



Ocean County Board of Chosen Freeholders

OFFICE OF THE
OCEAN COUNTY FREEHOLDERS

Director Joseph H. Vicari
Deputy Director John C. Bartlett
John P. Kelly
James F. Lacey
Gerry P. Little

101 Hooper Ave
Toms River, New Jersey
08754-2191
Tel: 732-929-2005
Fax: 732-505-1918

Board Meeting Agenda

Date: March 19, 2014 - 4:00 PM

Location: Administration Building
Room 119
101 Hooper Avenue
Toms River, NJ 08754

- A. STATEMENT Compliance with the Open Public Meetings Act.
 - 1. Call to order.
 - 2. Roll Call.
 - 3. The Pledge of Allegiance and Prayer.

- B. PROCLAMATION
 - 1. Proclaiming March 16-22, 2014 as "Poison Prevention Week" in Ocean County.

- C. RESOLUTION INTRODUCTION
 - 1. 2014 Ocean County Budget and Accompanying Resolutions.

- D. Authorizing Payment of Bills in Bill Committee Report No. 6.

- E. Authorizing Engineering Payments to Contractors as listed below.
 - 1. LUCAS BROTHERS, INC. - Realignment of County Route 571 at Francis Mills, Jackson Township, Federal Project No. STP-0245(104), State No. 6912310 - Change Order #1, E-\$7,992.00, R-\$0.00.
 - 2. FORTE EXCAVATING, LLC - Stormwater Management Contract 2013-A (Commonwealth Boulevard, Manchester Township) - Partial Estimate #5, \$24,045.90.

3. P&A CONSTRUCTION, INC. - Reconstruction of Bay Boulevard from N.J.S.H. Rt. 35 to Princeton Avenue, Toms River Township and Lavallette Borough - Partial Estimate #2, \$23,520.00.
4. EARLE ASPHALT COMPANY - Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2013-C - Partial Estimate #3, \$11,466.86.

F. RESOLUTIONS

1. Authorizing the County Personnel Resolution.
2. Honoring Delford Jones as he retires from over 27 years of dedicated service to the Ocean County Juvenile Services Department.
3. Honoring Robert Nagel as "Corporate Visionary", Ryan Blumenthal as "Young Entrepreneur of the Year", Ralph Wolff as "Humanitarian of the Year" and Brian Tramontano and Lisa Nagy as the "Matthew Pitera Volunteers of the Year", given by the American Cancer Society.
4. Honoring Detective Mitch Cowit, Officer Michael Kelly, Officer Michael Goelz and Officer Brad Reider as the "2014 Police Officers of the Year", given by the Jackson Kiwanis Club.
5. Authorizing Emergency Temporary Appropriations to the 2014 Temporary County Budget.
6. Authorizing Transfer between Appropriation Account Reserves.
7. Authorizing a change in the Custodian of the Prosecutor's Office Emergency Petty Cash Fund.
8. Authorizing a change in the Custodian of the Prosecutor's Office Confidential Investigations Petty Cash Fund.
9. Authorizing an Amendment to the Employee 457 Deferred Compensation Plan Contract with Mass Mutual.
10. Authorizing the execution of a Grant Application for the 2014 State Health Insurance Program to the NJ Department of Human Services Division of Aging Services.
11. Authorizing the execution of a Grant Application for the FTA:JARC Rt. 37 Bus Services for calendar years 2015 and 2016.
12. Authorizing the execution of the Community Development Block Grant Essential Services Grant Application.
13. Authorizing the execution of five (5) Grant Agreements with various Non-Profit Organizations through the NJ Historical Commission FY13/14.
14. Authorizing the execution of two (2) Shared Services Agreements through the Prosecutor's Program FY14.
15. Authorizing the execution of five (5) Shared Services Agreements through the Driving While Intoxicated Enforcement Program FY13/14.

16. Authorizing the execution of three (3) Shared Services Agreements through the Drug Recognition Expert Callout Program.
17. Authorizing the execution of an Intergovernmental Agreement with the OC Board of Health in implementing its 2014 Solid Waste Control Program.
18. Authorizing an Intergovernmental Agreement with the Township of Eagleswood for Schedule "C" Road Department Services, in an amount not to exceed \$10,000.00 and Schedule "C" Vehicle Services Department, in an amount not to exceed \$500.00.
19. Authorizing an Intergovernmental Agreement with the Township of Jackson for Schedule "C" Road Department Services, in an amount not to exceed \$16,000.00.
20. Authorizing an Intergovernmental Agreement with the Township of Lacey for Schedule "C" Road Department Services, in an amount not to exceed \$20,000.00.
21. Authorizing an Intergovernmental Agreement with the Township of Lakewood for Schedule "C" Road Department Services, in an amount not to exceed \$30,000.00 and Schedule "C" Engineering Department Services, in an amount not to exceed \$10,000.00.
22. Authorizing an Intergovernmental Agreement with the Township of Manchester for Schedule "C" Road Department Services, in an amount not to exceed \$25,000.00.
23. Authorizing an Intergovernmental Agreement with the Township of Stafford for Schedule "C" Road Department Services, in an amount not to exceed \$20,000.00 and Schedule "C" Engineering Department Services, in an amount not to exceed \$10,000.00.
24. Authorizing an Intergovernmental Agreement with the Borough of Seaside Park for Schedule "C" Road Department Services, in an amount not to exceed \$10,000.00 and Schedule "C" Vehicle Services Department, in an amount not to exceed \$2,000.00.
25. Authorizing an Intergovernmental Agreement with the OC Vocational Technical School for Schedule "C" Road Department Services, in an amount not to exceed \$70,000.00.
26. Authorizing an Intergovernmental Agreement with the Toms River Board of Education for Schedule "C" Road Department Services, in an amount not to exceed \$35,000.00 and Schedule "C" Vehicle Services Department, in an amount not to exceed \$5,000.00.
27. Authorizing the execution of fifty-seven (57) Tourism Promotional Grants.
28. Authorizing the execution and delivery of Loan Agreements with the NJ Environmental Infrastructure Trust and the State of New Jersey and further authorizing the execution and delivery of an Escrow Agreement, all pursuant to the SFY NJ Environmental Infrastructure Trust Financing Program for the County Basin Project.
29. Determining the form and other details of not exceeding \$3,000,000.00 County of Ocean General Improvement Bonds, Series 2014 and providing for their sale to the NJ Environmental Infrastructure Trust and the State of NJ pursuant to the SFY NJ Environmental Infrastructure Trust Financing Program.
30. Authorizing a Modification to the First-Time Homebuyer Program to include new participants, as recommended by the Planning Director.

31. Accepting the donation of a Trailer from Hecht Trailers for a term of one (1) year for use by the OC Department of Parks and Recreation.
32. Consenting to an Amendment to the OCWater Quality Management Plan.
33. Amending a Resolution adopted on 2/5/2014 due to a typographical error.
34. Authorizing the execution of a Collective Bargaining Agreement with the Office and Professional Employees International Union Local #32 representing Blue Collar Supervisors, for the period 4/1/2013 through 3/31/2016.
35. Authorizing the execution of a Settlement Agreement with Fletcher Thompson Architecture Engineering.
36. Authorizing the Release of Performance Bond No. 586750S, in the amount of \$500,000.00 to 528 Associates for the Construction of Grawtown Estates, Jackson Township, effective on or before 2/13/2012.
37. Authorizing an Addendum to a Subrecipient Agreement with OCEAN, Inc.

G. MOTIONS

1. Authorizing the Clerk of the Board to record and/or accept Legal Instruments.
2. Approving the Distribution of Requests for Proposals and/or Requests for Qualifications for: 1) Creation, Design and Production of Video Programs for use in conjunction with the Ocean County Education and Arts Network (Channel 20) Programming and on the County's Website
3. Approving the Minutes of the Pre-Board Meeting of 1/29/2014.
4. Approving the Minutes of the Pre-Board Meeting of 2/11/2014.
5. Approving the Minutes of the Board Meeting of 2/5/2014.
6. Approving the Plans and Specifications and authorizing the County Engineer to advertise for the receipt of bids for Ocean County College Infrastructure Improvements, Phase III, Toms River Township.
7. Approving the Plans and Specifications and authorizing the County Engineer to advertise for the receipt of bids for the Construction of Barnegat Branch Trail Phase VI, Berkeley Township.
8. Approving the OC Master Payroll paid on 3/12/2014 for the payroll period of 2/13/2014 through 2/26/2014 and for the payroll period of 2/27/2014 through 3/12/2014, in the amount of \$5,091,181.85.

H. BID AWARDS

1. Awarding a Contract for the furnishing and delivery of INSTALLATION OF DECORATIVE RAIL AT MANTOLOKING FISHING PIER PARK, BRICK, NJ to Ninsa, LLC, the lowest qualified bidder.

2. Awarding a Contract for the furnishing and delivery of DUCTILE IRON CULVERT PIPE to HD Supply Waterworks, LTD, the lowest qualified bidder.
3. Awarding a Contract for the furnishing and delivery of CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE to Air Systems Maintenance, Inc., the lowest qualified bidder.
4. Awarding a Contract for the furnishing and delivery of PRINTING OF OCEAN COUNTY BROCHURES NO. II to Bartash Printing, Inc., the lowest qualified bidder. Recommendation is made to not award Item No. 1.
5. Awarding Contracts for the furnishing and delivery of CATCH BASINS AND MANHOLE CASTINGS to Bridgestate Foundry and General Foundries, Inc., the lowest qualified bidders.
6. Awarding Contracts for the furnishing and delivery of STATIONERY AND OFFICE SUPPLIES to W.B. Mason Co., Inc. and Office Basics, Inc., the highest qualified bidders.
7. Awarding a Contract for the RECONSTRUCTION OF TRAFFIC SIGNALS, CONTRACT 2014A, BOROUGH OF SEASIDE HEIGHTS to Orchard Holdings, LLC, the lowest qualified bidder, in an amount not to exceed \$563,983.07.

I. CHANGE ORDERS

1. Authorizing Change Order #1 to Altec Building Systems Corp. for Building #31, Chestnut Street, Fire Damage Repairs, a decrease in the amount of \$1,000.00.
2. Authorizing Change Order #1 to Altec Building Systems Corp. for Replacement of Front Entrance Enclosures at the O.C. Administration Building, an increase in the amount of \$6,995.00.

J. CONTRACTS

1. Authorizing an Extension of a Competitive Contract with Conmed, Inc. t/a Conmed Healthcare Management, Inc. to provide Jail Healthcare Services for the OC Department of Corrections to extend the term of the contract for one (1) additional year.
2. Authorizing an Extension of a Competitive Contract with Preferred Behavioral Health of NJ, Inc. for an Outpatient Substance Abuse Program for the Department of Juvenile Services, to extend the term of the contract for one (1) additional year.
3. Authorizing an Extension of a Competitive Contract with New Hope Foundation, Inc. for providing Inpatient Substance Abuse Treatment for the Department of Juvenile Services to extend the term of the contract for one (1) additional year.
4. Authorizing an Extension of a Competitive Contract with Youth Advocate Programs, Inc. for Family Court Diversion Services for the Department of Juvenile Services to extend the term of the contract for one (1) additional year.
5. Authorizing an Extension of a Competitive Contract with Ellen Ciccone Zupkus, Ph.D. for Sexual Abuse & Behavior Treatment Services for the Department of Juvenile Services to extend the term of the contract for one (1) additional year.

6. Awarding a Professional Services Contract to Key-Tech for Material Testing and Inspection and related services, where and as directed on Construction Projects.
7. Awarding a Professional Services Contract to French and Parrello Associates, PA for Material Testing and Inspection and related services, where and as directed on Construction Projects.
8. Awarding a Professional Services Contract to Pennoni Associates, Inc. for Material Testing and Inspection and related services, where and as directed on Construction Projects.
9. Awarding a Professional Services Contract to Craig Testing Laboratories, Inc. for Material Testing and Inspection and related services, where and as directed on Construction Projects.
10. Awarding a Professional Services Contract to Vertical V-Northeast, Inc. for Material Testing and Inspection and related services, where and as directed on Construction Projects.
11. Awarding a Professional Services Contract to Advantage Engineers for Material Testing and Inspection and related services, where and as directed on Construction Projects.

K. APPOINTMENTS AND REAPPOINTMENTS

1. Appointing Benjamin Waldron, Lanoka Harbor; Tina Pilot, Toms River; Robert Hilton, Brick; and Jeremy Grunin, Toms River as new members of the OC TOURISM ADVISORY COUNCIL for an initial term to expire 9/30/2017.
2. Appointing John A. Bacchione, Bayville for an initial term to expire 2/18/2016 and Terence M. O'Leary, Bayville for an initial term to expire 2/18/2017; and reappointing Ronald Dancer, Plumsted and William Fox, Jackson for a term of three (3) years, term to expire 2/18/2017; all to the OC NATURAL LANDS TRUST FUND ADVISORY COMMITTEE.
3. Appointing Shelby Voorhees, Manchester as a member for a term of three (3) years, term to expire 3/31/2017; and appointing Barbara Barr, Eagleswood to fill the unexpired term of William Sette, and Kimberly Reilly, Toms River to fill the unexpired term of Rev. Jocelyn Johnston, both terms to expire 3/31/2015; and appointing John Carman, Barnegat and Michelle Miller, Toms River as alternate members for an initial term to expire 3/31/2015; and reappointing Mary Pat Angelini, Brick; Linda Gyimoty, Beachwood; Michele Hutchison, Toms River; and Linda Murtagh, Toms River as members; and reappointing Denise Stevens, Barnegat; Candy Fortier, Toms River; and Marisa Ligato, Toms River as alternate members for a term of three (3) years, term to expire 3/31/2017; all to the OC HUMAN SERVICES ADVISORY COUNCIL.
4. Reappointing Linda Kelly, Lakewood; James K. Merritt, Seaside Park; and Lois M. Schoeck, Island Heights to the CATTUS ISLAND COUNTY PARK ADVISORY COUNCIL for a term of three (3) years, term to expire 3/31/2017.
5. Reappointing Brian S. Kubiak, Toms River as an alternate member of the OC CONSTRUCTION BOARD OF APPEALS for a term of four (4) years, term to expire 3/31/2018.

6. Reappointing Carolann V. Blake, Jackson; Anthony DePaola, Berkeley Township; and Veronica A. Laureigh, Forked River to the OC BOARD OF HEALTH for a term of three (3) years, term to expire 3/23/2017.
7. Reappointing David E. Ekelmann, Manahawkin and Brendan Weiner, Toms River to the OC MOSQUITO EXTERMINATION COMMISSION for a term of three (3) years, term to expire 3/31/2017.

L. RECEIVED ITEMS

M. RESOLUTIONS FROM GOVERNING BODIES

1. Berkeley Township calling on the Legislature to make permanent the 2% Cap on Interest Arbitration Awards.
2. Berkeley Township supporting A-347 which allows municipalities to require compliance with the State and local property maintenance codes from creditors.
3. Berkeley Township requesting FEMA Assistance for NJ towns due to high snow removal costs.
4. Cape May County supporting H.R.-3370 as amended concerning flood insurance premiums.
5. Berkeley Township authorizing the Bayville Volunteer Fire Company to hold coin toss fundraisers on municipal roads.
6. Berkeley Township endorsing the County's lowering of the speed limit on Veterans Boulevard.
7. OC Board of Health recognizing April 26, 2014 as "National Prescription Drug Take-Back Day".
8. OC Board of Health recognizing April 26-May 3, 2014 as "National Infant Immunization Week".
9. OC Board of Health recognizing "National Youth Sports Safety Month".
10. OC Board of Health recognizing "Minority and Multicultural Health Month".
11. OC Board of Health recognizing the month of April 2014 as "National Alcohol Awareness Month".
12. OC Board of Health recognizing "National Doctors Day".

N. MINUTES AND MEETING NOTICES

1. OC Utilities Authority Meeting Minutes of 1/23/2014.
2. OC Mental Health Board Meeting Minutes of 1/13/2014 and 2/10/2014.
3. OC Mosquito Extermination Commission Meeting Minutes of 2/24/2014.

4. OC Planning Board Meeting Minutes of 3/5/2014.
5. OC Board of Health Meeting Minutes of 2/5/2014.
6. OC Library Commission Meeting Minutes of 2/18/2014 and Meeting Notice of 3/18/2014.

O. REPORTS

1. 2014 County of Ocean Equalization Table.

P. APPROVALS

1. Divison of Local Government Services approval of sixty-seven (67) Items of Revenue.

Q. FREEHOLDER COMMENTS

- R. PUBLIC COMMENTS - Comments from members of the audience are invited at this time with a limit of five (5) minutes per speaker.

S. ADJOURNMENT

**No Associated
Documents**

Office of the Freeholder Director

Proclamation

March 19, 2014

WHEREAS, more than 2 million poisonings are reported each year to the 61 Poison Control Centers across the country. More than 90 percent of these poisonings occur in the home; and

WHEREAS, the majority of non-fatal poisonings occur in children younger than 6 years of age and poisonings are one of the leading causes of death among adults; and

WHEREAS, on September 16, 1961, United States Congress established *National Poison Prevention Week*, and shortly thereafter, the Poison Prevention Week Council was organized to coordinate this annual event and promote poison prevention; and

WHEREAS, *National Poison Prevention Week* has been designated as the third week in March each year to highlight the dangers of poisonings and how to prevent them; and

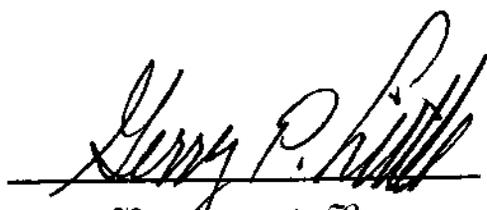
WHEREAS, the National Poison Prevention Organization urges parents to store harmful products out of their children's reach at all times and to be aware of young children's growing capacities to explore and experiment. Such natural curiosity can lead to poisonings when chemicals or medications are within reach and parents are not paying close attention.

NOW, THEREFORE, I, JOSEPH H. VICARI, DIRECTOR of the *COUNTY OF OCEAN, STATE OF NEW JERSEY*, on behalf of this Board, hereby proclaim the week of March 16 - 22, 2014:

NATIONAL POISON PREVENTION WEEK

in Ocean County and urge all citizens to check their surroundings and become actively involved in helping ensure the safety of children and adults in your home and your community.




Presented By
Freeholder Gerry P. Little


Freeholder Director
Joseph H. Vicari

**No Associated
Documents**

COUNTY OF OCEAN, NEW JERSEY



2014

COUNTY BUDGET

**2014 COUNTY DATA SHEET
(MUST ACCOMPANY 2014 BUDGET)**

COUNTY OF OCEAN

COUNTY OFFICIALS	
Betty Vasil <u>Clerk of the Board of Chosen Freeholders</u>	
Julie N. Tarrant <u>County Finance Officer</u>	Y0002 Cert. No.
Robert W. Allison <u>Registered Municipal Accountant</u>	483 Lic. No.
John C. Sahradiuk <u>County Counsel</u>	
Carl W. Block <u>County Administrator</u>	

Official Mailing Address of County:

COUNTY OF OCEAN

101 HOOPER AVENUE, P.O. BOX 2191

TOMS RIVER, NEW JERSEY 08754-2191

FAX #: (732) 506-5129 (Finance Department)

FAX #: (732) 506-5000 (Other County Business)

BOARD OF CHOSEN FREEHOLDERS	
NAME	TERM EXPIRES:
Joseph H. Vicari <u>Director</u>	Dec. 31, 2014
John C. Bartlett, Jr. <u>Deputy Director</u>	Dec. 31, 2015
Gerry P. Little <u>Deputy Director</u>	Dec. 31, 2015
John P. Kelly <u>Deputy Director</u>	Dec. 31, 2016
James F. Lacey <u>Deputy Director</u>	Dec. 31, 2016

Please attach this to your 2014 Budget and Mail to:

Thomas H. Neff, Director
 Division of Local Government Services
 Department of Community Affairs
 P.O. Box 803
 Trenton, NJ 08625

Sheet A

INTRODUCED

Division Use Only Municode: _____ Public Hearing Date: _____
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**2014
COUNTY BUDGET
OCEAN**

for the Fiscal Year 2014

It is hereby certified that the Budget and Capital Budget annexed hereto and hereby made a part hereof is a true copy of the Budget and Capital Budget approved by resolution of the Board of Chosen Freeholders on the 19th day of March, 2014 and that public advertisement will be made in accordance with the provisions of N.J.S. 40A:4-6 and N.J.A.C. 5:30-4.4(f).

Betty Vasil

Clerk of the Board of Chosen Freeholders

101 Hopper Avenue

Address

Toms River, New Jersey 08753

Address

(732) 929-2005

Phone Number

Certified by me, this _____ day of _____, 2014

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, and the total of antipated revenues equals the total of appropriations.

Certified by me, this _____ day of _____, 2014

Robert W. Allison

Register's Municipal Accountant

10 Allen Street, Suite 2B, Toms River, NJ 08753

Address

Holman Frenia and Allison, P.C.

Address

(732) 797-1333

Phone Number

Certified by me, this _____ day of _____, 2014

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, and the total of antipated revenues equals the total of appropriations.

Certified by me, this _____ day of _____, 2014

Chief Financial Officer

Julie N. Tarrant

DO NOT USE THESE SPACES

CERTIFICATION OF ADOPTED BUDGET

(It is hereby certified that the amount to be raised by taxation for County purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.)

Dated: _____, 2014

By: _____

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

CERTIFICATION OF APPROVED BUDGET

(Do not advertise this Certification form)

It is hereby certified that the Approved Budget made part hereof complies with the requirements of law, and approval is given pursuant to N.J.S. 40A:4-79.

Dated: _____, 2014

By: _____

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

COMMENTS OR CHANGES REQUIRED AS A CONDITION OF CERTIFICATION OF DIRECTOR OF LOCAL GOVERNMENT SERVICES

The changes or comments which follow must be considered in connection with further action on this budget.

County of Ocean

COUNTY BUDGET NOTICE

Annual Budget of the County of Ocean for the Fiscal Year 2014
 Be it Resolved, that the following statements of revenue and appropriations shall constitute the County Budget for the year 2014
 Be it Further Resolved, that said Budget be published in the Asbury Park Press
 in the issue of April 2, 2014.
 The Board of Chosen Freeholders of the County of Ocean does hereby approve the following as the Budget for the year 2014:

RECORDED VOTE Abstained {
 (insert last name) Ayes {
Nays {
Absent {

Notice is hereby given that the Budget and Tax Resolution was approved by the Board of Chosen Freeholders of the County of Ocean on March 19, 2014.
 A Hearing on the Budget and Tax Resolution will be held at the Ocean County Administration Building, Room #119, 101 Hooper Avenue, Toms River, NJ on April 16, 2014 at 4:00 (P.M.) at which time and place objections to said Budget and Tax Resolution for the year 2014 may be presented by taxpayers or other interested persons

EXPLANATORY STATEMENT			
SUMMARY OF APPROVED BUDGET	FCOA	YEAR 2014	YEAR 2013
Total Appropriations (Item 5, Sheet 32)		400,794,816.00	418,647,593.00
Less: Anticipated Revenues (Item 5, Sheet 8)		90,364,523.00	121,849,834.00
Amount to be Raised by Taxation - County Purpose Tax (Item 8, Sheet 9)	07-190	310,430,295.00	296,797,759.00

**EXPLANATORY STATEMENT - (Continued)
SUMMARY OF 2013 APPROPRIATIONS EXPENDED AND CANCELED**

	General Appropriations	Utility Appropriations
Budget Appropriations	386,188,713.00	0.00
Budget Appropriations Added by N.J.S. 40A:4-87	32,458,880.00	0.00
Emergency Appropriations	0.00	0.00
Total Appropriations	418,647,593.00	0.00
<u>Expenditures:</u>		
Paid or Charged	406,634,689.55	0.00
Reserved	12,008,413.79	0.00
Unexpended Balances Canceled	4,489.66	0.00
Total Expenditures and Unexpended Balances Canceled	418,647,593.00	0.00
Overexpenditures*	0.00	0.00

*See Budget Appropriation Items so marked to the right of column titled Expended 2013 - Reserved.

Explanations of Appropriations for "Other Expenses"

The amounts appropriated under the title of "Other Expenses" are for operating costs other than "Salaries & Wages".

Some of the Items Included in "Other Expenses" costs are:

Materials, supplies and non-bondable equipment;

Repairs and maintenance of buildings, equipment, roads, etc.;

Contractual services;

Cost of maintaining indigent patients in state hospitals;

Senior, permanent disability, child welfare, assistance for dependent children and similar assistance;

Printing and advertising, utility services, insurance and many other items essential to the services rendered by county government.

**EXPLANATORY STATEMENT (Continued)
2014 COUNTY OF OCEAN
BUDGET MESSAGE**

**COUNTY REVENUES - EXCLUSIVE OF TAXATION
(2010 - 2014)**

Year	Miscellaneous Revenue Anticipated (Including Surplus)	(Surplus)	Surplus Balance as of 12/31
2010	60,962,785	17,700,000	33,931,147
2011	59,417,603	17,200,000	34,403,042
2012	54,162,713	17,000,000	34,073,042
2013	89,390,954	16,500,000	35,603,731 (unaudited)
2014	90,364,523	16,000,000	

**COUNTY VALUATION AND TAX RATE
(2010 - 2014)**

Year	Valuation	Tax Rate	Amount to be Raised By Taxation
2010	105,510,706,298	.272	287,002,464
2011	104,334,745,378	.281	293,278,750
2012	100,177,834,492	.299	300,026,643
2013	91,163,070,530	.325	296,797,759
(Est) 2014	90,883,900,526	.341	310,430,295

It has always been the policy of the Board of Chosen Freeholders to provide quality services to the residents of the County while maintaining a stable tax rate for the taxpayers of the County. The 2014 County Budget has been developed with that theory in mind along with fiscal conservatism.

The formulation of the Budget was accomplished through a series of Budget sessions with the assistance of the County Officials over a three month period. These sessions included budget conferences with various Departments and Agencies of the County.

With this 2014 County Budget, the Board of Chosen Freeholders will increase the tax rate to .341 cents per \$100 of equalized property value.

The budget totals \$400,794,818 up \$14.6 million.

The amount to be raised in taxation is \$310,430,295, up \$13,632,536.

The County will use \$16,000,000 from its surplus to support the 2014 Budget, a \$500,000 reduction compared to 2013.

With the passage of Chapter 78 of the Laws of 2011, local government units were required to institute specific formulas for the calculation of employee health benefit contribution. The formulas are based on type of coverage, base salary and cost of coverage. The 2014 County Budget includes an appropriation for Group Insurance for Employees in the amount of \$40,867,681. This amount was derived by subtracting the estimated employee contribution to be collected of \$3,483,228 from the calculated cost of \$44,350,909.

The County has prepared the Budget in accordance with the mandatory 2007 State laws for "Property Tax Levy CAP", which are reflected on sheets 3c and 3d.

A public hearing on the 2014 spending plan is scheduled for Wednesday, April 16th at 4:00 p.m. in the Ocean County Administration Building, 101 Hooper Avenue, Toms River. Copies of the 2014 Ocean County Budget are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders and at each of the local library branches. Copies may also be obtained by contacting the Department of Finance at (732) 829-2127, or online at www.co.ocean.nj.us under Budget Information.

NOTE:

MANDATORY MINIMUM BUDGET MESSAGE MUST INCLUDE A SUMMARY OF:
 1. HOW THE "CAP" WAS CALCULATED. (Explain in words what the "CAP" mean and show the figures.)
 2. A SUMMARY BY FUNCTION OF THE APPROPRIATIONS THAT ARE SPREAD AMONG MORE THAN ONE OFFICIAL LINE ITEM (e.g. if Sheriff's Office SAW appears in the regular section and also under the State and Federal Programs section, combine the figures for purposes of citizen understanding.)

EXPLANATORY STATEMENT
 BUDGET MESSAGE - STRUCTURAL BUDGET IMBALANCES

Revenues at Risk		Line Item. Put "X" in cell to the left that corresponds to the type of imbalance.	Amount	Comment/Explanation
Non-recurring current appropriations	Future Year Appropriation Increases			
Structural Imbalance Offsets				
		Decline in Rateable Base	unknown	Recovery from Hurricane Sandy continues at a slow pace. Ongoing reassessments in non-Sandy affected areas continue due to market decline.
				As FEMA Base Flood Elevations have been finalized, recovery in these areas is still forecasted at three to five years
		Law Enforcement Contractual Obligation	unknown	Seven law enforcement contracts expired March 31, 2013. PBA 379 representing Sheriff's Officers proceeded with interest arbitration in early February 2014. The settlement was one and one half percent increase for contract years 2013, 2014 and 2015 ending March 31, 2016. The County anticipates that the other six contracts will be settled within 2014.
X		CDBG Essential Services Grant	\$9,216,702.00	Due to Hurricane Sandy, the County was awarded CDBG Essential Services Grant in 2013 of \$7,299,937. The grant request for 2014 is \$9,216,702 being applied to salary and wages of essential services personnel. In 2015 this funding may not be available, therefore causing a revenue deficit.

Explanatory Statement - (continued)
Budget Message

Analysis of Compensated Absence Liability

Organization/Department Eligible for Benefit	Gross Hours of Accumulated Absence	Value of Compensated Absences	Legal basis for benefit (check applicable items)		
			Approved Labor Agreement	Local Ordinance	Individual Employment Agreements
Election Board	1,628.23	\$20,638.92			
Prosecutors Superior Officers Assoc	2,824.83	\$30,206.69			
Prosecutors Clericals	4,597.55	\$50,623.79			
Asst Fire Marshals	2,350.02	\$33,996.62			
White Collar	15,896.23	\$171,690.89			
Blue Collar	45,917.78	\$418,210.96			
Detect / Invest (Prosecutors)	356.50	\$8,297.62			
Corrections Officers	2,443.58	\$54,834.11			
Corrections Superior Officers	3,311.53	\$72,742.84			
Prosecutors Sergeants	1,177.40	\$29,267.72			
White Collar Supervisors	9,249.38	\$102,175.37			
Blue Collar Supervisors	13,295.23	\$160,284.35			
Confidentials	3,188.05	\$40,729.59			
White Collar Confidentials	211.13	\$1,749.56			
Confidentials Managerials	10,106.07	\$106,551.11			
Confidentials Professionals	4,014.43	\$33,949.83			
Managerial Executives	34,734.58	\$379,615.48			
Professionals	14,693.73	\$189,929.52			
Engineering	2,436.05	\$33,314.75			
Sheriff's Superior Officers	3,272.85	\$70,223.79			
Sheriff's Officers	1,969.12	\$44,028.55			
Non-Union	3,752.83	\$31,576.96			

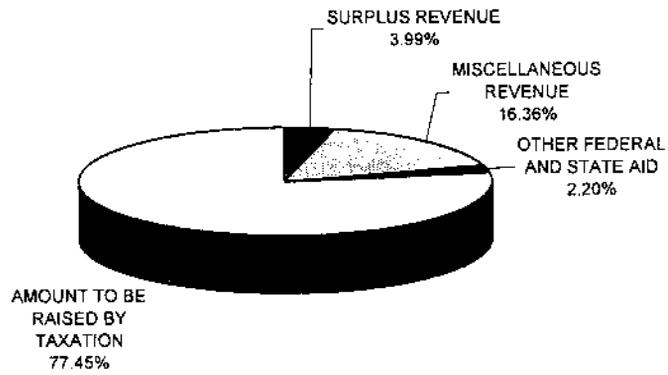
COUNTY OF OCEAN
CURRENT YEAR CAP CALCULATION PROGRAM
BUDGET YEAR 2014

County Purpose Tax 2013		\$296,797,759.00
CAP Base Adjustment		\$0.00
REVISED COUNTY PURPOSE TAX		296,797,759.00
EXCEPTIONS:		
LESS:		
Debt Service	39,746,688.00	
Deferred Charges to Future Taxation-Unfunded	505,000.00	
Emergency Authorizations	750,000.00	
Capital Improvements (N.J.S.A. 40A:2-21 & 40A:2-22)	10,538,283.00	
Matching Funds	748,334.00	
Authority - Share of Costs MUA	0.00	
County Welfare Board	20,711,161.00	
Vocational School	17,364,646.00	
Out-of-County Vo-Tech School	0.00	
County College (1992 Base = \$7,300,000)	7,400,259.00	
Out-of-County College (1992 Base = \$700,000)	0.00	
9-1-1 Emergency Service	1,993,340.00	
Pension	0.00	
Insurance	1,903,780.68	
TOTAL EXCEPTIONS		101,661,491.68
Allowable County Purpose Tax Before Additional Exceptions per (NJS 40A: 4-45.4)		195,136,267.32
.5 % CAP Amount		975,881.34
Allowable County Tax Before Additional Exceptions per (N.J.S. 40A:4-45.4)		196,111,948.66
VALUATIONS:		
New Construction of Improvements 2013	342,914,530.00	
Partial Assessments of New Construction 2013	409,455,179.00	
Total Value	752,369,709.00	
Apportioned Value	811,477,156.00	
Tax Rate (2013)	0.3283907800	2,664,816.16
EXCEPTIONS:		
Debt Service (Less: Reserves and Capital Surplus)	36,743,450.00	
Deferred Charges to Future Taxation-Unfunded	1,298,250.00	
Emergency Authorizations	300,000.00	
Capital Improvements (N.J.S.A. 40A:2-21 & 40A:2-22)	16,186,839.00	
Matching Funds	772,192.00	
Authority - Share of Costs MUA	0.00	
County Welfare Board	22,031,350.00	
Vocational School	17,664,646.00	
Out-of-County Vo-Tech School	0.00	
9-1-1 Emergency Service	2,009,116.00	
County College (1992 Base = \$7,300,000)	7,400,259.00	
Out-of-County College (1992 Base = \$700,000)	0.00	
Health Insurance	0.00	
TOTAL EXCEPTIONS:		104,406,102.00
Allowable County Purpose Tax after All Exceptions		303,182,866.82
CAP BANKING:		
CY 2012 CAP Banking	2,788,277.38	
CY 2013 CAP Banking	4,459,150.80	
COLA increase utilized	0.00	
TOTAL CAP BANKING:		7,247,428.18
"1977 Cap" Maximum County Purpose Tax After All Exceptions		\$310,430,295.00
County Local Purpose Tax per Budget		\$310,430,295.00

County of Ocean
Summary Levy Cap Calculation
Budget Year 2014
2% Cap Increase

Levy Cap Calculation		
Prior Year Amount to be Raised by Taxation - County Purpose Tax		296,797,759
Less: Prior Year Deferred Charges: Emergency Authorizations		750,000
Less: Prior Year Deferred Charges to Future Taxation Unfunded		505,000
Changes in Service Provider: Transfer of Service/Function		0
Net Prior Year Tax Levy for County Purpose Tax for Cap Calculation		295,542,759
Plus 2% Cap Increase		5,910,855
Adjusted Tax Levy		\$301,453,614
Plus: Assumption of Service/Function		\$0
Adjusted Tax Levy Prior to Exclusions		\$301,453,614
Exclusions:		
Allowable Shared Service Agreements Increase	0	
Allowable Health Care costs increase	0	
Allowable pension increases	415,701	
Allowable Capital Improvement Increase	5,648,556	
Allowable Debt Service and Capital Lease Increases	0	
Current Year Deferred Charges: Emergencies	300,000	
Deferred Charges to Future Taxation Unfunded	1,298,250	
Add Total Exclusions		7,662,507
Less: Cancelled or Unexpended Exclusions		4,482
Adjusted Tax Levy After Exclusions		\$309,111,639
Additions:		
New Ratables - Increase in Apportionment Valuation of New Construction and Additions	811,477,156	
Prior Year's County Purpose Tax Rate (per \$100)	0.32839078	
New Ratable Adjustment to Levy		2,664,816
Amounts approved by Referendum		0
Waivers applied for		0
Maximum Allowable Amount to be Raised by Taxation - County Purpose Tax		\$311,776,455
Amount to be Raised by Taxation - County Purpose Tax		\$310,430,295

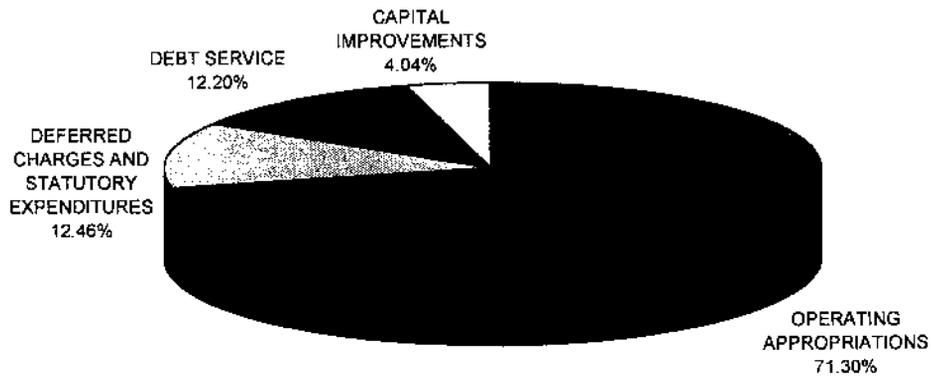
**OCEAN COUNTY'S 2014
BUDGET**
THE BUDGET DOLLAR



BUDGET REVENUES

<u>SOURCE</u>	<u>AMOUNT</u>	<u>%</u>
SURPLUS REVENUE	\$16,000,000.00	3.99%
MISCELLANEOUS REVENUE	65,560,991.00	16.36%
OTHER FEDERAL AND STATE AID	8,803,532.00	2.20%
AMOUNT TO BE RAISED BY TAXATION	<u>310,430,295.00</u>	<u>77.45%</u>
TOTAL:	<u>\$400,794,818.00</u>	<u>100.00%</u>

**OCEAN COUNTY'S 2014
BUDGET**
THE BUDGET DOLLAR



BUDGET APPROPRIATIONS

<u>APPROPRIATIONS</u>	<u>AMOUNT</u>	<u>%</u>
GENERAL GOVERNMENT	87,469,771.00	21.82%
HEALTH AND WELFARE	41,649,041.00	10.39%
EDUCATIONAL	33,761,132.00	8.42%
ROADS AND BRIDGES	23,263,813.00	5.80%
JUDICIARY	1,178,402.00	0.29%
REGULATION	24,979,547.00	6.23%
UNCLASSIFIED	31,041,709.00	7.75%
CORRECTIONAL AND PENAL	27,373,064.00	6.83%
RECREATIONAL	5,951,390.00	1.49%
CONTINGENT	300,000.00	0.08%
SUB-TOTAL:	<u>\$276,967,869.00</u>	<u>69.10%</u>
STATE AND FEDERAL PROGRAMS	<u>8,803,532.00</u>	<u>2.20%</u>
TOTAL OPERATING APPROPRIATIONS:	<u>\$285,771,401.00</u>	<u>71.30%</u>
CAPITAL IMPROVEMENT	16,186,839.00	4.04%
DEBT SERVICE	48,895,763.00	12.20%
DEFERRED CHARGES	<u>49,940,815.00</u>	<u>12.46%</u>
TOTAL APPROPRIATIONS:	<u><u>\$400,794,818.00</u></u>	<u><u>100.00%</u></u>

EXPLANATORY STATEMENT (Continued)
Comparative Revenue Changes by Category
BUDGET MESSAGE

Category	2014	2013 Amended	Increase (Decrease)
Surplus	\$16,000,000	\$16,500,000	(\$500,000)
Anticipated:			
Local Revenues	11,415,589	14,242,946	(2,827,357)
State Aid	3,509,410	4,533,405	(1,023,995)
State Assumption of Costs of County Social and Welfare Services	1,745,927	1,397,405	348,522
Special Items of General Revenue Anticipated with Prior Written consent of Director of Local Government Services:			
State and Federal Revenues Offset with Appropriations	8,803,532	37,955,069	(29,151,537)
Special Items of General Revenue Anticipated with Prior Written consent of Director of Local Government Services:			
Other Special Items	48,890,065	47,221,009	1,669,056
Amount to be Raised by Taxation	310,430,295	296,797,759	13,632,536
Totals:	<u>\$400,794,818</u>	<u>\$418,647,593</u>	<u>(\$17,852,775)</u>

Sheet 3g

NOTE:
MANDATORY MINIMUM BUDGET MESSAGE MUST INCLUDE A SUMMARY OF:
1. HOW THE "CAP" WAS CALCULATED. (Explain in words what the "CAP" mean and show the figures.)
2. A SUMMARY BY FUNCTION OF THE APPROPRIATIONS THAT ARE SPREAD AMONG MORE THAN ONE OFFICIAL LINE ITEM
(e.g. if Sheriff's Office S&W appears in the regular section and also under the State and Federal Programs section, combine the figures for purposes of citizen understanding.)

