#) or industrial processes.

<sup>7</sup> Environmental Health Project Report, October 2017: Health Effects Associated with Stack Chemical Emissions from NYS Compressor Stations: 2008-2014: <http://www.environmentalhealthproject-ny.org/>

<sup>8</sup> <https://www.sciencenews.org/article/list-diseases-linked-air-pollution-growing>

<sup>9</sup> Numbers of residents in 2017 in each county with the diseases shown:

County	Pediatric Asthma	Adult Asthma	COPD	Lung Cancer	Cardiovascular Disease	Diabetes	Poverty Estimate
Bergen	16,376*	61,021*	47,586*	525*	62,375*	70,715*	63,789
Hudson	11,286	44,533	29,582	379	36,091	40,122	104,660

\*Highest volume in New Jersey

<sup>10</sup> Reducing the staggering costs of environmental disease in children, estimated at \$76.6 billion in 2008, Trasande, L, et al, Health Affairs, May 2011: <https://www.ncbi.nlm.nih.gov/pubmed/21543421>

<sup>11</sup> Food & Water Watch

<sup>12</sup> <https://www.desmogblog.com/2017/03/20/natural-gas-power-plants-fracking-methane>

<sup>13</sup> American Lung Association 2018 State of the Air report  
<http://www.lung.org/our-initiatives/healthy-air/sota/city-rankings/states/new-jersey/>  
 Shows Hudson and Bergen Counties with grade of F for high ozone days and 22 orange days each

<sup>14</sup>[https://www.ucsusa.org/sites/default/files/legacy/assets/documents/global\\_warming/climate-change-and-ozone-pollution.pdf](https://www.ucsusa.org/sites/default/files/legacy/assets/documents/global_warming/climate-change-and-ozone-pollution.pdf)

15

[https://violationtracker.goodjobsfirst.org/prog.php?parent=&major\\_industry\\_sum=utilities+and+power+generation&primary\\_offense\\_sum=environmental+violation&agency\\_sum=&hq\\_id\\_sum=&company\\_op=starts&company=&major\\_industry%5B%5D=&all\\_offense%5B%5D=&penalty\\_op=%3E&penalty=&agency\\_code%5B%5D=&pen\\_year%5B%5D=&pres\\_term=&free\\_text=&case\\_type=&ownership%5B%5D=&hq\\_id=&naics%5B%5D=&state=&city=](https://violationtracker.goodjobsfirst.org/prog.php?parent=&major_industry_sum=utilities+and+power+generation&primary_offense_sum=environmental+violation&agency_sum=&hq_id_sum=&company_op=starts&company=&major_industry%5B%5D=&all_offense%5B%5D=&penalty_op=%3E&penalty=&agency_code%5B%5D=&pen_year%5B%5D=&pres_term=&free_text=&case_type=&ownership%5B%5D=&hq_id=&naics%5B%5D=&state=&city=)

<sup>16</sup> North Bergen Liberty Generating, LLC, Economic and Fiscal Analysis  
[https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=2ahUKEwj7o2U8ezaAhXPwVkJHbRSAJAQFjAAegQIABAAQ&url=http%3A%2F%2Fdocuments.dps.ny.gov%2Fpublic%2FCommon%2FViewDoc.aspx%3FDocRefId%3D%257BCF578449-B169-4EAF-9661-BE1A91A35A3B%257D&usg=AOvVaw2pa9f00UCw90mDPB\\_Zv620](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=2ahUKEwj7o2U8ezaAhXPwVkJHbRSAJAQFjAAegQIABAAQ&url=http%3A%2F%2Fdocuments.dps.ny.gov%2Fpublic%2FCommon%2FViewDoc.aspx%3FDocRefId%3D%257BCF578449-B169-4EAF-9661-BE1A91A35A3B%257D&usg=AOvVaw2pa9f00UCw90mDPB_Zv620)

Shows assumptions and model for financial benefits from the plant.

