

**COLTS NECK TOWNSHIP  
TOWNSHIP COMMITTEE REGULAR MEETING  
SEPTEMBER 5, 2018  
7:30 P.M. AT TOWN HALL**

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**CALL MEETING TO ORDER**

**SALUTE TO THE FLAG**

“THE NOTICE REQUIREMENTS OF THE NEW JERSEY PUBLIC MEETINGS LAW HAVE BEEN SATISFIED BY NOTICING THE NEWS TRANSCRIPT ON FEBRUARY 1, 2018 STATING THAT A REGULAR MEETING OF THE COLTS NECK TOWNSHIP COMMITTEE WOULD BE HELD ON SEPTEMBER 5, 2018 AT 7:30 P.M., TOWN HALL. THE NOTICE REQUIREMENTS HAVE BEEN POSTED ON THE TOWNSHIP WEBSITE, AND A COPY IS ON FILE IN THE OFFICE OF THE TOWNSHIP CLERK.”

**ROLL CALL**

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1. **APPROVAL OF MINUTES:** AUGUST 8, 2018
  
2. **PRESENTATION:** SENATOR VIN GOPAL RECOGNITION OF MR. WILLIAM DEAN
  
3. **PRESENTATION:** TOWNSHIP COMMITTEE RECOGNITION OF 29 YEARS OF PUBLIC SERVICE TO COLTS NECK TOWNSHIP, POLICE SERGEANT DAVID REED
  
4. **PRESENTATION:** FREEHOLD REGIONAL HIGH SCHOOL REFERENDUM, BRIAN DONAHUE, Ed.D., PRINCIPAL, COLTS NECK HIGH SCHOOL
  
5. **MAYOR’S PROCLAMATION:** PROCLAIMING SEPTEMBER 2018 AS NATIONAL RECOVERY MONTH
  
6. **MAYOR’S PROCLAMATION:** PROCLAIMING SEPTEMBER 9-15, 2018 AS SUICIDE PREVENTION WEEK
  
7. **ORDINANCE 2018-17:** AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 177 OF THE TOWNSHIP CODE ENTITLED, “RECREATION AREAS, PARKS AND NATURE PRESERVES”

1<sup>ST</sup> READING BY TITLE

COMMENTS

MOTION TO APPROVE

ROLL CALL

SET PUBLIC HEARING SEPTEMBER 26, 2018

8. **RESOLUTION 2018-122:** RESOLUTION AUTHORIZING THE EXECUTION OF A MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND COLTS NECK TOWNSHIP

COMMENTS

MOTION TO APPROVE

ROLL CALL

9. **RESOLUTION 2018-123:** RESOLUTION AUTHORIZING THE EXECUTION OF A COMMODITY RESALE AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND COLTS NECK TOWNSHIP

COMMENTS

MOTION TO APPROVE

ROLL CALL

10. **RESOLUTION 2018-124:** RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT FOR THE WESTERN MONMOUTH COUNTY ACTIVE SHOOTER TRAINING GROUP

COMMENTS

MOTION TO APPROVE

ROLL CALL

11. **RESOLUTION TBD BASED ON BID OPENING SEPTEMBER 5, 2018**

**RESOLUTION 2018-125:** RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO A THIRD PARTY POWER SUPPLIER TO PROVIDE ELECTRIC GENERATION SERVICE TO COLTS NECK COMMUNITY ENERGY AGGREGATION (CNCEA) – ROUND III PROGRAM PARTICIPANTS AND TO PROVIDE GOVERNMENT ENERGY AGGREGATION SERVICES IN CONNECTION WITH THE CNCEA ROUND III PROGRAM PURSUANT TO N.J.A.C. 14:4-6

**OR**

**RESOLUTION 2018-125:** RESOLUTION REJECTING PRICE PROPOSALS RECEIVED SEPTEMBER 5, 2018 FROM THIRD PARTY POWER SUPPLIERS IN CONNECTION WITH THE COLTS NECK COMMUNITY ENERGY AGGREGATION (CNCEA) ROUND III PROGRAM

COMMENTS

MOTION TO APPROVE

ROLL CALL

12. **MOTION TO ADOPT A CONSENT AGENDA:**

All items listed on the "Consent Agenda" are considered routine by the Township and are adopted or approved collectively by a single motion and roll-call vote of a majority of the Township Committee. If discussion is desired on any item, it is considered separately.