EXPLANATORY STATEMENT (Continued)
Comparative Appropriation Changes by Category
BUDGET MESSAGE

Category	2014	2013 Amended & Modified	Increase (Decrease)	Category	2014	2013 Amended & Modified	Increase (Decrease)
General Government				Recreational			
Salaries and Wages	30,287,692	31,449,088	(1,161,396)	Salaries and Wages	5,075,938	5,003,576	72,362
Other Expenses	57,182,079	55,226,525	1,955,554	Other Expenses	875,452	875,452	0
Total	87,469,771	86,675,613	794,158	Total	5,951,390	5,879,028	72,362
Judicial				Unclassified			
Salaries and Wages	909,576	970,158	(60,582)	Salaries and Wages	11,138,857	7,704,440	3,434,417
Other Expenses	268,826	284,496	4,330	Other Expenses	6,972,690	3,867,618	3,105,072
Total	1,178,402	1,254,654	(56,252)	Grants-Local Match	772,192	748,334	23,858
				Utilities	12,157,970	12,007,330	150,640
				Total	31,041,709	24,327,722	6,713,987
Regulation				State and Federal Programs			
Salaries and Wages	21,271,029	22,024,555	(753,526)	Offset by Revenue			
Other Expenses	3,708,518	4,975,164	(1,266,646)	Other Expenses	8,803,532	37,955,069	(29,151,537)
Total	24,979,547	26,999,719	(2,020,172)				
				Contingent			
Roads and Bridges				Total	300,000	200,000	100,000
Salaries and Wages	19,892,175	19,732,439	159,736	Total Operating Appropriations			
Other Expenses	3,371,638	5,255,034	(1,883,396)	Salaries and Wages	116,736,817	116,057,835	678,982
Total	23,263,813	24,987,473	(1,723,660)	Other Expenses	169,034,584	194,311,491	(25,276,907)
				Total	285,771,401	310,369,326	(24,597,925)
Correctional and Penal				Capital Improvements			
Salaries and Wages	21,752,296	21,453,927	298,369	Total	16,186,839	10,538,283	5,648,556
Other Expenses	5,620,768	5,404,807	215,961	Debt Service			
Total	27,373,064	26,858,734	514,330	Total	48,895,763	48,648,067	246,696
Health and Welfare				Deferred Charges and Statutory Expenditures			
Salaries and Wages	5,616,995	6,891,261	(1,274,266)	Total	49,940,815	49,090,917	849,898
Other Expenses	36,032,046	34,868,459	1,163,587				
Total	41,649,041	41,759,720	(110,679)				
Educational				GRAND TOTALS:	400,794,818	418,647,593	(17,852,775)
Salaries and Wages	792,259	828,391	(36,132)				
Other Expenses	32,968,873	32,663,203	305,670				
Total	33,761,132	33,491,594	269,538				

CURRENT FUND - ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized In Cash in 2013
		2014	2013	
1. Surplus Anticipated	08-101	16,000,000.00	16,500,000.00	16,500,000.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services	08-102			
Total Surplus Anticipated	08-100	16,000,000.00	16,500,000.00	16,500,000.00
3. Miscellaneous Revenues-Section A: Local Revenues	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
County Clerk - Recording Fees	08-105	5,100,000.00	5,300,000.00	5,958,434.04
Surrogate	08-105	475,000.00	500,000.00	524,077.84
Sheriff Fees	08-105	700,000.00	500,000.00	794,017.11
Interest on Investments and Deposits	08-113	250,000.00	300,000.00	281,028.40
Data Processing Time Sharing Service	08-114	4,000.00	4,000.00	4,124.24
Road Opening Permits	08-115	25,000.00	23,900.00	27,292.50
Copy Machines Fees-County Clerk	08-105	7,000.00	9,500.00	7,196.35
County Clerk - Notary Fees	08-105	25,000.00	25,000.00	29,910.00
County Clerk - Passport Fees	08-105	500,000.00	475,000.00	585,655.00
Federal and State Contract Indirect Cost Allocation	08-116	950,000.00	1,000,000.00	1,088,247.86
Telephone Commissions	08-117	150,000.00	200,000.00	401,243.45
Sale of Plans and Specifications	08-119	12,000.00	15,000.00	12,526.00
College Debt Service Reimbursement	08-160	1,371,589.00	1,376,566.00	1,376,566.49
Agreements with Municipalities to perform shared services-Schedule "C" (Offset) Transportation	11-102	0.00	100,000.00	100,000.00
2013 Special Election Reimbursement	08-120	0.00	1,526,980.00	1,353,741.97

CURRENT FUND - ANTICIPATED REVENUES (Continued)

	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
3. Miscellaneous Revenues-Section A: Local Revenues (continued)				
Rent-Ocean County Air Park	08-120	105,000.00	100,000.00	105,921.53
Rent-Parks Picnic Areas	08-121	10,000.00	8,000.00	13,705.00
State Reimbursement-Imates	08-122	40,000.00	70,000.00	55,177.96
County Parks Non- Profit Program	08-124	80,000.00	100,000.00	92,363.68
Agreements with Municipalities to perform shared services-Schedule"C" [Offset]	11-100	0.00	744,500.00	1,471,044.67
Agreements with Municipalities to perform shared services-Schedule"C" [Offset] Vehicle Sys	11-103	404,000.00	511,500.00	381,136.62
Agreements with Municipalities to perform shared services-Schedule"C" [Offset] Planning Board	11-104	60,000.00	50,000.00	50,000.00
Atlantis Complex Revenues	08-125	600,000.00	650,000.00	627,426.86
Forge Pond Golf Course Fees	08-126	400,000.00	500,000.00	425,573.15
Atlantis Pro Shop	08-127	19,000.00	19,000.00	20,726.06
Forge Pond Pro Shop	08-128	20,000.00	25,000.00	24,515.55
Reimbursement for Salary & Wages of Mental Health Coordinator	08-130	12,000.00	9,000.00	15,000.00
Division of Aging-State Distribution Center Reimbursement	08-132	96,000.00	100,000.00	96,810.83
Total Section A: Local Revenues	08-001	11,415,589.00	14,242,946.00	15,923,463.16

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
3. Miscellaneous Revenues - Section D				
Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services: Public and Private Revenues Offset with Appropriations:	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Ocean Area Plan Grant	10-700	2,546,838.00	2,631,567.00	2,631,567.00
Safe Housing & Transport	10-702	84,793.00	88,940.00	88,940.00
Adult Protective Svcs	10-703	383,367.00	321,246.00	321,246.00
Senior Citizens and Persons with Disabilities	10-704	1,519,000.00	1,865,541.00	1,865,541.00
Subregional Studies Program	10-740		292,000.00	292,000.00
Recycling Enhancement Tax Entitlement	10-834	346,500.00	335,500.00	335,500.00
Partnership in Safety	10-822		22,500.00	22,500.00
Stop Violence Against Women	10-881		30,470.00	30,470.00
FTA, New Freedom Program	10-769		60,000.00	60,000.00
State COLA Senior Svcs	10-720	391,380.00	410,495.00	410,495.00
Workforce Learning Link	10-722		102,000.00	102,000.00
Care Coordination	10-745	23,810.00	23,810.00	23,810.00
Juvenile Detention Alt. Initiative	10-708	120,000.00	120,000.00	120,000.00
Detention Facility Incentive	10-707		7,382.00	7,382.00
Community Traffic Safety	10-732	35,000.00	0.00	0.00

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
3. Miscellaneous Revenues - Section D: (continued)				
Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations:	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx
DHS-Emerg. Food & Shelter	10-709	356,506.00	678,838.00	678,838.00
Personal Asst. Svcs Program	10-710	94,369.00	94,369.00	94,369.00
Subregional Transportation Program	10-748		102,815.00	102,815.00
Crosswind Runway 14/32 FY13	10-717		1,240,135.00	1,240,135.00
Sexual Assault Nurse Examiner (S.A.N.E.)	10-736	75,762.00	74,860.00	74,860.00
Human Svcs Advisory Svc	10-711	69,275.00	69,275.00	69,275.00
Workforce Investment Act Plan	10-836		3,291,851.00	3,291,851.00
Crosswind Runway 14/32 FY12	10-706		341,965.00	341,965.00
NJ Council of the Arts	10-752	76,329.00	76,329.00	76,329.00
Social Services Block Grant	10-712	231,801.00	232,635.00	232,635.00
FTA: JARC Rt. 37 Bus Service FY13	10-716		250,000.00	250,000.00
Special Initiative & Transp.	10-817		71,630.00	71,630.00
Ed Byrne JAG	10-774		13,705.00	13,705.00
RERP Reimbursement for Catering	10-742		23,000.00	23,000.00
Prosecutor LED Mental Health	10-739	75,000.00	0.00	0.00

CURRENT FUND - ANTICIPATED REVENUES (Continued)

	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
3. Miscellaneous Revenues - Section D:				
Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations: (continued)				
NJ Historical Commission FY 13	10-735	XXXXXXXXXX	15,455.00	15,455.00
Forensic Science Imp FY 12/13	10-724		30,000.00	30,000.00
Title IV-D Reimb FY 12	10-730		82,079.00	82,079.00
SmartSTEPS Program FY 13	10-779		8,025.00	8,025.00
Area Plan III E State	10-794	91,043.00	98,130.00	98,130.00
Insurance Fraud Program	10-772	250,000.00	250,000.00	250,000.00
Subregional Intern Supp Prog	10-807		15,000.00	15,000.00
Area Plan III-E Admin.	10-797	30,348.00	32,611.00	32,611.00
Law Enforcement Training & Equipment	10-777	14,922.00	33,771.00	33,771.00
Family Court Services	10-803	338,792.00	342,020.00	342,020.00
Program Service Fund	10-793	315,057.00	334,482.00	334,482.00
State Health Ins. Asst. Prg	10-713		33,000.00	33,000.00
Disaster Assistance	10-883		5,197.00	5,197.00
Work First NJ (WFNJ) FY12/13	10-701		250,000.00	250,000.00

CURRENT FUND - ANTICIPATED REVENUES (Continued)

	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
3. Miscellaneous Revenues - Section D:				
Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations: (continued)				
Government Services-Public and Private Revenues Offset with Appropriations: (continued)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
SSBG Residential Maint FY 13	10-760		1,816,618.00	1,816,618.00
SSBG Home Delivered Meals FY 13	10-761		8,246.00	8,246.00
State Criminal Alien Assistance	10-721		182,679.00	182,679.00
Work First New Jersey (WFNJ)	10-770		1,921,373.00	1,921,373.00
Program Management Funds	10-718	55,550.00	55,550.00	55,550.00
Victims of Crime Asst.	10-738		201,257.00	201,257.00
Community Develop. Block Grant	10-867	105,550.00	1,268,761.00	1,268,761.00
HUD: HOME Investment Partnership	10-765		951,262.00	951,262.00
Workforce Development Partnership	10-785		74,800.00	74,800.00
SSBG Residential Admin FY 13	10-762		72,838.00	72,838.00
966 Reimbursement Program	10-843		59,097.00	59,097.00
Barreget Branch Trail Phase VI	10-723		290,000.00	290,000.00
Medicaid Match	10-734	31,476.00	34,064.00	34,064.00
Clean Communities Grant	10-747		187,904.00	187,904.00

CURRENT FUND - ANTICIPATED REVENUES (Continued)

	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
3. Miscellaneous Revenues - Section D:				
Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations: (continued)				
State Body Armor - Prosecutor	10-857	9,177.00		0.00
State Body Armor - Sheriff	10-858	15,342.00		0.00
State Body Armor Corrections	10-856	24,133.00		0.00
Cattus Island Wetlands/Restore	10-753		2,500.00	2,500.00
SHRAP FY 13	10-743	829,000.00	14,301,400.00	14,301,400.00
HUD - HOME Program Income	10-719		10,000.00	10,000.00
Victim/Witness Supp FY 13	10-801		32,379.00	32,379.00
Regional Radio Emer Prep FY 13	10-741		960.00	960.00
Juvenile Accountability Block	10-757	11,876.00	15,888.00	15,888.00
State Homeland Security	10-802		255,902.00	255,902.00
Workforce Learning Link	10-729		42,000.00	42,000.00
Hurricane Sandy Disaster NEG	10-705		774,561.00	774,561.00
HUD - CDBG Program Income FY12	10-854		19,950.00	19,950.00
DRE Callout Program FY13	10-755		36,000.00	36,000.00

CURRENT FUND - ANTICIPATED REVENUES (Continued)

	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
3. Miscellaneous Revenues - Section D:				
Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations: (continued)				
State Facilities Education	10-726	xxxxxx	67,500.00	67,500.00
Children's Inter-Agency Coordinating Council for Convener	10-835		39,418.00	39,418.00
U.S.D.A.	10-731	188,695.00	200,227.00	200,227.00
US Marshall Fugitive Apprehension	10-841		32,000.00	32,000.00
Title IV-D Reimbursement	10-733	10,841.00	12,908.00	12,908.00
Multi-Jurisdictional County Gang, Gun & Narcotics Task Forces	10-826		71,418.00	71,418.00
Veterans Transportation	10-725		30,000.00	30,000.00
Driving While Intoxicated FY13	10-754		92,000.00	92,000.00
SmartSTEPS Program FY12	10-776		4,815.00	4,815.00
Driving While Intoxicated FY12	10-715		70,500.00	70,500.00
DRE Callout Program FY12	10-714		35,000.00	35,000.00
NJ Historical Commission FY 12/13	10-727		13,056.00	13,056.00
Child Restraint & Protection	10-859		29,000.00	29,000.00
State Homeland Security FY12	10-728		231,310.00	231,310.00
Community Living Program FY13	10-751		7,500.00	7,500.00
Local Govt Capacity Grant	10-763		20,000.00	0.00
US Marshall Service	10-749		32,000.00	0.00
Total Section D: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations	10-001	8,803,532.00	37,955,069.00	37,955,069.00

CURRENT FUND - ANTICIPATED REVENUES (Continued)

	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
3. Miscellaneous Revenues - Section E:				
Special Items of General Revenue Anticipated with Prior Written Consent of				
Director of Local Government Services - Other Special Items:				
Vending Machine Commissions	08-143	6,000.00	6,000.00	15,289.00
Sample Ballots Postage	08-145	30,000.00	20,000.00	30,980.79
Printing Sample Ballots	08-146	15,000.00	15,000.00	17,284.53
Rent T-Hangars at Air Park	08-147	125,000.00	125,000.00	146,900.00
Subdivision and Site Plan Fees (Trust)	08-148	19,073.00	17,942.00	17,942.00
Trust Account-Motor Vehicle Fines	08-110	2,742,194.00	2,697,897.00	2,697,897.00
Reserve to Pay Bonds	08-150	8,316,996.00	2,104,120.00	2,104,120.00
Capital Surplus	08-151	427,645.00	2,273,263.00	2,273,263.00
Recycling Reserve Trust	08-153	200,000.00	200,000.00	200,000.00
Constitutional Officers Fees - Increased Fees (P.L. 2001, c. 370)				
County Clerk	08-155	2,750,000.00	2,750,000.00	3,280,640.00
Surrogate	08-156	450,000.00	450,000.00	483,762.35
Sheriff Fee	08-157	300,000.00	200,000.00	443,035.90
Public Health Priority Funding (N.J.S.A. 26:2F-1)	08-158	950,000.00	950,000.00	1,243,002.24
Added & Omitted Taxes	08-159	893,254.00	1,101,670.00	1,106,913.84
Build America Bonds Rebate	08-161	748,201.00	771,180.00	771,180.13
FEMA Reimbursement - Shared Services	08-162	17,100,000.00	19,000,000.00	19,000,000.00
FEMA Reimbursement - County	08-163	2,700,000.00	2,250,000.00	2,250,000.00
Municipal Agreements Debris Removal/Monitoring	08-166	1,900,000.00	0.00	0.00
Community Disaster Loan Program	08-164	0.00	5,000,000.00	5,000,000.00
Community Development Block Grant Essential Services Grant	08-165	9,216,702.00	7,288,937.00	7,288,937.00
Total Section E: Special Items of General Revenue Anticipated With Prior Written				
Consent of Director of Local Government Services - Other Special Items	08-004	48,890,065.00	47,221,009.00	48,371,147.78

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized
		2014	2013	In Cash In 2013
3. SUMMARY OF REVENUES:				
1. Surplus Anticipated (Sheet 4, Item #1)	08-101	16,000,000.00	16,500,000.00	16,500,000.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services	08-102			
3. Miscellaneous Revenues:				
Total Section A: Local Revenues	08-001	11,415,589.00	14,242,946.00	15,923,463.16
Total Section B: State Aid	09-001	3,509,410.00	4,533,405.00	4,551,578.42
Total Section C State Assumption of Costs of County Social and Welfare Services and Psychiatric Facilities	09-002	1,745,927.00	1,397,405.00	1,504,461.51
Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services: Public and Private Revenues Offset with Appropriations	10-001	8,803,532.00	37,955,069.00	37,955,069.00
Total Section D Local Government Services - Other Special Items				
Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items	08-004	48,890,065.00	47,221,009.00	48,371,147.78
Total Miscellaneous Revenues	13-099	74,364,523.00	105,349,834.00	108,305,719.87
4. Receipts from Delinquent Taxes	15-499			
5. Subtotal General Revenues (Items 1,2,3, and 4)	13-199	90,364,523.00	121,849,834.00	124,805,719.87
6. Amount to be Raised by Taxation - County Purpose Tax	07-190	310,430,295.00	296,797,759.00	296,797,759.00
7. Total General Revenues	13-299	400,794,818.00	418,647,593.00	421,603,478.87

CURRENT FUND - APPROPRIATIONS

GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended 2013			
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved	
(A) Operations								
GENERAL GOVERNMENT								
Administration & Executive Board of Chosen Freeholders	20-110-1	444,376.00	443,468.00		483,468.00	446,918.73	16,549.27	
Salaries & Wages	20-110-2	5,225.00	5,225.00		5,225.00	2,654.35	2,570.65	
Other Expenses								
County Administrator	20-100-1	1,100,956.00	282,097.00		312,097.00	305,417.61	6,679.39	
Salaries & Wages	20-100-2	48,300.00	48,300.00		48,300.00	18,151.42	30,148.58	
Other Expenses								
Management System & Budget Analysis	20-100-1	558,882.00	558,507.00		578,507.00	570,296.47	8,210.53	
Salaries & Wages	20-100-2	105,150.00	105,150.00		105,150.00	76,480.57	28,669.33	
Other Expenses								
Wireless Technologies Division	31-450-2	276,465.00	276,465.00		276,465.00	265,713.92	10,751.08	
Other Expenses								
Audit	20-135-2	175,000.00	175,000.00		175,000.00	100,000.00	75,000.00	
Other Expenses								
Special Accounting Services	20-135-2	150,000.00	185,000.00		185,000.00	0.00	185,000.00	
Other Expenses								
Legal Department								
County Counsel	20-155-2	850,000.00	600,000.00		700,000.00	589,037.84	110,962.16	
Other Expenses								
County Adjuster's Office	20-155-1	346,027.00	341,048.00		346,048.00	341,722.36	4,325.64	
Salaries & Wages	20-155-2	81,105.00	91,105.00		91,105.00	47,601.62	43,503.38	
Other Expenses								
Department of Finance	20-130-1	1,356,049.00	1,334,074.00		1,341,074.00	1,327,893.72	13,180.28	
Salaries & Wages	20-130-2	85,000.00	85,000.00		85,000.00	40,241.32	44,758.68	
Other Expenses								
Clerk of the Board	20-110-1	894,908.00	932,874.00		932,874.00	925,485.28	7,388.72	
Salaries & Wages	20-110-2	38,372.00	38,372.00		38,372.00	25,580.56	12,791.44	
Other Expenses								
Business Development and Tourism	30-420-2	190,000.00	190,000.00		190,000.00	108,307.62	81,692.38	
Other Expenses								

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - (continued)	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Changed	Reserved
Employee Relations Salaries & Wages	20-105-1	1,040,697.00	1,018,250.00		1,014,350.00	1,008,578.93	5,771.07
Other Expenses	20-105-2	11,500.00	11,400.00		11,400.00	7,169.24	4,230.76
Personnel Training Program	20-105-2	25,000.00	25,000.00		25,000.00	15,814.72	9,185.28
Other Expenses	20-105-2	150,000.00	150,000.00		150,000.00	62,323.54	87,676.46
Labor Relations Consultant	20-101-1	0.00	534,817.00		534,817.00	530,725.56	4,091.44
County Connection/Tourism	20-101-2	0.00	48,199.00		48,199.00	25,982.57	22,216.43
Other Expenses	30-420-1	0.00	237,687.00		247,687.00	242,748.36	4,938.64
Public Information/Outreach	30-420-2	145,950.00	145,950.00		145,950.00	140,760.14	5,169.86
Other Expenses	30-420-2	16,795.00	0.00		0.00	0.00	0.00
County Connection	20-120-1	2,084,873.00	2,081,925.00		2,086,925.00	2,071,832.54	15,092.46
County Clerk	20-120-2	340,560.00	334,560.00		334,560.00	333,514.34	1,045.66
Salaries & Wages	25-275-2	87,640.00	87,640.00		87,640.00	75,077.27	12,562.73
Other Expenses	25-275-1	11,718,073.00	12,334,924.00		13,234,924.00	12,648,993.17	585,930.83
Prosecutor	25-275-2	547,346.00	547,346.00		547,346.00	542,363.39	4,982.61
Other Expenses	25-275-1	447,889.00	435,394.00		215,394.00	194,319.71	21,074.29
Gang Violence Initiative	20-100-1	487,217.00	388,432.00		388,432.00	375,314.63	13,117.37
Salaries & Wages	20-100-2	6,534.00	6,534.00		6,534.00	6,391.43	142.57
Other Expenses	20-100-1	0.00	120,288.00		125,288.00	123,590.82	1,697.18
Record Storage	20-100-2	0.00	1,520.00		1,520.00	1,419.46	100.54
Salaries & Wages	20-100-1	237,901.00	164,114.00		171,114.00	168,816.65	2,297.35
Warehouse/Record Storage	20-100-2	3,239.00	1,719.00		1,719.00	1,524.60	194.40
Other Expenses							

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - (continued)							
Buildings & Grounds	26-310-1	5,913,158.00	5,989,442.00		5,989,442.00	5,630,200.22	59,241.78
Salaries & Wages	26-310-2	2,767,260.00	2,767,260.00		2,767,260.00	2,747,473.08	19,786.92
Other Expenses							
Security	25-272-1	743,046.00	673,235.00		833,235.00	797,013.64	36,221.36
Salaries & Wages	25-272-2	75,563.00	75,563.00		75,563.00	62,682.28	12,880.72
Other Expenses							
Insurance							
Group Insurance Plan for Employees	23-220-2	40,867,681.00	40,653,825.00		40,653,825.00	39,848,454.44	805,370.56
Health Benefit Waiver	23-221-2	74,100.00	79,200.00		83,100.00	80,250.00	2,850.00
Other Insurance Premiums Liability							
Self-Insurance (40A, 10-6)	23-210-2	2,037,265.00	1,950,000.00		1,950,000.00	1,950,000.00	0.00
Employee Physicals & Policy	23-210-2	70,500.00	70,500.00		70,500.00	67,341.00	3,159.00
Insurance Consultant	23-210-2	54,570.00	54,000.00		54,000.00	54,000.00	0.00
Workmen's Compensation Trust (40A, 10-6)	23-215-2	5,000,000.00	2,516,000.00		2,516,000.00	2,516,000.00	0.00
Self Insurance-Administration of Claims	23-210-2	222,988.00	216,493.00		216,493.00	216,492.24	0.76
Self Insurance Police Professionals	23-210-2	0.00	89,000.00		89,000.00	89,000.00	0.00
Self Insurance - Public Officials Trust	23-210-2	0.00	460,400.00		460,400.00	460,400.00	0.00
General Liability	23-210-2	0.00	123,000.00		123,000.00	123,000.00	0.00
Stationery, Printing and Advertising	20-101-2	18,000.00	18,000.00		18,000.00	10,807.05	7,192.95
Other Expenses							
Postage	20-101-2	464,446.00	436,100.00		436,100.00	341,685.00	94,415.00
Office of Information Technology							
Salaries & Wages	20-140-1	2,237,005.00	2,346,168.00		2,278,668.00	2,141,212.44	137,455.56
Other Expenses	20-140-2	1,905,525.00	1,861,299.00		2,168,799.00	2,164,562.23	4,236.77
Printing & Graphic Arts	20-101-1	666,635.00	654,744.00		654,744.00	617,528.35	37,215.65
Salaries & Wages	20-101-2	285,000.00	265,000.00		285,000.00	218,748.78	66,251.22
Other Expenses							
TOTAL GENERAL GOVERNMENT		87,469,771.00	85,686,613.00	0.00	86,576,613.00	83,906,636.31	2,789,977.69

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
REGULATION							
Office of the Sheriff	25-270-1	14,522,634.00	14,376,835.00		15,626,835.00	15,431,564.59	195,270.31
Salaries & Wages	25-270-2	234,230.00	229,637.00		229,637.00	223,413.32	6,223.68
Other Expenses	25-250-1	1,801,408.00	1,789,705.00		1,789,705.00	1,722,631.95	67,073.05
Sheriff's/811 System (40A 45 4(f))	25-250-2	207,708.00	203,635.00		203,635.00	186,559.56	17,075.44
Other Expenses	25-250-2	184,110.00	180,500.00		180,500.00	173,894.35	6,605.65
Sheriff-Communications & Operations Division	25-271-2	192,780.00	189,000.00		189,000.00	185,751.23	3,248.77
Other Expenses	25-241-2	39,900.00	39,900.00		39,900.00	35,137.25	4,762.75
Police Academy	20-150-1	430,646.00	457,871.00		457,871.00	446,248.33	11,622.67
Board of Taxation	20-150-2	17,400.00	5,000.00		5,000.00	4,997.02	2.98
Salaries & Wages	25-285-1	412,092.00	427,691.00		427,691.00	396,466.12	31,224.88
Other Expenses	25-285-2	750,000.00	690,000.00		747,000.00	735,448.07	11,551.93
County Medical Examiner	25-285-2	7,860.00	7,860.00		7,860.00	6,538.00	1,322.00
Other Expenses	26-311-1	86,220.00	83,175.00		88,175.00	85,533.88	2,641.12
Burial Expendigent Dependents	26-311-2	36,200.00	36,200.00		36,200.00	34,815.15	1,384.85
Other Expenses	20-121-1	1,955,303.00	2,034,892.00		2,034,892.00	1,792,901.42	241,990.58
Election Board	20-121-2	685,000.00	600,000.00		623,535.00	509,944.47	113,590.53
Salaries & Wages							
Other Expenses							

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations (Continued)	FCOA	Appropriated			Expended 2013			
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved	
ROADS & BRIDGES								
Roads								
Salaries & Wages	26-290-1	9,193,366.00	8,963,417.00		8,963,417.00	8,723,008.85	240,408.15	
Other Expenses	26-290-2	1,995,000.00	1,995,000.00		1,995,000.00	1,808,644.16	186,355.84	
Vehicle Services								
Salaries & Wages	26-315-1	2,975,135.00	2,956,358.00		2,826,358.00	2,800,705.01	25,652.99	
Other Expenses	26-315-2	180,500.00	180,500.00		180,500.00	177,239.02	3,260.98	
Engineering Department								
Salaries & Wages	20-165-1	5,130,920.00	5,106,222.00		5,106,222.00	5,015,753.95	90,468.05	
Other Expenses	20-165-2	242,250.00	242,250.00		242,250.00	174,594.12	67,655.88	
Beach Erosion								
Other Expenses	28-380-2	200,000.00	1,413,446.00		1,413,446.00	97,409.75	1,316,036.25	
Transportation Services								
Salaries & Wages	26-315-1	2,592,754.00	2,541,442.00		2,631,442.00	2,407,480.85	223,961.15	
Other Expenses	26-315-2	181,080.00	114,030.00		114,030.00	112,036.86	1,993.14	
Schedule "C" - Transportation								
Salaries & Wages	42-315-1	0.00	100,000.00		100,000.00	100,000.00	0.00	
Schedule "C" Mun. Aid Roads								
Salaries & Wages	42-100-1	0.00	105,000.00		105,000.00	82,124.09	22,875.91	
Other Expenses	42-100-2	0.00	639,500.00		639,500.00	484,251.89	155,248.11	
Schedule "C" Vehicle Services								
Other Expenses	42-103-2	404,000.00	511,500.00		511,500.00	438,918.58	72,581.42	
Maintenance of Pumping Facility & Bridges								
Other Expenses	31-445-2	108,808.00	108,808.00		108,808.00	91,563.14	17,244.86	
Schedule "C" Planning Board								
Other Expenses	42-100-2	60,000.00	50,000.00		50,000.00	50,000.00	0.00	
TOTAL ROADS & BRIDGES		23,263,813.00	25,027,473.00	0.00	24,987,473.00	22,563,730.27	2,423,742.73	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	Appropriated			Expended 2013			
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved	
HEALTH & WELFARE								
Aid/Visiting Homemakers Srv (N.J.S. 40:23-8.11)	27-360-2	88,590.00	88,590.00		88,590.00	88,590.00	0.00	
Aid/Providence House (N.J.S. 40:5-2.9)	27-360-2	67,440.00	67,440.00		67,440.00	67,440.00	0.00	
Preferred Behavioral Health (N.J.S. 40:23-8.11)	27-360-2	18,973.00	18,973.00		18,973.00	18,973.00	0.00	
Aid/Special Children Services (N.J.S. 40:13-1)	27-360-2	75,000.00	75,000.00		75,000.00	75,000.00	0.00	
Aid/DYFS Youth & Day Care (N.J.S. 44:12-1, et seq.)	27-360-2	7,583.00	7,583.00		7,583.00	7,583.00	0.00	
Department of Human Services Salaries & Wages	27-360-1	626,944.00	601,737.00		631,337.00	627,923.20	3,413.80	
Other Expenses	27-360-2	207,500.00	190,000.00		182,400.00	179,899.67	2,500.33	
Aid to Contact of Ocean County (N.J.S. 40:5-2.9)	27-360-2	11,663.00	11,663.00		11,663.00	11,663.00	0.00	
Mental Health Program (R.S. 40:5-2)	27-360-2	1,600,110.00	1,600,110.00		1,600,110.00	1,600,110.00	0.00	
Other Expenses	27-360-2	31,500.00	31,500.00		31,500.00	31,500.00	0.00	
Aid to N.J. Homeless Youth Act 1999, Ch. 224	27-360-2	14,175.00	14,175.00		14,175.00	14,175.00	0.00	
Aid to Dottie's House 52 4B	27-360-2	8,100.00	8,100.00		8,100.00	8,100.00	0.00	
Aid to Uniform Fire Prevention 40:23-8.13	25-265-2	452,405.00	406,350.00		426,350.00	418,123.43	8,226.57	
Fire & 1st Aid Training Center Salaries & Wages	25-266-1	57,000.00	57,000.00		57,000.00	37,789.11	19,210.89	
Other Expenses	25-266-2	2,430.00	2,430.00		2,430.00	0.00	2,430.00	
O.C. First Aid Captain's Assn. (N.J.S. 40:5-2)	26-320-2	2,255,630.00	2,255,630.00		2,255,630.00	2,255,630.00	0.00	
Mosquito Extermination Corrm (NJS 26:9-13 et seq.)	27-360-2	20,761.00	20,761.00		20,761.00	20,761.00	0.00	
Aid/Alcohol & Addiction (N.J.S.A 40:9B-4)	27-360-2	69,015.00	69,015.00		69,015.00	69,015.00	0.00	
Aid/The ARC, Ocean County Chapter (N.J.S. 40:23-8.11)	27-360-2	2,898,705.00	3,459,001.00		3,459,001.00	3,459,001.00	0.00	
Patients/Mental Institutions (N.J.S. 30:4-79)	27-360-2							