<sup>17</sup> <https://www.sierraclub.org/sites/www.sierraclub.org/files/sce-authors/u1997/HCWH%20pipeline%20health%20impacts.pdf>

<sup>18</sup> <http://www.njspotlight.com/stories/18/04/30/op-ed-workers-and-environmentalists-stand-in-solidarity-on-climate/>

<sup>19</sup> <http://library.rpa.org/pdf/RPA-4RP-Places.pdf>

<sup>20</sup> <https://www.utilitydive.com/news/mitsubishi-subsiary-seeks-permits-for-15b-gas-plant-to-send-power-to-ny/521146/>

<sup>21</sup> <https://www.riverkeeper.org/wp-content/uploads/2017/03/Clean-Energy-for-New-York-16-121-02-23-2017.pdf>

Important caveat: New York will require an aggressive energy efficiency policy framework in order to secure the improvements needed to obtain the energy efficiency levels modeled in this analysis. Critically, such a policy framework is not currently in place in New York for attaining the levels of energy efficiency contemplated.

<sup>22</sup> PSR/CHPNY Compendium 5th Edition (March 2018): [http://concernedhealthny.org/wp-content/uploads/2018/03/Fracking\\_Science\\_Compendium\\_5FINAL.pdf](http://concernedhealthny.org/wp-content/uploads/2018/03/Fracking_Science_Compendium_5FINAL.pdf)  
ROLL CALL: Bauer, Cirillo, Kinsella- ayes, Wende- no

Three ayes and one no. Motion carried.

#### BILLS:

Motion by C/Bauer and second by C/Cirillo to approve the payment of bills.

CHECK	CURRENT ACCOUNT	AMOUNT
2081	AGE'S AUTO LLC.	12,755.54
2082	CIT-NJ CENTER IF EXCELLENCE PR	160.00
2083	LERCH, VINCI & HIGGINS	10,800.00
2084	NATIONAL FIRE PROTECTION ASSOC	175.00
2085	NATURE'S CHOICE CORPORATION	978.00
2086	MILLENIU STRATEGIES	9,300.00
2087	MODSPACE	2,600.00
2088	SOL RIVERA-VILLON	150.00
2089	VIP CAR WASH	60.00
2090	BERGEN MUNICIPAL EMPLOYEE	102,394.00

	BENE	
2091	BOARD OF EDUCATION	693,829.17
2092	INTERNATIONAL CODE COUNCIL	289.90
2093	VERIZON	275.01
2094	TIME WARNER CABLE	144.99
2095	MILLENIUUM STRATEGIES	1,500.00
2096	STAPLES BUSINESS ADVANTAGE	54.42
2097	V.E. RALPH & SON INC.	106.30
2098	MODSPACE	2,600.00
2099	MICROSYSTEMS-N.J. COM LLC.	120.00
2100	ASSOCIATED APPRAISAL GROUP	540.00
2101	MUNICIPAL INFORMATION SYSTEM I	1,350.00
2102	SUEZ WATER NEW JERSEY	106.36
2103	TREASURER, STATE OF NEW JERSEY	225.00
2105	BOSWELL ENGINEERING	1,840.00
2106	PANORAMA TOURS INC.	575.00
2107	TIME WARNER CABLE	224.85
2109	PITNEY BOWES GLOBAL FINAN.SERV	584.10
2110	AQUA FRESCA AND JAVA LLC	150.00
2111	JOSEPH SMENTKOWSKI INC.	13,050.83
2112	RACHLES/MICHELE'S OIL CO.	661.02
2113	VIP CAR WASH	111.91
2114	METRO FIRE & SAFETY EQUIPMENT	229.30
2115	AQUA FRESCA AND JAVA LLC	150.00
2116	BOSWELL ENGINEERING	273.00
2117	REYNWOOD COMMUNICATIONS	557.16
2118	BOROUGH OF MOONACHIE PAYROLL A	153,097.08
2119	MGL PRINTING SOLUTIONS	145.00
2120	BOROUGH OF WOOD-RIDGE	5,000.00
2121	JOSEPH LICATA, ARBITRATOR	3,150.00
2122	DELAGE LANDEN FINANCIAL SERVIC	195.00
2123	DELAGE LANDEN FINANCIAL SERVIC	245.00
2124	BOROUGH OF MOONACHIE PAYROLL A	10,630.95
2125	BERGEN COUNTY UTILITIES AUTHOR	8,669.21
2126	BOSWELL ENGINEERING	184.00
2127	LOWE'S HOME CENTER INC.	18.99
2128	VERIZON	374.92
2129	ANTHONY CIANNAMEA	17.05
2130	OCCUPATIONAL MEDICINE	538.00
2131	STAPLES BUSINESS ADVANTAGE	85.64
2132	ASSOCIATED APPRAISAL GROUP	315.00
2133	AGE'S AUTO LLC.	1,245.39
2134	MANSFIELD OIL COMPANY	4,663.92
2135	PUBLIC SERVICE E & G	3,657.98
2136	SUEZ WATER NEW JERSEY	5,270.07
2137	SUEZ WATER NEW JERSEY	66.70
2138	SUEZ WATER NEW JERSEY	154.62
2139	TIME WARNER CABLE	144.94
2140	AQUA FRESCA AND JAVA LLC	348.00