**\*RESOLUTION 2018-126:** RESOLUTION APPROVING CHANGE ORDER NO. 2, FY 2017 CAPITAL ROAD IMPROVEMENT PROGRAM, PHASE I (\$10,497.00)

**\*RESOLUTION 2018-127:** RESOLUTION APPROVING CHANGE ORDER DATED NOVEMBER 15, 2017, REVISED JUNE 19, 2018, PURCHASE OF COMMERCIAL TANKER TRUCK, FIRE HOUSE NO. 1 (\$617.00)

**\*RESOLUTION 2018-128:** RESOLUTION CONFIRMING APPOINTMENT TO THE HISTORICAL PRESERVATION COMMITTEE, MS. JESSICA TOBIA ESCHERT

COMMENTS

MOTION TO APPROVE

ROLL CALL

13. **ADMINISTRATOR'S REPORT**
  
14. **MOTION TO APPROVE VOUCHERS**  
COMMENTS  
MOTION TO APPROVE  
ROLL CALL
  
15. **TOWNSHIP COMMITTEE REPORTS**
  
16. **COMMENTS FROM THE PUBLIC**  
MOTION TO OPEN PUBLIC HEARING  
MOTION TO CLOSE PUBLIC HEARING
  
17. **RESOLUTION 2018-129: EXECUTIVE SESSION**  
COMMENTS  
MOTION TO APPROVE  
ROLL CALL

***THE NEXT TOWNSHIP COMMITTEE MEETING IS-  
WEDNESDAY, SEPTEMBER 26, 2018, 7:30 P.M.  
TOWN HALL, 124 CEDAR DRIVE, COLTS NECK, NJ***

**ORDINANCE 2018-17**

**AN ORDINANCE OF COLTS NECK TOWNSHIP, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 177 OF THE TOWNSHIP CODE ENTITLED “RECREATION AREAS, PARKS AND NATURE PRESERVES”**

**WHEREAS**, the Township Committee has determined that regulations are required in connection with the use and enjoyment of the public parks and playgrounds in Colts Neck Township

**WHEREAS**, N.J.S.A. 40:61-1(f) permits municipalities to adopt by ordinance, rules and regulations related to the use of public parks, open spaces, playgrounds, beaches, water fronts and places for public resort and recreation;

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of Colts Neck Township, in the County of Monmouth, State of New Jersey as follows: (additions to text indicated by underline; deletions to text indicated by ~~strikeout~~).

SECTION I That Chapter 177 “Recreation Areas, Parks and Nature Preserves” Article I “Recreation Area Rules and Regulations,” Subsection 10 “Fishing” be amended and supplemented in the following parts:

Fishing, other than ice fishing, ~~by township residents and their friends,~~ shall be permitted in the ~~Community Center~~ ponds within Township-owned parks, subject to rules of the New Jersey Fish and Game Commission the following “Catch and Release” Policy:

“Catch and Release” refers to the requirement of the return to ponds within Township-owned parks of all fish and wildlife caught thereat.

The ponds within Township-owned parks are designated as catch and release sites, and all wildlife and fish caught, trapped or extracted from said ponds shall be returned immediately to the pond, and every reasonable effort must be taken to maintain the health and life of the wildlife.

It shall be a violation of this section for any person to deposit any fish, and/or other wildlife of any kind, into the ponds within Township-owned parks, other than in accordance with the “catch and release” requirements of the paragraph above, without the express authorization and directive from the Director of the Department of Recreation and Parks or his/her designee.

**BE IT FURTHER ORDAINED**, the remainder of all other sections and subsections of the aforementioned ordinance not specifically amended by this ordinance shall remain in full force and effect.

**BE IT FURTHER ORDAINED**, all ordinances or parts thereof inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency.

**BE IT FURTHER ORDAINED**, this ordinance shall take effect immediately upon passage, publication and filing according to law.

I, Beth Kara, Municipal Clerk in Colts Neck Township, County of Monmouth, New Jersey, hereby certify that annexed hereto is a true and complete copy of Ordinance No. 2018-17, introduced at a duly convened meeting of the Township Committee on the 5th day of September, 2018, and will be considered for adoption after public hearing at a duly convened meeting of the Township Committee on the 26th day of September, 2018.

\_\_\_\_\_  
J.P. Bartolomeo, Mayor

\_\_\_\_\_  
Beth Kara, Municipal Clerk

<b>RECORD OF VOTE</b>												
	First Reading					Second Reading						
	September 5, 2018					September 26, 2018						
Committeeman	M	S	Yes	No	NV	Ab	M	S	Yes	No	NV	Ab
Mayor Bartolomeo												
Deputy Mayor Orgo												
Rizzuto												
Viola												
Macnow												
M - Moved    S - Seconded    X - indicates vote    NV - Not Voting    Ab - Absent												

**RESOLUTION 2018-122**

**AUTHORIZING THE EXECUTION OF A  
MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT  
BETWEEN THE COUNTY OF MONMOUTH AND COLTS NECK TOWNSHIP**

**WHEREAS**, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as this Municipality to enter into shared service agreements with other local units; and

**WHEREAS**, the County of Monmouth, a local unit, has offered to provide municipal assistance/shared services to this Municipality; and

**WHEREAS**, it is in the best interest of this Municipality to into enter the proposed Municipal Assistance/Shared Services Agreement with the County of Monmouth.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of Colts Neck Township that the Mayor and Municipal Clerk be and are hereby authorized to execute the attached Municipal Assistance/Shared Services Agreement with the County of Monmouth.