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	Appropriated			Expended 2013		
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
Maint Patients O/T State Institutions	27-360-2	110,000.00	80,000.00		120,000.00	102,572.46	17,427.54
Board of Social Services-Administration	27-345-2	17,765,121.00	16,839,196.00		16,839,196.00	16,826,872.23	12,323.77
Board of Social Services-Services	27-345-2	3,020,005.00	2,665,133.00		2,665,133.00	2,665,133.00	0.00
Board of Social Services-Supplemental Sec Income	27-345-2	1,700,000.00	1,347,935.00		1,347,935.00	1,347,935.00	0.00
Board of Social Services-Emergency Shelter Aid	27-345-2	54,730.00	48,000.00		48,000.00	48,000.00	0.00
Building Rental-BOSS	27-345-2	510,000.00	510,000.00		510,000.00	484,964.00	25,036.00
Juvenile Services-Educational Program	25-283-2	495,797.00	449,797.00		449,797.00	439,227.56	10,569.44
Other Expenses	25-283-2	28,600.00	28,600.00		28,600.00	26,547.03	2,052.97
Juvenile Services-State Housing	25-283-1	3,317,438.00	3,317,992.00		3,289,742.00	3,112,633.36	177,108.64
Other Expenses	25-283-1	145,065.00	145,065.00		145,065.00	110,490.30	34,574.70
Juvenile Services	25-283-2	828,042.00	828,042.00		828,042.00	827,632.00	410.00
Other Expenses	25-283-2	22,500.00	22,500.00		22,500.00	22,500.00	0.00
Juvenile Gang Initiatives	27-351-1	472,300.00	477,207.00		477,207.00	460,097.00	17,110.00
Office of Senior Services	27-351-2	1,650,000.00	1,621,201.00		1,621,201.00	1,555,775.43	65,425.57
Salaries & Wages	27-360-2	71,379.00	71,379.00		71,379.00	71,379.00	0.00
Other Expenses	27-353-2	11,000.00	11,000.00		11,000.00	10,900.00	100.00
Aid/O.C.E.A.N. Inc. (N.J.S. 44:12-1, et seq.)	27-353-2	1,000.00	1,000.00		1,000.00	730.00	270.00
War Vet Burial/Grave							
Other Expenses							
Ocean Environ. Agency							

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	Appropriated			Expended 2013		
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
Cerebral Palsy Child (N.J.S. 9.13-78)	27-360-2	43,594.00	43,594.00		43,594.00	43,594.00	0.00
Hazardous Household Waste Program	26-305-2	280,000.00	280,000.00		280,000.00	243,791.05	36,218.95
Solid Waste Management Salaries & Wages	26-305-1	747,908.00	1,986,625.00		2,066,625.00	2,057,409.58	9,215.42
Other Expenses	26-305-2	380,000.00	380,000.00		380,000.00	350,686.55	29,313.45
Disability Aware/Education	27-360-2	22,500.00	22,500.00		22,500.00	22,200.00	300.00
Commission for Individuals with Disabilities	27-360-2	1,200.00	1,200.00		1,200.00	1,103.47	96.53
Counseling & Referral Service OCE	27-360-2	10,499.00	10,499.00		10,499.00	10,499.00	0.00
Ocean County Board of Social Services	27-360-2	17,239.00	17,239.00		17,239.00	17,239.00	0.00
Aid/St. Francis Comm. Center (N.J.S. 40:5-2.9)	27-360-2	116,209.00	116,209.00		116,209.00	116,209.00	0.00
Div. Aging-S.D.C. Reimb.	27-360-2	175,000.00	220,000.00		220,000.00	220,000.00	0.00
Public Health Priority Funding Act 1977 (N.J.S.A.26:2F-1)	27-330-2	248,852.00	248,852.00		248,852.00	248,852.00	0.00
Aid to Families w/Dep Children	27-345-2	736,224.00	696,832.00		696,832.00	696,832.00	0.00
Aid to Special Childrens Svcs (N.J.S. 40:23-8.11)	27-360-2	60,750.00	60,750.00		60,750.00	60,750.00	0.00
Aid to Animal Control NJAC 8:52	27-340-2	6,075.00	6,075.00		6,075.00	6,075.00	0.00
School Nutrition Prog Expense	27-283-2	50,490.00	50,490.00		50,490.00	50,461.15	28.85
Workforce Investment Board	27-360-2	36,000.00	36,000.00		36,000.00	36,000.00	0.00
TOTAL HEALTH AND WELFARE		41,649,041.00	41,625,970.00	0.00	41,759,720.00	41,278,256.58	481,463.42

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	Appropriated			Expended 2013			
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved	
EDUCATIONAL								
Office County Superintendent of Schools	29-391-1	417,650.00	441,491.00		441,491.00	408,510.47	32,980.53	
Salaries & Wages		10,550.00	10,540.00		10,540.00	7,382.46	3,157.54	
Other Expenses	29-391-2							
Vocational School	29-400-2	17,664,646.00	17,364,646.00		17,364,646.00	17,364,646.00	0.00	
Other Expenses								
County Extension Serv-Farm and Home Demonstration	29-392-1	374,609.00	386,900.00		386,900.00	364,192.67	22,707.33	
Salaries & Wages		19,378.00	19,378.00		19,378.00	16,978.71	2,399.29	
Other Expenses	29-392-2	117,965.00	112,305.00		112,305.00	108,055.00	4,250.00	
Rutgers Co-Op Extension								
Other Expenses	29-395-2	14,600,259.00	14,600,259.00		14,600,259.00	14,600,259.00	0.00	
County College								
Other Expenses	29-395-2	100,000.00	100,000.00		100,000.00	100,000.00	0.00	
County College - Nursing Program								
Other Expenses	29-396-2	350,000.00	350,000.00		350,000.00	255,483.32	94,516.68	
Reimbursement for Residents Attending Out-of-County Two-Year Colleges (N.J.S. 18A:64A-23)								
Other Expenses	20-175-2	37,000.00	37,000.00		37,000.00	36,830.33	169.67	
Ocean County Heritage Commission (N.J.S. 40:33A-6)								
Other Expenses	20-175-2	22,500.00	22,500.00		22,500.00	22,500.00	0.00	
Ocean County Historical Society								
Other Expenses	20-175-2							

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	Appropriated			Expended 2013			
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved	
UNCLASSIFIED								
Ocean County Air Park	30-410-1	57,261.00	55,490.00		57,490.00	55,225.11	2,264.89	
Salaries & Wages	30-410-2	10,000.00	10,000.00		10,000.00	8,814.78	1,185.22	
Other Expenses								
Purchase of County Fleet	30-411-2	2,450,000.00	450,000.00		450,000.00	441,802.00	8,198.00	
Other Expenses								
Repairs & Maintenance-County Vehicles	26-315-2	1,770,738.00	1,650,738.00		1,770,738.00	1,745,180.43	25,557.57	
Other Expenses								
Environmental Insurance Fund	23-218-2	160,000.00	50,000.00		50,000.00	30,774.00	19,226.00	
Other Expenses								
Rent/Lease Office Premises	30-412-2	875,000.00	875,000.00		875,000.00	843,750.45	31,249.55	
Other Expenses								
Ocean County Public Transportation Program	30-413-2	1,350.00	1,350.00		1,350.00	720.00	630.00	
Other Expenses								
Aid: Pollution Control Authority	30-414-2	0.00	1,600.00		1,600.00	0.00	1,600.00	
Other Expenses								
Purchase, Replacement, Repairs & Rental of Equipment	30-415-2	389,172.00	92,500.00		92,500.00	45,907.85	46,592.15	
Other Expenses								
Aid: Vet Works	27-360-2	207,000.00	207,000.00		207,000.00	207,000.00	0.00	
Other Expenses								
Veterans Service Bureau	27-360-1	284,894.00	258,013.00		258,013.00	251,620.00	6,393.00	
Salaries & Wages	27-360-2	11,000.00	11,000.00		11,000.00	6,749.36	4,250.64	
Other Expenses	25-260-2	2,430.00	2,430.00		2,430.00	2,430.00	0.00	
OC Police/Fire Assn (N.J.S. 40:23-8.9)								
Settlements and Adjustments	20-130-2	1,500,000.00	2,600,000.00		0.00	0.00	0.00	
Salaries & Wages								
Accumulated Sick Leave at Retirement	30-415-2	100,000.00	100,000.00		100,000.00	100,000.00	0.00	
Salaries & Wages								
Association of Counties	30-416-2	11,000.00	11,000.00		11,000.00	10,777.00	223.00	
Other Expenses								
Special Projects								
Other Expenses	30-417-2	1,000,000.00	300,000.00		300,000.00	267,553.37	32,446.63	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations (Continued)	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset By Revenues	x	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
Safe Housing & Transport.	41-702-2	84,793.00	88,940.00		88,940.00	88,940.00	0.00
Adult Protective Svcs	41-703-2	383,367.00	321,246.00		321,246.00	321,246.00	0.00
Ocean Area Plan. Grant	41-700-2	2,154,757.00	2,224,584.00		2,224,584.00	2,224,584.00	0.00
Ocean Area Compreh. Plan	41-700-2	209,070.00	213,870.00		213,870.00	213,870.00	0.00
Ocean Area Plan - State	41-700-2	110,684.00	117,844.00		117,844.00	117,844.00	0.00
DCA. Home Delivered Meal	41-700-2	72,327.00	75,269.00		75,269.00	75,269.00	0.00
Care Coordination	41-745-2	23,810.00	23,810.00		23,810.00	23,810.00	0.00
Personal Asst. Svcs Program	41-710-2	94,369.00	94,369.00		94,369.00	94,369.00	0.00
Subregional Studies Program	41-740-2	292,000.00	292,000.00		292,000.00	292,000.00	0.00
Veterans Transportation	41-725-2		30,000.00		30,000.00	30,000.00	0.00
Work First NJ Prog. (WFNJ) FY13/14	41-701-2		1,921,373.00		1,921,373.00	1,921,373.00	0.00
Work First NJ Prog. (WFNJ) FY12/13	41-748-2		250,000.00		250,000.00	250,000.00	0.00
Subregional Transportation Program	41-704-2	1,519,000.00	1,02,815.00		1,02,815.00	1,02,815.00	0.00
Senior Citizens and Persons with Disabilities	41-711-2	69,275.00	69,275.00		69,275.00	69,275.00	0.00
Human Svcs Advisory Svc	41-734-2	31,476.00	34,064.00		34,064.00	34,064.00	0.00
Medicaid Match							

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations-(Continued)							
Public and Private Programs Offset							
By Revenues (Continued)	x	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx
NJ Council of the Arts	41-752-2	76,329.00	76,329.00		76,329.00	76,329.00	0.00
Workforce Learning Link FY13/14	41-722-2		102,000.00		102,000.00	102,000.00	0.00
DHS Emerg. Food & Shelter	41-709-2	356,506.00	678,838.00		678,838.00	678,838.00	0.00
Social Services Block Grant	41-712-2	231,801.00	232,635.00		232,635.00	232,635.00	0.00
Family Court Services	41-803-2	338,792.00	342,020.00		342,020.00	342,020.00	0.00
Partnership in Safety	41-822-2		22,500.00		22,500.00	22,500.00	0.00
Multi-Jurisdictional County Gang/Gun/Narc.	41-826-2		71,418.00		71,418.00	71,418.00	0.00
Crosswind Runway 14/32 FY13	41-717-2		1,240,135.00		1,240,135.00	1,240,135.00	0.00
State COLA Senior Svcs	41-720-2	391,380.00	410,495.00		410,495.00	410,495.00	0.00
Child Restraint & Protection	41-856-2		29,000.00		29,000.00	29,000.00	0.00
Children's Inter-Agency Coordinating Council	41-835-2		39,418.00		39,418.00	39,418.00	0.00
State Health Ins. Asst. Prg.	41-713-2		33,000.00		33,000.00	33,000.00	0.00
Stop Violence Against Women	41-861-2		30,470.00		30,470.00	30,470.00	0.00
FTA New Freedom Prog FY12	41-769-2		60,000.00		60,000.00	60,000.00	0.00
FTA JARC Rt. 37 Bus Service	41-716-2		250,000.00		250,000.00	250,000.00	0.00
Sexual Assault Nurse Examiner (S.A.N.E.)	41-736-2	75,762.00	74,860.00		74,860.00	74,860.00	0.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset By Revenues (Continued)	x	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
Juvenile Detention Alt. Initiative	41-708-2	120,000.00	120,000.00		120,000.00	120,000.00	0.00
Area Plan III E-State	41-794-2	91,043.00	98,130.00		98,130.00	98,130.00	0.00
Ed Byrne JAG	41-774-2		13,705.00		13,705.00	13,705.00	0.00
Area Plan III-E Admin.	41-797-2	30,348.00	32,611.00		32,611.00	32,611.00	0.00
SSBG Residential Maint FY13	41-760-2		1,816,618.00		1,816,618.00	1,816,618.00	0.00
State Body Armor - Sheriff	41-858-2	15,342.00	0.00		0.00	0.00	0.00
State Body Armor - Prosecutor	41-857-2	9,177.00	0.00		0.00	0.00	0.00
State Body Armor - Corrections	41-856-2	24,133.00	0.00		0.00	0.00	0.00
Law Ent. Training & Equipment	41-777-2	14,922.00	33,771.00		33,771.00	33,771.00	0.00
State Facilities Education Act.	41-726-2		67,500.00		67,500.00	67,500.00	0.00
Subregional Intern Supp Prog	41-807-2		15,000.00		15,000.00	15,000.00	0.00
Program Service Fund	41-793-2	315,057.00	334,482.00		334,482.00	334,482.00	0.00
Forensic Science Imp FY12/13	41-724-2		30,000.00		30,000.00	30,000.00	0.00
Program Management Funds	41-718-2	55,550.00	55,550.00		55,550.00	55,550.00	0.00
US Marshall Service	41-749-2	32,000.00	0.00		0.00	0.00	0.00
DRE Callout Program FY13	41-755-2		36,000.00		36,000.00	36,000.00	0.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended 2013			
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved	
(A) Operations-(Continued)								
Public and Private Programs Offset By Revenues (Continued)	X	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Insurance Fraud Program	41-772-2	250,000.00	250,000.00		250,000.00	250,000.00	0.00	0.00
Title IV-D Reimb FY12	41-730-2		82,079.00		82,079.00	82,079.00	0.00	0.00
SmartSTEPS Program FY13	41-779-2		8,025.00		8,025.00	8,025.00	0.00	0.00
Workforce Learning Link	41-728-2		42,000.00		42,000.00	42,000.00	0.00	0.00
NJ Historical Commission	41-727-2		13,056.00		13,056.00	13,056.00	0.00	0.00
Community Development Block Grant	41-867-2	105,550.00	1,268,761.00		1,268,761.00	1,268,761.00	0.00	0.00
HUD: HOME Program Income	41-719-2		10,000.00		10,000.00	10,000.00	0.00	0.00
Recycling Enhancement Tax Entitlement	41-834-2	346,500.00	335,500.00		335,500.00	335,500.00	0.00	0.00
Clean Communities Program	41-747-2		187,904.00		187,904.00	187,904.00	0.00	0.00
Barnegat Branch Trail Phase VI	41-723-2		290,000.00		290,000.00	290,000.00	0.00	0.00
Juvenile Accountability Block	41-757-2	11,876.00	15,688.00		15,688.00	15,688.00	0.00	0.00
Workforce Development Partnership	41-785-2		74,800.00		74,800.00	74,800.00	0.00	0.00
SSBG Home Delivered Meals FY13	41-761-2		8,246.00		8,246.00	8,246.00	0.00	0.00
U.S.D.A.	41-731-2	188,695.00	200,227.00		200,227.00	200,227.00	0.00	0.00
SHRAP FY13	41-743-2	829,000.00	14,301,400.00		14,301,400.00	14,301,400.00	0.00	0.00
Workforce Investment Act Plan	41-836-2		3,291,851.00		3,291,851.00	3,291,851.00	0.00	0.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	Appropriated			Expended 2013		
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset	x	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx
By Revenues (Continued)							
Regional Radio Emergency Prep FY13	41-741-2		960.00		960.00	960.00	0.00
NJ Historical Comm FY13	41-735-2		15,455.00		15,455.00	15,455.00	0.00
Detention Facility Incentive	41-707-2		7,382.00		7,382.00	7,382.00	0.00
Title IV-D Reimbursement	41-733-2		10,841.00		12,908.00	12,908.00	0.00
Driving While Intoxicated FY13	41-754-2			92,000.00	92,000.00	92,000.00	0.00
Disaster Assistance	41-883-2			5,197.00	5,197.00	5,197.00	0.00
Crosswind Runway 14/32 FY12	41-706-2			341,965.00	341,965.00	341,965.00	0.00
Special Initiative & Transportation	41-817-2			71,630.00	71,630.00	71,630.00	0.00
HUD: HOME Invest. Partnership	41-765-2			951,262.00	951,262.00	951,262.00	0.00
SSBG Residential Admin FY13	41-762-2			72,838.00	72,838.00	72,838.00	0.00
Victims of Crime Asslt.	41-738-2			201,257.00	201,257.00	201,257.00	0.00
Victim/Witness Supp FY13	41-801-2			32,379.00	32,379.00	32,379.00	0.00
Hurricane Sandy Disaster NEG	41-705-2			774,561.00	774,561.00	774,561.00	0.00
RERP: Reimbursement for Catering	41-742-2			23,000.00	23,000.00	23,000.00	0.00
US Marshall Fugitive Appreh.	41-841-2			32,000.00	32,000.00	32,000.00	0.00
966 Reimbursement Program	41-843-2			59,097.00	59,097.00	59,097.00	0.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations -(Continued)	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset By Revenues (Continued)	x	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
State Homeland Security FY12	41-728-2		231,310.00		231,310.00	231,310.00	0.00
State Criminal Alien Assistance	41-721-2		182,679.00		182,679.00	182,679.00	0.00
Driving While Intoxicated FY12	41-715-2		70,500.00		70,500.00	70,500.00	0.00
SmartSTEPS Program FY12	41-776-2		4,815.00		4,815.00	4,815.00	0.00
State Homeland Security	41-802-2		255,902.00		255,902.00	255,902.00	0.00
DRE Callout Program FY12	41-714-2		35,000.00		35,000.00	35,000.00	0.00
HUD - CDBG Program Income FY12	41-854-2		19,950.00		19,950.00	19,950.00	0.00
Callus Island Wetlands/Restore	41-753-2		2,500.00		2,500.00	2,500.00	0.00
Community Living Program FY13	41-751-2		7,500.00		7,500.00	7,500.00	0.00
Local Government Capacity Grant	41-763-2		20,000.00	0.00	0.00	0.00	0.00
Community Traffic Safety	41-732-2		35,000.00	0.00	0.00	0.00	0.00
Prosecutor LED Mental Health	41-739-2		75,000.00	0.00	0.00	0.00	0.00
TOTAL Public and Private Programs Offset By Revenues	40-999	8,803,532.00	37,955,069.00	0.00	37,955,069.00	37,955,069.00	0.00
Total Operations (Item 8(A))	34-199	285,471,401.00	310,169,326.00	0.00	310,169,326.00	300,200,462.18	9,968,863.82
(B) Contingent	35-470	300,000.00	200,000.00	xxxxxxxxxxxxxx	200,000.00	41,089.60	158,910.40
Total Operations Including Contingent	34-201	285,771,401.00	310,369,326.00	0.00	310,369,326.00	300,241,551.78	10,127,774.22
Detail:							
Salaries & Wages	34-201-1	116,736,817.00	116,564,885.00	0.00	116,057,835.00	113,349,023.79	2,708,811.21
Other Expenses (Including Contingent)	34-201-2	169,034,584.00	193,804,441.00	0.00	194,311,491.00	186,892,527.99	7,418,963.01

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
(C) Capital Improvements							
Down Payment on Improvements	44-902						
Capital Improvement Fund	44-901	5,833,839.00	3,585,000.00	xxxxxxxxxxxx	3,585,000.00	3,585,000.00	0.00
Structural Repairs and Additions to Various County Buildings	44-901-2	2,160,000.00	1,800,000.00		1,800,000.00	1,409,268.06	390,731.94
Installation of Traffic Lights	44-902-2	65,000.00	65,000.00		65,000.00	65,000.00	0.00
Road Overlays and Reconstruction - Roads	44-904-2	2,160,000.00	1,800,000.00		1,800,000.00	1,697,368.72	102,631.28
Road Overlays and Reconstruction - Engineering	44-904-2	648,000.00	648,000.00		648,000.00	647,848.78	151.22
Purchase of Data Processing Equipment	44-905-2	1,720,000.00	1,100,000.00		1,100,000.00	1,099,859.33	140.67
Purchase of Communication Equipment	44-906-2	750,000.00	400,000.00		400,000.00	400,000.00	0.00
Purchase of Office Equipment, Machinery, and Furniture	44-907-2	1,075,000.00	400,000.00		400,000.00	398,522.13	1,477.87
Purchase of Trucks	44-908-2	1,000,000.00	0.00		0.00	0.00	0.00
Timekeeping Software and Equipment	44-915-2	150,000.00	115,283.00		115,283.00	115,283.00	0.00
Engineering Projects-Design, Permits & Other	44-916-2	100,000.00	200,000.00		200,000.00	41,851.82	158,148.18
Antenna and Microwave Bands	44-917-2	150,000.00	150,000.00		150,000.00	149,957.77	42.23

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (E) Deferred Charges and Statutory Expenditures - County	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
(1) DEFERRED CHARGES:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Emergency Authorizations	46-870			XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Special Emergency Authorizations - 5 Years (N.J.S. 40A:4-55 & 40A:4-55.8)	46-875	22,000,000.00	22,000,000.00	XXXXXXXXXXXXXXXXXXXX	22,000,000.00	22,000,000.00	XXXXXXXXXXXXXXXXXXXX
Special Emergency Authorizations - 3 Years (N.J.S. 40A:4-55.1 & 40A:4-55.13)	46-871			XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Deferred Charges to Future Taxation- Unfunded				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
11-1: Reconstruct/resurface County roads	46-875-2	0.00	450,000.00	XXXXXXXXXXXXXXXXXXXX	450,000.00	450,000.00	XXXXXXXXXXXXXXXXXXXX
12-1: Reconstruct/resurface County roads, Phase I	46-875-2	950,000.00	0.00	XXXXXXXXXXXXXXXXXXXX	0.00	0.00	XXXXXXXXXXXXXXXXXXXX
06-12: Reconstruct Rt 539 at new Fort Dix entrance	46-875-2	0.00	3,250.00	XXXXXXXXXXXXXXXXXXXX	3,250.00	3,250.00	XXXXXXXXXXXXXXXXXXXX
11-16: Berkeley Island Park and park land in Tuckerton	46-875-2	348,250.00	51,750.00	XXXXXXXXXXXXXXXXXXXX	51,750.00	51,750.00	XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (E) Deferred Charges and Statutory Expenditures - County (continued)	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
(2) STATUTORY EXPENDITURES:	XXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
Contribution For: Public Employees' Retirement System	36-471	17,541,877.00	17,047,478.00		17,047,478.00	17,011,891.31	35,586.69
Social Security System (O.A.S.I.)	36-472	8,580,000.00	9,150,000.00		9,150,000.00	8,235,710.41	914,289.59
County Pension and Retirement Fund	36-476						
Unemployment Compensation Insurance (N.J.S.A. 43:21-3 et seq.)	23-225						
New Jersey Temporary Disability Insurance	23-226-2	441,275.00	353,180.00		353,180.00	322,132.66	31,047.34
New Jersey Catastrophic Illness Fund							
Right-to-Know	36-476-2	6,600.00	6,600.00		6,600.00	6,600.00	0.00
Total Statutory Expenditures	36-999	26,569,752.00	26,557,258.00		26,557,258.00	25,576,334.38	980,923.62
TOTAL Deferred Charged and Statutory Expenditures-County	34-209	49,940,815.00	49,090,917.00	0.00	49,090,917.00	48,109,985.29	980,923.62
(F) Judgements	37-480						
(G) Cash Deficit of Preceding Year	46-885			XXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXX
9. TOTAL GENERAL APPROPRIATIONS	34-499	400,794,818.00	418,647,593.00	0.00	418,647,593.00	406,634,689.55	12,008,413.79

Dedication by Rider - (N.J.S. 40A:4-39) "The dedicated revenues anticipated during the year 2014 from Motor Vehicle Fines; Solid Fuel License and Poultry Licenses; Bequest, Escheat, Unemployment Compensation Insurance; Reimbursement for Sale of Gasoline to State Automobiles; Uniform Fire Safety Act (N.J.S.A. 52:27D-192); Probate of Wills (N.J.S. 22A:2-30); County Surrogate Fees (P.L. 1988, C. 109); Supervisory Treatment Procedures-Jurors Compensation Trust Fund (N.J.S. 2C:43-13); Personal Attendant Services Program (N.J.S.A. 30:46-13); Victim Witness Advocacy (N.J.S.A. 2C:43-3.1A(6)); County Library Tax; County Health Tax (Ch. 329, P.L. 1975); Workmen's Compensation Trust (N.J.S.A. 40A:10-12 et. seq. & 40A:10-13); Physical Damage (N.J.S.A. 40A:10-4 et. seq.); Tax Board Filing Fees (N.J.S.A. 6A:3-21.3A); Forensic Laboratory Fund (N.J.S.A. 2C:35-20); County Clerk Filing Fees (N.J.S. 22A:2-26 et. seq.); Self Insurance Police Professionals (N.J.S.A. 40A:10-6 et. seq.); Inmate Work Program Trust (N.J.A.C. 10A:31-3.17 and Ch. 115, P.L. 1972); Resource Recovery Investment Trust (N.J.S.A. 13:1E-149 AND 150 P.L. 1985, C.39); Construction Inspection Trust (N.J.A.C. 6:23-4.17); Law Enforcement Trust Fund for the Ocean County's Prosecutor's Office; Special Law Enforcement Trust Fund of the Ocean County Prosecutor's Office (N.J.S. 2C:64-6); Office of the Sheriff Trust Fund-Forfeited Property (N.J.S.A. 2C:64-7); Disposal of Forfeited Property-Department of Corrections (P.L. 1986, Ch. 135); Inmate Welfare Fund-Commissary Account (N.J.S. 30:4-15 and N.J.A.C. 10A:31-2.101a, 5); Self Insurance General Liability (N.J.S.A. 40A:10-6); Special Service Program Trust Fund (Ch. 264, P.L. 1995); Weights and Measure (N.J.A.C. 13:47B-1.5); Audio Visual Aids Commission (N.J.S.A. 18A:51-6); Self Insurance General Liability (N.J.S. 40A:10-6 et seq.); Environmental Liability; Ocean County Natural Lands Trust Fund (Open Space, Recreation, Farm Preservation Trust) (Ch. 24, P.L. 1997); Sheriff's Fees (N.J.S. 22A:2-29 (P.L. 2001 c.370); Snow Removal (P.L. 2001 c.136 per N.J.S.A. 40A:4-39); Accumulated Absences (N.J.A.C. 5:30-15 per N.J.S.A. 40A:4-39) are hereby anticipated as revenue and are hereby appropriated for the purposes to which said revenue is dedicated by statute or other legal requirement."

DEDICATED UTILITY BUDGET - (continued)

11. APPROPRIATIONS FOR UTILITY	FCOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
Operating:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Salaries & Wages	55-501						
Other Expenses	55-502						
Capital Improvements:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Down Payments on Improvements	55-510						
Capital Improvement Fund	55-511						
Capital Outlay	55-512						
Debt Service	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Payment of Bond Principal	55-520						
Payment of Bond Anticipation Notes and Capital Notes	55-521						
Interest on Bonds	55-522						
Interest on Notes	55-523						

DEDICATED UTILITY BUDGET - (continued)

11. APPROPRIATIONS FOR UTILITY	FOOA	Appropriated				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
Deferred Charges and Statutory Expenditures:	xxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
DEFERRED CHARGES:	xxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
Emergency Authorizations	55-530			xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
				xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
				xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
				xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
				xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
STATUTORY EXPENDITURES:	xxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
Contribution To:				xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
Public Employees' Retirement System	55-540			xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
Social Security System (O.A.S.I.)	55-541						
Unemployment Compensation Insurance (N.J.S.A. 43:21-3 et seq.)	55-542			xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
Judgements	55-531						
Deficits in Operations in Prior Years	55-532			xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
Surplus (General Budget)	55-545			xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
TOTAL UTILITY APPROPRIATIONS	55-599						

APPENDIX TO BUDGET STATEMENT

CURRENT FUND BALANCE SHEET - DECEMBER 31, 2013

ASSETS	
Cash and Investments	11101-00 101,177,038.01
State Road Aid Allotments Receivable	11102-00 0.00
Receivables with Offsetting Reserves:	xxxxxxxxxxxxxxxxxxxxxxxxxxxx
Taxes Receivable	11103-00 893,254.62
Other Receivables	11106-00 2,549,309.62
Deferred Charges Required to be In 2014 Budget	11107-00 22,000,000.00
Deferred Charges Required to be In Budgets Subsequent to 2014	11108-00 35,152,135.79
CDBG Receivable	856,702.74
Total Assets	11109-00 162,628,440.78
LIABILITIES, RESERVES AND SURPLUS	
*Cash Liabilities	21101-00 123,582,145.69
Reserves for Receivables	21102-00 3,442,564.24
Surplus	21103-00 35,603,730.85
Total Liabilities, Reserves and Surplus	21104-00 162,628,440.78

COMPARATIVE STATEMENT OF CURRENT FUND OPERATIONS AND CHANGE IN CURRENT SURPLUS

	YEAR 2013	YEAR 2012
Surplus Balance, January 1st	23101-00 34,073,042.42	34,403,041.77
CURRENT REVENUE ON A CASH BASIS:		
Current Taxes	23102-00 296,797,759.00	300,026,643.00
*Percentage collected: 2013 100% 2012 100%		
Delinquent Taxes	23103-00 0.00	0.00
Other Revenues and Additions to Income	23104-00 124,969,536.29	74,087,263.96
Total Funds	23105-00 455,840,337.71	408,516,948.73
EXPENDITURES AND TAX REQUIREMENTS:		
BUDGET APPROPRIATIONS	23106-00 418,643,103.34	438,798,171.98
Other Expenditures and Deductions from Income	23110-00 1,593,503.52	645,734.33
Total Expenditures and Tax Requirements	23111-00 420,236,606.86	439,443,906.31
Less: Expenditures to be Raised by Future Taxes	23112-00 0.00	65,000,000.00
Total Adjusted Expenditures and Tax Requirements	23113-00 420,236,606.86	374,443,906.31
Surplus Balance - December 31st	23114-00 35,603,730.85	34,073,042.42
<small>*Nearest even percentage may be used.</small>		
Proposed Use of Current Fund Surplus in 2014 Budget		
Surplus Balance December 31, 2013	23115-00 35,603,730.85	
Current Surplus Anticipated in 2014 Budget	23116-00 16,000,000.00	
Surplus Balance Remaining	23117-00 19,603,730.85	

2014
CAPITAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM

This section is included with the Annual Budget pursuant to N.J.A.C. 5:30-4. It does not in itself confer any authorization to raise or expend funds. Rather it is a document used as part of the local unit's planning and management program. Specific authorization to expend funds for purposes described in this section must be granted elsewhere, by a separate bond ordinance, by inclusion of a line item in the Capital Improvement Section of this budget, by an ordinance taking the money from the Capital Improvement Fund, or other lawful means.

CAPITAL BUDGET

- A plan for all capital expenditures for the current fiscal year. If no Capital Budget is included, check the reason why.
- Total capital expenditures this year do not exceed \$25,000, including appropriations for Capital Improvement Fund, Capital Line Items and Down Payments on Improvements.
- No bond ordinances are planned this year.

CAPITAL IMPROVEMENT PROGRAM

- A multi-year list of planned capital projects, including the current year. Check appropriate box for number of years covered, including current year:
 - 6 years (Over 10,000 and all county governments)
 - _____ years (Exceeding minimum time period)

NARRATIVE FOR CAPITAL IMPROVEMENT PROGRAM

COUNTY OF OCEAN
2014

The Ocean County Board of Chosen Freeholders, with the assistance of the County Administrator, Office of Management and Budget, County Engineer, County Planning Board and the County Comptroller, has developed this six-year Capital Improvement Program and Budget. The Capital Improvement Program was developed with the cooperation and consideration of recommendations of the various County Departments.

The County's continuing growth requires that the Board of Chosen Freeholders anticipates and plans for the increasing demands for County facilities and services. The Capital Improvement Program was prepared to guide County investment in land, facilities and equipment through 2019. The Program and Budget will be adjusted each year to reflect changing conditions including new Federal and State legislation, variations in the general economy, emerging demands of the public and modifications in the growth rate which may result in changes in revenue patterns and demand for new facilities or services. The Capital Improvement Program is realistic and attainable within the financial capabilities of the County and it provides for the future needs of Ocean County residents.

The accompanying forms which comprise the Capital Budget and six-year Capital Improvement Program have been completed in accord with regulations adopted by the Local Finance Board of the State of New Jersey pursuant to powers authorized by N.J.S.A. 52:27BB-10, N.J.S.A. 40A:4-43 to 46. The Capital Budget forms list all projects scheduled for startup for the 2014 Budget year and the source of funding for each project. A summary of Anticipated Funding Sources and Amounts is also included. Please note that this summary shows funding needed for new capital projects. It does not include previous appropriations for projects to be continued in 2014. For this reason, the funding summary differs slightly from the total cost shown for the Capital Program.

The total cost of all Capital Improvement Projects over the six-year period is \$238,666,300. Many of the projects will be funded under State and Federal Grant Programs or through the annual Budget on a "pay-as-you-go" basis. The larger projects will be funded by short-term borrowing. Bonds will be issued at the most advantageous times to secure low interest rates.