2141	BERGEN COUNTY DEPT. OF HEALTH	15.00
2142	ELAN CITY	5,833.00
2143	HERBERT & WEISS ATT. AT LAW	403.20
2144	IDEMIA	5,327.38
2145	LOWE'S HOME CENTER INC.	267.68
2146	MIL COM PRODUCTS COMPANY, INC.	101.88
2147	NEW JERSEY STATE LEAGUE OF MUN	7.00
2148	RACHLES/MICHELE'S OIL CO.	400.67
2149	STAPLES BUSINESS ADVANTAGE	169.00
2150	STAPLES BUSINESS ADVANTAGE	65.26
2151	ADC COMMUNICATIONS AND ELECTRIC	2,025.00
2152	C&C TIRE	445.56
2153	PRAXAIR DIST. MID-ATLANTIC	42.47
2154	EVANS CATERING SERVICE	7.21
2155	METRO FIRE & SAFETY EQUIPMENT	215.00
2156	LOWE'S HOME CENTER INC.	161.81
2157	METROPOLITAN CENTER FOR FORENS	2,500.00
2158	ALL COVERED	1,930.00
2159	BOROUGH OF MOONACHIE TRUST ESC	1,162.11
2160	NEW JERSEY STATE LEAGUE OF MUN	605.00
2161	PSE&G COMPANY	3,770.04
2162	SUEZ WATER NEW JERSEY	96.07
2163	SUEZ WATER NEW JERSEY	54.45
2164	VERIZON	38.81
2165	VERIZON	1,097.86
2166	PRAXAIR DISTRIBUTION	152.26
2167	PRAXAIR DIST. MID-ATLANTIC	166.29
2168	PRAXAIR DISTRIBUTION	796.95
2169	NEW JERSEY FIRE EQUIPMENT	3,105.60
2170	BERGEN MUNICIPAL EMPLOYEE BENE	101,086.00
2171	COLONNELLI BROTHERS INC.	411.00
2172	PROGRESSIVE BRICK COMPANY	40.00
2173	HOMETOWN AUTO PARTS	1,007.89
2174	SUEZ WATER NEW JERSEY	96.04
2175	DELAGE LANDEN FINANCIAL SERVIC	195.00
2176	JOHNSON CONTROLS SECURITY SOL	106.52
2177	HOMETOWN AUTO PARTS	84.32
2178	PABCO INDUSTRIES	870.75
2179	JENNIFER COONEY	38.59
2180	EVANS CATERING SERVICE	48.79
2181	JOSEPH SMENTKOWSKI INC.	9,860.83
2182	C&C TIRE	248.80
2183	EARTHLINK BUSINESS	818.70
2184	LITTLE FERRY PUBLIC LIBRARY	200.00
2185	STANDARD INSURANCE	1,433.49
2186	JOHN BUSSANICH	29.17
2187	EVANS CATERING SERVICE	13.94
2188	STAPLES BUSINESS ADVANTAGE	8.99