**BE IT FURTHER RESOLVED** that the Municipal Clerk forward a certified copy of this resolution, along with the executed Municipal Assistance/Shared Services Agreement to Elizabeth Perez, Shared Services Coordinator, County of Monmouth, Hall of Records Annex, First Floor, 1 East Main Street, Freehold, New Jersey 07728.

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 5<sup>th</sup> day of September 2018.

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Beth Kara, Municipal Clerk

<b>RECORD OF VOTE</b>						
Committeeman	M	S	Yes	No	NV	Ab
Mayor Bartolomeo						
Deputy Mayor Orgo						
Rizzuto						
Viola						
Macnow						
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent						

**MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT  
BETWEEN THE COUNTY OF MONMOUTH (the "COUNTY")  
AND  
COLTS NECK TOWNSHIP (the "LOCAL GOVERNMENT ENTITY")**

The County and the Local Government Entity enter into this agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act (*N.J.S.A. 40A:65-1 et seq.*).

**IT IS AGREED:**

1. **Services Offered.** The County will offer the municipal assistance/shared services listed on Exhibit "A" to the Local Government Entity.
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit "A" from time to time, upon written notice to the Local Government Entity.
3. **Request for Service.** The Local Government Entity will initiate a request for service by submitting a Request Form to the County.
4. **Cost of Services.** For those items on Exhibit "A" for which a fixed cost is not set, the estimated cost to the Local Government Entity will be determined by the County in advance and shall be subject to the approval of the Local Government Entity prior to the services being rendered.
5. **Payment of Reasonable Cost.** In the event that the Local Government Entity requests a service and prior approval of the cost has not been obtained, whether because of an emergency or some other reason, and the County provides the requested service, the Local Government Entity agrees to pay the County the reasonable cost of the service, with the understanding that the County will receive reimbursement for the County's costs in providing the service, including the cost of goods, expendables, labor and administrative costs.
6. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to utilize any services offered by the County.
7. **No Obligation by County.** The County is under no obligation to provide a service requested by the Local Government Entity if the County is not in a position to honor the request.
8. **Workmanlike Services.** The County will render services to the Local Government Entity in a workmanlike manner.
9. **Care Required.** The County will exercise ordinary care in rendering services to the Local Government Entity.

10. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the services available.
11. **Effective Dates.** This agreement shall be in effect for a ten (10) year period from October 1, 2018 until September 30, 2028.
12. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
13. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the services available to the Local Government Entity, the cost thereof and commitment to provide requested services.
14. **Local Government Entity's Representative.** The Local Government Entity's Township Administrator, or her/his respective designee, will act on behalf of the Local Government Entity with regard to a request for services from the County and approval of cost estimates provided by the County.
15. **Payment of Invoices.** The Local Government Entity will pay the County for services rendered under this agreement within thirty (30) days of the County's invoice for those services. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.
16. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
17. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
18. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.

19. **Choice of Law.** This agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
20. **Filing of Agreement.** Monmouth's Clerk of the Board shall file a fully executed copy of this agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with *N.J.S.A. 40A:65-4(b)*.
21. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
22. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

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

To the Local Government Entity:

Colts Neck Township  
Address: 124 Cedar Drive, Colts Neck, NJ 07722  
Attn: Kathleen Capristo, Township Administrator  
Email: KCapristo@coltsneck.org  
Fax: 732-431-3173

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

In Witness Whereof, the parties have executed this agreement.

**ATTEST:**

**COUNTY OF MONMOUTH**

\_\_\_\_\_  
Name: MARION MASNICK  
Title: Clerk of the Board

By: \_\_\_\_\_  
Name: THOMAS A. ARNONE  
Title: Freeholder Director

**LOCAL GOVERNMENT ENTITY**

**WITNESS OR ATTEST:**

**COLTS NECK TOWNSHIP**

\_\_\_\_\_  
Name BETH KARA  
Title: Municipal Clerk

By: \_\_\_\_\_  
Name: J.P. BARTOLOMEO  
Title: Mayor

# EXHIBIT "A"

## COUNTY OF MONMOUTH

### MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT

#### Services available:

The municipal assistance/shared services available from the County include, but are not limited to, the following:

- Catch basin cleaning
- Culvert repairs
- Diesel inspections
- Equipment use (with equipment operator)
- Guiderail installation
- Mowing
- Plowing
- Salting and sanding
- Street sign installation
- Street sweeping
- Towing
- Traffic signal installation
- Vehicle painting
- Vehicle repairs
- Vehicle washing

#### Pricing:

It is the intent that the County will recoup its actual costs in providing the services, but no profit. Therefore, the cost of the services shall be the actual cost to the County for the requested (a) equipment, (b) materials and (c) labor, as quoted by the County, plus a modest administrative fee.