CAPITAL BUDGET (Current Year Action)
2014

LOCAL UNIT: County of Ocean

PROJECT	2 Project Number	3 Estimated Total Cost	4 Amounts Reserved in Prior Years	Planned Funding Sources for Current Year 2014					6 To be Funded in Future Years
				5a 2014 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid & Other Funds	5e Debt Authorized	
Engineers									
Recon. & Resurf. Certain County Roads	14-1	30,000,000.00			250,000.00			4,750,000.00	25,000,000.00
Acq. of Right-of-Way or Easements for Road, Bridge and/or Drainage	14-2	6,000,000.00			50,000.00			950,000.00	5,000,000.00
Stormwater Management	14-3	18,000,000.00			150,000.00			2,850,000.00	15,000,000.00
Install New & Upgrade Traffic Control Devices	14-4	9,000,000.00			75,000.00			1,425,000.00	7,500,000.00
Engineering, Road, Bridge & Drainage Improvements (ERBD)	14-5	1,000,000.00			50,000.00		2,000,000.00	950,000.00	2,000,000.00
Recon. & Resurf. CR 528 (E. Veterans Hwy.) from 500' East of Whitesville Rd. to 700' East of Sierra Drive, Jackson Twp. (SA)	14-6	2,000,000.00					500,000.00	500,000.00	500,000.00
Recon. of Route 526 (Apple St. to Route 549), Somersel Ave. Intersection, Lakewood Twp. (SA)	14-7	500,000.00					500,000.00	500,000.00	500,000.00
Recon. of Route 526 (Apple St. to Route 549), Brook Rd. Intersection, Lakewood Twp. (SA)	14-8	500,000.00					500,000.00	500,000.00	500,000.00
Recon. of Route 526 (Apple St. to Route 549), Ridge Ave./Joe Parker Rd. Intersection, Lakewood Twp. (SA)	14-9	500,000.00					500,000.00	500,000.00	500,000.00
Cost Share Various GSP Bridges (Old Freetield Road, Church Road & Chambers Bridge Road)	14-10	691,300.00			800,000.00		691,300.00	11,400,000.00	4,750,000.00
GSP Interchange 88 Construction (Cost Share)	14-11	12,000,000.00			250,000.00			1,425,000.00	11,400,000.00
GSP Interchange 88 Construction (Cost Share)	14-12	5,000,000.00			75,000.00			1,425,000.00	4,750,000.00
Replacement of Daniels Bridge No. 1520005, Ocean Township	14-13	1,500,000.00			75,000.00			1,425,000.00	1,425,000.00
Installation of Manufactured Treatment Devices & Equipment, South Toms River, Beachwood, Pinebeach (FA)	14-14	1,500,000.00			45,000.00		900,000.00	1,755,000.00	1,755,000.00
Replacement of Barnegat Bridge No. 1533001, Barnegat Township	14-15	1,800,000.00			60,000.00		1,000,000.00	2,140,000.00	2,140,000.00
GSP Interchange 58 Park & Ride, Little Egg Harbor Township (Design) (TA)	14-16	2,200,000.00			50,000.00		400,000.00	950,000.00	950,000.00
Reconstruction of Ridge Ave./New Hamshire Ave. Signalized Intersection, Lakewood Twp.	14-17	400,000.00			50,000.00			950,000.00	950,000.00
Reconstruction of Ridge Ave./New Hamshire Ave. Signalized Intersection, Lakewood Twp.	14-18	1,000,000.00			50,000.00			950,000.00	950,000.00
CR 549 (Loop Ave. and Brick Blvd.) Adaptive Traffic Signals Design & Construction, Toms River Twp.	14-19	1,000,000.00			50,000.00			950,000.00	950,000.00
CR 549 (Loop Ave. and Brick Blvd.) Adaptive Traffic Signals Design & Construction, Toms River Twp.	14-20	1,000,000.00			50,000.00			950,000.00	950,000.00
Reconstruction of Sea Ave. Pump Station Stormwater Force Main, Pt. Pleasant Beach & Bay Head Boroughs	14-32	1,500,000.00			75,000.00			1,425,000.00	1,425,000.00
Subtotal - Engineers		97,891,300.00	0.00	0.00	1,905,000.00	0.00	6,491,300.00	42,686,300.00	52,500,000.00

Sheet 39b(1)

CAPITAL BUDGET (Current Year Action)
2014

LOCAL UNIT: County of Ocean

PROJECT	2 Project Number	3 Estimated Total Cost	4 Amounts Reserved in Prior Years	Planned Funding Sources for Current Year 2014					6 To be Funded in Future Years
				5a 2014 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid & Other Funds	5e Debt Authorized	
Parks & Recreation									
Berkeley Island Redevelopment & Shoreline Protection	14-21	8,000,000.00			400,000.00			7,600,000.00	
Curtis Island Design, Permitting & Reconstruction	14-22	250,000.00			250,000.00				
Subtotal - Parks & Recreation		8,250,000.00	0.00	0.00	650,000.00	0.00	0.00	7,600,000.00	0.00
Ocean County College									
Instructional Building Renovation	14-23	2,850,000.00						2,850,000.00	
Subtotal - Ocean County College		2,850,000.00	0.00	0.00	0.00	0.00	0.00	2,850,000.00	0.00
Solid Waste Management									
NIRC/SRC Storage Buildings	14-24	850,000.00						850,000.00	
Subtotal - Solid Waste Management		850,000.00	0.00	0.00	0.00	0.00	850,000.00	0.00	0.00
HVAC Replacement and Elevator Replacement/Renovations at various County Buildings									
1962 Jail Facility Renovations	14-25	2,000,000.00			100,000.00			1,900,000.00	
Subtotal - HVAC Replacement and Elevator Replacement/Renovations at various County Buildings		2,000,000.00	0.00	0.00	100,000.00	0.00	0.00	1,900,000.00	0.00
Fuel Site Upgrades Phase 2									
1962 Jail Facility Renovations	14-26	950,000.00			950,000.00				
Subtotal - Fuel Site Upgrades Phase 2		950,000.00	0.00	0.00	950,000.00	0.00	0.00	0.00	0.00
Management and Studies									
Design, Permitting and Construction of four Remote Towers, Phase 2	14-27	5,300,000.00			270,000.00			5,030,000.00	
Subtotal - Management and Studies		5,300,000.00	0.00	0.00	270,000.00	0.00	0.00	2,850,000.00	0.00
Vocational Technical School									
Renovation of rest rooms/ADA compliant, Jackson & Waretown Schools	14-31	250,000.00			250,000.00				
Subtotal - Vocational Technical School		250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00	0.00
Barnegat Branch Trail Phase VI									
1962 Jail Facility Renovations	14-29	350,000.00			350,000.00				
Subtotal - Barnegat Branch Trail Phase VI		350,000.00	0.00	0.00	350,000.00	0.00	0.00	0.00	0.00
Mosquito Commission									
Low Ground Pressure Excavator	14-30	150,000.00			150,000.00				
Subtotal - Mosquito Commission		150,000.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00
TOTALS - ALL PROJECTS	33-199	121,041,300.00	0.00	0.00	4,775,000.00	0.00	7,341,300.00	62,916,300.00	52,600,000.00

**6 YEAR CAPITAL PROGRAM 2014-2019
ANTICIPATED PROJECT SCHEDULE
AND FUNDING REQUIREMENTS**

LOCAL UNIT: County of Ocean

PROJECT	2 Project Number	3 Estimated Total Cost	4 Estimated Completion Time	FUNDING AMOUNTS PER YEAR						
				5a Budget Year 2014	5b Budget Year 2015	5c Budget Year 2016	5d Budget Year 2017	5e Budget Year 2018	5f Budget Year 2019	
Engineers										
Recon. & Resurf. Certain County Roads	14-1	30,000,000.00	6 Years	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	
Acq. of Right-of-Way or Easements for Road, Bridge and/or Drainage	14-2	6,000,000.00	6 Years	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	
Stormwater Management	14-3	18,000,000.00	6 Years	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	
Install New & Upgrade Traffic Control Devices	14-4	9,000,000.00	6 Years	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	
Engineering Road, Bridge & Drainage Improvements (ERBD)	14-5	1,000,000.00	1 Year	1,000,000.00						
Recon. & Resurf. of Certain County Roads (SA)	14-6	2,000,000.00	1 Year	2,000,000.00						
Recon. & Resurf. CR 528 (E. Veterans Hwy.) from 500' East of Whitesville Rd. to 700' East of Sierra Drive, Jackson Twp. (SA)	14-7	500,000.00	1 Year	500,000.00						
Recon. of Route 528 (Apple St. to Route 549), Somerset Ave. Intersection, Lakewood Twp. (SA)	14-8	500,000.00	1 Year	500,000.00						
Recon. of Route 526 (Apple St. to Route 549), Brook Rd. Intersection, Lakewood Twp. (SA)	14-9	500,000.00	1 Year	500,000.00						
Recon. of Route 526 (Apple St. to Route 549), Ridge Ave./Joe Parker Rd. Intersection, Lakewood Twp. (SA)	14-10	691,300.00	1 Year	691,300.00						
Cost Share Various GSP Bridges (Old Freehold Road, Church Road & Chambers Bridge Road)	14-11	12,000,000.00	1 Year	12,000,000.00						
GSP Interchange 88 Construction (Cost Share)	14-12	5,000,000.00	1 Year	5,000,000.00						
Recon. & Widening of Indian Head Rd., Rt. 571 (Rt. 9 to GSP), Toms River Township	14-13	1,500,000.00	1 Year	1,500,000.00						
Replacement of Daniels Bridge No. 1520005, Ocean Township	14-14	1,500,000.00	1 Year	1,500,000.00						
Installation of Manufactured Treatment Devices & Equipment, South Toms River, Beachwood, Pinebeach (FA)	14-15	1,800,000.00	1 Year	1,800,000.00						
Replacement of Barnegat Bridge No. 1533001, Barnegat Township	14-16	2,200,000.00	1 Year	2,200,000.00						
GSP Interchange 58 Park & Ride, Little Egg Harbor Township (Design) (TA)	14-17	400,000.00	1 Year	400,000.00						
Reconstruction of Ridge Ave./New Hampshire Ave. Signalized Intersection, Lakewood Twp.	14-18	1,000,000.00	1 Year	1,000,000.00						
Long Beach Blvd. Traffic Signal Upgrades Phase A, Long Beach Twp.	14-19	1,000,000.00	1 Year	1,000,000.00						
CR 549 (Hooper Ave. and Brick Blvd.) Adaptive Traffic Signals Design & Construction, Toms River Twp.	14-20	1,000,000.00	1 Year	1,000,000.00						
Reconstruction of Sea Ave. Pump Station Stormwater Force Main, Pt. Pleasant Beach & Bay Head Boroughs	14-32	1,500,000.00	1 Year	1,500,000.00						
Reassignment of Horizon Ave. at Rt. 70, Manchester Twp.	15-1	800,000.00	2 Years		800,000.00					
Recon. Chambers Bridge Rd. at GSP, Brick Township	15-2	400,000.00	2 Years		400,000.00					

6 YEAR CAPITAL PROGRAM 2014-2019
 ANTICIPATED PROJECT SCHEDULE
 AND FUNDING REQUIREMENTS

LOCAL UNIT: County of Ocean

1 PROJECT	2 Project Number	3 Estimated Total Cost	4 Estimated Completion Time	5 FUNDING AMOUNTS PER YEAR						
				5a Budget Year 2014	5b Budget Year 2015	5c Budget Year 2016	5d Budget Year 2017	5e Budget Year 2018	5f Budget Year 2019	
A New Cedar Bridge Rd. Jughandle, Lakewood Twp.	15-3	1,000,000.00	2 Years		1,000,000.00					
GSP Interchange 58 Park & Ride, Little Egg Harbor Township (TA)	15-4	500,000.00	2 Years		500,000.00					
Recon. of Hooper Ave. (Hadley Ave. to Madison Ave.) Toms River Twp.	15-5	400,000.00	2 Years		400,000.00					
Three (3) Traffic Signals on Boulevard, Seaside Heights Boro.	15-6	1,000,000.00	2 Years		1,000,000.00					
Replacement of Cooks Bridge No. 1511007, Jackson Twp.	15-7	2,000,000.00	2 Years		2,000,000.00					
Recon, Mathistown Rd., Little Egg Harbor Twp.	16-1	1,800,000.00	3 Years			1,800,000.00				
Bridge Ave. Extension/Culvert Replacement, Point Pleasant Boro.	16-2	1,200,000.00	3 Years			1,200,000.00				
Recon, Route 527 (Faraday Ave. to Route 547), Jackson Twp.	16-3	2,000,000.00	3 Years			2,000,000.00				
Recon. New Hampshire @ Chestnut St. & Rt 70, Lakewood Twp.	16-4	600,000.00	3 Years			600,000.00				
Recon. Old Freehold Rd. at GSP, Toms River Township	16-5	500,000.00	3 Years			500,000.00				
Replacement of Midstreams Bridge No.1506007, Brick Township	16-6	2,500,000.00	3 Years			2,500,000.00				
Recon. of Hope Chapel Road (CR 547 & CR 639) Cooks Bridge Road to Miller Road, Jackson & Lakewood Twp.	16-8	1,000,000.00	3 Years			1,000,000.00				
Recon. Cedar Swamp Road (CR 527), County border to Pleasant Grove Rd., Ph. II, Jackson Twp.	17-1	3,000,000.00	4 Years				3,000,000.00			
Recon. Long Swamp Rd., Plumsted Twp.	17-2	1,000,000.00	4 Years				1,000,000.00			
Const. of Church Road Extension (Rt. 9 to Whitesville Rd.), Toms River Twp.	17-3	4,000,000.00	4 Years				4,000,000.00			
Recon. Flint Road, South Toms River Boro.	17-4	1,500,000.00	4 Years				1,500,000.00			
Freehold Rd. Hill Lowering @ Jordan Estates & Harmony Rd., Jackson Township	17-5	800,000.00	4 Years				800,000.00			
Replacement of Colonial Drive South Bridge, No. 1518018, Manchester Township	17-6	2,300,000.00	4 Years				2,300,000.00			
Replacement of the Inward Thoroughfare Bridge No.1507007, Toms River Township	17-7	4,500,000.00	4 Years				4,500,000.00			
Repair of Thompson Bridge No. 1511016, Ocean Twp.	17-8	1,000,000.00	4 Years				1,000,000.00			
Recon. of Hope Chapel Rd. (CR 547) from CR 571 to CR 527, Jackson Twp.	17-9	1,200,000.00	4 Years				1,200,000.00			
Recon. and Widen Cross Street, Lakewood Twp.	18-1	3,000,000.00	5 Years					3,000,000.00		
Recon. Lanes Mills Rd. (Burt Tavern Rd. to Herbertsville Rd.), Brick Twp.	18-2	1,000,000.00	5 Years					1,000,000.00		
Recon. Van Zile Rd. (Rt 70 to Burt Tavern Rd.), Brick Twp.	18-3	2,000,000.00	5 Years					2,000,000.00		
Const. of Western Blvd. Extension, Phase A, Berkeley Twp.	18-4	6,000,000.00	5 Years					6,000,000.00		
Replacement of Grantown Road Bridge No. 1511009, Jackson Township	18-5	1,000,000.00	5 Years					1,000,000.00		
Replacement of Hurricane Bridge No. 1518012, Manchester Township	18-6	1,500,000.00	5 Years					1,500,000.00		
Replacement of Cedar Creek Bridge No. 1512020, Lacey Township	18-7	1,500,000.00	5 Years					1,500,000.00		
Construction of Western Boulevard Extension, Phase B, Berkeley Twp.	19-1	6,000,000.00	6 Years						6,000,000.00	

6 YEAR CAPITAL PROGRAM 2014-2015
 ANTICIPATED PROJECT SCHEDULE
 AND FUNDING REQUIREMENTS

LOCAL UNIT: County of Ocean

PROJECT	Project Number	Estimated Total Cost	Estimated Completion Time	FUNDING AMOUNTS PER YEAR						
				5a Budget Year 2014	5b Budget Year 2015	5c Budget Year 2016	5d Budget Year 2017	5e Budget Year 2018	5f Budget Year 2019	
Replacement of Wrights Bridge No. 1507001, Tams River Township	19-2	2,500,000.00	6 Years							2,500,000.00
Replacement of Otis Bog Bridge No. 1515009, Little Egg Harbor	19-3	500,000.00	6 Years							500,000.00
Replacement of Marsha Dr. Bridge, No. 1530017, Stafford Township	19-4	2,300,000.00	6 Years							2,300,000.00
Replacement of Colonial Drive North Bridge No. 1519017, Manchester Township	19-5	2,300,000.00	6 Years							2,300,000.00
Replacement of Duck Farm Bridge No. 1506073, Brick Twp.	19-6	1,500,000.00	6 Years							1,500,000.00
Replacement of Zeb's Bridge No. 1505007, Berkeley Twp.	19-7	1,000,000.00	6 Years							1,000,000.00
Subtotal - Engineers		166,191,300.00		44,591,300.00	16,500,000.00	22,100,000.00	29,800,000.00	26,500,000.00	26,500,000.00	
Parks & Recreation										
Berkeley Island Redevelopment & Shoreline Protection	14-21	8,000,000.00	1 Year	8,000,000.00						
Cattus Island Design, Permitting & Reconstruction	14-22	250,000.00	1 Year	250,000.00						
Cedar Bridge Tavern Preservation & Reconstruction	15-8	1,800,000.00	2 Years		1,800,000.00					
Cattus Island Nature Center Reconstruction	15-9	2,500,000.00	2 Years		2,500,000.00					
Miscellaneous property acquisition & Capital Improvements to various parks	16-9	2,000,000.00	3 Years			2,000,000.00				
North & West County acquisition	17-10	4,000,000.00	4 Years				4,000,000.00			
North & West County design & permitting	18-8	500,000.00	5 Years					500,000.00		
North & West County construction	19-8	7,000,000.00	6 Years						7,000,000.00	
Subtotal - Parks & Recreation		25,050,000.00		8,250,000.00	4,300,000.00	2,000,000.00	4,000,000.00	500,000.00	7,000,000.00	0.00
Fuel site upgrades Phase 2										
	14-26	950,000.00	1 Year	950,000.00						
Subtotal - Fuel Site Upgrades		950,000.00		950,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Instructional Building Renovation										
	14-23	2,850,000.00	1 Year	2,850,000.00						
Subtotal - Instructional Building Renovation		2,850,000.00		2,850,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Solid Waste Management										
NRC/SRC Storage Buildings	14-24	850,000.00	1 Year	850,000.00						
Manchester Road Garage	15-10	8,500,000.00	3 Years		4,000,000.00			4,500,000.00		
Southern Truck Wash	15-11	2,000,000.00	2 Years		2,000,000.00					
Subtotal - Solid Waste Management		11,350,000.00		850,000.00	6,000,000.00	4,500,000.00	0.00	0.00	0.00	0.00

6 YEAR CAPITAL PROGRAM 2014-2019
 ANTICIPATED PROJECT SCHEDULE
 AND FUNDING REQUIREMENTS

LOCAL UNIT: County of Ocean

PROJECT	Project Number	Estimated Total Cost	Estimated Completion Time	FUNDING AMOUNTS PER YEAR						
				Sa Budget Year 2014	Sb Budget Year 2015	Sc Budget Year 2016	Sd Budget Year 2017	Se Budget Year 2018	Sf Budget Year 2019	
HVAC Replacement and Elevator Replacement/Renovations at various County Buildings	14-25	2,000,000.00	1 Year	2,000,000.00						
Northern Resource Center Modernization of elevator	15-12	200,000.00	2 Years		200,000.00					
B&G Warehouse, 165 Chestnut St Renovations/ Repairs	15-13	175,000.00	2 Years		175,000.00					
Administration Building Engineering of Retro-Commissioning plan	15-14	750,000.00	2 Years		750,000.00					
129 Hooper Ave & Parking Garage repainting & facade rehabilitation	15-15	400,000.00	2 Years		400,000.00					
		3,525,000.00		2,000,000.00	1,525,000.00	0.00	0.00	0.00	0.00	0.00
1962 Jail Facility Renovations	14-27	5,300,000.00	1 Year	5,300,000.00						
Design, Permitting and Construction of four Remode Towers, Phase 2	14-28	3,000,000.00	1 Year	3,000,000.00						
Purchase/Installation Microwave Equipment for four Remode Towers, Phase 3	15-16	3,000,000.00	2 Years		3,000,000.00					
Purchase higher and lower tier mobile/portable subscriber units, Phase 4	16-10	6,500,000.00	3 Years			6,500,000.00				
700mhz Overlay P25 TDMA Infrastructure at eleven Remode Tower sites, Phase 5	17-11	7,000,000.00	4 Years			6,500,000.00	7,000,000.00			
		24,800,000.00		8,300,000.00	3,000,000.00	6,500,000.00	7,000,000.00	0.00	0.00	0.00
Vocational Technical School										
Renovation of rest rooms/AIDA compliant, Jackson & Maristown Schools	14-31	250,000.00	1 Year	250,000.00						
Subtotal - Vocational Technical School		250,000.00		250,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Barnegat Branch Trail Phase VI	14-29	350,000.00	1 Year	350,000.00						
Barnegat Branch Trail Phase VII	15-17	500,000.00	2 Years		500,000.00					
Barnegat Branch Trail Phase Va	15-18	1,000,000.00	2 Years		1,000,000.00					
Barnegat Branch Trail Phase VIII	16-11	700,000.00	3 Years			700,000.00				
		2,550,000.00		350,000.00	1,500,000.00	700,000.00	0.00	0.00	0.00	0.00
Mosquito Commission										
Low Ground Pressure Excavator	14-30	150,000.00	1 Year	150,000.00						
Subtotal - Mosquito Commission		150,000.00		150,000.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS - ALL PROJECTS	33-289	236,566,300.00		68,541,300.00	32,925,000.00	35,800,000.00	40,800,000.00	27,000,000.00	33,690,000.00	0.00

6 YEAR CAPITAL PROGRAM 2014 - 2019
 SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS
 LOCAL UNIT: County of Ocean

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					
		3a Current Year 2014	3b Future Years				7a General	7b Self Liquidating	7c Assessment	7d School		
Engineers												
Recon. & Resurf. Certain County Roads	30,000,000.00			1,500,000.00			28,500,000.00					
Acq. of Right-of-Way or Easements for Road Bridge and/or Drainage	6,000,000.00			300,000.00			5,700,000.00					
Stormwater Management	18,000,000.00			900,000.00			17,100,000.00					
Install New & Upgrade Traffic Control Devices	9,000,000.00			450,000.00			8,550,000.00					
Engineering, Road, Bridge & Drainage Improvements (ERBD)	1,000,000.00			50,000.00			950,000.00					
Recon. & Resurf. of Certain County Roads (SA)	2,000,000.00					2,000,000.00	2,000,000.00					
Recon. & Resurf. CR 528 (E. Veterans Hwy.) from 500' East of Whitesville Rd. to 700' East of Sierra Drive, Jackson Twp. (SA)	500,000.00					500,000.00	500,000.00					
Recon. of Route 526 (Apple St. to Route 549), Somerset Ave. Intersection, Lakewood Twp. (SA)	500,000.00					500,000.00	500,000.00					
Recon. of Route 526 (Apple St. to Route 549), Ridge Ave./Joe Parker Rd. Intersection, Lakewood Twp. (SA)	500,000.00					500,000.00	500,000.00					
Coast Share Various GSP Bridges (Old Freshford Road, Church Road & Chambers Bridge Road)	12,000,000.00			600,000.00			11,400,000.00					
GSP Interchange 88 Construction (Coast Share)	5,000,000.00			250,000.00			4,750,000.00					
Recon. & Widening of Indian Head Rd., Rt. 574 (Rt. 9 to GSP), Toms River Township	1,500,000.00			75,000.00			1,425,000.00					
Replacement of Damaged Bridge No. 1520005, Ocean Township	1,500,000.00			75,000.00			1,425,000.00					
Installation of Manufactured Treatment Devices & Equipment, South Toms River, Beachwood Pinebaech (FA)	1,800,000.00			45,000.00			1,755,000.00					
Replacement of Barnegat Bridge No. 1535001, Barnegat Township	2,200,000.00			60,000.00			2,140,000.00					
GSP Interchange 58 Park & Ride, Little Egg Harbor Township (Design) (TA)	400,000.00					400,000.00	400,000.00					
Reconstruction of Ridge Ave New Hampshire Ave. Signalized Intersection, Lakewood Twp.	1,000,000.00			50,000.00			950,000.00					
Long Beach Blvd. Traffic Signal Upgrades Phases A, Long Beach Twp.	1,000,000.00			50,000.00			950,000.00					
CR 549 (Hooper Ave. and Brock Blvd.) Adaptive Traffic Signals Design & Construction, Toms River Twp.	1,000,000.00			50,000.00			950,000.00					
Reconstruction of Sea Ave. Pump Station Stormwater Force Main, Pt. Pleasant Beach & Bay Head Boroughs	1,500,000.00			75,000.00			1,425,000.00					
Realignement of Horizon Ave. at Rt. 70, Manalastota Twp.	800,000.00			40,000.00			760,000.00					
Recon. Chambers Bridge Rd. at GSP, Brick Township	400,000.00			20,000.00			380,000.00					

6 YEAR CAPITAL PROGRAM 2014 - 2019

SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

LOCAL UNIT: County of Ocean

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				
		3a Current Year 2014	3b Future Years				7a General	7b Self Issuance	7c Assessment	7d School	
A New Cedar Bridge Rd. Jughandle, Lakewood Twp.	1,000,000.00			50,000.00			950,000.00				
GSP Interchange 58 Park & Ride, Little Egg Harbor Township (TA)	500,000.00			500,000.00			380,000.00				
Recon. of Hooper Ave. (Hoadley Ave.) to Madison Ave., Toms River Twp.	400,000.00			20,000.00			950,000.00				
Three (3) Traffic Signals on Boulevard, Seaside Heights Boro.	1,000,000.00			50,000.00			1,900,000.00				
Replacement of Cooks Bridge No. 1511007, Jackson Twp.	2,000,000.00			100,000.00			1,710,000.00				
Recon. Madrisdown Rd., Little Egg Harbor Twp.	1,800,000.00			80,000.00			1,740,000.00				
Bridge Ave. Extension/Culvert Replacement, Point Pleasant Boro.	1,200,000.00			60,000.00			1,900,000.00				
Recon. Route 527 (Faraday Ave. to Route 547), Jackson Twp.	2,000,000.00			100,000.00			570,000.00				
Recon. New Hampshire @ Chestnut St. & Rt. 70, Lakewood Twp.	800,000.00			30,000.00			475,000.00				
Recon. Old Freshford Rd. at GSP, Toms River Township	500,000.00			25,000.00			2,375,000.00				
Replacement of Madstreams Bridge No. 1506007, Brick Township	2,500,000.00			125,000.00			950,000.00				
Replacement of Main Street Bridge, No. 152003, Ocean Twp.	1,000,000.00			50,000.00			1,900,000.00				
Recon. of Hope Chapel Road (CR 547 & CR 639) Cooks Bridge Road to Miller Road, Jackson & Lakewood Twp.	2,000,000.00			100,000.00			2,850,000.00				
Recon. Cedar Swamp Road (CR 527), County border to Pleasant Grove Rd., Ph. II, Jackson Twp.	3,000,000.00			150,000.00			950,000.00				
Recon. Long Swamp Rd., Plumsted Twp.	1,000,000.00			50,000.00			3,800,000.00				
Const. of Church Road Extension (Rt. 9) to Whitesville Rd.), Toms River Twp.	4,000,000.00			200,000.00			1,425,000.00				
Recon. Flint Road, South Toms River Boro.	1,500,000.00			75,000.00			780,000.00				
Freshford Rd. Hill Lowning @ Jordan Estates & Harmony Rd., Jackson Township	800,000.00			40,000.00			2,185,000.00				
Replacement of Colonial Drive South Bridge, No. 1518016, Manchester Township	2,300,000.00			115,000.00			4,275,000.00				
Replacement of the Inward Thoroughfare Bridge No. 1507007, Toms River Township	4,500,000.00			225,000.00			950,000.00				
Repair of Thompson Bridge No. 1511016, Ocean Twp.	1,000,000.00			50,000.00			1,140,000.00				
Recon. of Hope Chapel Rd. (CR 547) from CR 571 to CR 527, Jackson Twp.	1,200,000.00			150,000.00			2,850,000.00				
Recon. and Widen Cross Street, Lakewood Twp.	3,000,000.00			50,000.00			950,000.00				
Recon. Lanes Mills Rd. (Bunt Tavern Rd. to Herbertsville Rd.), Brick Twp.	1,000,000.00			100,000.00			1,800,000.00				
Recon. Van Zile Rd. (Rt. 70 to Bunt Tavern Rd.), Brick Twp.	2,000,000.00			300,000.00			5,700,000.00				
Const. of Western Blvd. Extension, Phase A, Berkeley Twp.	6,000,000.00			300,000.00			850,000.00				
Replacement of Graytown Road Bridge No. 1511019, Jackson Township	1,000,000.00			50,000.00			1,425,000.00				
Replacement of Hurricane Bridge No. 1518012, Manchester Township	1,500,000.00			75,000.00			1,425,000.00				
Replacement of Cedar Creek Bridge No. 1512020, Lacey Township	1,500,000.00			300,000.00			5,700,000.00				
Construction of Western Boulevard Extension, Phase B, Berkeley Twp.	6,000,000.00			300,000.00							

6 YEAR CAPITAL PROGRAM 2014 - 2019
 SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS
 LOCAL UNIT: County of Ocean

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				
		3a Current Year 2014	3b Future Years				7a General	7b Self Liquidating	7c Assessment	7d School	
Replacement of Wrights Bridge No. 1507001, Toms River Township	2,500,000.00			125,000.00			2,375,000.00				
Replacement of Old Bong Bridge No. 1516009, Little Egg Harbor	500,000.00			25,000.00			475,000.00				
Replacement of Marsha Dr. Bridge, No. 1530017, Stafford Township	2,300,000.00			115,000.00			2,185,000.00				
Replacement of Colonial Drive North Bridge No. 1518017, Manchester Township	2,300,000.00			115,000.00			2,185,000.00				
Replacement of Duck Farm Bridge No. 1506013, Brick Twp.	1,000,000.00			75,000.00			1,425,000.00				
Replacement of Zebb's Bridge No. 1505007, Berkeley Twp.	1,000,000.00			50,000.00			950,000.00				
Subtotal - Engineers	168,191,308.00	0.00	0.00	8,460,000.00	0.00	6,491,300.00	157,731,300.00	0.00	0.00	0.00	0.00
Parks & Recreation	8,000,000.00			400,000.00			7,600,000.00				
Berkeley Island Redevelopment & Shoreline Protection	250,000.00			250,000.00							
Cattus Island Design, Permitting & Reconstruction	1,800,000.00			90,000.00			1,710,000.00				
Cedar Bridge Tavern Preservation & Reconstruction	2,500,000.00			125,000.00			2,375,000.00				
Cattus Island Nature Center Reconstruction	2,000,000.00			100,000.00			1,900,000.00				
Miscellaneous property acquisition & Capital Improvements to various parks	4,000,000.00			200,000.00			3,800,000.00				
North & West County acquisition	500,000.00			25,000.00			475,000.00				
North & West County construction	7,000,000.00			350,000.00			6,650,000.00				
Subtotal - Parks & Recreation	26,050,000.00	0.00	0.00	1,540,000.00	0.00	0.00	24,510,000.00	0.00	0.00	0.00	0.00
Utilities Services	950,000.00			950,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fuel site upgrades Phase 2	950,000.00			950,000.00							
Subtotal - Utilities Services	950,000.00	0.00	0.00	950,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ocean County College	2,850,000.00			0.00	0.00	0.00	2,850,000.00	0.00	0.00	0.00	0.00
Instructional Building Renovation	2,850,000.00			0.00			2,850,000.00				
Subtotal - Ocean County College	2,850,000.00	0.00	0.00	0.00	0.00	0.00	2,850,000.00	0.00	0.00	0.00	0.00
Solid Waste Management	850,000.00			425,000.00	0.00	850,000.00	0.00	0.00	0.00	0.00	0.00
NRC/SWC Storage Buildings	850,000.00			425,000.00			850,000.00				
Manchester Road Garage	2,000,000.00			100,000.00			1,900,000.00				
Southern Truck Wash	2,000,000.00			525,000.00			9,975,000.00				
Subtotal - Solid Waste Management	11,350,000.00	0.00	0.00	525,000.00	0.00	850,000.00	9,975,000.00	0.00	0.00	0.00	0.00

6 YEAR CAPITAL PROGRAM 2014 - 2019

SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

LOCAL UNIT: County of Ocean

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					
		3a Current Year 2014	3b Future Years				7a General	7b Self Liquidating	7c Assessment	7d School		
Management and Budget												
HVAC Replacement and Elevator Replacement/Renovations at various County Buildings	2,000,000.00			100,000.00			1,900,000.00					
Northern Resource Center Modernization of elevator	200,000.00			200,000.00								
B&G Warehouse, 165 Chestnut St Renovations/ Repairs	175,000.00			175,000.00								
Administration Building Engineering of Retro-Commissioning plan	750,000.00			750,000.00								
129 Hooper Ave & Parking Garage reporting & facade rehabilitation	400,000.00			400,000.00								
Subtotal - Management and Budget	3,525,000.00	0.00	0.00	1,625,000.00	0.00	0.00	1,900,000.00	0.00	0.00	0.00	0.00	0.00
Management and Budget												
1962 Jail Facility Renovations	5,300,000.00			270,000.00			5,030,000.00					
Design, Permitting and Construction of four Remote Towers, Phase 2	3,000,000.00			150,000.00			2,850,000.00					
Purchase/Installation Microwave Equipment for four Remote Towers, Phase 3	3,000,000.00			150,000.00			2,850,000.00					
Purchase/Installation Microwave Equipment for four Remote Towers, Phase 4	6,500,000.00			325,000.00			6,175,000.00					
Purchase Overlay P25 TDMA Infrastructure at eleven Remote Tower sites, Phase 5	7,000,000.00			350,000.00			6,650,000.00					
Subtotal - Management and Budget	24,800,000.00	0.00	0.00	1,245,000.00	0.00	0.00	23,555,000.00	0.00	0.00	0.00	0.00	0.00
Vocational Technical School												
Renovation of rest rooms/AODA compliant, Jackson & Marletown Schools	250,000.00			250,000.00								
Subtotal - Vocational Technical School	250,000.00	0.00	0.00	250,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parish												
Barnegat Branch Trail Phase VI	350,000.00			350,000.00			475,000.00					
Barnegat Branch Trail Phase VII	500,000.00			25,000.00			950,000.00					
Barnegat Branch Trail Phase Va	1,000,000.00			50,000.00			665,000.00					
Barnegat Branch Trail Phase Vb	700,000.00			35,000.00			2,090,000.00					
Subtotal - Parish	2,550,000.00	0.00	0.00	460,000.00	0.00	0.00	2,090,000.00	0.00	0.00	0.00	0.00	0.00
Mosquito Commission												
Low Ground Pressure Excavator	150,000.00			150,000.00			0.00					
Subtotal - Mosquito Commission	150,000.00	0.00	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL - ALL PROJECTS	238,668,300.00	0.00	0.00	15,205,000.00	0.00	7,341,300.00	222,611,300.00	0.00	0.00	0.00	0.00	0.00

COUNTY OF OCEAN

COUNTY/MUNICIPAL OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

DEDICATED REVENUES FROM TRUST FUND	FCOA	Anticipated		Realized in Cash in 2013	APPROPRIATIONS	FCOA	Appropriated		Expended 2013	
		2014	2013				for 2014	for 2013	Paid or Charged	Reserved
Amount To Be Raised By Taxation	54-190	10,906,068.00	10,939,558.00	10,939,558.00	Development of Lands for Recreation and Conservation:		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Added/Omitted Taxes		33,689.64	45,078.03	45,275.79	Salaries & Wages	54-385-1	0.00	0.00	0.00	0.00
Interest Income	54-113	2,009.08	15,506.73	2,009.08	Other Expenses	54-385-2	1,000.00	1,000.00	684.60	315.40
Sale of Natural Land Property					Maintenance of Lands for Recreation and Conservation:		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Reserve Funds:		42,670,081.03	36,358,752.56	3,565,502.59	Salaries & Wages	54-375-1	115,000.00	115,000.00	114,956.50	43.50
					Other Expenses	54-375-2				0.00
					Historic Preservation:		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
					Salaries & Wages	54-178-1				
					Other Expenses	54-178-2				
Public & Private Revenues:										
					Acquisition of Lands for Recreation and Conservation	54-915-2	10,000,000.00	10,000,000.00	4,573,193.19	5,426,806.81
					Acquisition of Farmland	54-916-2				
					Down Payments on Improvements	54-902-2				
					Debt Service:		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
					Payment of Bond Principal	54-920-2				
					Notes and Capital Notes	54-925-2				
					Interest on Bonds	54-930-2				
					Interest on Notes	54-935-2				
					Reserve for Future Use	54-950-2	43,495,957.75	37,242,915.32	0.00	37,242,915.32
					Total Trust Fund Appropriations:	54-499	53,611,857.75	47,358,915.32	4,688,834.29	42,670,081.03

Summary of Program

Year Referendum Passed/Implemented: 1997/1998
 Rate Assessed: 1.2 cents per \$100
 Total Tax Collected to date: \$143,972,961.76
 Total Expended to date: \$128,086,339.94
 Total Acreage Preserved to date: 12,418.51
 Recreation land preserved in 2013: 248.19
 Farmland preserved in 2013: 0.00

**Annual List of Change Orders Approved
Pursuant to N.J.A.C. 5:30-11**

Contracting Unit: _____

Ocean County _____

Year Ending: December 31, 2013

The following is a complete list of all change orders which caused the originally awarded contract price to be exceeded by more than 20 percent. For regulatory details please consult N.J.A.C. 5:30-11.1 et. seq. Please identify each change order by name of the project.

For each change order listed above, submit with introduced budget a copy of the Board of Chosen Freeholders resolution authorizing the change order and an Affidavit of Publication for the newspaper notice required by N.J.A.C. 5:30-11.9(d). (Affidavit must include a copy of the newspaper notice.)

If you have not had a change order exceeding the 20 percent threshold for the year indicated above, please check here and certify below.

_____ Date _____

_____ Clerk of the Board of Chosen Freeholders

RESOLUTION

March 19, 2014

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in the tax levy to 2.0% unless authorized by resolution to increase it to 3.5% over the previous year's tax levy, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual tax levy and the 3.5% percentage rate as an exception to its tax levy in either of the next two succeeding years; and

WHEREAS, the Board of Chosen Freeholders of the County of Ocean hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to the final tax levy in either of the next two succeeding years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Ocean, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2014 budget year, any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to the final tax levy in either of the next two succeeding years, and that the CY 2014 County budget for the County of Ocean be approved and adopted in accordance with this resolution; and

BE IT FURTHER RESOLVED that a certified copy of this resolution as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the Director of the Division of Local Government Services within 5 days of adoption.

BILL COMMITTEE REPORT
COUNTY OF OCEAN
SUMMARY OF VOUCHERS

SUMMARY OF BILLS

CERTIFICATE# 6

MASTER VOUCHER-CERTIFICATE FOR CERTIFICATION OF PAYMENT

I, THE UNDERSIGNED, DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION
HAVE EXAMINED THE INDIVIDUAL VOUCHERS SUBMITTED HERE WITHIN FOR
THE PURPOSE OF RECOMMENDING TO THE OCEAN COUNTY BOARD OF CHOSEN
FREEHOLDERS PAYMENT THEREOF ON 03/19/14.

I, HEREBY CERTIFY THESE VOUCHERS, IN THE TOTAL AMOUNT OF \$11,731,839.80
WHICH ARE CONTAINED IN THE ATTACHED REPORT, TO BE VALID CLAIMS, AND I
RECOMMEND APPROVAL AND PAYMENT THEREOF.