2189	VERIZON	169.78
2190	NORTH JERSEY MEDIA GROUP	469.50
2191	JENNIFER COONEY	38.59
2192	AQUA FRESCA AND JAVA LLC	150.00
2193	LERCH, VINCI & HIGGINS	5,932.00
2194	LERCH, VINCI & HIGGINS	138.00
2195	VIP CAR WASH	72.00
2196	AUTUMN TREE SERVICE	2,000.00
2197	VANDINE	950.85
60687	BOROUGH OF MOONACHIE PAYROLL A	152,880.24
60688	BOROUGH OF MOONACHIE PAYROLL A	10,118.62
<b>TOTAL</b>		<b>1,377,619.28</b>
CHECK	CURRENT ACCOUNT	AMOUNT
2080	AGE'S AUTO LLC	VOID
2104	PITNEY BOWES PURCHASE POWER	VOID
2108	VANDINE	VOID
NON-CHECK PAYMENT	CURRENT ACCOUNT	AMOUNT
NON-CHECK PAYMENT	PRIMEFLEX	139.00
<b>TOTAL</b>		<b>139.00</b>
CHECK	TRUST ACCOUNT	AMOUNT
1547	BOSWELL ENGINEERING	281.45
<b>TOTAL</b>		<b>281.45</b>
CHECK	GENERAL CAPITAL ACCOUNT	AMOUNT
96	TWO BROTHERS CONTRACTING	434,370.30
<b>TOTAL</b>		<b>434,370.30</b>
CHECK	SEWER OPERATING ACCOUNT	AMOUNT
233	CLEARWATER SERVICES	5,265.90
234	LERCH, VINCI & HIGGINS	2,700.00
235	VERIZON	38.81
236	BERGEN MUNICIPAL EMPLOYEE BENE	14,863.00
237	VERIZON	38.81
238	EUROFINS QC. INC.	161.00
239	SPORTS TIME	1,035.00
240	BOROUGH OF MOONACHIE PAYROLL A	17,663.52
241	BOROUGH OF MOONACHIE PAYROLL A	1,226.54
242	BERGEN COUNTY UTILITIES AUTHOR	173,780.13
243	BOSWELL ENGINEERING	276.00
244	VERIZON	38.81
245	BERGEN MUNICIPAL EMPLOYEE BENE	14,863.00
246	SUEZ WATER NEW JERSEY	124.13
247	CENTRICA BUSINESS SOLUTIONS	2,481.94
248	NASSOR ELECTRICAL SUPPLY	338.37

	CO.	
249	LERCH, VINCI & HIGGINS	1,483.00
250	HADDAD ELECTRIC	500.00
251	CLEARWATER SERVICES	4,459.50
16556	BOROUGH OF MOONACHIE PAYROLL A	17,025.43
16557	BOROUGH OF MOONACHIE PAYROLL A	1,126.85
<b>TOTAL</b>		<b>259,489.74</b>
CHECK	SEWER CAPITAL ACCOUNT	AMOUNT
30	BOSWELL ENGINEERING	2,901.73
31	BOSWELL ENGINEERING	3,000.00
<b>TOTAL</b>		<b>5,901.73</b>
CHECK	DOG ACCOUNT	AMOUNT
21	N.J.DEPT.OF HEALTH & SENIOR	5.40
<b>TOTAL</b>		<b>5.40</b>
CHECK	SUMMER REC ACCOUNT	AMOUNT
78	CENTER CINEMAS	374.00
79	FIRST STUDENT BUS COMPANY	200.00
<b>TOTAL</b>		<b>574.00</b>

ROLL CALL: Bauer, Cirillo, Kinsella, Wende.  
All ayes. So ordered.

