

**SPECIALTOWNSHIP MEETING  
MUNICIPAL BUILDING**

**December 29, 2008  
DELRAN, NJ**

**CALL TO ORDER**

**SALUTE TO THE FLAG**

**Sunshine Statement: Be advised that proper notice has been given by the Township Council in accordance with the sunshine law in the following manner. Notice advertised in the Burlington County Times on December 23, 2008 and posted on the bulletin board on the same date.**

**ROLL CALL:** Mr. Macey, Mr. Ogozalek, Sr., Mr. Moran and Mr. Catrambone were present. Mr. Morrow was absent.

**ALSO, PRESENT:** Mr. Paris, Mayor, Mr. Long, Solicitor, Mr. Hatcher, Administrator and Ms. Eggers, Municipal Clerk

**ORDINANCES ON SECOND READING**

**TOWNSHIP OF DELRAN  
ORDINANCE 2008-13**

**AN ORDINANCE OF THE TOWNSHIP OF DELRAN, COUNTY  
OF BURLINGTON, STATE OF NEW JERSEY TO PERMIT COMCAST TO  
CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION  
AND COMMUNICATIONS SYSTEM**

**WHEREAS**, the Township of Delran heretofore granted a franchise pursuant to law for the construction and operation of a cable television system within the Township; and

**WHEREAS**, the initial period for the franchise is about to expire; and

**WHEREAS**, the Township, pursuant to the provisions of the Cable Television Act, *N.J.S.A. 48:5A-1 et seq.*, has proceeded with the process of franchise renewal including the conducting of the necessary public hearing; and

**WHEREAS**, certain issues were raised during the public hearing with regard to the operation of the franchise, particularly with respect to notice of street openings and the closing of municipal streets; and

**WHEREAS**, nevertheless, the Township Council is satisfied that the franchise should be renewed;

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** that Chapter A370 of the Code of the Township of Delran is deleted and replaced with

the following provisions providing for the municipal consent to construct and operate a cable television system in the Township of Delran:

## **Section 1. PURPOSE OF THE ORDINANCE / GRANT OF CONSENT**

The Municipality hereby grants to the Comcast of Burlington County, L.L.C. its non-exclusive consent to place in, upon, along, across, above, over and under the highways, streets, alleys, sidewalks, public ways, and public places in the municipality poles, wires, cables, fixtures, underground conduits, manholes and other television conductors, apparatus and equipment as may be necessary for the construction, operation and maintenance in the municipality of a cable television system. Operation and construction, pursuant to said consent is conditioned upon the approval of the Board of Public Utilities by way of a Renewal Certificate of Approval. Further, the Company is hereby granted the non-exclusive use of the roads, streets, and alleys owned by the Township or in which the Township possesses an easement or right-of-way to the extent necessary to carry out the intent and purposes of this ordinance. Such use of municipal easements or rights-of-way shall not extend to any other Township owned property. The location of microwave antennae or other transmitters or receivers, facilities, buildings, offices, storage facilities, power plants and the like shall be subject to all applicable building, occupancy, and land use laws, ordinances, rules, and regulations as well as other applicable regulatory provisions except to the extent such laws, ordinances, rules, regulations or provisions may be pre-empted by law or otherwise invalid.

## **Section 2. DEFINITIONS**

For the purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions given by the Federal Communications Commission, FCC Rules and Regulations 47 *C.F.R.* § 76.1 *et seq.*, and the Communications Act of 1934 at 47 *U.S.C.*, §521 *et seq.* l., as amended, and the Cable Television Act, *N.J.S.A.*, 48:5A-1 *et seq.* and shall in no way be construed to broaden, alter or conflict with federal or state definitions:

- (a) "Municipality" is the Township of Delran, County of Burlington, State of New Jersey.
- (b) "Company" is the grantee of rights under this ordinance and is known as Comcast of Burlington County L.L.C.
- (c) "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendment thereto, Section 48:5A-1 *et seq.*
- (d) "FCC" is the Federal Communications Commission.
- (e) "Board" or "BPU" is the New Jersey Board of Public Utilities.
- (f) "Office" or "OCTV" is the Office of Cable Television within the Board.
- (g) "Application" is the Company's Application for Renewal of Municipal Consent.

(h) "Primary Service Area" or "PSA" consists of the area of the Municipality currently served with existing plant as set forth on the map annexed to the Company's Application for Renewal of Municipal Consent.

(i) "Franchise" or "Agreement" means this municipal consent ordinance as may be confirmed, amended or modified by the renewal Certificate of Approval issued by the Board.