FREEHOLDER LACEY

APPROVED

FREEHOLDER KELLY

FREEHOLDER DIRECTOR VICARI

FREEHOLDER BARTLETT

ORDERED PAID

FREEHOLDER LITTLE

BETTY VASIL
CLERK OF THE BOARD
OF CHOSEN FREEHOLDERS

R E S O L U T I O N

MARCH 19, 2014

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, THAT THE DIRECTOR BE AND IS HEREBY AUTHORIZED AND INSTRUCTED TO EXECUTE MASTER VOUCHER-CERTIFICATE FOR CERTIFICATION OF PAYMENT # 6 SAID MASTER VOUCHER, CONSISTING OF 80 PAGES WITH VOUCHERS TOTALING IN THE AMOUNT OF \$11,731,839.80 WHICH BILLS ARE DEEMED TO BE VALID CLAIMS AS RECOMMENDED BY THE DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION

BE IT FURTHER RESOLVED THAT THE COUNTY TREASURER OF THE COUNTY OF OCEAN IS HEREBY AUTHORIZED AND DIRECTED TO PAY EACH AND EVERY ONE OF THE AFORESAID BILLS ATTACHED TO THIS MASTER VOUCHER-CERTIFICATE FOR CERTIFICATION OF PAYMENT, UPON EXECUTION OF SAME BY SAID DIRECTOR, IF AND WHEN FUNDS ARE AVAILABLE.

**No Associated
Documents**

R E S O L U T I O N

March 19, 2014

WHEREAS, Contract No. B2013-94E was entered into on October 2, 2013 with Lucas Brothers, Inc., Contractor, for work and services in relation to the Realignment of County Route 571 at Francis Mills, Jackson Township, Federal Project No: STP-0245 (104), State No: 6912310, Ocean County, New Jersey; and

WHEREAS, during the course of construction minor modifications to contract quantities have become necessary to improve conditions and due to actual field measured conditions as well as an extension of time on the contract due to severe winter weather conditions; and

WHEREAS, the County Engineer of the County of Ocean has duly filed with this Board a request for a Change Order stating the facts involved and certifying that the proposed Change Order is consistent with regulations for such Change Orders promulgated by the New Jersey Department of Community Affairs, Division of Local Government Services, under authority of N.J.S.A. 52:27BB-32; and

WHEREAS, the Contractor has agreed to accept these changes to the Contract pursuant to the provisions of Sections 104 and 109 of the Standard Specifications; and

WHEREAS, adequate funds are available in Account No. 300-185-C112-6800 in the amount of \$7,992.00.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The County Engineer is hereby authorized to issue Amendatory Contract and Change Order No. 1 to Lucas Brothers, Inc. as follows: Extra Work Order in the amount of \$7,992.00, in connection with the project known as Realignment of County Route 571 at Francis Mills, Jackson Township, Federal Project No: STP-0245 (104), State No: 6912310, Ocean County, New Jersey.

2. The Director and Clerk of this Board are hereby authorized and directed to enter into an Amendatory Contract with Lucas Brothers, Inc., to cover the Change Order No. 1.

3. A certified copy of this resolution shall be sent to the County Engineer, the County Treasurer, the County Auditor and Lucas Brothers, Inc.

R E S O L U T I O N

March 19, 2014

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement dated August 7, 2013 with the Contractor, Forte Excavating, LLC for work and services in relation to the Stormwater Management Contract 2013-A (Commonwealth Boulevard, Manchester Township), Ocean County, New Jersey; and

W H E R E A S, the contract for the said project was let in the name of the County of Ocean and the work was done pursuant to said contract carried out under the direction and supervision of the County Engineer; and

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 5 dated March 19, 2014 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Partial Estimate No. 5 shows:

Total Cost of Construction:	\$414,370.75
Less 2% of Total:	\$8,287.42

Subtotal:	\$406,083.34
Less Partial Estimate #1:	\$135,709.34
Less Partial Estimate #2:	\$126,316.09
Less Partial Estimate #3:	\$ 44,444.21
Less Partial Estimate #4:	\$ 75,567.80
Total Partial Payments Made to Date:	\$382,037.44
AMOUNT NOW DUE CONTRACTOR:	\$24,045.90

W H E R E A S, the said Contractor has filed a sworn claim with the Board in which it is declared that the amount due the Contractor as stated above is true, fair, just and correct.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The furnished work under this contract, to the extent covered by this resolution, be and the same is hereby accepted by the Board of Chosen Freeholders of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of Twenty four thousand forty five and 90/100 dollars (\$24,045.90) which is the amount hereinbefore shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

March 19, 2014

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement dated October 16, 2013 with the Contractor, P & A Construction, Inc. for work and services in relation to the Reconstruction of Bay Boulevard from N.J.S.H. Route 35 to Princeton Avenue, Toms River Township and Lavallette Borough, Ocean County, New Jersey; and

W H E R E A S, the contract for the said project was let in the name of the County of Ocean and the work was done pursuant to said contract carried out under the direction and supervision of the County Engineer; and

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 2 dated March 19, 2014 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Partial Estimate No. 2 shows:

Total Cost of Construction:	\$48,000.00
Less 2% of Total:	\$960.00

Subtotal:	\$47,040.00
Less Partial Estimate #1: \$23,520.00	
AMOUNT NOW DUE CONTRACTOR:	\$23,520.00

W H E R E A S, the said Contractor has filed a sworn claim with the Board in which it is declared that the amount due the Contractor as stated above is true, fair, just and correct.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The furnished work under this contract, to the extent covered by this resolution, be and the same is hereby accepted by the Board of Chosen Freeholders of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of Twenty three thousand five hundred twenty and 00/100 dollars (\$23,520.00) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

March 19, 2014

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement dated September 4, 2013 with the Contractor, Earle Asphalt Company for work and services in relation to the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2013-C, Ocean County, New Jersey; and

W H E R E A S, the contract for the said project was let in the name of the County of Ocean and the work was done pursuant to said contract carried out under the direction and supervision of the County Engineer; and

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 3 dated March 19, 2014 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Partial Estimate No. 3 shows:

Total Cost of Construction:	\$2,701,796.86
Less 2% of Total:	\$54,035.94 -----
Subtotal:	\$2,647,760.92
Less Partial Estimate #1:	\$1,724,689.01
Less Partial Estimate #2:	\$911,605.05
Total Partial Payments Made to Date:	\$2,636,294.06
AMOUNT NOW DUE CONTRACTOR:	\$11,466.86

W H E R E A S, the said Contractor has filed a sworn claim with the Board in which it is declared that the amount due the Contractor as stated above is true, fair, just and correct.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, in the STATE OF NEW JERSEY, that:

1. The furnished work under this contract, to the extent covered by this resolution, be and the same is hereby accepted by the Board of Chosen Freeholders of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of Eleven thousand four hundred sixty six and 86/100 dollars (\$11,466.86) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

**No Associated
Documents**

**No Associated
Documents**



Resolution
Ocean County Board Of Chosen Freeholders
Administration Building
Cams River, New Jersey

March 19, 2014

WHEREAS, on April 1, 2014 DELFORD A. JONES will be retiring from over twenty seven years of dedicated service to the Ocean County Department of Juvenile Services; and

WHEREAS, DELFORD A. JONES began his career with the Ocean County Department of Juvenile Services as a Youth Group Worker on December 18, 1986. His diligence and hard work earned him promotions including, Juvenile Detention Officer/Youth Aide, Social Worker and Senior Social Worker; and

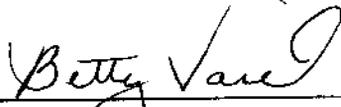
WHEREAS, DELFORD JONES, father of seven and grandfather of seven, has also been a father figure to countless others. He has shared many meals, some paid with his own money, with many juveniles at the facility and on transportation details throughout the state; and

WHEREAS, DELFORD JONES has received numerous commendations and significant awards for his knowledge and job performance including the High Academic Award Winner and Class President at his Juvenile Detention Officer Basic Course in 1991, Employee of the Month in 1995, NJDA Worker of the Year in 1999 and the Bob Rader Service Worker of the Year in 2013; and

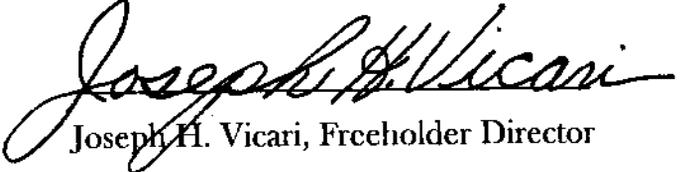
WHEREAS, a career which has been characterized by competence, diligence and loyalty, will now be exchanged for a well-deserved retirement,

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby honors and extends the very best personal wishes to DELFORD A. JONES for his honorable dedication, contributions and many years of service to Ocean County; and further offer best wishes for good health and happiness in his retirement.

Attest:



Betty Vasil
Clerk of the Board



Joseph H. Vicari, Freeholder Director



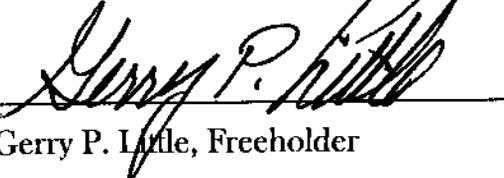
John C. Bartlett, Jr., Deputy Director



John P. Kelly, Freeholder



James F. Lacey, Freeholder



Gerry P. Little, Freeholder





Resolution
Ocean County Board Of Chosen Freeholders
 Administration Building
 Toms River, New Jersey

March 19, 2014

WHEREAS, on Friday, March 21, 2014, the American Cancer Society is honoring:

ROBERT NAGEL - SURF TACO
 as the recipient of the
2014 CORPORATE VISIONARY AWARD

at their annual "Tides of Change" Gala at Woodlake Country Club in Lakewood, New Jersey; and

WHEREAS, **ROBERT NAGEL** graduated from Thomas Edison College in 1994 and traveled the country before committing himself to a year of service with Americorps as a VISTA volunteer mentoring inner city youth and families in Santa Monica, California; and

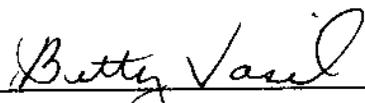
WHEREAS, after his year of service, **ROBERT NAGEL** was promoted to VISTA leader and later Placement Officer for Americorps VISTA, placing volunteers in 200 nonprofits in the 10-state Pacific regions; and

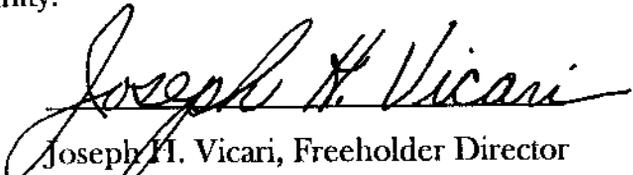
WHEREAS, in 1999, **ROBERT NAGEL** earned an MBA from Pepperdine University with a specialization in entrepreneurship and returned to the Jersey Shore; and

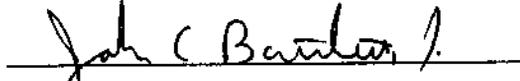
WHEREAS, **ROBERT NAGEL** opened the original Surf Taco in Point Pleasant Beach on Memorial Day Weekend of 2001 and has since opened ten more locations in New Jersey. He and his winning team have made it their mission to give back to the communities they serve.

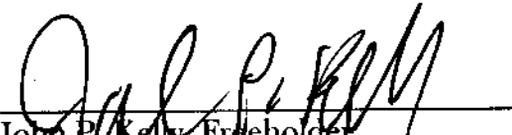
NOW, THEREFORE, BE IT RESOLVED that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** hereby honors and commends **ROBERT NAGEL - SURF TACO** for his leadership and commitment to the betterment of our community.

Attest:

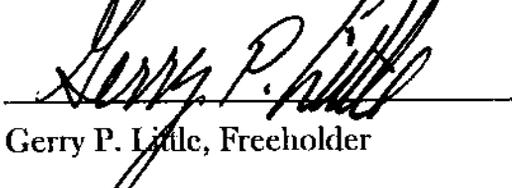

 Betty Vasil
 Clerk of the Board


 Joseph H. Vicari, Freeholder Director


 John C. Bartlett, Jr., Deputy Director


 John P. Kelly, Freeholder


 James F. Lacey, Freeholder


 Gerry P. Little, Freeholder





Resolution
Ocean County Board Of Chosen Freeholders
 Administration Building
 Toms River, New Jersey

March 19, 2014

WHEREAS, on Friday, March 21, 2014, the American Cancer Society is honoring:

RYAN BLUMENTHAL - CORINNE JEWELERS
 as the recipient of the
2014 YOUNG ENTREPRENEUR OF THE YEAR AWARD

at their annual "Tides of Change" Gala at Woodlake Country Club in Lakewood, New Jersey; and

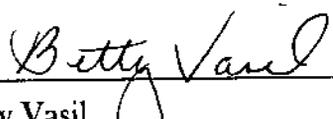
WHEREAS, RYAN BLUMENTHAL earned a Bachelor's Degree in Criminal Justice and Political Science from the University of Delaware and a Graduate Degree from the Gemological Institute of America; and

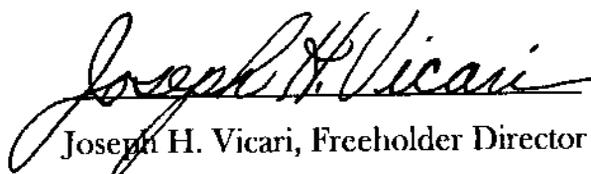
WHEREAS, RYAN BLUMENTHAL has been the general manager of Corinne Jewelers for the past ten years, providing guidance to others and educating his staff about the true meaning of great service; and

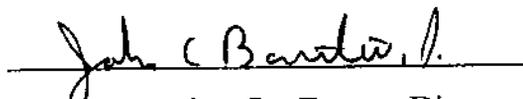
WHEREAS, RYAN BLUMENTHAL also generously volunteers his service as an active member of the American Gem Society, a board member of the United Way of Ocean County, a member of the Annual Gala Committee for the American Cancer Society of Ocean County and Community Medical Center.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby honors and commends RYAN BLUMENTHAL - CORINNE JEWELERS for his leadership and commitment to the betterment of our community.

Attest:

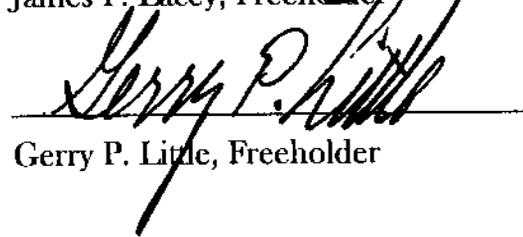

 Betty Vasil
 Clerk of the Board


 Joseph H. Vicari, Freeholder Director


 John C. Bartlett, Jr., Deputy Director


 John P. Kelly, Freeholder


 James F. Lacey, Freeholder


 Gerry P. Little, Freeholder





Resolution
Ocean County Board Of Chosen Freeholders
Administration Building
Toms River, New Jersey

March 19, 2014

WHEREAS, on Friday, March 21, 2014, the American Cancer Society is honoring:

RALPH WOLFF - JERSEY COAST APPLIANCE
as the recipient of the
2014 HUMANITARIAN OF THE YEAR AWARD

at their annual "Tides of Change" Gala at Woodlake Country Club in Lakewood, New Jersey; and

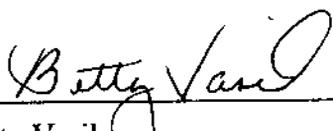
WHEREAS, RALPH WOLFF served four years in the US Navy during the Vietnam War before attending Camden County College where he excelled in Business Accounting and Business Law and Ocean County College studying Business Administration; and

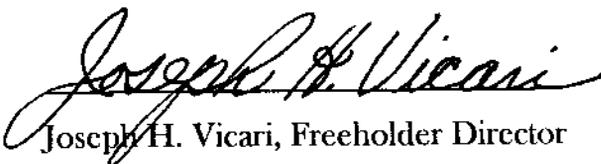
WHEREAS, RALPH WOLFF is best known for his straightforward, honest and ethical business model as the owner of Jersey Coast Appliance for the last 33 years; and

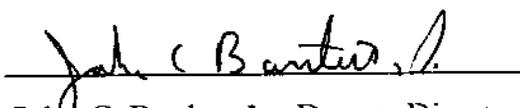
WHEREAS, RALPH WOLFF also generously volunteers his time and talents as a Volunteer Master Naturalist for the Barnegat Bay Partnership and as a member of the American Cancer Society Leadership Council, Jersey Shore Business Network, Toms River/Ocean County Chamber of Commerce, American Legion Post 129 and Big Brothers Big Sisters of Ocean County.

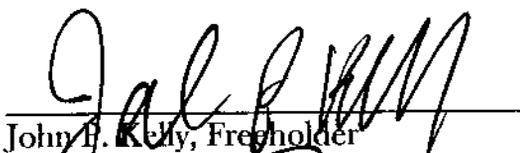
NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby honors and commends RALPH WOLFF - JERSEY COAST APPLIANCE for his leadership and commitment to the betterment of our community.

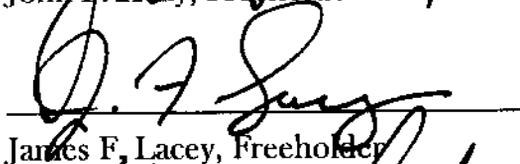
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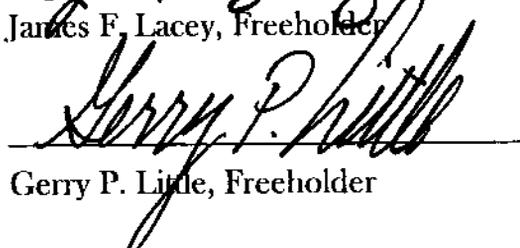

Betty Vasil
Clerk of the Board


Joseph H. Vicari, Freeholder Director


John C. Bartlett, Jr., Deputy Director


John F. Kelly, Freeholder


James F. Lacey, Freeholder


Gerry P. Little, Freeholder





Resolution
Ocean County Board Of Chosen Freeholders
 Administration Building
 Toms River, New Jersey

March 19, 2014

WHEREAS, on Friday, March 21, 2014, the American Cancer Society is honoring:

BRIAN TRAMONTANO - TD BANK
 as the recipient of the
2014 MATTHEW PITERA VOLUNTEER OF THE YEAR AWARD

at their annual "Tides of Change" Gala at Woodlake Country Club in Lakewood, New Jersey; and

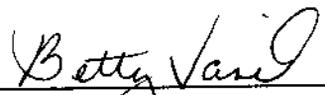
WHEREAS, BRIAN TRAMONTANO earned a Bachelor of Science in Business Administration from Rowan University and a Masters in Business Administration from Monmouth University; and

WHEREAS, BRIAN TRAMONTANO has been with TD Bank in Toms River for eleven years and is currently a Commercial Relationship Manager, specializing in Small Business Lending; and

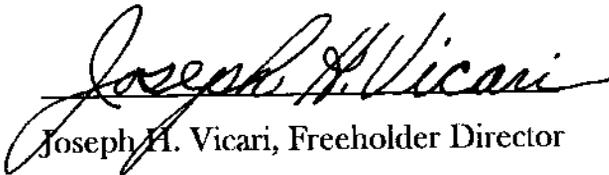
WHEREAS, BRIAN TRAMONTANO has been a long-time volunteer for the Jersey Shore Region of the American Cancer Society, serving on the Corporate Leadership Council, Tides of Change Gala Committee and the Annual Golf Classic Committee. He is also a member of the Ocean County YMCA's Board of Volunteers, also serving on their Annual Golf Classic Committee.

NOW, THEREFORE, BE IT RESOLVED that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** hereby honors and commends **BRIAN TRAMONTANO - TD BANK** for his leadership and commitment to the betterment of our community.

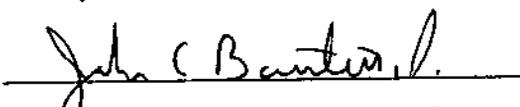
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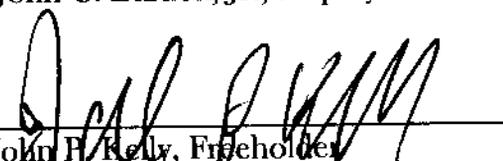
 Betty Vasil
 Clerk of the Board



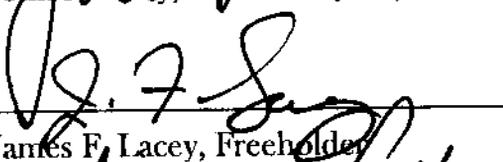
 Joseph H. Vicari, Freeholder Director



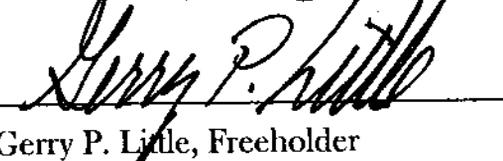
 John C. Bartlett, Jr., Deputy Director



 John P. Kelly, Freeholder



 James F. Lacey, Freeholder



 Gerry P. Little, Freeholder





Resolution
Ocean County Board Of Chosen Freeholders
 Administration Building
 Toms River, New Jersey

March 19, 2014

WHEREAS, on Friday, March 21, 2014, the American Cancer Society is honoring:

LISA NAGY - PLASTIC SURGERY OF THE FACE AND BODY
 as the recipient of the
2014 MATTHEW PITERA VOLUNTEER OF THE YEAR AWARD

at their annual "Tides of Change" Gala at Woodlake Country Club in Lakewood, New Jersey; and

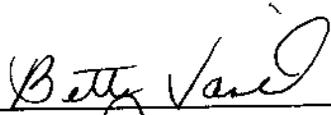
WHEREAS, LISA NAGY earned a Bachelor's Degree in Health Administration from the University of Scranton and earned her Master's Degree in Health Administration while working in the field of long-term care as a Regional Business Manager for an assisted living company; and

WHEREAS, after the birth of her second daughter, LISA NAGY left the workforce to care for her family and returned in 2011 to assist her husband in beginning a solo medical practice. She is involved in almost every aspect of the practice from marketing to management; and

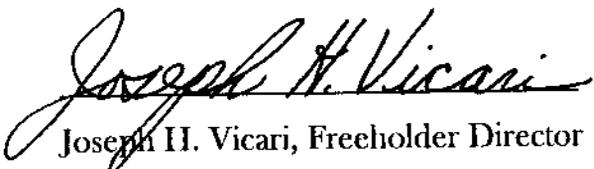
WHEREAS, LISA NAGY has been involved with the Tides of Change Gala since its inception and has coordinated numerous fundraisers in the community to support the American Cancer Society. She also participates in the Making Strides campaign with the medical practice as a flagship sponsor for the past two years.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby honors and commends LISA NAGY - PLASTIC SURGERY OF THE FACE AND BODY for her leadership and commitment to the betterment of our community.

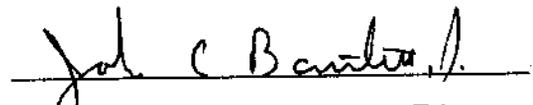
Attest:



 Betty Vasil
 Clerk of the Board



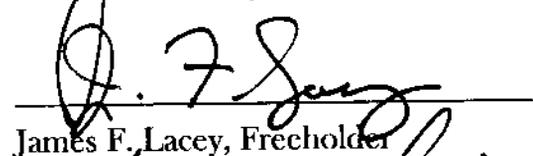
 Joseph H. Vicari, Freeholder Director



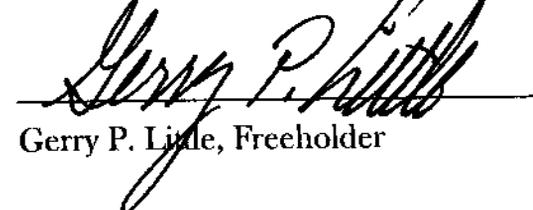
 John C. Bartlett, Jr., Deputy Director



 John P. Kelly, Freeholder



 James F. Lacey, Freeholder



 Gerry P. Little, Freeholder





Resolution
Ocean County Board Of Chosen Freeholders
 Administration Building
 Toms River, New Jersey

March 19, 2014

WHEREAS, on Friday, April 4, 2014, the Kiwanis Club of Jackson will hold a dinner at Eagle Ridge Country Club, Lakewood, New Jersey in honor of:

DETECTIVE MITCHELL COWIT

for excelling above and beyond the call of duty as a Jackson Township Police Officer; and

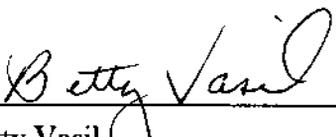
WHEREAS, **DETECTIVE MITCH COWIT** began his career as a Special Police Officer at the Jackson Township Police Department and in 1992, became a full-time Police Officer in the Ocean Gate Police Department. He later returned to Jackson as a full-time Police Officer and by 1996 he was transferred to the Investigative Bureau; and

WHEREAS, **DETECTIVE MITCH COWIT** is most known for his ability to interview witnesses and suspects where he makes a personal connection with the interviewee. This ability has been a great asset to the department, earning him a position as a hostage negotiator on the Special Response Team; and

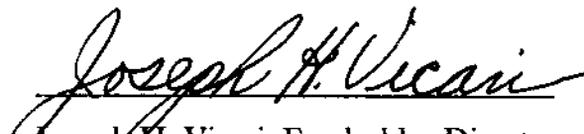
WHEREAS, **DETECTIVE MITCH COWIT** is also an instructor at the Ocean County Police Academy and recently opened his own business teaching "C.O.P.S.", Courses Offering Police Specialization, a variety of courses including Interview Techniques, Forensic Interview, Forensic Psychology, Drug Interdiction and Criminal Behavior.

NOW, THEREFORE, BE IT RESOLVED that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** hereby commends and congratulates **DETECTIVE MITCH COWIT** as he is recognized as the **2014 POLICE OFFICER OF THE YEAR** for the excellence he has demonstrated amongst his community.

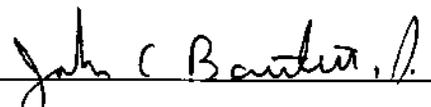
Attest:



 Betty Vasil
 Clerk of the Board



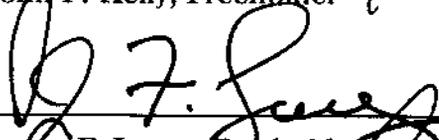
 Joseph H. Vicari, Freeholder Director



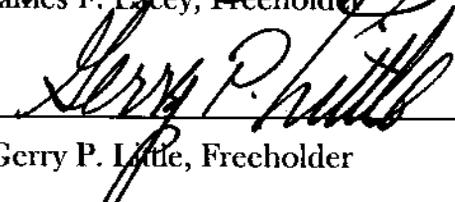
 John C. Bartlett, Jr., Deputy Director



 John P. Kelly, Freeholder



 James F. Lacey, Freeholder



 Gerry P. Little, Freeholder





Resolution
Ocean County Board Of Chosen Freeholders
Administration Building
Cams River, New Jersey

March 19, 2014

WHEREAS, on Friday, April 4, 2014, the Kiwanis Club of Jackson will hold a dinner at Eagle Ridge Country Club, Lakewood, New Jersey in honor of:

POLICE OFFICER MICHAEL KELLY

for excelling above and beyond the call of duty as a Jackson Township Police Officer; and

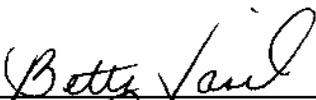
WHEREAS, OFFICER MICHAEL KELLY earned a Bachelor of Science Degree from Farleigh Dickinson University and a Master of Arts Degree from Florida Metropolitan University; and

WHEREAS, OFFICER MICHAEL KELLY began his career at the Jackson Township Police Department in 2002 and has been utilized in the Patrol and Investigative Divisions; and

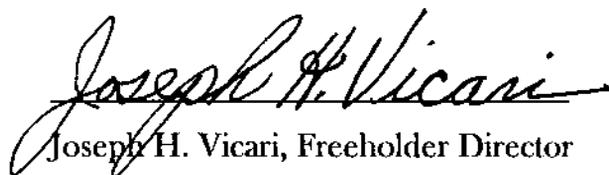
WHEREAS, OFFICER MICHAEL KELLY has been actively involved with narcotics interdiction as a Drug Recognition Expert and is currently a member of the State Drug Recognition Executive Board.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby commends and congratulates POLICE OFFICER MICHAEL KELLY as he is recognized as the 2014 POLICE OFFICER OF THE YEAR for the excellence he has demonstrated amongst his community.

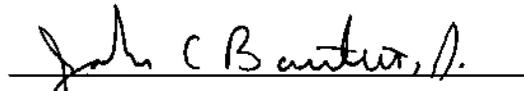
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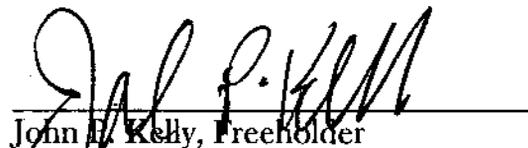
Betty Vasil
Clerk of the Board



Joseph H. Vicari, Freeholder Director



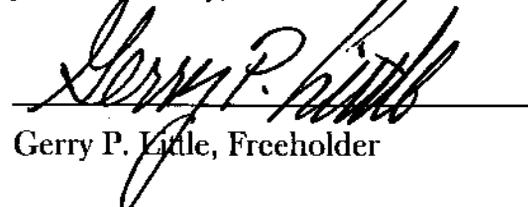
John C. Bartlett, Jr., Deputy Director



John H. Kelly, Freeholder



James F. Lacey, Freeholder



Gerry P. Little, Freeholder





Resolution
Ocean County Board Of Chosen Freeholders
 Administration Building
 Toms River, New Jersey

March 19, 2014

WHEREAS, on Friday, April 4, 2014, the Kiwanis Club of Jackson will hold a dinner at Eagle Ridge Country Club, Lakewood, New Jersey in honor of:

POLICE OFFICER MICHAEL GOELZ

for excelling above and beyond the call of duty as a Jackson Township Police Officer; and

WHEREAS, OFFICER MICHAEL GOELZ earned an Associates Degree in Criminal Justice from Ocean County College and is expected to graduate later this year with a Bachelor of Science Degree in Criminology from The College of New Jersey; and

WHEREAS, OFFICER MICHAEL GOELZ was hired by the Ocean County Sheriff's Department in 2007 and left there to begin his career at Jackson Township Police Department in 2008; and

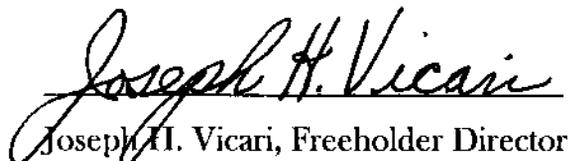
WHEREAS, OFFICER MICHAEL GOELZ completed a drug evaluation and classification course, certifying him as a Drug Recognition Expert in New Jersey. He also completed the F.B.I. sponsored Police Sniper School.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby commends and congratulates POLICE OFFICER MICHAEL GOELZ as he is recognized as the 2014 POLICE OFFICER OF THE YEAR for the excellence he has demonstrated amongst his community.

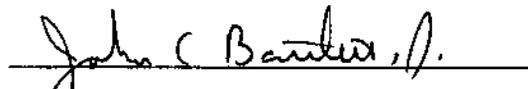
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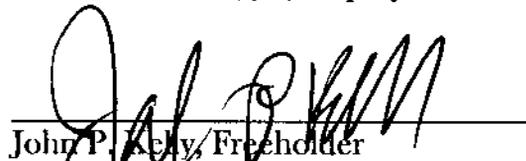
 Betty Vasil
 Clerk of the Board



 Joseph H. Vicari, Freeholder Director



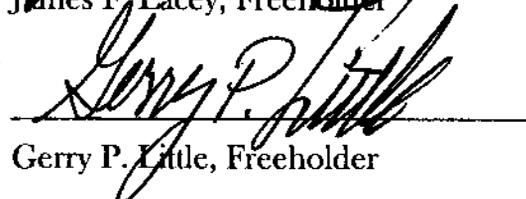
 John C. Bartlett, Jr., Deputy Director



 John P. Kelly, Freeholder



 James F. Lacey, Freeholder



 Gerry P. Little, Freeholder





Resolution
Ocean County Board Of Chosen Freeholders
Administration Building
Coms River, New Jersey

March 19, 2014

WHEREAS, on Friday, April 4, 2014, the Kiwanis Club of Jackson will hold a dinner at Eagle Ridge Country Club, Lakewood, New Jersey in honor of:

POLICE OFFICER BRAD REIDER

for excelling above and beyond the call of duty as a Jackson Township Police Officer; and

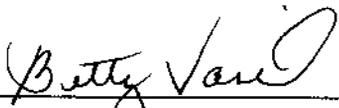
WHEREAS, OFFICER BRAD REIDER earned an Associates Degree in Criminal Justice from Ocean County College. He began his career at the Jackson Township Police Department in 1995 after successfully completing his academy training at the N.J.S.P. Training Academy; and

WHEREAS, OFFICER BRAD REIDER attended several accident investigation and narcotics investigation schools over the past several years and has been concentrating on traffic enforcement and motor vehicle crash investigations; and

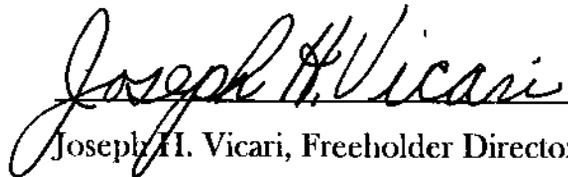
WHEREAS, OFFICER BRAD REIDER is one of the peripheral members of the Traffic Safety Unit and assists with investigating serious and fatal motor vehicle accidents.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby commends and congratulates POLICE OFFICER BRAD REIDER as he is recognized as the 2014 POLICE OFFICER OF THE YEAR for the excellence he has demonstrated amongst his community.

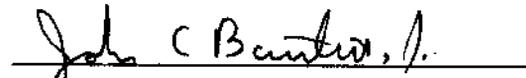
Attest:



Betty Vasil
Clerk of the Board



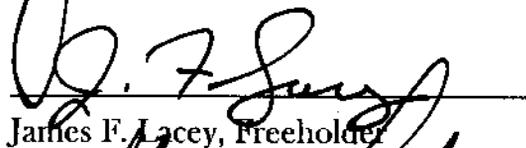
Joseph H. Vicari, Freeholder Director



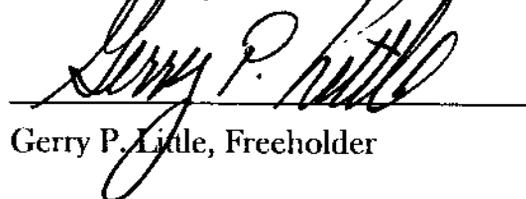
John C. Bartlett, Jr., Deputy Director



John J. Kelly, Freeholder



James F. Lacey, Freeholder



Gerry P. Little, Freeholder



Resolution

March 19, 2014

WHEREAS, an emergency condition has arisen in that the County is expected to enter in contracts commitments or payments prior to the adoption of the 2014 budget and no adequate provision has been made in the 2014 temporary budget for the aforesaid purposes; and

WHEREAS, N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for said purpose; and

WHEREAS, the total emergency temporary appropriation resolutions adopted in the year 2014 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$87,373,583 .