INTRODUCTION OF ORDINANCES AT THE EXECUTIVE MEETING ON  
SEPTEMBER 13, 2018:

Motion by C/Bauer and second by C/Martinez to introduce the following Ordinances:

BE IT RESOLVED that the following ordinances:

ORDINANCE#2018-5

AN ORDINANCE OF THE BOROUGH OF  
MOONACHIE, IN THE COUNTY OF BERGEN, NEW  
JERSEY, PROVIDING FOR VARIOUS ACQUISITIONS  
AND IMPROVEMENTS IN AND FOR THE BOROUGH  
OF MOONACHIE AND APPROPRIATING \$825,000  
THEREFOR, AND PROVIDING FOR THE ISSUANCE  
OF \$783,750 IN BONDS OR NOTES OF THE  
BOROUGH OF MOONACHIE TO FINANCE THE  
SAME

ORDINANCE#2018-6

AN ORDINANCE OF THE BOROUGH OF  
MOONACHIE IN THE COUNTY OF BERGEN, NEW  
JERSEY, PROVIDING FOR IMPROVEMENTS TO THE  
MOONACHIE AVENUE PUMP STATION AND THE  
ACQUISITION OF SEWER EQUIPMENT AND  
APPROPRIATING \$80,000 THEREFOR AND  
PROVIDING FOR THE ISSUANCE OF \$76,000 IN  
BONDS OR NOTES OF THE BOROUGH OF  
MOONACHIE TO FINANCE THE SAME

heretofore introduced, do now pass on first reading, and that said ordinances be further considered for final passage at a meeting to be held on the day of October 11<sup>th</sup>, 2018 at 7:00 P.M. or as soon thereafter as the matter can be reached, at the executive meeting of the Mayor and Council and that at such time and place all persons interested be given an opportunity to be heard concerning said ordinances, and that the Borough Clerk be and

hereby is, authorized and directed to publish said ordinances according to law with a notice of introduction and passage on first reading and of the time and place when and where said ordinances will be further considered for final passage.

ROLL CALL: Bauer, Cirillo, Martinez, Wende.  
All ayes. So ordered.

REGULAR MEETING OF SEPTEMBER 27, 2018:

INTRODUCTION OF ORDINANCE:

Attorney Migliorino-mentioned that towing companies and the Police Chief were advised regarding this ordinance and they provided input on the Ordinance.

Motion by C/Kinsella and second by C/Cirillo to introduced Ordinance#2018-7.

BE IT RESOLVED that the following ordinance:

ORDINANCE # 2018-7

AN ORDINANCE TO AMEND CHAPTER 3-13 "TOWING REGULATIONS"  
SECTION 3-13.7  
OF THE REVISED GENERAL ORDINANCE OF THE  
"BOROUGH OF MOONACHIE"  
COUNTY OF BERGEN  
STATE OF NEW JERSEY

heretofore introduced, do now pass on first reading, and that said ordinance be further considered for final passage at a meeting to be held on the day of October 25<sup>th</sup>, 2018 at 8 :00 P.M. or as soon thereafter as the matter can be reached, at the regular meeting of the Mayor and Council and that at such time and place all persons interested be given an opportunity to be heard concerning said ordinance, and that the Borough Clerk be and hereby is, authorized and directed to publish said ordinance according to law with a notice of introduction and passage on first reading and of the time and place when and where said ordinance will be further considered for final passage.

ROLL CALL: Bauer, Cirillo, Kinsella, Wende.  
All ayes. So ordered.

PUBLIC HEARING:

Phil Ditmar- 6 Jubilee Place- spoke about the flooding on his street during the past storms. He mentioned about the old generator at the Lincoln Place pump station that was there with hoses, and it is not there anymore. He commended the DPW for picking up recycling from the street during the storm.

Mayor Vaccaro- mentioned that the area by Lincoln Place pump station used to flood more and after Sandy, it is better because the pumps are bigger now. He explained that there was a pump, which was borrowed from the County, it was there in case the power was lost at the Lincoln Place. He mentioned that tonight the purchase of a generator for the station was addressed and in the meantime, the Borough is renting a generator. He explained that eventually the generator should be hooked up to the inside to the transfer station so it is automatic. He mentioned that since Sandy, the station has been upgraded and the storm drains and ditches are maintained.

Attorney Migliorino- spoke about the flash flood at Hester Street in Little Ferry.

Mr. Ditmar- asked about the problem with mail delivery.