#### Procedure:

If the Local Government Entity is interested in procuring services through the Municipal Assistance/Shared Services Agreement, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue either a fixed or an estimated price quotation. The Local Government Entity will then decide, at its option, whether or not to accept the services offered by the County.

**RESOLUTION 2018-123**

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
COMMODITY RESALE AGREEMENT  
BETWEEN THE COUNTY OF MONMOUTH AND COLTS NECK TOWNSHIP**

**WHEREAS**, *N.J.A.C. 5:34-7.15* authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

**WHEREAS**, the County of Monmouth has authorized the renewal of the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS), for the period of October 1, 2018 through September 30, 2023; and

**WHEREAS**, it would be in the best interest of this Municipality to become or remain a member of the Monmouth County Commodity Resale System for that period.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of Colts Neck Township that the Mayor and Municipal Clerk be and they are hereby authorized to execute and attest the attached Commodity Resale Agreement with the County of Monmouth.

**BE IT FURTHER RESOLVED** that the Municipal Clerk forward a certified copy of this resolution, along with the executed Commodity Resale Agreement to Elizabeth Perez, Shared Services Coordinator, County of Monmouth, Hall of Records Annex, First Floor, 1 East Main Street, Freehold, New Jersey 07728.

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 5<sup>th</sup> day of September 2018.

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Beth Kara, Municipal Clerk

<b>RECORD OF VOTE</b>						
Committeeman	M	S	Yes	No	NV	Ab
Mayor Bartolomeo						
Deputy Mayor Orgo						
Rizzuto						
Viola						
Macnow						
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent						

**COMMODITY RESALE AGREEMENT  
BETWEEN THE COUNTY OF MONMOUTH (the “COUNTY”)  
AND COLTS NECK TOWNSHIP (the “LOCAL GOVERNMENT ENTITY”)**

The County and the Local Government Entity enter into this agreement pursuant to the Rules governing cooperative purchasing, namely *N.J.A.C. 5:34-7.15 et seq.*

**IT IS AGREED:**

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit A to the Local Government Entity through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit A from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Local Government Entity.
3. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Local Government Entity if the County is not in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the commodities to be provided under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the commodities available.
6. **Effective Dates.** This agreement shall be in effect for a five (5) year period from October 1, 2018 through September 30, 2023.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County’s Representative.** The County’s Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Local Government Entity.
9. **Local Government Entity’s Representative.** The Local Government Entity’s Township Administrator, Public Works Director, or her/his respective designee, will act on behalf of the Local Government Entity with regard to a request for commodities from the County.

10. **Payment of Invoices.** The Local Government Entity will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with paragraph 11 below.
11. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.
14. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
15. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

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

To the Local Government Entity:

Colts Neck Township  
Address: 124 Cedar Drive, Colts Neck, NJ 07724  
Attn: Kathleen Capristo, Township Administrator  
Email: KCapristo@coltsneck.org  
Fax: 732-431-3173

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

IN WITNESS WHEREOF, the parties have executed this agreement.

**ATTEST:**

**COUNTY OF MONMOUTH**

\_\_\_\_\_  
Name: MARION MASNICK  
Title: Clerk of the Board

By: \_\_\_\_\_  
Name: THOMAS A. ARNONE  
Title: Freeholder Director

**LOCAL GOVERNMENT ENTITY**

**WITNESS OR ATTEST:**

**COLTS NECK TOWNSHIP**

\_\_\_\_\_  
Name (Print): BETH KARA  
Title (Print): Municipal Clerk

By: \_\_\_\_\_  
Name: J.P. Bartolomeo  
Title: Mayor

## EXHIBIT A

### MONMOUTH COUNTY COMMODITY RESALE SYSTEM

#### Commodities available:

- Gasoline
- Diesel fuel
- Snow removal chemicals
- Public works materials and supplies, including road and roadway construction materials
- Such other materials as may be approved by the Director of the Division of Local Government Services

#### Pricing:

It is the intent that the County will recoup its actual costs, but no profit. Therefore, the cost of the commodities shall be the actual cost paid by the County for the commodities plus a modest administrative fee, as quoted by the County.

#### Procedure:

If the Local Government Entity is interested in purchasing a commodity through the County's Commodity Resale System, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue a price quotation. The Local Government Entity will then decide, at its option, whether or not to complete the requested purchase, at the price(s) quoted by the County.