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN,** (not less than two-thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. Emergency temporary appropriations be and the same are hereby made in the amount of \$87,373,583 as follows:

	<u>AMOUNT</u>
4002 Board of Chosen Freeholders	
Salaries & Wages	\$ 135,000
4004 County Administrator	
Salaries & Wages	360,000
4005 Management & Budget	
Salaries & Wages	250,000
4006 Wireless Technology Division	
Other Expenses	80,000
4012 County Adjusters Office	
Salaries & Wages	110,000
4013 Department of Finance	
Salaries & Wages	410,000
4014 Clerk of the Board	
Salaries & Wages	280,000
4016 Employee Relations	
Salaries & Wages	320,000
4022 County Clerk	
Salaries & Wages	650,000
4024 Prosecutor's Office	
Salaries & Wages	4,430,000
4026 Purchasing Department	
Salaries & Wages	185,000
4027 Record Storage	
Salaries & Wages	45,000
4029 Warehouse	
Salaries & Wages	55,000
4030 Buildings & Grounds	
Salaries & Wages	1,700,000
4031 Gang Violence Initiative	
Salaries & Wages	140,000
4033 Security	
Salaries & Wages	1,100,000
4034 Group Insurance for Employees	
Other Expenses	11,349,965
4036 Health Benefits Waiver	
Other Expenses	26,250
4038 Insurance	
Other Expenses	1,000,000
4044 Postage	
Other Expenses	125,000
4046 Office of Information Technology	
Salaries & Wages	620,000
4054 Printing & Graphic Arts	
Salaries & Wages	180,000

	<u>AMOUNT</u>
4061 Self Insurance - Administration of Claims Other Expenses	55,747
4205 Indigent Cost Other Expenses	5,000
4218 Surrogate Salaries & Wages	320,000
4402 Office of the Sheriff Salaries & Wages	5,700,000
4403 Sheriff's - 911 System Salaries & Wages	590,000
4410 Board of Taxation Salaries & Wages	135,000
4414 Medical Examiner Salaries & Wages Other Expenses	130,000 100,000
4416 Shade Tree Commission Salaries & Wages	30,000
4420 Election Board Salaries & Wages	570,000
4436 County Planning Board (RS40:27-3) Salaries & Wages	230,000
4438 Consumer Protection Salaries & Wages	210,000
4604 County Funds - Roads Salaries & Wages	2,700,000
4605 Vehicle Services Salaries & Wages	900,000
4614 Engineering Department Salaries & Wages	1,550,000
4620 Transportation Services Salaries & Wages Other Expenses	830,000 29,000
4636 Schedule C - Planning Board Other Expenses	60,000
4802 Department of Corrections Salaries & Wages	7,450,000
4803 Corrections Healthcare Services Other Expenses	1,200,000
4806 Corrections - Food Other Expenses	250,000
5016 Department of Human Services Salaries & Wages	250,000
5018 Mental Health Programs Other Expenses	400,028
5023 Fire & First Aid Training Center Salaries & Wages	130,000
5026 Mosquito Extermination Commission Other Expenses	563,908
5040 Board of Social Services - Administration Other Expenses	6,000,000
5041 Board of Social Services - Services Other Expenses	950,000
5046 B.O.S.S. Supplemental Security Income Other Expenses	530,000
5056 Juvenile Services Salaries & Wages Other Expenses	1,200,000 40,000
5058 Office of Senior Services Salaries & Wages Other Expenses	160,000 512,200
5088 Solid Waste Management Salaries & Wages	640,000
5202 Superintendent of Schools Salaries & Wages	130,000
5208 County Extension Service Salaries & Wages	120,000
5212 Reimbursement Out of County Students Other Expenses	97,750

	<u>AMOUNT</u>
5221 Aid to Museums	
Other Expenses	15,000
5402 County Parks & Recreation	
Salaries & Wages	1,500,000
5608 County Air Park	
Salaries & Wages	16,000
5628 Rent/Lease Office Premises	
Other Expenses	320,000
5653 Aid:VetWorks	
Other Expenses	51,750
5654 Veterans' Service Bureau	
Salaries & Wages	90,000
5671 Heating Oil	
Other Expenses	15,000
5674 Data Transmission	
Other Expenses	200,000
5678 Street Lighting	
Other Expenses	14,500
<u>Capital Improvements</u>	
6002 Capital Improvement Fund	1,000,000
<u>County Debt Service</u>	
6640 Payment of Bonds	1,225,000
6644 Payment S/A College Bonds	805,000
6650 Interest on Bonds	2,069,410
6652 Interest on S/A College Bonds	55,357
<u>Statutory Expenditures - Contributions To:</u>	
6830 Contribution to PERS/PFRS	
Other Expenses	17,536,877
6840 Social Security System (O.A.S.I.)	2,640,000
Other Expenses	
<u>State and Federal Grants</u>	
7044 Aid to Families with Dependent Children	275,000
H002 Title IV-D Reimb FY13	10,841
H020 Community Traffic Safety FY13	35,000
J070 Insurance Fraud Program FY14	250,000
J062 Prosecutor LED Mental Health	75,000
K062 Local: Prosecutor LED Mental Health	25,000
H052 SHRAP FY13	829,000
Total 2014 Temporary Emergency Appropriation	\$ <u>87,373,583</u>

2. Said emergency temporary appropriations will be provided for in the 2014 budget.

3. That one certified copy of this resolution be filed with the Director, Division of Local Government Services and that copies shall be made available to the Department of Finance and the County Auditor.

RESOLUTION

March 19, 2014

WHEREAS, N.J.S.A. 40A:4-59 provides for making transfers between Budget Appropriations Account Reserves during the first three (3) months of any fiscal year; and

WHEREAS, the date of this Resolution is within the first three (3) months of calendar year 2014.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN**, (not less than two-thirds of all members affirmatively concurring) that the following transfers be and the same are hereby approved between the Appropriation Account Reserves within the 2013 Budget:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>		<u>AMOUNT</u>
016-015-6840	Contribution/FICA (Social Security)	O/E	\$450,000.00
016-070-5677	Electricity	O/E	400,000.00
016-060-4024	Prosecutor	S/W	275,000.00
016-055-4022	County Clerk	S/W	10,000.00
016-055-4426	County Clerk Election Expense	O/E	8,000.00
016-135-4420	Election Board	S/W	<u>125,000.00</u>
TOTAL			<u>\$1,268,000.00</u>

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT NAME</u>		<u>AMOUNT</u>
016-080-4060	Worker's Compensation Trust	O/E	\$750,000.00
016-055-4022	County Clerk	O/E	18,000.00
016-015-6830	Contribution-PERS/PFRS	O/E	<u>500,000.00</u>
TOTAL			<u>\$1,268,000.00</u>

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor and Chief Financial Officer.

RESOLUTION (continued)

Page 2

March 19, 2014

NOTES:

<u>LINE ITEM</u>	<u>AMOUNT</u>	<u>REMARKS</u>
Worker's Compensation Trust 4060	\$750,000.00	Increase Trust per actuarial recommendation
County Clerk O/E 4022	\$18,000.00	Maintenance on e-Record Portal
Contribution-PERS/PFRS 6830	\$500,000.00	Funds for retroactive payments

RESOLUTION

March 19, 2014

WHEREAS, Michael Cohen is custodian of the Prosecutor's Office - Emergency Petty Cash Fund previously established by the County; and

WHEREAS, in accordance with N.J.S.A. 40A:5-21, the County of Ocean is changing the custodian of this Petty Cash Fund to Glenn M. Miller; and

WHEREAS, the above mentioned custodian is bonded in the amount of \$1,000.00 or the amount of the fund, whichever is greater, in accordance with the statutory threshold by virtue of a surety bond;

NOW THEREFORE, BE IT RESOLVED that the **OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN**, that two (2) certified copies of this Resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval of the change in custodians.

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Finance Department, the County Auditor, Risk Management and the Prosecutor's Office.

JOSEPH D. CORONATO
Ocean County Prosecutor



GLENN M. MILLER
Chief of Detectives

OFFICE OF THE PROSECUTOR
Courthouse Annex Building
119 Hooper Avenue
P.O. Box 2191
Toms River, New Jersey 08754-2191
(732) 929-2027 Fax (732) 929-2145

MEMORANDUM

March 5, 2014

TO: Julie N. Tarrant
Comptroller

FROM: Joseph D. Coronato 
Prosecutor

RE: Custodian - Ocean County Prosecutor's Office
Petty Cash Emergency Fund and
Confidential Fund

Please be advised that effective immediately, I have designated Chief Glenn M. Miller as the custodian of the Petty Cash Emergency Fund and the Confidential Fund.

If you have any questions or need further clarification, please feel free to contact me. Thank you.

c: Martha Zimmerman - Finance Department
Dawn Blake

RESOLUTION

March 19, 2014

WHEREAS, Michael Cohen is custodian of the Prosecutor's Office – Confidential Investigations Petty Cash Fund previously established by the County; and

WHEREAS, in accordance with N.J.S.A. 40A:5-21, the County of Ocean is changing the custodian of this Petty Cash Fund to Glenn M. Miller; and

WHEREAS, the above mentioned custodian is bonded in the amount of \$20,000.00 or the amount of the fund, whichever is greater, in accordance with the statutory threshold by virtue of a surety bond;

NOW THEREFORE, BE IT RESOLVED that the **OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN**, that two (2) certified copies of this Resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval of the change in custodians.

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Finance Department, the County Auditor, Risk Management and the Prosecutor's Office.

JOSEPH D. CORONATO
Ocean County Prosecutor



GLENN M. MILLER
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MEMORANDUM

March 5, 2014

TO: Julie N. Tarrant
Comptroller

FROM: Joseph D. Coronato 
Prosecutor

RE: Custodian - Ocean County Prosecutor's Office
Petty Cash Emergency Fund and
Confidential Fund

Please be advised that effective immediately, I have designated Chief Glenn M. Miller as the custodian of the Petty Cash Emergency Fund and the Confidential Fund.

If you have any questions or need further clarification, please feel free to contact me. Thank you.

c: Martha Zimmerman - Finance Department
Dawn Blake

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean (Plan Sponsor), has a contractual agreement with Mass Mutual Life Insurance Company to provide a Deferred Compensation 457(b) Plan for the benefits of its employees, and;

WHEREAS, under the Internal Revenue Service Code participants of the Plan are permitted to request a loan from their account, and;

WHEREAS, the Plan Sponsor desires to amend the agreement to include employee loans from their own account, and;

WHEREAS, the Plan Sponsor authorizes Mass Mutual to update its recordkeeping system and services to include administration of Participant loans.

NOW THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, hereby adopts the following amendment to the Plan:

1. Mass Mutual process all Requests made by Participants for loans against their own account in accordance with the amendment to the Plan document.
2. The Administrative Services Agreement between Mass Mutual and the County of Ocean is hereby amended to included servicing of loans for Participants.
3. The Freeholder Director and Clerk of the Board are hereby authorized to execute all documents.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the County Auditor, County Department of Finance and Mass Mutual.

RESOLUTION

March 19, 2014

WHEREAS, the State of New Jersey, Department of Human Services, Division of Aging Services provides the opportunity for the County of Ocean to apply for and receive funding for the Fiscal year, April 1, 2014 to March 31, 2015, to carry out and develop an accessible, responsive, comprehensive system of services for the elderly of Ocean County; and,

WHEREAS, the County of Ocean wishes to apply for the 2014 State Health Insurance Program (SHIP).

NOW, THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the Freeholder Director and Clerk of the Board are hereby authorized and directed to execute the 2014 State Health Insurance Program to the N.J. Department of Human Services Division of Aging Services.

BE IT FURTHER RESOLVED, that the funding for FY 2014 State Health Insurance Program is \$26,500.00.

BE IT FURTHER RESOLVED, that the Freeholder Director and Clerk of the Board, are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be made available to the County Auditor, N. J. Department of Human Services, Division of Aging Services, Department of Finance and the Director of the Office of Senior Services.

RESOLUTION

March 19, 2014

WHEREAS, Ocean County completed a year-long, cooperative effort to study the transportation needs of the Work First New Jersey (WFNJ) clients in Ocean County; and

WHEREAS, the Ocean County Work First New Jersey (WFNJ) Transportation Plan has been the result of a concerted and collaborative effort among various levels of government, local community based organizations and the private sector to assess and better understand barriers to local welfare reform initiatives and to present reasonable solutions to the transportation need of WFNJ participants in Ocean County; and

WHEREAS, on August 5, 1998 the Board of Chosen Freeholders adopted the Ocean County Work First NJ Transportation Plan which presented specific recommendation for a variety of complimentary solutions to address the needs of WFNJ clients by providing new transit opportunities that support the mobility of WFNJ participants to access jobs and training sites throughout Ocean County; and

WHEREAS, the Federal Transit Administration (FTA) has awarded significant funding through the FTA Job Access and Reverse Commute Program to Ocean County during the first thirteen years the County instituted the Toms River Connection bus service along NJ Route 37 and NJ Transit has now requested a grant application for continued state funding for this project; and

WHEREAS, the Toms River Connection, now in its thirteenth year of operation has provided more than one million, five hundred thousand (1,500,000) passenger trips to local residents thereby filling an important transportation gap by allowing greater access to jobs, medical facilities, governmental services, transit facilities and retail sites; and

WHEREAS, the County seeks funding from the **State Fiscal Year 2015, NJ JARC Round 1 and State Fiscal Year 2016, NJ JARC Round 2** New Jersey's Job Access and Reverse Commute Fund Program for one priority transportation project to continue bus service consistent with the service recommendations of the County's approved transportation plan for:

State Fiscal Year 2015, NJ JARC Round 1 and State Fiscal Year 2016, NJ JARC Round 2

OC 10 Toms River Connection (NJ 37) – Continuation of bus service linking the coastal communities of Seaside Heights, Seaside Park, Ortley Beach and Lavallette Borough with Toms River Township, along the NJ Route 37 corridor; the funding total for each round to be \$600,000 (\$300,000 - 50% funding to be provided by NJ Job Access Program, and \$300,000 - 50% funding to be provided by the County of Ocean).

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Ocean, State of New Jersey as follows:

- 1.) The Freeholder Director and Clerk of the Board are hereby authorized and directed to execute the Ocean County Transportation grant applications to the North Jersey Transportation Planning Authority, and NJ TRANSIT. The designated Transportation Representative is authorized to provide such additional supporting documentation as may be required by NJ TRANSIT.
- 2.) The Freeholder Director and Clerk of the Board are hereby authorized and directed to execute all other related documents and reports as required under federal regulations.

BE IT FURTHER RESOLVED, that certified copies of this resolution shall be made available to the Department of Transportation Services, Finance Department and NJ TRANSIT Department of Community Transportation.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean received notification from the State of New Jersey Division of Local Government Services, of its eligibility to receive funding through the Community Development Block Grant Essential Services Grant; and

WHEREAS, the purpose of this grant is to provide funding for essential services due to the impact of Superstorm Sandy; and

WHEREAS, the requested funds will be used to provide for essential services in the 2014 Ocean County Budget.

NOW, THEREFORE, BE IT RESOLVED by the **OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN**, that the Freeholder Director and the Clerk of the Board are hereby authorized and directed to execute the above said grant application on behalf of the County of Ocean and accepts the terms and conditions specified in the application.

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Department of Finance, and the New Jersey Division of Local Government Services.

RESOLUTION

March 19, 2014

WHEREAS, funds are available through the Local History Program FY 2013-2014 GOS Grant, awarded by the State of New Jersey Department of State, New Jersey Historical Commission; and

WHEREAS, the Ocean County Cultural & Heritage Commission wishes to distribute these funds to the following local organizations for general operating support or special project support:

<u>RECIPIENT</u>	<u>AMOUNT</u>
LONG BEACH ISLAND HISTORICAL ASSOCIATION	\$ 2,730
MURRAY GROVE ASSOCIATION	\$ 945
STAFFORD HISTORICAL SOCIETY	\$ 4,400
VINTAGE AUTOMOBILE MUSEUM OF NEW JERSEY	\$ 4,425
WARETOWN HISTORICAL SOCIETY	\$ 2,955
TOTAL	\$ 15,455

WHEREAS, the grantor also stipulates that the grant funds must be allocated by the County of Ocean for local history program development; and

WHEREAS, the appropriation will be from the New Jersey Historical Commission FY 13/14 account, number 017-823-H065.

NOW THEREFORE, BE IT RESOLVED, by the **BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the Freeholder Director and the Clerk of the Board are authorized and directed to execute contract agreements with the recipient organizations as specified as above.

BE IT FURTHER RESOLVED, that the Freeholder Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be made available to the County Auditor, Ocean County Department of Finance, and the Ocean County Cultural & Heritage Commission.

RESOLUTION

March 19, 2014

WHEREAS, in order to ensure the safety of the residents of Ocean County, there is a need for a Prosecutor's Program for Traffic Safety; and

WHEREAS, there is a need to provide Officers for this Project; and

WHEREAS, Officers are available through the municipalities, within the County of Ocean.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. Participating Municipalities will enter into an Shared Services Agreement during the period of January 1, 2014 to December 31, 2014, outlining the Prosecutor's Program.
2. A copy of said Agreement will be kept on file within the Office of the County Clerk of the Board.
3. The Municipalities participating in the Program are listed on Annex A attached to this Resolution.
4. The Prosecutor's Program Officers will be assigned by the Municipalities based upon availability of Officers.
5. Each Prosecutor's Program Officer must maintain a current certification with the N.J. Police Training Commission, which will be verified by the Ocean County Prosecutor's Office.
6. The hourly rate paid to the officers is (\$60.00) sixty dollars.

BE IT FURTHER RESOLVED, that the Freeholder Director and Clerk of the Board are hereby authorized to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be made available to the Office of the Prosecutor, County Auditor Department of Finance, and the attached listing of participating Municipalities.

Annex A

Shared Services Agreements

Participating Municipalities:

Manchester Township

Mantoloking Township

RESOLUTION

March 19, 2014

WHEREAS, in order to ensure the safety of the residents of Ocean County, there is a need for a **Driving While Intoxicated Enforcement Program (D.W.I.E.P.)**; and

WHEREAS, there is a need to provide Officers for this Project; and

WHEREAS, Officers are available through the municipalities within the County of Ocean.

WHEREAS, funds for these services are available from October 1, 2013 to September 30, 2014 under the appropriation entitled **Driving While Intoxicated Enforcement Program (D.W.I.E.P.)**.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. Participating Municipalities will enter into a Shared Services Agreement outlining the Driving While Intoxicated Enforcement Program (D.W.I.E.P.).
2. A copy of said Agreement will be kept on file within the Office of the County Clerk of the Board.
3. The Municipalities participating in the Program are listed on Annex A attached to this Resolution.
4. The D.W.I. Officers will be assigned by the Municipalities based upon availability of Officers.
5. Each Driving While Intoxicated Enforcement Program (D.W.I.E.P.) Officer must maintain a current certification with the N.J. Police Training Commission, which will be verified by the Ocean County Prosecutor's Office.

6. The hourly rate paid to the officers is (\$55.00) fifty five dollars.

BE IT FURTHER RESOLVED, that the Freeholder Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be made available to the Office of the Prosecutor, County Auditor, Department of Finance, and the attached listing of participating Municipalities.

Annex A

Shared Service Agreements

Driving While Intoxicated Enforcement Program

Participating Municipalities:

Manchester Township

Mantoloking Borough

Point Pleasant Borough

Surf City Borough

Toms River Township

RESOLUTION

March 19, 2014

WHEREAS, in order to ensure the safety of the residents of Ocean County, there is a need for a **Drug Recognition Expert Callout Program** (hereinafter referred to as **D.R.E.C.P.**); and

WHEREAS, there is a need to provide Officers for this Project; and

WHEREAS, Officers are available through the municipalities within the County of Ocean; and

WHEREAS, funds for these services are available from October 1, 2013 to September 30, 2014 under the appropriation entitled **Drug Recognition Expert Callout Program (D.R.E.C.P.)**.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. Participating Municipalities will enter into a Shared Services Agreement outlining the **Drug Recognition Expert Callout Program (D.R.E.C.P.)**
2. A copy of said Agreement will be kept on file within the Office of the County Clerk of the Board.
3. The Municipalities participating in the Program are listed on Annex A attached to this Resolution.
4. The DRE certified Officers will be assigned by the Municipalities based upon availability of Officers.
5. Each DRE Officer must maintain a current certification with the National Highway Traffic Safety Administration (NHTSA) and International Association of Chief's of Police (IACP) approved DRE training, which will be verified by the Ocean County Prosecutor's Office.
6. The hourly rate paid to the officers is (\$55.00) fifty five dollars.

BE IT FURTHER RESOLVED, that the Freeholder Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be made available to the Office of the Prosecutor, County Auditor, Department of Finance, and the attached listing of participating Municipalities.

Annex A

Shared Service Agreements

Drug Recognition Expert Callout Program

Participating Municipalities:

Manchester Township

Point Pleasant Borough

Toms River Township

RESOLUTION

March 19, 2014

WHEREAS, the Ocean County Board of Chosen Freeholders wish to assist the Ocean County Board of Health in implementing its 2014 Solid Waste Control Program by providing \$60,0000 in funding from the 2013 Recycling Enhancement Act Tax Entitlement; and

WHEREAS, funds are available from the Recycling Enhancement Act Tax Entitlement No. 017-812-J027-7900; and

WHEREAS, this program provides for the inspection and monitoring of recycling compliance at facilities and establishments throughout the County in accordance with the provisions of the County Environmental Act, N.J.S.A. 26-3A2-21 et seq. and its implementing regulations; and

WHEREAS, the Ocean County Board of Chosen Freeholders wish to enter into an agreement with the Ocean County Board of Health reflecting obligations and responsibilities of the County and Board with respect to the tasks to be performed and the funding of said Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the Ocean County Board of Health in implementing its 2014 Solid Waste Control Program, a copy of which shall be kept on file and available for public inspection in the Office of the Clerk of the Board.
2. That the Freeholder Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.
3. A certified copy of this Resolution shall be made available to:
 - a. Ocean County Board of Health
 - b. Ocean County Department of Finance
 - c. Ocean County Director, Department of Solid Waste Management

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith: and

WHEREAS, the **Township of Eagleswood** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$10,500.00 to be disbursed as follows:

Road Department	\$10,000.00
Vehicle Services	\$500.00

WHEREAS, the **Township of Eagleswood** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Township of Eagleswood** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.
2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2014 to December 31, 2014.
3. Sufficient funds are available pending adoption of the 2014 County Budget and state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632 and Vehicle Services account #016-175-4635.
4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.
5. Certified copies of this Resolution shall be made available to Township of Eagleswood, the Department of Finance, County Auditor, Ocean County Road Department and Vehicle Services.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith: and

WHEREAS, the **Township of Jackson** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$16,000.00 to be disbursed as follows:

Road Department	\$16,000.00
------------------------	--------------------

WHEREAS, the **Township of Jackson** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Township of Jackson** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.
2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2014 to December 31, 2014.
3. Sufficient funds are available pending state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632.
4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.
5. Certified copies of this Resolution shall be made available to Township of Manchester, the Department of Finance, County Auditor, and Ocean County Road Department.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith: and

WHEREAS, the **Township of Lacey** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$20,000.00 to be disbursed as follows:

Road Department	\$20,000.00
------------------------	--------------------

WHEREAS, the **Township of Lacey** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Township of Lacey** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.
2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2014 to December 31, 2014.
3. Sufficient funds are available pending adoption of the 2014 County Budget and state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632.
4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.
5. Certified copies of this Resolution shall be made available to Township of Lacey, the Department of Finance, County Auditor, and Ocean County Road Department.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith: and

WHEREAS, the **Township of Lakewood** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$40,000.00 to be disbursed as follows:

Road Department	\$30,000.00
Engineering Department	\$10,000.00

WHEREAS, the **Township of Lakewood** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Township of Lakewood** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.
2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2014 to December 31, 2014.
3. Sufficient funds are available pending adoption of the 2014 County Budget and state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632 and Engineering account #016-185-4633.
4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.
5. Certified copies of this Resolution shall be made available to Township of Lakewood, the Department of Finance, County Auditor, and Ocean County Road Department and Ocean County Engineering Department.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith: and

WHEREAS, the **Township of Manchester** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$25,000.00 to be disbursed as follows:

Road Department	\$25,000.00
------------------------	--------------------

WHEREAS, the **Township of Manchester** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Township of Manchester** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.
2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2014 to December 31, 2014.
3. Sufficient funds are available pending adoption of the 2014 County Budget and state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" -Roads account #016-170-4632.
4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.
5. Certified copies of this Resolution shall be made available to Township of Manchester, the Department of Finance, County Auditor, and Ocean County Road Department.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith: and

WHEREAS, the **Township of Stafford** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$30,000.00 to be disbursed as follows:

Road Department	\$20,000.00
Engineering Department	\$10,000.00

WHEREAS, the **Township of Stafford** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Township of Stafford** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.
2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2014 to December 31, 2014.
3. Funds are available pending adoption of the 2014 County Budget and state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632 and Engineering account #016-185-4633.
4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.
5. Certified copies of this Resolution shall be made available to Township of Stafford, the Department of Finance, County Auditor, Ocean County Road Department, and Ocean County Engineering Department.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith: and

WHEREAS, the **Borough of Seaside Park** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$12,000.00 to be disbursed as follows:

Road Department	\$10,000.00
Vehicle Services	\$ 2,000.00

WHEREAS, the **Borough of Seaside Park** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Borough of Seaside Park** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.
2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2014 to December 31, 2014.
3. Sufficient funds are available pending adoption of the 2014 County Budget and state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632 and Vehicle Services account #016-175-4635.
4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.
5. Certified copies of this Resolution shall be made available to Borough of Seaside Park, the Department of Finance, County Auditor, Ocean County Vehicle Services and Ocean County Road Department.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith: and

WHEREAS, the **Ocean County Vocational Technical School** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$70,000.00 to be disbursed as follows:

Road Department	\$70,000.00
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WHEREAS, the **Ocean County Vocational Technical School** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Ocean County Vocational Technical School** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.
2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2014 to December 31, 2014.
3. Sufficient funds are available pending adoption of the 2014 County Budget and state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" -Roads account #016-170-4632
4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.
5. Certified copies of this Resolution shall be made available to Ocean County Vocational Technical School, the Department of Finance, County Auditor and Ocean County Road Department.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith: and

WHEREAS, the **Toms River Board of Education** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$40,000.00 to be disbursed as follows:

Road Department	\$35,000.00
Vehicle Services	\$5,000.00

WHEREAS, the **Toms River Board of Education** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Toms River Board of Education** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.

2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2014 to December 31, 2014.

3. Sufficient funds are available pending adoption of the 2014 County Budget and state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632 and Vehicle Services account #016-175-4635.

4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.

5. Certified copies of this Resolution shall be made available to Toms River Board of Education, the Department of Finance, County Auditor, Ocean County Road Department and Vehicle Services.

RESOLUTION

March 19, 2014

WHEREAS, The Ocean County Board of Chosen Freeholders recognizes the importance of the tourism industry to the economic health of Ocean County, and,

WHEREAS, the promotion of tourism and tourism events contribute to the success of the tourism industry, and

WHEREAS, the involvement of non-profit organizations, including but not limited to historical societies, Chambers of Commerce and special event support groups, in connection with tourism activities is critical to the success of such activities, and

WHEREAS, the contribution of funds in support of the tourism industry favorably impacts the business in the County, and

WHEREAS, the Ocean County Tourism Advisory Council solicited Proposals for grants from all municipalities in the County, and

WHEREAS, Ocean County desires to enter into an "Agreement" with each of the Grantees setting forth terms and conditions of the grants as specified, and

WHEREAS, the Ocean County Tourism Matching Grantees shall adhere to the terms and conditions of the grants as set forth in the 2014 Grant Application, and

WHEREAS, the Ocean County Tourism Matching Grantees shall sign, witness and return said "Agreement" and

**NOW, THEREFORE, BE IT RESOLVED by the BOARD OF
CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF
NEW JERSEY, that;**

1. A total of fifty-seven (57) Grants will be Awarded in the amount of \$62,866.
2. Funding for this purpose will be appropriated and encumbered in **Account No 016-053-4015-6900**, at which time the Director of Finance will notify the appropriate County Officials that said funds have become available.
3. Certified Copies of this Resolution shall be forwarded to the Director of Finance, County Auditor and the Director Tourism.

The Ocean County 2014 Tourism Promotional Matching

57 Grants are awarded as follows to promote:

Alliance for a Living Ocean	Alliance for a Living Ocean	\$1,000.00
Ancient Order of the Hibernians	Ship Bottom Irish Festival	\$ 800.00
Barnegat Bay Decoy/Tuckerton Seaport	2014 Chriskindlmarkt	\$1,750.00
Barnegat Bay Foundation	Barnegat Bay Festival	\$ 800.00
Barnegat Township	Barnegat Pirates Day	\$1,200.00
Bay Head Business Assoc.	2014 Publication Project	\$ 800.00
Beach Haven Borough	2014 Tourism Guide	\$ 800.00
Beach Haven Charter Fishing Assoc	BHCFA Tourism Project	\$1,750.00
Beach Haven Community Arts	Concerts on the Green	\$ 700.00
Beachwood Recreation Comm.	5K River Run & 1 Mile Fun Run	\$ 800.00
Berkeley Twp. Recreation Dept.	Community Pride Day	\$ 700.00
Borough of Pine Beach	Pine Beach 5K & Riverside Run	\$ 800.00
Borough of Ship Bottom	Celebration of Public Events	\$ 800.00
Eagleswood Township	Eagleswood Country Fair	\$ 500.00
Friends of Island Beach State Park	2014 Visitors Guide	\$1,500.00
Garden State Philharmonic	GSP Marketing Initiative	\$1,750.00
Harvey Cedars Activity Committee	2014 Summer Events	\$ 800.00
Jersey Shore Boy Scouts Council	Camporees & Events	\$1,000.00
John F. Peto Studio Museum	Promotion of Peto Museum	\$1,500.00
Joseph P. Hayes Theatre, Inc.	65th Anniversary Season	\$1,500.00
Lacey Township Municipal Alliance	Lacey 5K & One Mile Fun Run	\$ 800.00
Lakewood Lions Club	Renaissance Festival	\$1,750.00
LBI Foundation of Arts & Sciences	Paint Your Sole/Run-Color-Fun	\$ 800.00
Lighthouse International Film Fest	International Film Festival	\$1,500.00
Long Beach Island Historical Assoc.	Brochures & Advertising	\$ 800.00
Long Beach Township Beach Patrol	Lifeguard In Training	\$ 800.00
Navy Lakehurst Historical Society	2014 Tourism Promotion	\$1,500.00
NJ Maritime Museum	Tribute to Commercial Fishing	\$1,000.00
Ocean County Artists Guild	2014 Tourism Events	\$1,400.00
Ocean County Board of Agriculture	Ocean County Fair	\$1,500.00
Ocean County Chapter SPEBSQSA Inc	"This Is Why We Sing"	\$1,200.00
Ocean County College	Arts Marketing Project	\$1,400.00
Ocean County Library	Ocean County Library Film Fest	\$ 800.00
Ocean Professional Theatre Company	2014 Season Promotion	\$1,000.00
Ocean Running Club	Seaside Half Marathon	\$ 700.00
Our Gang Players	Summer Musical	\$ 750.00
Pine Shores Art Association	Art Education of the Community	\$ 800.00
Plumsted Twp Main Street Program	Community and Visitors Guide	\$ 800.00
Pt. Pleasant Beach Chamber of Comm.	Seafood Festival	\$1,500.00
Point Pleasant Elks	Annual Fluke Tournament	\$1,500.00
ReClam the Bay	Clam Trail Map	\$1,500.00
Rotary Club of Toms River	2014 SailFest	\$1,400.00
Seaside Heights B.I. D.	2014 Visitors Guide	\$1,500.00
Seaside Heights Tourist Dev. Comm.	Internet Marketing Campaign	\$1,750.00
Southern OC Chamber of Commerce	Annual ChowderFest	\$1,750.00
St. Francis Community Center	LBI Commemorative 18 Mile Run	\$1,250.00
St. Mary's Church	Nights of Summer Carnival	\$ 800.00
Stafford Township Recreation	Fall Harvest	\$1,000.00
Summer In The Park	Calendar of Events	\$1,000.00
Toms River Business Dev. Corp.	Downtown Toms River Rack Card	\$1,000.00
Toms River Fire Co. # 1	Toms River Halloween Parade	\$1,000.00
Toms River Seaport Society	Wooden Boat Festival	\$ 500.00
Township of Brick	2014 Brick SummerFest	\$1,500.00
Township of Ocean	Founders Day	\$1,000.00
US Coast Guard Auxiliary Flotilla 16-07	Boaters Guide	\$ 766.00
VFW Post 4715-Mens Auxiliary	VFW Family Flukin Frenzy	\$ 700.00
Vintage Auto Museum	Derby Race	\$ 900.00

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE COUNTY OF OCEAN AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, ALL PURSUANT TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM

WHEREAS, the County of Ocean, New Jersey has determined that there exists a need within the County to acquire, construct, renovate or install the Project (the "Project") as defined in each of that certain Loan Agreement (the "Trust Loan Agreement") to be entered into by and between the County and the New Jersey Environmental Infrastructure Trust (the "Trust") and that certain Loan Agreement (the "Fund Loan Agreement", and together with the Trust Loan Agreement, the "Loan Agreements") to be entered into by and between the County and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the New Jersey Environmental Infrastructure Trust Financing Program (the "Program");

WHEREAS, the County has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the Trust (the "Trust Loan") and the State (the "Fund Loan", and together with the Trust Loan, the "Loans") pursuant to the Trust Loan Agreement and the Fund Loan Agreement, respectively;

WHEREAS, to evidence the Loans, each of the Trust and the State require the County to authorize, execute, attest and deliver the County's General Improvement Bonds, Series 2014A, to the (the "Trust Loan Bond") and General Improvement Bonds, Series 2014B, to the State (the "Fund Loan Bond", and together with the Trust Loan Bond, the "County Bonds") in an aggregate principal amount not to exceed \$3,000,000 pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), other applicable law and the Loan Agreements; and

WHEREAS, the Trust and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the County Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into by and among the Trust, the State, the County and the escrow agent named therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the County as follows:

Section 1. The Trust Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the County by either the Freeholder Director or the Chief Financial Officer in substantially the forms attached hereto as Exhibits A (principal forgiveness), B (principal forgiveness) and C (principal forgiveness), respectively, and related Schedules A thereto, respectively, with such changes as the Freeholder Director or the Chief Financial Officer (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to the County (collectively, the "County Consultants") and after further consultation with the Trust, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants", and together with the County Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Clerk of the Board is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the County as determined hereunder and to affix the corporate seal of the County to such Financing Documents.

Section 2. The Authorized Officers of the County are hereby further severally authorized to (i) execute and deliver, and the Clerk of the Board is hereby further authorized to attest to such execution and to affix the corporate seal of the County to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Clerk of the Board, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 3. This resolution shall take effect immediately.

Section 4. Upon the adoption hereof, the Clerk of the Board shall forward certified copies of this resolution to GluckWalrath LLP, bond counsel to the County, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the Trust.

Exhibit A

[MASTER TRUST LOAN AGREEMENT - PRINCIPAL FORGIVENESS - MUNICIPAL/COUNTY FORM]

LOAN AGREEMENT

BY AND BETWEEN

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

AND

[NAME OF BORROWER]

DATED AS OF MAY 1, 2014

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NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into as of May 1, 2014, by and between the NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, a public body corporate and politic with corporate succession, and the Borrower (capitalized terms used in this Loan Agreement shall have, unless the context otherwise requires, the meanings ascribed thereto in Section 1.01 hereof);

WITNESSETH THAT:

WHEREAS, the Trust, in accordance with the Act, the Bond Resolution and a financial plan approved by the State Legislature in accordance with Sections 22 and 22.1 of the Act, will issue its Trust Bonds on or prior to the Loan Closing for the purpose of making the Loan to the Borrower and the Loans to the Borrowers from the proceeds of the Trust Bonds to finance a portion of the Costs of Environmental Infrastructure Facilities;

WHEREAS, the Borrower has, in accordance with the Act and the Regulations, made timely application to the Trust for a Loan to finance a portion of the Costs of the Project;

WHEREAS, the State Legislature, in accordance with Sections 20 and 20.1 of the Act, has in the form of an appropriations act approved a project priority list that includes the Project and that authorizes an expenditure of proceeds of the Trust Bonds to finance a portion of the Costs of the Project;

WHEREAS, the Trust has approved the Borrower's application for a Loan from available proceeds of the Trust Bonds to finance a portion of the Costs of the Project;

WHEREAS, in accordance with the applicable Bond Act (as defined in the Fund Loan Agreement), and the Regulations, the Borrower has previously received a Fund Loan for a portion of the Costs of the Project; and

WHEREAS, the Borrower, in accordance with the Act, the Regulations and the Borrower Enabling Act, will issue a Borrower Bond to the Trust evidencing said Loan at the Loan Closing.

NOW, THEREFORE, for and in consideration of the award of the Loan by the Trust, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

(a) The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

"Administrative Fee" means that portion of Interest on the Loan or Interest on the Borrower Bond payable hereunder as an annual fee of up to four-tenths of one percent (.40%) of the initial principal amount of the Loan or such lesser amount, if any, as may be authorized by any act of the State Legislature and as the Trust may approve from time to time.

"Authorized Officer" means, in the case of the Borrower, any person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to the Loan, the Borrower Bond or this Loan Agreement.

"Bond Counsel" means a law firm appointed or approved by the Trust, as the case may be, having a reputation in the field of municipal law whose opinions are generally acceptable by purchasers of municipal bonds.

"Borrower" means the New Jersey county or municipality that is a party to this Loan Agreement, and its successors and assigns, as further described in Schedule A attached hereto.

"Borrower Bond" means the Borrower Bond issued pursuant to the Borrower Enabling Act, authorized, executed, attested and delivered by the Borrower to the Trust to evidence the Borrower's obligations to pay the Loan Repayments and all other amounts due and owing by the Borrower under this Loan Agreement, a specimen of which is attached hereto as Exhibit D and made a part hereof, pursuant to which the power and obligation of the Borrower to make such payments shall be unlimited and for the payment of which the Borrower shall, if necessary, levy *ad valorem* taxes upon all the taxable property within the jurisdiction of the Borrower without limitation as to rate or amount.

"Borrowers" means any other Local Government Unit or Private Entity (as such terms are defined in the Regulations) authorized to construct, operate and maintain Environmental Infrastructure Facilities that have entered into Loan Agreements with the Trust pursuant to which the Trust will make Loans to such recipients from moneys on deposit in the Project Fund, excluding the Project Loan Account.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Costs” means those costs that are eligible, reasonable, necessary, allocable to the Project and permitted by generally accepted accounting principles, including Allowances and Building Costs (as defined in the Regulations), as shall be determined on a project-specific basis in accordance with the Regulations as set forth in Exhibit B hereto, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an authorized officer of the Trust.