### **Section 3. STATEMENT OF FINDINGS**

A public hearing concerning the consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the Municipality having received all comments regarding the qualifications of the company to receive this consent, the Municipality hereby finds the Company possesses the necessary legal, technical, character, financial and other qualifications and that the company's operating and construction arrangements are adequate and feasible.

### **SECTION 4. DURATION OF FRANCHISE**

The non-exclusive Municipal Consent granted herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board with a 10-year automatic renewal as provided by N.J.S.A. 48:5A-19 and 25, and N.J.A.C. 14:18-13.6.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

### **Section 5. FRANCHISE FEE**

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers to its cable television reception service in the Municipality or any amount permitted by the Act or otherwise allowable by law. In the event that the Act is amended or supplemented to permit a different percentage of fees or to change the basis upon which such fees are calculated, then the franchise fee under this ordinance shall be deemed amended to reflect the changes in the Act upon written notice to the Municipality and the Company.

### **Section 6. TERRITORY**

The consent granted herein to the Company shall apply to the entirety of the municipality and any property hereafter annexed.

## **Section 7. EXTENSION OF SERVICE**

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Application.

## **Section 8. CONSTRUCTION REQUIREMENTS**

Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways or other surfaces in the natural topography, the company shall at its sole expense restore and replace such places or things so disturbed in as good condition as existed prior to the commencement of said work.

Relocation: If at any time during the period of this consent, the Municipality shall alter or change the grade of any street, alley or other way or place, the Company, upon reasonable notice by the Municipality, shall remove, re-lay and relocate its equipment, at the expense of the Company.

Temporary Removal of Cables: The Company shall temporarily, upon request, raise, lower or remove its cables and wires in order to facilitate the moving of for the moving of buildings, vehicles, equipment and machinery, or in other similar circumstances. Where such property is Township owned the cost of such activity shall be that of the Company. Where such property is privately owned, the cost shall be at the responsibility of the requesting party.

Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the municipality so as to prevent the branches of such trees from coming in contact with the wires and cables of the company. Such trimming shall be only to the extent necessary to maintain proper clearance for the company's facilities.

Notice to Municipality: The Company, except in case of emergency, shall use its best good faith efforts to provide forty-eight (48) hours prior notice to the Delran Township Director of Public Works of any road openings or street closings necessitated by construction activities or otherwise. Where such notice is not possible, the Company shall provide notice as soon as is reasonably practicable.

Placement of Temporary Cables: No cable shall be placed upon the ground or strung aerially in a temporary fashion on public property without being properly secured and fashioned in a manner so as to not be or create a hazard to pedestrians or the motoring public. In no event shall such cables remain in place for more than thirty (30) days except in case of emergency or in case where a

third party is causing the need for temporary placement of cables, outside the control of the Company.

The Company shall indemnify and hold harmless the Municipality from any claims for damage or injury as the result of any such temporary cables.

## **Section 9. CUSTOMER SERVICE**

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the municipality upon written request of the Municipality Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.**
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.**
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).**
- d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

## **Section 10. LOCAL OFFICE**

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office (or agent) in accordance with *N.J.A.C. 14:18-5.1* for the purpose of receiving, investigating and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters. Such business office shall have a publicly listed toll-free telephone number and be open during the Company's standard business hours, and in no event (except in case of emergency) less than 9:00 a.m. to 5:00 p.m., Monday through Friday.

## **Section 11. MUNICIPAL COMPLAINT OFFICER**

The Office of Cable Television is hereby designated as the complaint officer for the municipality, pursuant to *N.J.S.A. 48:5A-26(b)*.

All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5.

**Section 12. PERFORMANCE BONDS**

During the life of the franchise the Company shall give a bond to the municipality, which bond shall be in the amount of twenty-five thousand dollars (\$25,000.00).

Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application and incorporated herein.

**Section 13. RATES**

The rates of the Company shall be subject to regulation as permitted by federal and state law. Such rates shall in all cases conform to the approved rates required to be filed with the Office of Cable Television.

**Section 14. COMMITMENTS BY THE COMPANY**

Within six (6) months of receipt of a Renewal Certificate of Approval, the Company shall provide the Township with a one-time technology grant in the amount of thirty three thousand (\$33,000) dollars for the Township's cable and technology related needs.

**Section 15. LIABILITY INSURANCE**

The Company shall at all times maintain and keep in full force and effect at its sole expense as general liability insurance policy with a single limit amount of not less than \$1,000,000.00 covering liability for death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system together with an excess liability policy (also known as an "umbrella" policy) in an amount of not less than \$5,000,000.00.