**RESOLUTION 2018-124**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT FOR THE WESTERN MONMOUTH COUNTY ACTIVE SHOOTER TRAINING GROUP**

**WHEREAS**, Freehold Township, Freehold Borough, Manalapan Township, Howell Township, Colts Neck Township, Englishtown Borough, Allentown Borough, Marlboro Township, and the Monmouth County Sheriff's Department are interested in implementing the Western Monmouth Active Shooter Training Group, in which Freehold Township will be the Lead Agency and Provider; and

**WHEREAS**, this cooperative Agreement between the above entities would be beneficial to the respective communities, allowing interagency standardization of active shooter protocols, and facilitating a rapid response and coordination in the likely event that officers from multiple agencies may be the first responders in neighboring communities for these types of incidents; and

**WHEREAS**, an Agreement entitled "Shared Services Agreement- Western Monmouth Active Shooter Training Group" has been proposed and found acceptable; and

**NOW, THEREFORE BE IT RESOLVED**, by the Township Committee of Colts Neck Township, County of Monmouth, state of New Jersey that the Mayor and Municipal Clerk are hereby authorized to execute the aforementioned agreement; and

**BE IT RESOLVED** that a copy of the Agreement be maintained in the Municipal Clerk's Office and made available for public inspection; and

**BE IT RESOLVED** that pursuant to N.J.S.A. 40A:65-1, a certified copy of this resolution shall be forwarded to the New Jersey Department of Community Affairs Division of Local Government Services; and

**BE IT RESOLVED** that a certified copy of this Resolution and Agreements for execution shall be forwarded to the Municipal Clerks of Freehold Township, Freehold Borough, Manalapan Township, Howell Township, Englishtown Borough, Allentown Borough, Marlboro Township, the Monmouth County Sheriff's Department, the Freehold Township Administrator, Freehold Township Police Captain, and Freehold Township Director of Finance; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be sent to the Chief Financial Officer and the Police Chief.

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 5<sup>th</sup> day of September 2018.

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Beth Kara, Municipal Clerk

<b>RECORD OF VOTE</b>						
Committeeman	M	S	Yes	No	NV	Ab
Mayor Bartolomeo						
Deputy Mayor Orgo						
Rizzuto						
Viola						
Macnow						
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent						

**RESOLUTION NO. 2018-125**

**RESOLUTION OF COLTS NECK TOWNSHIP, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING THE AWARD OF A CONTRACT TO A THIRD PARTY POWER SUPPLIER TO PROVIDE ELECTRIC GENERATION SERVICE TO COLTS NECK COMMUNITY ENERGY AGGREGATION (CNCEA)-ROUND III PROGRAM PARTICIPANTS AND TO PROVIDE GOVERNMENT ENERGY AGGREGATION SERVICES IN CONNECTION WITH THE CNCEA ROUND II PROGRAM PURSUANT TO N.J.A.C. 14:4-6**

**WHEREAS**, the Government Energy Aggregation Act of 2003 (PL. 2003, C24) governs the establishment of an government energy aggregation program, which is a government-operated purchasing cooperative through which multiple energy consumers join together for the purchase of electric utility services by a government aggregator; and

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

**WHEREAS**, the Colts Neck Township Committee passed an ordinance dated October 30, 2013 (Ordinance No. 2013-16) authorizing the formation of a Government Energy Aggregation in Colts Neck Township New Jersey, named the Colts Neck Community Energy Aggregation (“CNCEA”) Program, passed an Ordinance dated August 10, 2016 (Ordinance No. 2016-14) authorizing the continuation of the CNCEA program, and passed an Ordinance dated July 19, 2018 (Ordinance No. 2018-14) authorizing the continuation of the CNCEA program; and

**WHEREAS**, the Colts Neck Township Committee is acting as the Lead Agency of the Colts Neck Community Energy Aggregation; and

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

**WHEREAS**, by virtue of Ordinance Nos. 2013-16, 2016-14 and 2018-14 and in accordance with New Jersey Board of Public Utilities rules (N.J.A.C. 14:4-6) and applicable law (PL. 2003, C24), Colts Neck Township is authorized to award a contract for electric generation service and government energy aggregation services on behalf of participating residential customers; and

**WHEREAS**, the Colts Neck Township Committee, in its capacity as Lead Agency, publicly noticed and issued on August 10, 2018 a Request for Proposals (RFP) for the Provision of Electric Generation Service and Government Energy Aggregation Services for the third round of the Colts Neck Community Energy Aggregation (CNCEA-Round III) Program and has solicited proposals from qualified suppliers in New Jersey; and

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

**WHEREAS**, the RFP provides for the submission of separate pricing for electric generation service for one bid group, 1) Participating Residential Accounts; for several different potential contract start dates, contract durations and contract provisions, and the RFP provides for the award of a contract at the discretion of Colts Neck Township and in accordance with the evaluation criteria set forth in the RFP; and