“Debt Service Reserve Fund” means the Debt Service Reserve Fund, if any, as defined in the Bond Resolution.

“Department” means the New Jersey Department of Environmental Protection

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Borrower, including the Project, described in Exhibit A-1 attached hereto and made a part hereof for which the Borrower is borrowing the Loan under this Loan Agreement.

“Event of Default” means any occurrence or event specified in Section 5.01 hereof.

“Excess Project Funds” shall have the meaning set forth in Section 3.03A hereof.

“Fund Loan” means the loan previously made to the Borrower by the State, acting by and through the Department, pursuant to the Fund Loan Agreement.

“Interest on the Loan” or **“Interest on the Borrower Bond”** means the sum of (i) the Interest Portion, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

“Interest Portion” means that portion of Interest on the Loan or Interest on the Borrower Bond payable hereunder that is necessary to pay the Borrower’s proportionate share of interest on the Trust Bonds (i) as set forth in Exhibit A-2 hereof under the column heading entitled “Interest”, or (ii) with respect to any prepayment of Trust Bond Loan Repayments in accordance with Section 3.07 or 5.03 hereof, to accrue on any principal amount of Trust Bond Loan Repayments to the date of the optional redemption or acceleration, as the case may be, of the Trust Bonds allocable to such prepaid or accelerated Trust Bond Loan Repayment.

“Loan” means the loan made by the Trust to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement, as further described in Schedule A attached hereto.

“Loan Agreement” means this Loan Agreement, including Schedule A and the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof and of the Bond Resolution.

“Loan Agreements” means any other loan agreements entered into by and between the Trust and one or more of the Borrowers pursuant to which the Trust will make Loans to such

Borrowers from moneys on deposit in the Project Fund, excluding the Project Loan Account, financed with the proceeds of the Trust Bonds.

“Loan Closing” means the date upon which the Trust shall issue and deliver the Trust Bonds and the Borrower shall deliver its Borrower Bond, as previously authorized, executed and attested, to the Trust.

“Loan Repayments” means the sum of (i) Trust Bond Loan Repayments, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

“Loan Term” means the term of this Loan Agreement provided in Sections 3.01 and 3.03 hereof and in Exhibit A-2 attached hereto and made a part hereof.

“Loans” means the loans made by the Trust to the Borrowers under the Loan Agreements from moneys on deposit in the Project Fund, excluding the Project Loan Account.

“Master Program Trust Agreement” means that certain Master Program Trust Agreement, dated as of November 1, 1995, by and among the Trust, the State, United States Trust Company of New York, as Master Program Trustee thereunder, The Bank of New York (NJ), in several capacities thereunder, and First Fidelity Bank, N.A. (predecessor to Wachovia Bank, National Association), in several capacities thereunder, as supplemented by that certain Agreement of Resignation of Outgoing Master Program Trustee, Appointment of Successor Master Program Trustee and Acceptance Agreement, dated as of November 1, 2001, by and among United States Trust Company of New York, as Outgoing Master Program Trustee, State Street Bank and Trust Company, N.A. (predecessor to U.S. Bank Trust National Association), as Successor Master Program Trustee, and the Trust, as the same may be amended and supplemented from time to time in accordance with its terms.

“Official Statement” means the Official Statement relating to the issuance of the Trust Bonds.

“Preliminary Official Statement” means the Preliminary Official Statement relating to the issuance of the Trust Bonds.

“Prime Rate” means the prevailing commercial interest rate announced by the Trustee from time to time in the State as its prime lending rate.

“Project” means the Environmental Infrastructure Facilities of the Borrower described in Exhibit A-1 attached hereto and made a part hereof, which constitutes a project for which the Trust is permitted to make a loan to the Borrower pursuant to the Act, the Regulations and the Bond Resolution, all or a portion of the Costs of which is financed or refinanced by the Trust through the making of the Loan under this Loan Agreement and which may be identified under either the Drinking Water or Clean Water Project Lists with the Project Number specified in Exhibit A-1 attached hereto.

“Project Fund” means the Project Fund as defined in the Bond Resolution.

“Project Loan Account” means the project loan account established on behalf of the Borrower in the Project Fund in accordance with the Bond Resolution to finance all or a portion of the Costs of the Project.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated under N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey.

“Trust” means the New Jersey Environmental Infrastructure Trust, a public body corporate and politic with corporate succession duly created and validly existing under and by virtue of the Act.

“Trust Bond Loan Repayments” means the repayments of the principal amount of the Loan plus the payment of any premium associated with prepaying the principal amount of the Loan in accordance with Section 3.07 hereof plus the Interest Portion.

“Trust Bonds” means bonds authorized by Section 2.03 of the Bond Resolution, together with any refunding bonds authenticated and delivered pursuant to Section 2.04 of the Bond Resolution, in each case issued in order to finance (i) the portion of the Loan deposited in the Project Loan Account, (ii) the portion of the Loans deposited in the balance of the Project Fund, (iii) any capitalized interest related to such bonds, (iv) a portion of the costs of issuance related to such bonds, and (v) that portion of the Debt Service Reserve Fund (to the extent the Trust establishes a Debt Service Reserve Fund pursuant to the Bond Resolution), if any, allocable to the Loan or Loans, as the case may be, a portion of which includes the funding of reserve capacity, if applicable, for the Environmental Infrastructure Facilities of the Borrower or Borrowers, as the case may be, or to refinance any or all of the above.

“Trustee” means, initially, U.S. Bank National Association, the Trustee appointed by the Trust and its successors as Trustee under the Bond Resolution, as provided in Article X of the Bond Resolution.

(b) In addition to the capitalized terms defined in subsection (a) of this Section 1.01, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in Schedule A attached hereto and made a part hereof.

(c) Except as otherwise defined herein or where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

SECTION 2.01. Representations of Borrower. The Borrower represents for the benefit of the Trust, the Trustee and the holders of the Trust Bonds as follows:

(a) Organization and Authority.

(i) The Borrower is an Entity duly created and validly existing under and pursuant to the Constitution and statutes of the State.

(ii) The acting officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in this Loan Agreement either are or, at the time any such action was performed, were the duly appointed or elected officials of such Borrower empowered by applicable State law and, if applicable, authorized by ordinance or resolution of the Borrower to perform such actions. To the extent any such action was performed by an official no longer the duly acting official of such Borrower, all such actions previously taken by such official are still in full force and effect.

(iii) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Environmental Infrastructure System, to carry on its activities relating thereto, to execute, attest and deliver this Loan Agreement and the Borrower Bond, to sell the Borrower Bond to the Trust, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Loan Agreement.

(iv) The proceedings of the Borrower's governing body approving this Loan Agreement and the Borrower Bond, authorizing the execution, attestation and delivery of this Loan Agreement and the Borrower Bond, authorizing the sale of the Borrower Bond to the Trust and authorizing the Borrower to undertake and complete the Project, including, without limitation, the "Proceedings", were duly published in accordance with applicable State law, and have been duly and lawfully adopted in accordance with the Borrower Enabling Act and other applicable State law at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable State law and at which quorums were present and acting throughout.

(v) By official action of the Borrower taken prior to or concurrent with the execution and delivery hereof, including, without limitation, the Proceedings, the Borrower has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the execution, attestation, delivery and performance of this Loan Agreement and the transactions contemplated hereby; (B) the issuance of the Borrower Bond and the sale thereof to the Trust upon the terms set forth herein; (C) the approval of the inclusion, if such inclusion is deemed necessary in the sole discretion of the Trust, in the Preliminary Official Statement and the Official Statement of all statements and information relating to the Borrower set forth in "APPENDIX B" thereto

(the "Borrower Appendices") and any amendment thereof or supplement thereto; and (D) the execution, delivery and due performance of any and all other certificates, agreements and instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement, including, without limitation, the designation of the Borrower Appendices portion of the Preliminary Official Statement, if any, as "deemed final" for the purposes and within the meaning of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission ("SEC") promulgated under the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto.

(vi) This Loan Agreement and the Borrower Bond have each been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower, and the Borrower Bond has been duly sold by the Borrower to the Trust and duly issued by the Borrower; and assuming that the Trust has all the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, this Loan Agreement, and assuming further that this Loan Agreement is the legal, valid and binding obligation of the Trust, enforceable against the Trust in accordance with its terms, each of this Loan Agreement and the Borrower Bond constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights; and the information contained under "Description of Loan" in Exhibit A-2 attached hereto and made a part hereof is true and accurate in all respects.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Trust in writing on the Borrower's application for the Loan or otherwise that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or the ability of the Borrower to make all Loan Repayments and any other payments required under this Loan Agreement or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect (i) the undertaking or completion of the Project, (ii) the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, (iii) the ability of the Borrower to make all Loan Repayments or any other payments required under this Loan Agreement, (iv) the authorization, execution, attestation or delivery of this Loan Agreement or the Borrower Bond, (v) the issuance of the Borrower Bond and the sale thereof to the Trust, or (vi) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond, which proceedings have not been previously disclosed in writing to the Trust either in the Borrower's application for the Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. (i) The authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond by the Borrower and the sale of the Borrower Bond to the Trust, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder and thereunder, (iii) the consummation of the transactions provided for in this Loan Agreement and the Borrower Bond, and (iv) the undertaking and completion of the Project will not (A) other than the lien, charge or encumbrance created hereby, by the Borrower Bond and by any other outstanding debt obligations of the Borrower that are at parity with the Borrower Bond as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the sale of the Borrower Bond to the Trust or the receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, its Environmental Infrastructure System or its properties may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System or the ability of the Borrower to make all Loan Repayments, to pay all other amounts due hereunder or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, for the sale of the Borrower Bond to the Trust for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond and for the undertaking or completion of the Project and the financing or refinancing thereof, including, but not limited to, the approval by the Local Finance Board in the Division of Local Government Services in the New Jersey Department of Community Affairs (the "Local Finance Board") of the issuance by the Borrower of the Borrower Bond to the Trust, as required by Section 9a of the Act, and any other approvals required therefor by the Local Finance Board; and the Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond or with the undertaking or

completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the sale of the Borrower Bond to the Trust, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law. The Borrower:

(i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its properties or for the conduct of its activities that, if not obtained, would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Trust as described in Exhibit B attached hereto and made a part hereof (i) to finance or refinance a portion of the Costs of the Borrower's Project; and (ii) where applicable, to reimburse the Borrower for a portion of the Costs of the Borrower's Project, which portion was paid or incurred in anticipation of reimbursement by the Trust and is eligible for such reimbursement under and pursuant to the Regulations, the Code and any other applicable law. All of such costs constitute Costs for which the Trust is authorized to make Loans to the Borrower pursuant to the Act and the Regulations.

(i) Official Statement. The descriptions and information set forth in the Borrower Appendices, if any, contained in the Official Statement relating to the Borrower, its operations and the transactions contemplated hereby, as of the date of the Official Statement, were and, as of the date of delivery hereof, are true and correct in all material respects, and did not and do not contain any untrue statement of a material fact or omit to state a material fact that is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(j) Preliminary Official Statement. As of the date of the Preliminary Official Statement, the descriptions and information set forth in the Borrower Appendices, if any, contained in the Preliminary Official Statement relating to the Borrower, its operations and the transactions contemplated hereby (i) were "deemed final" by the Borrower for the purposes and within the meaning of Rule 15c2-12 and (ii) were true and correct in all material respects, and did not contain any untrue statement of a material fact or omit to state a material fact necessary

to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

SECTION 2.02. Particular Covenants of Borrower.

(a) Full Faith and Credit Pledge. The Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal and redemption premium, if any, of the Borrower Bond, the Interest on the Borrower Bond and all other amounts due under the Borrower Bond, which Borrower Bond shall secure the Loan Repayments and all other amounts due under this Loan Agreement according to its terms. The Borrower acknowledges that to assure the continued operation and solvency of the Trust and to further secure the Trust Bonds, the Trust may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the Trust in full any Loan Repayments, an amount sufficient to satisfy such deficiency shall be paid by the New Jersey State Treasurer to the Trust from State-aid otherwise payable to the Borrower.

(b) Performance Under Loan Agreement; Rates. The Borrower covenants and agrees (i) to comply with all applicable state and federal laws, rules and regulations in the performance of this Loan Agreement; (ii) to cooperate with the Trust in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the Trust under this Loan Agreement; and (iii) to establish, levy and collect rents, rates and other charges for the products and services provided by its Environmental Infrastructure System, which rents, rates and other charges, together with any other moneys available for the purpose, shall be at least sufficient to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond ordinance, resolution, trust indenture or other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued or to be issued by the Borrower, including without limitation rents, rates and other charges, together with other available moneys, sufficient to pay the principal of and Interest on the Borrower Bond, plus all other amounts due hereunder.

(c) Completion of Project and Provision of Moneys Therefor. The Borrower covenants and agrees (i) to exercise its best efforts in accordance with prudent environmental infrastructure utility practice to complete the Project and to accomplish such completion on or before the estimated Project completion date set forth in Exhibit G hereto and made a part hereof; (ii) to comply with the terms and provisions contained in Exhibit G hereto; and (iii) to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives under the Loan and Fund Loan, required to complete the Project.

(d) Disposition of Environmental Infrastructure System. The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System except on ninety (90) days' prior written notice to the Trust, and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Borrower shall, in accordance with Section 4.02 hereof, assign this Loan Agreement and the Borrower Bond and its rights and interests hereunder and thereunder to the purchaser or lessee of the Environmental Infrastructure System, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement and

the Borrower Bond; and (ii) the Trust shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not materially adversely affect (A) the Trust's ability to meet its duties, covenants, obligations and agreements under the Bond Resolution, (B) the value of this Loan Agreement or the Borrower Bond as security for the payment of Trust Bonds and the interest thereon, or (C) the excludability from gross income for federal income tax purposes of the interest on Trust Bonds then outstanding or that could be issued in the future.

(e) Exclusion of Interest from Federal Gross Income and Compliance with Code.

(i) The Borrower covenants and agrees that it shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Trust Bonds now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code.

(ii) The Borrower shall not take any action or omit to take any action that would cause its Borrower Bond or the Trust Bonds (assuming solely for this purpose that the proceeds of the Trust Bonds loaned to the Borrower represent all of the proceeds of the Trust Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Borrower receives the prior written approval of the Trust, the Borrower shall not (A) permit any of the proceeds of the Trust Bonds loaned to the Borrower or the Project financed or refinanced with the proceeds of the Trust Bonds loaned to the Borrower to be used (directly or indirectly) in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, (B) use (directly or indirectly) any of the proceeds of the Trust Bonds loaned to the Borrower to make or finance loans to persons other than "governmental units" (as such term is used in Section 141(c) of the Code), or (C) use (directly or indirectly) any of the proceeds of the Trust Bonds loaned to the Borrower to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code.

(iii) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the Trust Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action that would cause the Trust Bonds (assuming solely for this purpose that the proceeds of the Trust Bonds loaned to the Borrower represent all of the proceeds of the Trust Bonds) to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(iv) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the Trust Bonds to pay the principal of or the interest or redemption premium on or any other amount in connection with the retirement or redemption of any issue of state or local governmental obligations ("refinancing of indebtedness"), unless the Borrower shall (A) establish to the satisfaction of the Trust, prior to the issuance of the Trust Bonds, that such refinancing of indebtedness will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Trust Bonds, and (B) provide to the Trust an opinion of Bond Counsel to that effect in form and substance satisfactory to the Trust.

(v) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the Trust Bonds to reimburse the Borrower for an expenditure with respect to Costs of the Borrower's Project paid by the Borrower prior to the issuance of the Trust Bonds, unless (A) the allocation by the Borrower of the proceeds of the Trust Bonds to reimburse such expenditure complies with the requirements of Treasury Regulations §1.150-2 necessary to enable the reimbursement allocation to be treated as an expenditure of the proceeds of the Trust Bonds for purposes of applying Sections 103 and 141-150, inclusive, of the Code, or (B) such proceeds of the Trust Bonds will be used for refinancing of indebtedness that was used to pay Costs of the Borrower's Project or to reimburse the Borrower for expenditures with respect to Costs of the Borrower's Project paid by the Borrower prior to the issuance of such indebtedness in accordance with a reimbursement allocation for such expenditures that complies with the requirements of Treasury Regulations §1.150-2.

(vi) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the Trust Bonds to pay any costs which are not Costs of the Borrower's Project that constitute (A) a "capital expenditure," within the meaning of Treasury Regulations §1.150-1, or (B) interest on the Trust Bonds accruing during a period commencing on the date of issuance of the Trust Bonds and ending on the date that is the later of (I) three years from the date of issuance of the Trust Bonds or (II) one year after the completion date with respect to the Project, as set forth in Exhibit G hereto.

(vii) The Borrower shall not use the proceeds of the Trust Bonds (assuming solely for this purpose that the proceeds of the Trust Bonds loaned to the Borrower represent all of the proceeds of the Trust Bonds) in any manner that would cause the Trust Bonds to be considered "federally guaranteed" within the meaning of Section 149(b) of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(viii) The Borrower shall not issue any debt obligations that (A) are sold at substantially the same time as the Trust Bonds and finance or refinance the Loan made to the Borrower, (B) are sold pursuant to the same plan of financing as the Trust Bonds and finance or refinance the Loan made to the Borrower, and (C) are reasonably expected to be paid out of substantially the same source of funds as the Trust Bonds and finance or refinance the Loan made to the Borrower.

(ix) Neither the Borrower nor any "related party" (within the meaning of Treasury Regulations §1.150-1) shall purchase Trust Bonds in an amount related to the amount of the Loan.

(x) The Borrower will not issue or permit to be issued obligations that will constitute an "advance refunding" of the Borrower Bond within the meaning of Section 149(d)(5) of the Code without the express written consent of the Trust, which consent may only be delivered by the Trust after the Trust has received notice from the Borrower of such contemplated action no later than sixty (60) days prior to any such contemplated action, and which consent is in the sole discretion of the Trust.

(xi) The Borrower will not invest amounts held in any reserve or replacement fund of the Borrower (within the meaning of Section 148(d)(1) of the Code) that are allocable to the Borrower Bond evidencing the Loan at a yield in excess of the yield on the Trust Bonds, all in accordance with the instructions of the Trust, except for any period such amounts constitute proceeds of indebtedness of the Borrower the interest on which is excluded from gross income for purposes of federal income taxation and such amounts have not been reallocated to the Trust Bonds as "gross proceeds" of the Trust Bonds (in accordance with Treasury Regulations §1.148-6(b) or successor Treasury Regulations applicable to the Trust Bonds).

(xii) No "gross proceeds" of the Trust Bonds held by the Borrower (other than amounts in a "bona fide debt service fund") will be held in a "commingled fund" (as such terms are defined in Treasury Regulations §1.148-1(b)).

(xiii) Based upon all of the objective facts and circumstances in existence on the date of issuance of the Trust Bonds used to finance the Project, (A) within six months of the date of issuance of the Trust Bonds used to finance the Project, the Borrower will incur a substantial binding obligation to a third party to expend on the Project at least five percent (5%) of the "net sale proceeds" (within the meaning of Treasury Regulations §1.148-1) of the Loan used to finance the Project (treating an obligation as not being binding if it is subject to contingencies within the control of the Borrower, the Trust or a "related party" (within the meaning of Treasury Regulations §1.150-1)), (B) completion of the Project and the allocation to expenditures of the "net sale proceeds" of the Loan used to finance the Project will proceed with due diligence, and (C) all of the proceeds of the Loan used to finance the Project (other than amounts deposited into the Debt Service Reserve Fund (to the extent the Trust establishes a Debt Service Reserve Fund pursuant to the Bond Resolution) allocable to that portion of the Loan used to finance reserve capacity, if any) and investment earnings thereon will be spent prior to the period ending three (3) years subsequent to the date of issuance of the Trust Bonds used to finance the Project. Accordingly, the proceeds of the Loan deposited in the Project Loan Account used to finance the Project will be eligible for the 3-year arbitrage temporary period since the expenditure test, time test and due diligence test, as set forth in Treasury Regulations §1.148-2(e)(2), will be satisfied.

(xiv) The weighted average maturity of the Loan does not exceed 120% of the average reasonably expected economic life of the Project financed or refinanced with the Loan, determined in the same manner as under Section 147(b) of the Code. Accordingly, the term of the Loan will not be longer than is reasonably necessary for the governmental purposes of the Loan within the meaning of Treasury Regulations §1.148-1(c)(4).

(xv) The Borrower shall only enter into service contracts (including management contracts), with respect to any portion of the Project financed by the Trust Bonds, with a "governmental unit" (within the meaning of Section 141 of the Code) or only when such contracts comply with Rev. Proc. 97-13, 1997-1 C.B. 632, or successor provisions applicable to the Trust Bonds; *provided*, that the Borrower delivers an opinion of Bond Counsel, in form and substance satisfactory to the Trust, to the effect that the

entering into of such contracts by the Borrower will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Trust Bonds.

(xvi) The Borrower shall, within 30 days of date the Borrower concludes that no additional proceeds of the Loan will be required to pay costs of the Project, provide to the Trust a certificate of the Borrower evidencing such conclusion.

For purposes of this subsection and subsection (g) of this Section 2.02, quoted terms shall have the meanings given thereto by Section 148 of the Code, including, particularly, Treasury Regulations §§1.148-1 through 1.148-11, inclusive, as supplemented or amended, to the extent applicable to the Trust Bonds, and any successor Treasury Regulations applicable to the Trust Bonds.

(f) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with prudent environmental infrastructure utility practice, (i) at all times operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner, (ii) maintain its Environmental Infrastructure System in good repair, working order and operating condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its Environmental Infrastructure System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

(g) Records and Accounts.

(i) The Borrower shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records") separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be audited annually by an independent registered municipal accountant or certified public accountant, which may be part of the annual audit of the General Records of the Borrower. Such System Records and General Records shall be made available for inspection by the Trust at any reasonable time upon prior written notice, and a copy of such annual audit(s) therefor, including all written comments and recommendations of such accountant, shall be furnished to the Trust within 150 days of the close of the fiscal year being so audited or, with the consent of the Trust, such additional period as may be provided by law.

(ii) Within 30 days following receipt of any Loan proceeds, including without limitation the "Allowance for Administrative Costs" or the "Allowance for Planning and Design" set forth in Exhibit B hereto, the Borrower shall allocate such proceeds to an expenditures in a manner that satisfies the requirements of Treasury Regulation §1.148-6(d) and transmit a copy of each such allocation to the Trust. No portion of the Allowance for Administrative Costs will be allocated to a cost other than a cost described in N.J.A.C. 7:22-5.11(a) 3, 4, 5 or 6. No portion of the Allowance for Planning and Design will be allocated to a cost other than a cost described N.J.A.C. 7:22-5.12, or other costs of the Borrower's Environmental Infrastructure System which are "capital expenditures," within the meaning of Treasury Regulations §1.150-1. The Borrower

shall retain records of such allocations for at least until the date that is three years after the scheduled maturity date of the Trust Bonds. The Borrower shall make such records available to the Trust within 15 days of any request by the Trust.

(iii) Unless otherwise advised in writing by the Trust, in furtherance of the covenant of the Borrower contained in subsection (f) of this Section 2.02 not to cause the Trust Bonds to be arbitrage bonds, the Borrower shall keep, or cause to be kept, accurate records of each investment it makes in any "nonpurpose investment" acquired with, or otherwise allocated to, "gross proceeds" of the Trust Bonds not held by the Trustee and each "expenditure" it makes allocated to "gross proceeds" of the Trust Bonds. Such records shall include the purchase price, including any constructive "payments" (or in the case of a "payment" constituting a deemed acquisition of a "nonpurpose investment" (e.g., a "nonpurpose investment" first allocated to "gross proceeds" of the Trust Bonds after it is actually acquired because it is deposited in a sinking fund for the Trust Bonds)), the "fair market value" of the "nonpurpose investment" on the date first allocated to the "gross proceeds" of the Trust Bonds, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively received on disposition (or in the case of a "receipt" constituting a deemed disposition of a "nonpurpose investment" (e.g., a "nonpurpose investment" that ceases to be allocated to the "gross proceeds" of the Trust Bonds because it is removed from a sinking fund for the Trust Bonds)), the "fair market value" of the "nonpurpose investment" on the date it ceases to be allocated to the "gross proceeds" of the Trust Bonds, the purchase date and disposition date of the "nonpurpose investment" and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date) for each such "nonpurpose investment". The purchase date, disposition date and the date of determination of "fair market value" shall be the date on which a contract to purchase or sell the "nonpurpose investment" becomes binding, i.e., the trade date rather than the settlement date. For purposes of the calculation of purchase price and disposition price, brokerage or selling commissions, administrative expenses or similar expenses shall not increase the purchase price of an item and shall not reduce the amount actually or constructively received upon disposition of an item, except to the extent such costs constitute "qualified administrative costs".

(iv) Within thirty (30) days of the last day of the fifth and each succeeding fifth "bond year" (which, unless otherwise advised by the Trust, shall be the five-year period ending on the date five years subsequent to the date immediately preceding the date of issuance of the Trust Bonds and each succeeding fifth "bond year") and within thirty (30) days of the date the last bond that is part of the Trust Bonds is discharged (or on any other periodic basis requested in writing by the Trust), the Borrower shall (A) calculate, or cause to be calculated, the "rebate amount" as of the "computation date" or "final computation date" attributable to any "nonpurpose investment" made by the Borrower and (B) remit the following to the Trust: (1) an amount of money that when added to the "future value" as of the "computation date" of any previous payments made to the Trust on account of rebate equals the "rebate amount", (2) the calculations supporting the "rebate amount" attributable to any "nonpurpose investment" made by the Borrower allocated to "gross proceeds" of the Trust Bonds, and (3) any other information

requested by the Trust relating to compliance with Section 148 of the Code (e.g., information related to any "nonpurpose investment" of the Borrower for purposes of application of the "universal cap").

(v) The Borrower covenants and agrees that it will account for "gross proceeds" of the Trust Bonds, investments allocable to the Trust Bonds and expenditures of "gross proceeds" of the Trust Bonds in accordance with Treasury Regulations §1.148-6. All allocations of "gross proceeds" of the Trust Bonds to expenditures will be recorded on the books of the Borrower kept in connection with the Trust Bonds no later than 18 months after the later of the date the particular Costs of the Borrower's Project is paid or the date the portion of the project financed by the Trust Bonds is placed in service. All allocations of proceeds of the Trust Bonds to expenditures will be made no later than the date that is 60 days after the fifth anniversary of the date the Trust Bonds are issued or the date 60 days after the retirement of the Trust Bonds, if earlier. Such records and accounts will include the particular Costs paid, the date of the payment and the party to whom the payment was made.

(vi) From time to time as directed by the Trust, the Borrower shall provide to the Trust a written report demonstrating compliance by the Borrower with the provisions of Section 2.02(e) of this Loan Agreement, each such written report to be submitted by the Borrower to the Trust in the form of a full and complete written response to a questionnaire provided by the Trust to the Borrower. Each such questionnaire shall be provided by the Trust to the Borrower not less than fourteen (14) days prior to the date established by the Trust for receipt from the Borrower of the full and complete written response to the questionnaire.

(h) Inspections; Information. The Borrower shall permit the Trust and the Trustee and any party designated by any of such parties, at any and all reasonable times during construction of the Project and thereafter upon prior written notice, to examine, visit and inspect the property, if any, constituting the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Trust and the Trustee may reasonably require in connection therewith.

(i) Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining Environmental Infrastructure Facilities of the nature of the Borrower's Environmental Infrastructure System, including liability coverage, all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements.

(j) Costs of Project. The Borrower certifies that the building cost of the Project, as listed in Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation thereof, and it will supply to the Trust a certificate from a licensed professional engineer authorized to

practice in the State stating that such building cost is a reasonable and accurate estimation and that the useful life of the Project exceeds the maturity date of the Borrower Bond.

(k) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized, executed and attested) at the Loan Closing, the Borrower will cause to be delivered to the Trust and the Trustee each of the following items:

(i) an opinion of the Borrower's bond counsel substantially in the form of Exhibit E hereto; provided, however, that the Trust may permit portions of such opinion to be rendered by general counsel to the Borrower and may permit variances in such opinion from the form set forth in Exhibit E if, in the opinion of the Trust, such variances are not to the material detriment of the interests of the holders of the Trust Bonds;

(ii) counterparts of this Loan Agreement as previously executed and attested by the parties hereto;

(iii) copies of those ordinances and/or resolutions finally adopted by the governing body of the Borrower and requested by the Trust, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of this Loan Agreement, (B) the ordinances and resolutions of the Borrower authorizing the execution, attestation, sale and delivery of the Borrower Bond to the Trust, (C) the resolution of the Borrower, if any, confirming the details of the sale of the Borrower Bond to the Trust, (D) the resolution of the Borrower, if any, declaring its official intent to reimburse expenditures for the Costs of the Project from the proceeds of the Trust Bonds, each of said ordinances and resolutions of the Borrower being certified by an Authorized Officer of the Borrower as of the date of the Loan Closing, (E) the resolution of the Local Finance Board approving the issuance by the Borrower of the Borrower Bond to the Trust and setting forth any other approvals required therefor by the Local Finance Board, and (F) any other Proceedings;

(iv) if the Loan is being made to reimburse the Borrower for all or a portion of the Costs of the Borrower's Project or to refinance indebtedness or reimburse the Borrower for the repayment of indebtedness previously incurred by the Borrower to finance all or a portion of the Costs of the Borrower's Project, an opinion of Bond Counsel, in form and substance satisfactory to the Trust, to the effect that such reimbursement or refinancing will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Trust Bonds; and

(v) the certificates of insurance coverage as required pursuant to the terms of Section 3.06(d) hereof and such other certificates, documents, opinions and information as the Trust may require in Exhibit F hereto, if any.

(l) Execution and Delivery of Borrower Bond. Concurrently with the delivery of this Loan Agreement at the Loan Closing, the Borrower shall also deliver to the Trust the Borrower Bond, as previously executed and attested, upon the receipt of a written certification of the Trust that a portion of the net proceeds of the Trust Bonds shall be deposited in the Project Loan Account simultaneously with the delivery of the Borrower Bond.

(m) Notice of Material Adverse Change. The Borrower shall promptly notify the Trust of any material adverse change in the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or in the ability of the Borrower to make all Loan Repayments and otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(n) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(o) Additional Covenants and Requirements. (i) No later than the Loan Closing and, if necessary, in connection with the Trust's issuance of the Trust Bonds or the making of the Loan, additional covenants and requirements have been included in Exhibit F hereto and made a part hereof. Such covenants and requirements may include, but need not be limited to, the maintenance of specified levels of Environmental Infrastructure System rates, the issuance of additional debt of the Borrower, the use by or on behalf of the Borrower of certain proceeds of the Trust Bonds as such use relates to the exclusion from gross income for federal income tax purposes of the interest on any Trust Bonds, the transfer of revenues and receipts from the Borrower's Environmental Infrastructure System, compliance with Rule 15c2-12, Rule 10b-5 and any other applicable federal or state securities laws, and matters in connection with the appointment of the Trustee under the Bond Resolution and any successors thereto. The Borrower hereby agrees to observe and comply with each such additional covenant and requirement, if any, included in Exhibit F hereto as if the same were set forth herein in its entirety. (ii) Additional defined terms, covenants, representations and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenants, representations and requirements are incorporated in this Loan Agreement by reference thereto as if set forth in full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant, representation and requirement included in Schedule A as if the same were set forth in its entirety where reference thereto is made in this Loan Agreement.

(p) Continuing Disclosure Covenant. To the extent that the Trust, in its sole discretion, determines, at any time prior to the termination of the Loan Term, that the Borrower is a material "obligated person", as the term "obligated person" is defined in Rule 15c2-12, with materiality being determined by the Trust pursuant to criteria established, from time to time, by the Trust in its sole discretion and set forth in a bond resolution or official statement of the Trust, the Borrower hereby covenants that it will authorize and provide to the Trust, for inclusion in any preliminary official statement or official statement of the Trust, all statements and information relating to the Borrower and deemed material by the Trust for the purpose of satisfying Rule 15c2-12 as well as Rule 10b-5 promulgated pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 10b-5"), including certificates and written representations of the Borrower evidencing its compliance with Rule 15c2-12 and Rule 10b-5; and the Borrower hereby further covenants that the Borrower shall execute and deliver the Continuing Disclosure Agreement, in substantially the form attached hereto as Exhibit I, with such revisions thereto prior to execution and delivery thereof as the Trust shall determine to be necessary, desirable or convenient, in its sole

discretion, for the purpose of satisfying Rule 15c2-12 and the purposes and intent thereof, as Rule 15c2-12, its purposes and intent may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction; and pursuant to the terms and provisions of the Continuing Disclosure Agreement, the Borrower shall thereafter provide on-going disclosure with respect to all statements and information relating to the Borrower in satisfaction of the requirements set forth in Rule 15c2-12 and Rule 10b-5, including, without limitation, the provision of certificates and written representations of the Borrower evidencing its compliance with Rule 15c2-12 and Rule 10b-5.

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. Loan; Loan Term. The Trust hereby agrees to make the Loan as described in Exhibit A-2 hereof and to disburse proceeds of the Loan to the Borrower in accordance with Section 3.02 and Exhibit C hereof, and the Borrower hereby agrees to borrow and accept the Loan from the Trust upon the terms set forth in Exhibit A-2 attached hereto and made a part hereof; provided, however, that the Trust shall be under no obligation to make the Loan if (a) at the Loan Closing, the Borrower does not deliver to the Trust a Borrower Bond and such other documents required under Section 2.02(k) hereof, or (b) an Event of Default has occurred and is continuing under the Bond Resolution or this Loan Agreement. Although the Trust intends to disburse proceeds of the Loan to the Borrower at the times and up to the amounts set forth in Exhibit C to pay a portion of the Costs of the Project, due to unforeseen circumstances there may not be a sufficient amount on deposit in the Project Fund on any date to make the disbursement in such amount. Nevertheless, the Borrower agrees that the amount actually deposited in the Project Loan Account at the Loan Closing plus the Borrower's allocable share of (i) certain costs of issuance and underwriter's discount for all Trust Bonds issued to finance the Loan; (ii) capitalized interest during the Project construction period, if applicable; and (iii) that portion of the Debt Service Reserve Fund (to the extent the Trust establishes a Debt Service Reserve Fund pursuant to the Bond Resolution) attributable to the cost of funding reserve capacity for the Project, if applicable, shall constitute the initial principal amount of the Loan (as the same may be adjusted downward in accordance with the definition thereof), and neither the Trust nor the Trustee shall have any obligation thereafter to loan any additional amounts to the Borrower.

The Borrower shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

The payment obligations created under this Loan Agreement are secured by the Borrower Bond. The obligations to pay the principal of the Borrower Bond, Interest on the Borrower Bond and other amounts due under the Borrower Bond are each direct, general, irrevocable and unconditional obligations of the Borrower payable from any source legally available to the Borrower, including, without limitation, the general tax revenues of the Borrower, and the Borrower shall, if necessary, levy *ad valorem* taxes upon all the taxable property within the Borrower for the payment of such obligations, without limitation as to rate or amount.

SECTION 3.02. Disbursement of Loan Proceeds.

(a) The Trustee, as the agent of the Trust, shall disburse the amounts on deposit in the Project Loan Account to the Borrower upon receipt of a requisition executed by an Authorized Officer of the Borrower, and approved by the Trust, in a form meeting the requirements of Section 5.02(3) of the Bond Resolution.

(b) The Trust and Trustee shall not be required to disburse any Loan proceeds to the Borrower under this Loan Agreement, unless:

(i) the proceeds of the Trust Bonds shall be available for disbursement, as determined solely by the Trust;

(ii) in accordance with the Bond Act, and the Regulations, the Borrower shall have timely applied for, shall have been awarded and, prior to the Loan Closing, shall have closed a Fund Loan for a portion of the Allowable Costs (as defined in such Regulations) of the Project in an amount not in excess of the amount of Allowable Costs of the Project financed by the Loan from the Trust;

(iii) the Borrower shall have funds available to pay for the greater of (A) that portion of the total Costs of the Project that is not eligible to be funded from the Fund Loan or the Loan, or (B) that portion of the total Costs of the Project that exceeds the actual amounts of the loan commitments made by the State and the Trust, respectively, for the Fund Loan and the Loan; and

(iv) no Event of Default nor any event that, with the passage of time or service of notice or both, would constitute an Event of Default shall have occurred and be continuing hereunder.

SECTION 3.03. Amounts Payable.