**Section 16. EMERGENCY USES**

The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal laws and regulations.

**Section 17. INCORPORATION OF THE APPLICATION**

All of the commitments and statements contained in the application and any amendment thereto submitted in writing to the Municipality by the company except as modified herein, are binding upon the Company as terms and conditions of this consent. The application and any other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference as long as they do not conflict with state or federal law.

**Section 18. COMPETITIVE EQUITY**

Should the Municipality grant a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

**Section 19. BENEFICIARIES TO AGREEMENT**

This agreement shall inure to the benefit of the Company and the Township and their respect successors and assigns. Nothing in this franchise is intended to confer third-party beneficiary status on any person or entity not a party to this agreement nor give any third-party a right to enforce provisions of this agreement.

**Section 20. SEVERABILITY**

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.

**AND BE IT FURTHER ORDAINED AND ESTABLISHED** that this Ordinance shall become effective upon adoption and publication in accordance with law and issuance of a Renewal Certificate of Approval by the BPU.

The meeting was open to the public for comments.

There being no comments the meeting was closed to the public.

Mr. Moran made a motion, seconded by Mr. Ogozalek, Sr. to adopt the ordinance on second reading.

Mr. Macey, Mr. Ogozalek, Sr., Mr. Moran and Mr. Catrambone voted aye.

Ayes: 4

Nays: None

Motion Approved

**TOWNSHIP OF DELRAN  
ORDINANCE 2008-14**

**AN ORDINANCE OF THE TOWNSHIP OF DELRAN AUTHORIZING  
THE EXECUTION AND DELIVERY OF AN INTERLOCAL SERVICES  
AGREEMENT BETWEEN THE TOWNSHIP OF DELRAN AND THE  
COUNTY OF BURLINGTON, NEW JERSEY RELATING TO OPEN  
SPACE IN THE TOWNSHIP OF DELRAN**

**WHEREAS**, the Township of Delran (the “Local Unit”), in the County of Burlington, New Jersey, has determined that there is a need within the Local Unit to acquire property for use as open space:

**WHEREAS**, the County of Burlington (the “County”) has established a Local Open space Land Grant Program (the “Program”) to assist Local Units within the County in preservation of open space, and;

**WHEREAS**, the Local Unit has determined that it desires to have the County share in the costs of acquiring such property in accordance with the Program and pursuant to the terms and conditions of an Interlocal Services Agreement (the “Agreement”) between the Local Unit and the County to be executed and delivered in accordance with the Interlocal Services Act, NJS Sections 40:8A-1, et seq.

**NOW THEREFORE BE IT ORDAINED** by the Township council of the Township of Delran as follows:

Section 1. Capitalized Terms defined in the whereas clauses above are given the meanings ascribed thereto in the WHEREAS clauses above.

Section 2. The Agreement substantially in the form presented at this meeting is hereby approved and adopted by the Local Unit.

Section 3. The Mayor and Township Clerk are hereby authorized to execute and deliver the Agreement and they and the other officers of the Township as well are hereby authorized to execute and deliver any and all certificates, agreements, and documents necessary to effectuate the Local Unit’s obligations under the Agreement.

Section 4. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 5. This ordinance shall take effect after final adoption and publication according to law.

The meeting was open to the public for comments.

Frank DiLuzio asked if this ordinance allows the township to finance \$1.8 million for the purchase of the Myers Tract and asked if this is above what the state and the county gives the township.

Mr. Macey stated that township needs to bond the entire purchase price.

Mr. Hatcher stated that we have been approved by Green Acres for a \$350,000 grant and we are awaiting approval for an additional \$300,000.

Mr. Macey if we get the entire \$650,000 it would come to use via a check. The approved number on the appraisal is \$1.2 million. The county will also contribute .25 cents on the dollar based on the \$1.2 million over twenty years. When we get the \$650,000, we will have the choice of paying down the debt or putting that money back into the open space fund.

Mr. Hatcher stated that the reason we are bonding \$2 million is because there are additional costs involved. Mr. Hatcher stated that the ordinance only authorizes us to borrow \$2 million it does not mean that we will. If we received money from the state or county, we could use that toward the purchase price. Mostly likely the process will be very long.

Mr. DiLuzio asked if that money is given to use strictly for the purchase of that property.

Mr. Hatcher stated that it is specific to the project.

Mr. DiLuzio stated that for the past five years, we have had an open space tax and he asked what is being done with that money.