**WHEREAS**, during Stage 1 non-binding Notices of Intent and other qualification documents were received from ~~two (2)~~ NJBPU-licensed electric power suppliers; and

**WHEREAS**, a number of supplier questions and comments were received and, as a result, on ~~August 23,~~ 2018 an Addendum No.1 to the RFP was issued and distributed to all suppliers that had submitted a Notice of Intent to Bid; and

**WHEREAS**, Stage 2 price proposals and accompanying Transmittal Letters were submitted by ~~two (2)~~ NJBPU-licensed electric power suppliers by the 1:00 p.m. September 5, 2018 deadline set forth in the RFP; and

**WHEREAS**, the Colts Neck Township Committee, in consultation with its energy agent, has conducted extensive and in-depth evaluation of qualifications and analysis of price proposals, in accordance with the evaluation criteria set forth in the RFP; and

**WHEREAS**, as a result of the evaluation of qualifications and proposals and analysis of price proposals submitted, the Colts Neck Township Committee has determined that the proposal submitted by [Supplier Name] 1) provides the most overall benefit for the Township and CNCEA participants; 2) will provide for contract power supply prices that are lower than the applicable Jersey Central Power and Light Co. Basic Generation Service tariff prices for power supply, and make it feasible to award a contract, for the Residential Account bid group; and, 3) provides the opportunity for residents currently receiving budget billing from JCP&L to continue to receive that service from the third party supplier.

**NOW, THEREFORE, BE IT RESOLVED** that the Colts Neck Township Committee hereby awards a contract for the provision of electric generation service to the Participating Residential Accounts bid group and the provision of government energy aggregation services in connection with the CNCEA-Round III Program to [Supplier Name] in accordance with the terms and conditions of the RFP (including the form of Master Performance Agreement included therein), as amended pursuant to Addendum No. 1, to the RFP; and

**FURTHER RESOLVED** that government energy aggregation services to be provided by [Supplier Name], including implementation of the opt-out process for residential customers as set forth in the RFP and applicable NJBPU rules, shall commence upon execution of the Master Performance Agreement, and that electric generation service to be provided by [Supplier Name] to the CNCEA-Round III-participating customers shall commence with the December 2018/March 2019 meter read date for each electric account served, and shall continue for a 12/14/17/21/24-month term; and

**FURTHER RESOLVED** that the following contract prices are awarded and contract provisions option selected for electric generation service for the xx-month term beginning in December 2018/March 2019:

<u>Contract Price</u>	<u>Start Date</u>	<u>Term</u>	<u>Contract Provisions Option</u>
\$0.xxxxx/kwh	Dec18/Mar19	xx-months	Option A/B

**FURTHER RESOLVED** that Mayor J.P. Bartolomeo is authorized to execute and the Clerk to attest to the execution of the Master Performance Agreement, in the form included in the RFP (as amended pursuant to Addendum No. 1).

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of the Township of Colts Neck during a regular meeting held on the 5<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Beth Kara, Municipal Clerk

RECORD OF VOTE						
Committeeman	M	S	Yes	No	NV	Ab
Mayor Bartolomeo						
Deputy Mayor Orgo						
Rizzuto						
Viola						
Macnow						
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent						

**RESOLUTION NO. 2018-125**

**RESOLUTION OF COLTS NECK TOWNSHIP  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

**RESOLUTION REJECTING PRICE PROPOSALS RECEIVED  
SEPTEMBER 5, 2018 FROM THIRD PARTY POWER SUPPLIERS IN  
CONNECTION WITH THE COLTS NECK COMMUNITY ENERGY  
AGGREGATION (CNCEA)-ROUND III PROGRAM**

**WHEREAS**, the Government Energy Aggregation Act of 2003 (PL. 2003, C24) governs the establishment of an government energy aggregation program, which is a government-operated purchasing cooperative through which multiple energy consumers join together for the purchase of electric utility services by a government aggregator; and

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

**WHEREAS**, the Colts Neck Township Committee passed an ordinance dated October 30, 2013 (Ordinance No. 2013-16) authorizing the formation of a Government Energy Aggregation in the Township of Colts Neck New Jersey, named the Colts Neck Community Energy Aggregation (“CNCEA”) Program, passed an Ordinance dated August 10, 2016 (Ordinance No. 2016-14) authorizing the continuation of the CNCEA program, and passed an Ordinance dated July 19, 2018 (Ordinance No. 2018-14) authorizing the continuation of the CNCEA program; and

**WHEREAS**, the Colts Neck Township Committee is acting as the Lead Agency of the Colts Neck Community Energy Aggregation; and

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

**WHEREAS**, by virtue of Ordinance Nos. 2013-16, 2016-14 and 2018-14 and in accordance with New Jersey Board of Public Utilities rules (N.J.A.C. 14:4-6) and applicable law (PL. 2003, C24), Colts Neck Township is authorized to award a contract for electric generation service and government energy aggregation services on behalf of participating residential customers; and