C/Bauer – mentioned that he had file six complained with the Post office about his problem with the mail.

Mayor Vaccaro- mentioned that he spoke to Congressman Pascrell's office about the problem with the mail. He spoke about tracking device with post man to track the route.

Mr. Ditmar- spoke about problem with the ramp by the mailbox, cracks on the sidewalk and gap by the mailbox.

Mayor Vaccaro- explained that the curb line had to be down by the ramp so there is space between the curb and the ramp. He mentioned that he will speak to Superintendent Lyons about the issue.

Sal DeAlessandro, 1 Frederick Street- welcomed C/Wende to the Council. He asked about the generator that was authorized to be purchased.

Mayor Vaccaro -mentioned that it is a portable generator, and he explained that the State contract for the generator changed and the application had to approve by the FEMA for the purchase of new generator. He mentioned that the connections will be put in at the other station. He explained that the Borough cannot use the pump from the County anymore.

Mr. DeAlessandro- spoke about flooding in this area due to flash flood and hurricane and felt that more action should be taken. He asked about the DPW Building and the traffic Light at Moonachie Road and Moonachie Avenue.

Attorney Migliorino -mentioned that the contract for the DPW Building has been signed by Tricon, and has been reviewed by him and the Architect.

C/Bauer- mentioned that the pre-construction meeting will be soon.

Mayor Vaccaro -mentioned that the Architect reached out to the Port Authority to set up a pre-construction meeting.

Mr. DeAlessandro- mentioned that Wood-Ridge is building a new DPW building and mentioned flooding on State Street.

Mayor Vaccaro- mentioned that nothing has been done yet about the traffic light, and he is waiting to meet with the Mayor of Carlstadt.

Mr. DeAlessandro- asked about the Signature hangars.

Mayor Vaccaro -mentioned that they are moving forward on the project and their engineers stated that the water is not going to affect the area any more than it has been affected. Also, he mentioned that Moonachie and other surrounding towns sent their engineers to a meeting and concurred with their conclusion.

Mr. DeAlessandro- spoke about overdevelopment which affects flooding in this area. Mayor Vaccaro- mentioned that he supports smart construction. He spoke about how development plans need to be in place and putting money for infrastructure. He mentioned that Meadowlands needs to do smart construction.

Mr. DeAlessandro- spoke about multi-family construction in this area.

Motion by C/Bauer and second by C/Cirillo to close Public hearing.

ROLL CALL: Bauer, Cirillo, Kinsella, Wende.

All ayes. So ordered.

#### CLOSED SESSION:

Motion by C/Kinsella and second by C/Bauer to approve Resolution #18-265 to go into closed session at 8:35 P.M.

#### RESOLUTION #18-265

WHEREAS, N.J. S.A. 10:4-12 allow for a public body to go into closed session during a public meeting, and

WHEREAS, the Mayor and Council of the Borough of Moonachie has deemed it necessary to go into closed session to discuss certain matters which are exempt from the public, and

WHEREAS, the regular meeting of this governing body will reconvene,

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Moonachie will go into closed session for the following reason as outlined in N.J.S.A. 10:4-12:

- Any matter involving the employment, appointment, termination of employment, disciplinary action unless individual requests a public meeting.

ROLL CALL: Bauer, Cirillo, Kinsella, Wende.

All ayes. So ordered.

Motion by C/Bauer and second by C/Cirillo to close closed session at 8:37 P.M.

ROLL CALL: Bauer, Cirillo, Kinsella, Wende.

All ayes. So ordered.

Mayor Vaccaro- mentioned that at the closed session the sick pay calculation for one employee was reviewed, and the administrator was directed to give the calculation to the individual. Also, he mentioned that there was discussion about the overtime of the

Electrical Inspector for Saturday, overtime will be authorize by the Administrator because the business has to shut off electric service on a Saturday.

Motion by C/Bauer and second by C/Cirillo to adjourn the meeting at 8:37 P.M.

ROLL CALL: Bauer, Cirillo, Kinsella, Wende.

All ayes. So ordered.

ATTEST:

Supriya Sanyal  
Borough Clerk