Mr. Hatcher stated that some of the money will go toward the purchase of the Myers Tract and the additional money will remain in the trust fund for Council to either purchase additional property or develop the Myers Tract.

Mr. DiLuzio asked if Council was looking into developing this property.

Mr. Paris is looking into other ways to develop this property without using the open space funds.

Mr. DiLuzio stated that he just feels that there is a lot of money and things are not getting done. He also asked how much the \$2 million will affect the taxes.

Mr. Macey stated that it will not affect the taxes because we will use the open space money.

Mr. DiLuzio stated that once this property belongs to the township he would like to see something done with it.

Mr. Catrambone stated that this discussion is more for Ordinance 2008-15 the ordinance that we were having public hearing on is the ordinance that allows us to partner with the county for funding.

Mr. Ogozalek, Sr. stated that he is on the same page and would like to see something done once we have the property.

The meeting was closed to the public.

Mr. Ogozalek, Sr. made a motion, seconded by Mr. Moran to adopt the ordinance on second reading.

Mr. Macey, Mr. Ogozalek, Sr., Mr. Moran and Mr. Catrambone voted aye.

Ayes: 4  
Nays: None

Motion Approved

**TOWNSHIP OF DELRAN  
ORDINANCE 2008-15**

**AN ORDINANCE OF THE TOWNSHIP OF DELRAN,  
IN THE COUNTY OF BURLINGTON, NEW JERSEY,  
PROVIDING FOR THE ACQUISITION OF  
PROPERTY IN AND FOR THE TOWNSHIP OF  
DELRAN AND APPROPRIATING \$2,000,000  
THEREFOR, AND PROVIDING FOR THE  
ISSUANCE OF \$1,900,000 IN BONDS OR NOTES  
OF THE TOWNSHIP OF DELRAN TO FINANCE  
THE SAME**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF DELRAN, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Township of Delran, in the County of Burlington, New Jersey (the "Township") as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$2,000,000 including the sum of \$100,000 as the down payment for the improvement or purpose pursuant to the Local Bond Law. The down payment is hereby appropriated from the Municipal Open Space, Recreation and Farmland and Historic Preservation Trust Fund.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds or notes are hereby authorized to be issued in the principal amount of \$1,900,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds or notes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for which the bonds or notes are to be issued is to provide for the acquisition, for conservation and/or recreation purposes, of the property known as the Myers Tract (Block 83, Lots 12 and 13 on the tax maps of the Township) in the Township of Delran, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. No part of the costs thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose, within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,900,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An amount not exceeding \$200,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvement or purpose.

Section 7. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance.

Section 8. The full faith and credit of the Township is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.

Section 10. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

The meeting was open to the public for comments.

There being no comments the meeting was closed to the public.

Mr. Moran made a motion, seconded by Mr. Ogozalek, Sr. to adopt the ordinance on second reading.

Mr. Macey, Mr. Ogozalek, Sr., Mr. Moran and Mr. Catrambone voted aye.

Ayes: 4  
Nays: None

Motion Approved

The meeting was open to the public for comments.

There being no comments the meeting was closed to the public.

Mr. Moran made a motion, seconded by Mr. Ogozalek, Sr. to adopt the ordinance on second reading.

Mr. Macey, Mr. Ogozalek, Sr., Mr. Moran and Mr. Catrambone voted aye.

Ayes: 4  
Nays: None

Motion Approved

**TOWNSHIP OF DELRAN  
RESOLUTION 2008-149**

**CLOSED MEETING RESOLUTION**

**WHEREAS**, N.J.S.A. 10:4-6 et seq. (Open Public Meeting Act) provides for the exclusion of the public from public meeting for certain reasons; and **WHEREAS**, it is necessary to close the special meeting of December 29, 2008 for the following reason:

1. Litigation – Klumpp v. Delran Township

**NOW, THEREFORE, BE IT RESOLVED** that the meeting is closed for the reasons above in accordance with the Open Public Meeting act.

Mr. Macey made a motion, seconded by Mr. Morrow to adopt the resolutions.

There being no questions, the roll was called.

Mr. Macey, Mr. Ogozalek, Sr., Mr. Moran and Mr. Catrambone voted aye.

Ayes: 4  
Nays: None

Motion Approved

Mr. Moran made a motion seconded by Mr. Macey to end close session. All were in favor.

Mr. Ogozalek, Sr. made a motion, seconded by Mr. Macey to adjourn the meeting. All were in favor, the meeting adjourned.

Submitted,

Jamey Eggers  
Municipal Clerk

DRAFT