**WHEREAS**, the Colts Neck Township Committee, in its capacity as Lead Agency, publicly noticed and issued on August 10, 2018 a Request for Proposals (RFP) for the Provision of Electric Generation Service and Government Energy Aggregation Services for the third round of the Colts Neck Community Energy Aggregation (CNCEA-Round III) Program and has solicited proposals from qualified suppliers in New Jersey; and

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

**WHEREAS**, the RFP provides for the submission of separate pricing for electric generation service for one bid group, 1) Participating Residential Accounts; for several different potential contract start dates, contract durations and contract provisions, and the RFP provides for the award of a contract at the discretion of Colts Neck Township and in accordance with the evaluation criteria set forth in the RFP; and

**WHEREAS**, during Stage 1 non-binding Notices of Intent and other qualification documents were received from ~~two (2)~~ NJBPU-licensed electric power suppliers; and

**WHEREAS**, a number of supplier questions and comments were received and, as a result, on ~~August 23,~~ 2018 an Addendum No.1 to the RFP was issued and distributed to all suppliers that had submitted a Notice of Intent to Bid; and

**WHEREAS**, Stage 2 price proposals and accompanying Transmittal Letters were submitted by ~~two (2)~~ NJBPU-licensed electric power suppliers by the 1:00 p.m. September 5, 2018 deadline set forth in the RFP; and

**WHEREAS**, the Colts Neck Township Committee, in consultation with its energy agent, has conducted extensive and in-depth evaluation of qualifications and analysis of price proposals, in accordance with the evaluation criteria set forth in the RFP; and

**WHEREAS**, as a result of the evaluation of qualifications and proposals and analysis of price proposals submitted on September 5, 2018, the Colts Neck Township Committee has determined that no contract award shall be made at this time.

**NOW, THEREFORE, BE IT RESOLVED** that the Colts Neck Township Committee hereby rejects all price proposals received on September 5, 2018 in connection with the CNCEA-Round III Program; and

**FURTHER RESOLVED** that the RFP shall be held open for a period of up to 120 days from the date of this resolution, and the Township may accept refreshed prices from pre-qualified suppliers at an appropriate time as determined by the Township and announced via an addendum to the RFP.

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of the Township of Colts Neck during a regular meeting held on the 5<sup>th</sup> day of September 2018.

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Beth Kara, Municipal Clerk

<b>RECORD OF VOTE</b>						
Committeeman	M	S	Yes	No	NV	Ab
Mayor Bartolomeo						
Deputy Mayor Orgo						
Rizzuto						
Viola						
Macnow						
M - Moved   S - Seconded   X - indicates vote   NV - Not Voting   Ab - Absent						

**RESOLUTION 2018-126**

**APPROVING CHANGE ORDER NO. 2  
FY 2017 CAPITAL ROAD IMPROVEMENT PROGRAM, PHASE I  
(\$10,497.00)**

BE IT RESOLVED by the Township Committee of Colts Neck Township that it hereby approves and authorizes the Mayor to execute Change Order No. 2 in the net amount of \$10,497.00 based on Final Field measurements of as constructed and further authorizes the Mayor and Clerk to execute same; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the following:

1. Vendor, Earle Asphalt Company;
2. John Antonides, Chief Financial Officer; and
3. Glenn Gerken, Township Engineer.

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 5<sup>th</sup> day of September 2018.

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Beth Kara, Municipal Clerk

<b>RECORD OF VOTE</b>						
Committeeman	M	S	Yes	No	NV	Ab
Mayor Bartolomeo						
Deputy Mayor Orgo						
Rizzuto						
Viola						
Macnow						
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent						

CHANGE ORDER NO 2 FINAL

DATE: August 3, 2018

PROJECT: FY 2017 Capital Road Program- Phase I

OWNER: COLTS NECK TOWNSHIP

CONTRACTOR: Earle Asphalt Company

**DESCRIPTION OF CHANGE:**

**REDUCTIONS:**  
None this change order

**EXTRA:**  
15 Final field measurements of as constructed quantity  
16 Final field measurements of as constructed quantity  
17 Final field measurements of as constructed quantity  
18 Final field measurements of as constructed quantity  
21 Final field measurements of as constructed quantity  
A-8 Final field measurements of as constructed quantity  
A-9 Final field measurements of as constructed quantity

**SUPPLEMENTARY:**  
None this change order

APPROVAL RECOMMENDED:

*Glenn R. Gushen*

ACCEPTED:

*Earle*

CONTRACTOR:

OWNER'S APPROVALS:

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$0.00
B. TOTAL EXTRAS THIS C.O.	\$10,497.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$10,497.00	\$0.00
NET CHANGE THIS CHANGE ORDER	\$10,497.00	
PREVIOUS CHANGE ORDERS	\$0.00	(\$55,870.37)
TOTAL CHANGE ORDERS TO DATE	\$10,497.00	(\$55,870.37)
NET CHANGE IN CONTRACT	(\$45,373.37)	

ORIGINAL CONTRACT BID PRICE	\$697,913.13
CHANGE ORDERS TO DATE	-\$45,373.37
REVISED CONTRACT PRICE	\$652,539.76



**RESOLUTION 2018-127**

**A RESOLUTION APPROVING AND AUTHORIZING CHANGE ORDER NO. 1  
TO THE CONTRACT WITH SUTPHEN CORPORATION FOR PURCHASE OF  
ONE SUTPHEN COMMERCIAL TANKER FOR FIRE HOUSE NO. 1**

WHEREAS, on March 15, 2017, the Township Committee adopted Ordinance No. 2017-6, which appropriated \$400,000.00 for the acquisition of a Fire Truck for Fire Department Number 1; and

WHEREAS, on May 30, 2018, the Township Committee adopted Ordinance No. 2018-11, which appropriated \$50,000.00 for the Fire Department's future purchase of a pumper truck; and

WHEREAS, the cost of the Fire Department commercial tanker exceeds the cost appropriated by \$617.75; and

WHEREAS, Sutphen Corporation has submitted a Change Order to the Township (identified herein as Change Order No. 1), dated November 15, 2017, revised June 19, 2018, to reflect an increase of \$617.75 to the cost of the commercial tanker truck; and

WHEREAS, the Fire Department Chief has reviewed Change Order No. 1 and recommends the Township Committee approve and authorize payment of Change Order No. 1; and

WHEREAS, the Chief Financial Officer has certified funds are available in Capital Improvement Account No. C-02- -060-296 in the amount of \$617.75 for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the by the Township Committee of Colts Neck Township, County of Monmouth, New Jersey that Change Order No. 1 in the amount of \$617.75 is hereby approved and that the Mayor, the Township Administrator Municipal Clerk, and the Township Attorney are hereby authorized to take all necessary actions to effectuate and fulfill the intention of this Resolution in order to implement the approval of Change Order No. 1; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the following:

1. Sutphen Corporation;
2. Tyler Badaracco, Fire Department Chief;
3. John Antonides, Chief Financial Officer; and
4. Meghan Bennett Clark, Township Attorney.

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 5th day of September 2018.

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Beth Kara, Municipal Clerk

**RECORD OF VOTE**

Committeeman	M	S	Yes	No	NV	Ab
Mayor Bartolomeo						
Deputy Mayor Orgo						
Rizzuto						
Viola						
Macnow						

M - Moved   S - Seconded   X - indicates vote   NV - Not Voting   Ab - Absent

**RESOLUTION 2018-128**

**CONFIRMING APPOINTMENT  
TO  
THE HISTORICAL PRESERVATION COMMITTEE**

BE IT RESOLVED by the Township Committee of Colts Neck Township that pursuant to Chapter 32 of the Code of Colts Neck Township that the following appointment be and is confirmed to the Historical Preservation Committee:

1. Jessica Tobia                      Term Expiring December 31, 2018

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the following:

1. Ms. Jessica Tobia; and
2. Historical Preservation Committee.

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 5<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Beth Kara, Municipal Clerk

<b>RECORD OF VOTE</b>						
Committeeman	M	S	Yes	No	NV	Ab
Mayor Bartolomeo						
Deputy Mayor Orgo						
Rizzuto						
Viola						
Macnow						
M - Moved    S - Seconded    X - indicates vote    NV - Not Voting    Ab - Absent						

**RESOLUTION 2018-129**

**EXECUTIVE SESSION**

WHEREAS, the Colts Neck Township Committee wishes to go into a closed Executive Session to discuss a subject which should not be discussed in public; and

WHEREAS, the exception to the Open Public Meetings Act which permits the Township Committee to discuss this matter in private about litigation, property acquisition, contracts and personnel; and

NOW, THEREFORE, BE IT RESOLVED by the Colts Neck Township Committee that it go into an Executive Session to discuss litigation, property acquisition, contracts and personnel; and

BE IT FURTHER RESOLVED that the results of such discussion may be revealed at such time as the matter is resolved.

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a resolution passed by the Township Committee of the Township of Colts Neck during a regular meeting held on the 5<sup>th</sup> day of September 2018.

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Beth Kara, Municipal Clerk

<b>RECORD OF VOTE</b>						
Committeeman	M	S	Yes	No	NV	Ab
Mayor Bartolomeo						
Deputy Mayor Orgo						
Rizzuto						
Viola						
Macnow						
M - Moved   S - Seconded   X - indicates vote   NV - Not Voting   Ab - Absent						