(a) The Borrower shall repay the Loan in installments payable to the Trustee as follows:

(i) the principal of the Loan shall be repaid annually on the Principal Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof, as the same may be amended or modified by any credits applicable to the Borrower as set forth in the Bond Resolution;

(ii) the Interest Portion described in clause (i) of the definition thereof shall be paid semiannually on the Interest Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof, as the same may be amended or modified by any credits applicable to the Borrower as set forth in the Bond Resolution; and

(iii) the Interest Portion described in clause (ii) of the definition thereof shall be paid upon the date of optional redemption or acceleration, as the case may be, of the Trust Bonds allocable to any prepaid or accelerated Trust Bond Loan Repayment.

The obligations of the Borrower under the Borrower Bond shall be deemed to be amounts payable under this Section 3.03. Each Loan Repayment, whether satisfied through a direct payment by the Borrower to the Trustee or (with respect to the Interest Portion) through the use of Trust Bond proceeds and income thereon on deposit in the Interest Account (as defined in the Bond Resolution) to pay interest on the Trust Bonds, shall be deemed to be a credit against the corresponding obligation of the Borrower under this Section 3.03 and shall fulfill the Borrower's obligation to pay such amount hereunder and under the Borrower Bond. Each payment made to the Trustee pursuant to this Section 3.03 shall be applied *first* to the Interest Portion then due and

payable, *second* to the principal of the Loan then due and payable, *third* to the payment of the Administrative Fee, and *finally* to the payment of any late charges hereunder.

(b) The Interest on the Loan described in clause (iii) of the definition thereof shall (i) consist of a late charge for any Trust Bond Loan Repayment that is received by the Trustee later than the tenth (10th) day following its due date and (ii) be payable immediately thereafter in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one half of one percent per annum on such late payment from its due date to the date it is actually paid; provided, however, that the rate of Interest on the Loan, including, without limitation, any late payment charges incurred hereunder, shall not exceed the maximum interest rate permitted by law.

(c) The Borrower shall receive, as a credit against its semiannual payment obligations of the Interest Portion, the amounts certified by the Trust pursuant to Section 5.10 of the Bond Resolution. Such amounts shall represent the Borrower's allocable share of the interest earnings on certain funds and accounts established under the Bond Resolution, calculated in accordance with Section 5.10 of the Bond Resolution.

(d) In accordance with the provisions of the Bond Resolution, the Borrower shall receive, as a credit against its Trust Bond Loan Repayments, the amounts set forth in the certificate of the Trust filed with the Trustee pursuant to Section 5.02(4) of the Bond Resolution.

(e) The Interest on the Loan described in clause (ii) of the definition thereof shall be paid by the Borrower in the amount of one-half of the Administrative Fee, if any, to the Trustee semiannually on each February 1 and August 1, commencing August 1, 2014.

(f) In the event that the Borrower fails or is unable to pay promptly to the Trust in full any Loan Repayment or any other payment required under this Loan Agreement when due, the Borrower hereby acknowledges that the Trust may exercise its right under and in accordance with Section 12a of the Act to satisfy such deficiency from State-aid payable to the Borrower. The amount of State-aid so paid to the Trust shall be deemed to be a credit against the obligations of the Borrower under this Section 3.03, and any such payment made to the Trust shall fulfill the Borrower's obligation to pay such amount under this Loan Agreement and the Borrower Bond. Each such payment of State-aid so made to the Trust shall be applied *first* to the Interest Portion then due and payable, *second*, to the extent available, to the principal of the Loan then due and payable, *third*, to the extent available, to the Administrative Fee, *fourth*, to the extent available, to the payment of any late charges incurred hereunder, and *finally*, to the extent available, to any other payment required under this Loan Agreement.

(g) Upon thirty (30) days prior written notice to the Borrower, an Authorized Officer of the Trust may, in the sole discretion of such Authorized Officer, prescribe the particular method by which payments pursuant to, and in satisfaction of, this Section 3.03 shall be made by the Borrower. Such method as prescribed by an Authorized Officer of the Trust may include, without limitation, the automatic debit by the Trust or the Trustee of the respective amounts of such payments, as required by this Section 3.03, from an account that shall be identified by the Borrower in writing and recorded on file with the Trust and the Trustee. In the absence of any such written notice to the Borrower by an Authorized Officer of the Trust pursuant to this

subsection (g), the Borrower shall implement the payments required pursuant to, and in satisfaction of, this Section 3.03 either via electronic transfer of immediately available funds or via check.

SECTION 3.03A. Amounts on Deposit in Project Loan Account After Completion of Project Draws.

(a) If, on the date which is one hundred eighty (180) days following the final date on which a disbursement of Loan proceeds is scheduled to be made pursuant to the original draw schedule contained in Exhibit C hereto, any amounts remain on deposit in the Borrower's Project Loan Account, the Borrower shall provide to the Trust and the Department a certificate of an Authorized Officer of the Borrower (i) stating that the Borrower has not yet completed the Project, (ii) stating that the Borrower intends to complete the Project, (iii) setting forth the amount of remaining Loan Proceeds required to complete the Project, and (iv) providing a revised draw schedule, in a form similar to Exhibit C hereto and approved by the Department.

(b) If, on the date which is one hundred eighty (180) days following the final date on which a disbursement of Loan proceeds is scheduled to be made pursuant to a revised draw schedule certified to the Trust and the Department in accordance with Section 3.03A(a) hereof, any amounts remain on deposit in the Borrower's Project Loan Account, the Borrower shall provide to the Trust and the Department a certificate of an Authorized Officer of the Borrower (i) stating that the Borrower has not yet completed the Project, (ii) stating that the Borrower intends to complete the Project, (iii) setting forth the amount of remaining Loan Proceeds required to complete the Project, and (iv) providing a revised draw schedule, in a form similar to Exhibit C hereto and approved by the Department.

(c) If (i) the Borrower fails to provide the certificate described in paragraphs (a) or (b) of this Section 3.03A, when due, or (ii) a certificate provided pursuant to paragraphs (a) or (b) of this Section 3.03A states that the Borrower does not require all or any portion of the amount on deposit in the Project Loan Account for completion of the Project, or (iii) on the date which is one hundred eighty (180) days following the final date on which a disbursement of Loan proceeds is scheduled to be made pursuant to a revised draw schedule certified to the Trust and the Department in accordance with Section 3.03A(b) hereof, any amounts remain on deposit in the Borrower's Project Loan Account, or (iv) a certificate provided pursuant to Section 2.02(e)(xvi) hereof states that the Borrower does not require all or any portion of the amount on deposit in the Project Loan Account for completion of the Project, then such amounts on deposit in the Project Loan Account, which are amounts that have not been certified by an Authorized Officer of the Borrower as being required to complete the Project ("Excess Project Funds"), shall be applied as follows:

(A) If the Excess Project Funds are less than or equal to the greater of (1) \$250,000 or (2) the amount of Loan Repayments due from the Borrower to the Trust in the next succeeding calendar year, the Excess Project Funds shall be applied by the Trust toward the Borrower's obligation to make the Loan Repayments next coming due; or

(B) If the Excess Project Funds are greater than the greater of (1) \$250,000 or (2) the amount of Loan Repayments due from the Borrower to the Trust in the next

succeeding calendar year, the Excess Project Funds shall be applied by the Trust as a prepayment of the Borrower's Loan Repayments, and shall be applied to the principal payments (including premium, if any) on the Loan in inverse order of their maturity.

SECTION 3.04. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any Trust Bonds remain outstanding or any Loan Repayments remain unpaid, for any reason, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Trust or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Loan Agreement or the Bond Resolution, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Trust, the Trustee or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. The Borrower shall not be obligated to make any payments required to be made by any other Borrowers under separate Loan Agreements or the Bond Resolution.

The Borrower acknowledges that payment of the Trust Bonds by the Trust, including payment from moneys drawn by the Trustee from the Debt Service Reserve Fund (to the extent the Trust establishes a Debt Service Reserve Fund pursuant to the Bond Resolution), does not constitute payment of the amounts due under this Loan Agreement and the Borrower Bond. If at any time the amount in the Debt Service Reserve Fund shall be less than the Debt Service Reserve Requirement as the result of any transfer of moneys from the Debt Service Reserve Fund to the Debt Service Fund (as all such terms are defined in the Bond Resolution) as the result of a failure by the Borrower to make any Trust Bond Loan Repayments required hereunder, the Borrower agrees to replenish (i) such moneys so transferred and (ii) any deficiency arising from losses incurred in making such transfer as the result of the liquidation by the Trust of Investment Securities (as defined in the Bond Resolution) acquired as an investment of moneys in the Debt Service Reserve Fund, by making payments to the Trust in equal monthly installments for the lesser of six (6) months or the remaining term of the Loan at an interest rate to be determined by the Trust necessary to make up any loss caused by such deficiency.

The Borrower acknowledges that payment of the Trust Bonds from moneys that were originally received by the Trustee pursuant to Section 5.04(1) of the Bond Resolution from repayments by the Borrowers of loans made to the Borrowers by the State, acting by and through the Department, pursuant to loan agreements by and between the Borrowers and the State, acting by and through the Department, to finance or refinance a portion of the Costs of the Environmental Infrastructure Facilities of the Borrowers, does not constitute payment of the amounts due under this Loan Agreement and the Borrower Bond.

SECTION 3.05. Loan Agreement to Survive Bond Resolution and Trust Bonds.

The Borrower acknowledges that its duties, covenants, obligations and agreements hereunder shall survive the discharge of the Bond Resolution applicable to the Trust Bonds and shall survive the payment of the principal and redemption premium, if any, of and the interest on the Trust Bonds until the Borrower can take no action or fail to take any action that could adversely affect the exclusion from gross income of the interest on the Trust Bonds for purposes of federal income taxation, at which time such duties, covenants, obligations and agreements hereunder shall, except for those set forth in Sections 3.06(a) and (b) hereof, terminate.

SECTION 3.06. Disclaimer of Warranties and Indemnification.

(a) The Borrower acknowledges and agrees that (i) neither the Trust nor the Trustee makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Environmental Infrastructure System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Trust or the Trustee or their respective agents be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Environmental Infrastructure System or the Project or any item or products or services provided for in this Loan Agreement; and (iii) to the fullest extent permitted by law, the Borrower shall indemnify and hold the Trust and the Trustee harmless against, and the Borrower shall pay any and all, liability, loss, cost, damage, claim, judgment or expense of any and all kinds or nature and however arising and imposed by law, which the Trust and the Trustee may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Borrower, the Borrower's ownership of the Environmental Infrastructure System or the Project, or the acquisition, construction or installation of the Project.

(b) It is mutually agreed by the Borrower, the Trust and the Trustee that the Trust and its officers, agents, servants or employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed under this Loan Agreement and any claim or suit of whatsoever nature, except in the event of loss or damage resulting from their own negligence or willful misconduct. It is further agreed that the Trustee and its directors, officers, agents, servants or employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed pursuant to this Loan Agreement, except in the event of loss or damage resulting from their own negligence or willful misconduct.

(c) The Borrower and the Trust agree that all claims shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.* (except for N.J.S.A. 59:13-9 thereof), although such Act by its express terms does not apply to claims arising under contract with the Trust.

(d) In connection with its obligation to provide the insurance required under Section 2.02(i) hereof: (i) the Borrower shall include, or cause to be included, the Trust and its directors, employees and officers as additional "named insureds" on (A) any certificate of liability

insurance procured by the Borrower (or other similar document evidencing the liability insurance coverage procured by the Borrower) and (B) any certificate of liability insurance procured by any contractor or subcontractor for the Project, and from the later of the date of the Loan Closing or the date of the initiation of construction of the Project until the date the Borrower receives the written certificate of Project completion from the Trust, the Borrower shall maintain said liability insurance covering the Trust and said directors, employees and officers in good standing; and (ii) the Borrower shall include the Trust as an additional "named insured" on any certificate of insurance providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, and during the Loan Term the Borrower shall maintain said insurance covering the Trust in good standing.

The Borrower shall provide the Trust with a copy of each of any such original, supplemental, amendatory or reissued certificates of insurance (or other similar documents evidencing the insurance coverage) required pursuant to this Section 3.06(d).

SECTION 3.07. Option to Prepay Loan Repayments. The Borrower may prepay the Trust Bond Loan Repayments, in whole or in part (but if in part, in the amount of \$100,000 or any integral multiple thereof), upon prior written notice to the Trust and the Trustee not less than ninety (90) days in addition to the number of days' advance notice to the Trustee required for any optional redemption of the Trust Bonds, and upon payment by the Borrower to the Trustee of amounts that, together with investment earnings thereon, will be sufficient to pay the principal amount of the Trust Bond Loan Repayments to be prepaid plus the Interest Portion described in clause (ii) of the definition thereof on any such date of redemption; provided, however, that, with respect to any prepayment other than those required by Section 3.03A hereof, any such full or partial prepayment may only be made (i) if the Borrower is not then in arrears on its Fund Loan, (ii) if the Borrower is contemporaneously making a full or partial prepayment of the Fund Loan such that, after the prepayment of the Loan and the Fund Loan, the Trust, in its sole discretion, determines that the interests of the owners of the Trust Bonds are not adversely affected by such prepayments, and (iii) upon the prior written approval of the Trust. In addition, if at the time of such prepayment the Trust Bonds may only be redeemed at the option of the Trust upon payment of a premium, the Borrower shall add to its prepayment of Trust Bond Loan Repayments an amount, as determined by the Trust, equal to such premium allocable to the Trust Bonds to be redeemed as a result of the Borrower's prepayment. Prepayments shall be applied first to the Interest Portion that accrues on the portion of the Loan to be prepaid until such prepayment date as described in clause (ii) of the definition thereof and then to principal payments (including premium, if any) on the Loan in inverse order of their maturity.

SECTION 3.08. Priority of Loan and Fund Loan.

(a) The Borrower hereby acknowledges that, to the extent allowed by law, any Loan Repayments then due and payable on the Loan shall be satisfied by the Trustee before any loan repayments on the Borrower's Fund Loan shall be satisfied by the Trustee. The Borrower agrees not to interfere with any such action by the Trustee.

(b) The Borrower hereby acknowledges that in the event the Borrower fails or is unable to pay promptly to the Trust in full any Trust Bond Loan Repayments under this Loan Agreement when due, then any (i) Administrative Fee paid hereunder, (ii) late charges paid

hereunder, and (iii) loan repayments paid by the Borrower on its Fund Loan under the related loan agreement therefor, any of which payments shall be received by the Trustee during the time of any such Trust Bond Loan Repayment deficiency, shall be applied by the Trustee *first* to satisfy such Trust Bond Loan Repayment deficiency as a credit against the obligations of the Borrower to make payments of the Interest Portion under the Loan and the Borrower Bond, *second*, to the extent available, to make Trust Bond Loan Repayments of principal hereunder and payments of principal under the Borrower Bond, *third*, to the extent available, to pay the Administrative Fee, *fourth*, to the extent available, to pay any late charges hereunder, *fifth*, to the extent available, to satisfy the repayment of the Borrower's Fund Loan under its related loan agreement therefor, and *finally*, to the extent available, to satisfy the repayment of the administrative fee under any such related loan agreement.

(c) The Borrower hereby further acknowledges that any loan repayments paid by the Borrower on its Fund Loan under the related loan agreement therefor shall be applied according to the provisions of the Master Program Trust Agreement.

SECTION 3.09. Approval of the New Jersey State Treasurer. The Borrower and the Trust hereby acknowledge that prior to or simultaneously with the Loan Closing the New Jersey State Treasurer, in satisfaction of the requirements of Section 9a of the Act, issued the "Certificate of the New Jersey State Treasurer Regarding the Approval of the Trust Loan and the Fund Loan" (the "Treasurer's Certificate"). Pursuant to the terms of the Treasurer's Certificate, the New Jersey State Treasurer approved the Loan and the terms and conditions thereof as established by the provisions of this Loan Agreement.

ARTICLE IV

ASSIGNMENT OF LOAN AGREEMENT AND BORROWER BOND

SECTION 4.01. Assignment and Transfer by Trust.

(a) The Borrower hereby expressly acknowledges that, other than the provisions of Section 2.02(c)(ii) hereof, the Trust's right, title and interest in, to and under this Loan Agreement and the Borrower Bond have been assigned to the Trustee as security for the Trust Bonds as provided in the Bond Resolution, and that if any Event of Default shall occur, the Trustee or any Bond Insurer (as such term may be defined in the Bond Resolution), if applicable, pursuant to the Bond Resolution, shall be entitled to act hereunder in the place and stead of the Trust. The Borrower hereby acknowledges the requirements of the Bond Resolution applicable to the Trust Bonds and consents to such assignment and appointment. This Loan Agreement and the Borrower Bond, including, without limitation, the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce observance and performance by the Borrower of its other duties, covenants, obligations and agreements hereunder, may be further transferred, assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Borrower.

The Trust shall retain the right to compel or otherwise enforce observance and performance by the Borrower of its duties, covenants, obligations and agreements under Section 2.02(c)(ii) hereof; provided, however, that in no event shall the Trust have the right to accelerate the Borrower Bond in connection with the enforcement of Section 2.02(c)(ii) hereof.

(b) The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement and the Borrower Bond that the Trust deems to be necessary in connection with any refunding of the Trust Bonds or the issuance of additional bonds under the Bond Resolution or otherwise, all in connection with the pooled loan program of the Trust.

SECTION 4.02. Assignment by Borrower. Neither this Loan Agreement nor the Borrower Bond may be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (i) the Trust and the Trustee shall have approved said assignment in writing; (ii) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, obligations and agreements under this Loan Agreement and, to the extent permitted under applicable law, the Borrower Bond; (iii) immediately after such assignment, the assignee shall not be in default in the observance or performance of any duties, covenants, obligations or agreements of the Borrower under this Loan Agreement or the Borrower Bond; and (iv) the Trust shall have received an opinion of Bond Counsel to the effect that such assignment will not adversely affect the security of the holders of the Trust Bonds or the exclusion of the interest on the Trust Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay, or cause to be paid, any Trust Bond Loan Repayment required to be paid hereunder when due, which failure shall continue for a period of fifteen (15) days;

(b) failure by the Borrower to pay, or cause to be paid, the Administrative Fee or any late charges incurred hereunder or any portion thereof when due or to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsection (a) of this Section 5.01 or other than the obligations of the Borrower contained in Section 2.02(c)(ii) hereof and in Exhibit F hereto, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Trustee may not unreasonably withhold its consent to an extension of such time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Event of Default is corrected;

(c) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect;

(d) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee, but not including a takeover by the Division of Local Government Services in the New Jersey Department of Community Affairs) of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days;

(e) the Borrower shall generally fail to pay its debts as such debts become due; and

(f) failure of the Borrower to observe or perform such additional duties, covenants, obligations, agreements or conditions as are required by the Trust and specified in Exhibit F attached hereto and made a part hereof.

SECTION 5.02. Notice of Default. The Borrower shall give the Trustee and the Trust prompt telephonic notice of the occurrence of any Event of Default referred to in Section

5.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Borrower acknowledges the rights of the Trustee and of any Bond Insurer to direct any and all remedies in accordance with the terms of the Bond Resolution, and the Borrower also acknowledges that the Trust shall have the right to take, or to direct the Trustee to take, any action permitted or required pursuant to the Bond Resolution and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder.

In addition, if an Event of Default referred to in Section 5.01(a) hereof shall have occurred and be continuing, the Trust shall, to the extent allowed by applicable law and to the extent and in the manner set forth in the Bond Resolution, have the right to declare, or to direct the Trustee to declare, all Loan Repayments and all other amounts due hereunder (including, without limitation, payments under the Borrower Bond) together with the prepayment premium, if any, calculated pursuant to Section 3.07 hereof to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

SECTION 5.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Trust or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by either of them in the collection of Trust Bond Loan Repayments or any other sum due hereunder or in the enforcement of the observation or performance of any other duties, covenants, obligations or agreements of the Borrower upon an Event of Default.

SECTION 5.05. Application of Moneys. Any moneys collected by the Trust or the Trustee pursuant to Section 5.03 hereof shall be applied (a) *first* to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 5.04 hereof, (b) *second*, to the extent available, to pay the Interest Portion then due and payable, (c) *third*, to the extent available, to pay the principal due and payable on the Loan, (d) *fourth*, to the extent available, to pay the Administrative Fee, any late charges incurred hereunder or any other amounts due and payable under this Loan Agreement, and (e) *fifth*, to the extent available, to pay the Interest Portion and the principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

SECTION 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Trust or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the

Trust or the Trustee to exercise any remedy reserved to it in this Article V, it shall not be necessary to give any notice other than such notice as may be required in this Article V.

SECTION 5.07. Retention of Trust's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Bond Resolution, or anything else to the contrary contained herein, the Trust shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the Trust may, in its discretion, deem necessary to enforce the obligations of the Borrower to the Trust pursuant to Section 5.03 hereof.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified in Exhibit A-1 attached hereto and made a part hereof and to the Trust and the Trustee at the following addresses:

(a) Trust:

New Jersey Environmental Infrastructure Trust
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201
Attention: Executive Director

(b) Trustee:

U.S. Bank National Association
21 South Street, 3rd Floor
Morristown, New Jersey 07960
Attention: Corporate Trust Department

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the others.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Trust and the Borrower and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. Except as otherwise provided in this Section 6.04, this Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Trust and the Borrower and without the satisfaction of all conditions set forth in Section 11.12 of the Bond Resolution. Notwithstanding the conditions set forth in Section 11.12 of the Bond Resolution, (i) Section 2.02(p) hereof may be amended, supplemented or modified upon the written consent of the Trust and the Borrower and without the consent of the Trustee, any Bond Insurer or any holders of the Trust Bonds, and (ii) Exhibit I hereto may be amended, supplemented or modified prior to the execution and delivery thereof as the Trust, in its sole discretion, shall determine to be necessary, desirable or convenient for the purpose of satisfying Rule 15c2-12 and the purpose and intent thereof as Rule 15c2-12, its purpose and intent may hereafter be interpreted from time to time by

the SEC or any court of competent jurisdiction, and such amendment, supplement or modification shall not require the consent of the Borrower, the Trustee, any Bond Insurer or any holders of the Trust Bonds.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as part of this Loan Agreement.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Trust shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Trust unless otherwise provided by law or by rules, regulations or resolutions of the Trust or unless expressly delegated to the Trustee and except as otherwise provided in Section 6.09 hereof.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Benefit of Loan Agreement; Compliance with Bond Resolution. This Loan Agreement is executed, among other reasons, to induce the purchase of the Trust Bonds. Accordingly, all duties, covenants, obligations and agreements of the Borrower herein contained are hereby declared to be for the benefit of and are enforceable by the Trust, the holders of the Trust Bonds and the Trustee. The Borrower covenants and agrees to observe and comply with, and to enable the Trust to observe and comply with, all duties, covenants, obligations and agreements contained in the Bond Resolution.

SECTION 6.10. Further Assurances. The Borrower shall, at the request of the Trust, authorize, execute, attest, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Borrower Bond.

IN WITNESS WHEREOF, the Trust and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

**NEW JERSEY ENVIRONMENTAL
INFRASTRUCTURE TRUST**

[SEAL]

By: _____
Warren H. Victor
Chairman

ATTEST:

David E. Zimmer
Assistant Secretary

[NAME OF BORROWER]

[SEAL]

By: _____
Authorized Officer

ATTEST:

Authorized Officer

SCHEDULE A

Certain Additional Loan Agreement Provisions

EXHIBIT A-1

Description of Project and Environmental Infrastructure System

EXHIBIT A-2

Description of Loan

EXHIBIT B

Basis for Determination of Allowable Project Costs

EXHIBIT C

Estimated Disbursement Schedule

EXHIBIT D

Specimen Borrower Bond

[ASSESSMENT] [SELF-LIQUIDATING] [QUALIFIED] BORROWER BOND

FOR VALUE RECEIVED, the [NAME OF BORROWER], a [municipal corporation] [political subdivision] duly created and validly existing under the Constitution and laws of the State (the "Borrower"), hereby promises to pay to the order of the New Jersey Environmental Infrastructure Trust (the "Trust") (i) the principal amount of _____ Dollars (\$_____), or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Loan Agreement, together with (ii) Interest on the Loan constituting the Interest Portion, the Administrative Fee and any late charges incurred under the Loan Agreement (as such terms are defined in the Loan Agreement) in the amount calculated as provided in the Loan Agreement, payable on the days and in the amounts and as provided in the Loan Agreement, which principal amount and Interest Portion of the Interest on the Loan shall, unless otherwise provided in the Loan Agreement, be payable on the days and in the amounts as also set forth in Exhibit A attached hereto under the column headings respectively entitled "Principal" and "Interest", plus (iii) any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein. The Borrower irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal of and the Interest on this Borrower Bond (as defined in the Loan Agreement) and for the punctual payment of all other amounts due under this Borrower Bond and the Loan Agreement according to their respective terms.

This Borrower Bond is issued pursuant to the "Local Bond Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:2-1 *et seq.*), [the "Municipal Qualified Bond Act", P.L. 1976, c. 38, as amended (N.J.S.A. 40A:3-1 *et seq.*)] other applicable law and the Loan Agreement dated as of May 1, 2014 by and between the Trust and the Borrower (the "Loan Agreement"). This Borrower Bond is issued in consideration of the loan made under the Loan Agreement (the "Loan") to evidence the payment obligations of the Borrower set forth therein. [As a qualified bond issued under Title 40A of the New Jersey Statutes, this Borrower Bond is entitled to the benefits of the provisions of the Municipal Qualified Bond Act, codified at N.J.S.A. 40A:3-1 *et seq.*] This Borrower Bond has been assigned to U.S. Bank National Association, as trustee (the "Trustee") under the "Environmental Infrastructure Bond Resolution, Series 2014[]", adopted by the Trust on April __, 2014, as the same may be amended and supplemented in accordance with the terms thereof (the "Bond Resolution"), and payments hereunder shall, except as otherwise provided in the Loan Agreement, be made directly to the Trustee for the account of the Trust pursuant to such assignment. Such assignment has been made as security for the payment of the Trust Bonds (as defined in the Loan Agreement) issued to finance or refinance the Loan and as otherwise described in the Loan Agreement. This Borrower Bond is subject to further assignment or endorsement in accordance with the terms of the Bond Resolution and the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Borrower Bond.

Pursuant to the Loan Agreement, disbursements shall be made by the Trustee to the Borrower, in accordance with written instructions of the Trust, upon receipt by the Trust and the Trustee of requisitions from the Borrower executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Borrower Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Trust under the Loan Agreement or under any other agreement between the Borrower and the Trust or out of any indebtedness or liability at any time owing to the Borrower by the Trust or for any other reason.

This Borrower Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Borrower Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Borrower Bond to be duly executed, sealed and delivered as of May 21, 2014.

[SEAL]

[NAME OF BORROWER]

By: _____
Mayor

ATTTEST:

Clerk

By: _____
[Treasurer] [Chief Financial Officer]

New Jersey Environmental Infrastructure Trust hereby assigns the foregoing Borrower Bond to _____, as the Trust's Trustee under the "Environmental Infrastructure Bond Resolution, Series 2014[]", adopted on April __, 2014, as amended and supplemented, all as of the date of this Borrower Bond, as security for the Trust Bonds issued or to be issued under the Bond Resolution to finance or refinance the Project Fund (as defined in the Bond Resolution).

**NEW JERSEY ENVIRONMENTAL
INFRASTRUCTURE TRUST**

[SEAL]

ATTEST:

By: _____
Warren H. Victor
Chairman

David E. Zimmer
Assistant Secretary

EXHIBIT E

Opinions of Borrower's Bond Counsel and General Counsel

See Closing Item ____

[LETTERHEAD OF COUNSEL TO BORROWER]

May 21, 2014

New Jersey Environmental Infrastructure Trust
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201

U.S. Bank National Association
21 South Street, 3rd Floor
Morristown, New Jersey 07960
Attention: Corporate Trust Department

Ladies and Gentlemen:

We have acted as counsel to the [Name of Borrower], a [municipal corporation] [political subdivision] of the State (the "Borrower"), which has entered into a Loan Agreement (as hereinafter defined) with the New Jersey Environmental Infrastructure Trust (the "Trust"), and have acted as such in connection with the authorization, execution, attestation and delivery by the Borrower of its Loan Agreement and Borrower Bond (as hereinafter defined). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

In so acting, we have examined the Constitution and laws of the State of New Jersey, including, without limitation, the "Local Bond Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:2-1 *et seq.*), the "Municipal Qualified Bond Act", P.L. 1976, c. 38, as amended (N.J.S.A. 40A:3-1 *et seq.*), and the various ordinances and resolutions of the Borrower identified herein. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

(a) the Trust's "Environmental Infrastructure Bond Resolution, Series 2014[]", adopted by the Board of Directors of the Trust on April __, 2014;

(b) the Loan Agreement dated as of May 1, 2014 (the "Loan Agreement") by and between the Trust and the Borrower;

(c) the proceedings of the governing body of the Borrower relating to the approval of the Loan Agreement and the execution, attestation and delivery thereof on behalf of the Borrower and the authorization of the undertaking and completion of the Project;

(d) the Borrower Bond dated May 21, 2014 (the "Borrower Bond") issued by the Borrower to the Trust to evidence the Loan; and

(e) the proceedings (together with the proceedings referred to in clause (c) above and Section 5 below, the "Proceedings") of the governing body of the Borrower, including, without limitation, [a] bond ordinance[s] of the Borrower finally adopted on [.....] [and [.....],

respectively,] and [respectively] entitled “[TITLE OF ORDINANCE]” [and “[TITLE OF ORDINANCE]”], and [a] resolution[s] of the Borrower adopted pursuant to the provisions of N.J.S.A. [40A:2-26 (f) and] 40A:2-27 on [.....] [and [...], respectively,] and [respectively] entitled “[TITLE OF RESOLUTION]” [and “[TITLE OF RESOLUTION]”] (collectively, the “Borrower Bond Proceedings”), all relating to the authorization of the Borrower Bond and the sale, execution, attestation and delivery thereof to the Trust (the Loan Agreement and the Borrower Bond are referred to herein collectively as the “Loan Documents”).

We have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates and other instruments, and have made such investigation of law as in our judgment we have deemed necessary or appropriate, to enable us to render the opinions expressed below.

We are of the opinion that:

1. The Borrower is a [municipal corporation] [political subdivision] duly created and validly existing under and pursuant to the Constitution and statutes of the State of New Jersey, with the legal right to carry on the business of its Environmental Infrastructure System as currently being conducted and as proposed to be conducted.
2. The Borrower has full legal right and authority to execute, attest and deliver the Loan Documents, to sell the Borrower Bond to the Trust, to observe and perform its duties, covenants, obligations and agreements under the Loan Documents and to undertake and complete the Project.
3. The acting officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in the Loan Agreement are, and at the time any such action was performed were, the duly appointed or elected officials of the Borrower empowered by applicable New Jersey law and authorized by ordinance or resolution of the Borrower to perform such actions.
4. The Borrower has unconditionally and irrevocably pledged its full faith and credit and covenanted to exercise its unlimited taxing powers for the punctual payment of the principal and redemption premium, if any, of the Borrower Bond, Interest on the Borrower Bond and all other amounts due under the Borrower Bond, which Borrower Bond secures the Loan Repayments and all other amounts due under the Loan Documents according to their respective terms. [The Borrower Bond is entitled to the benefits of the Municipal Qualified Bond Act.]
5. The proceedings of the Borrower's governing body (i) approving the Loan Documents, (ii) authorizing their execution, attestation and delivery on behalf of the Borrower, (iii) with respect to the Borrower Bond only, authorizing its sale by the Borrower to the Trust, (iv) authorizing the Borrower to consummate the transactions contemplated by the Loan Documents, (v) authorizing the Borrower to undertake and complete the Project, and (vi) authorizing the execution and delivery of all other certificates, agreements, documents and instruments in connection with the execution, attestation and delivery of the Loan Documents,

have each been duly and lawfully adopted and authorized in accordance with applicable law and applicable ordinances or resolutions of the Borrower, including, without limitation and where applicable, the Local Bond Law [and the Municipal Qualified Bond Act], the Borrower Bond Proceedings and the other Proceedings, which Proceedings constitute all of the actions necessary to be taken by the Borrower to authorize its actions contemplated by clauses (i) through (vi) above and which Proceedings were duly approved and published, where necessary, in accordance with applicable New Jersey law at a meeting or meetings duly called pursuant to necessary public notice and held in accordance with applicable New Jersey law and at which quorums were present and acting throughout.

6. The Loan Documents have been duly authorized, executed, attested and delivered by the Authorized Officers of the Borrower and the Borrower Bond has been duly sold by the Borrower to the Trust; and assuming in the case of the Loan Agreement that the Trust has the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, the Loan Agreement, the Loan Documents constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion is rendered as to the availability of any particular remedy.

7. The authorization, execution, attestation and delivery of the Loan Documents by the Borrower and the sale of the Borrower Bond to the Trust, the observation and performance by the Borrower of its duties, covenants, obligations and agreements thereunder, the consummation of the transactions contemplated therein, and the undertaking and completion of the Project do not and will not (i) result in any breach of any of the terms, conditions or provisions of, or (ii) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

8. All approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Borrower in connection with the authorization, execution, attestation, delivery and performance of the Loan Documents, the sale of the Borrower Bond and the undertaking and completion of the Project have been obtained or made.

9. There is no litigation or other proceeding pending or, to our knowledge, after due inquiry, threatened in any court or other tribunal of competent jurisdiction (either state or federal) (i) questioning the creation, organization or existence of the Borrower, (ii) questioning

the validity, legality or enforceability of the Loan or the Loan Documents, (iii) questioning the undertaking or completion of the Project, (iv) otherwise challenging the Borrower's ability to consummate the transactions contemplated by the Loan or the Loan Documents, or (v) that, if adversely decided, would have a materially adverse impact on the financial condition of the Borrower.

10. The Borrower has no bonds, notes or other debt obligations outstanding that are superior or senior to the Borrower Bond as to lien on, and source and security for payment thereof from, the general tax revenues of the Borrower.

11. To the best of our knowledge, upon due inquiry, (i) all representations made by the Borrower contained within subsections (e) and (g) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement are true, accurate and complete, and (ii) all expectations contained therein are reasonable, and we know of no reason why the Borrower would be unable to comply on a continuing basis with the covenants contained within subsections (e) and (g) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement.

12. Assuming that (i) the Borrower complies on a continuing basis with the covenants contained in subsections (e) and (g) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement, (ii) interest on the Trust Bonds is otherwise excluded from gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and (iii) the proceeds of the Trust Bonds loaned to the Borrower represent all of the proceeds of the Trust Bonds, the application of the proceeds of the Loan for their intended purposes will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Trust Bonds and no portion of the Trust Bonds will be used in a private use, within the meaning of Section 141 of the Code.

We hereby authorize McCarter & English, LLP, acting as bond counsel to the Trust, and the Attorney General of the State of New Jersey, acting as general counsel to the Trust, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

Additional Covenants and Requirements

EXHIBIT G

**General Administrative Requirements for the
State Environmental Infrastructure Financing Program**

EXHIBIT H

[RESERVED]

EXHIBIT I

Form of Continuing Disclosure Agreement

Exhibit B

[MASTER FUND LOAN AGREEMENT - PRINCIPAL FORGIVENESS - MUNICIPAL/COUNTY FORM]

**LOAN AGREEMENT
BY AND BETWEEN
THE STATE OF NEW JERSEY,
ACTING BY AND THROUGH THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
AND
[NAME OF BORROWER]**

DATED AS OF [insert date of Fund Loan Closing], 2014

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NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into on the Dated Date (as defined in Schedule A hereto), by and between THE STATE OF NEW JERSEY, acting by and through the New Jersey Department of Environmental Protection, and the Borrower (capitalized terms used in this Loan Agreement shall have, unless the context otherwise requires, the meanings ascribed thereto in Section 1.01 hereof);

WITNESSETH THAT:

WHEREAS, the Borrower has, in accordance with the Bond Act, if applicable, and the Regulations, made timely application to the State for a Loan to finance a portion of the Costs of the Project;

WHEREAS, the State has approved the Borrower's application for a Loan from either of the following sources: (i) the proceeds of State Bonds, if and when available, and moneys from repayments of loans previously made from such proceeds, and/or (ii) Federal Funds, if and when received by and available to the State, and moneys from repayments of loans previously made from such Federal Funds, in the amount of the loan commitment set forth in Exhibit A-2 attached hereto and made a part hereof to finance a portion of the Costs of the Project;

WHEREAS, the New Jersey State Legislature has approved an appropriations act that authorizes an expenditure of said proceeds, Federal Funds or related moneys to finance a portion of the Costs of the Project;

WHEREAS, the Borrower, in accordance with the Borrower Enabling Act, will issue a Borrower Bond to the State evidencing said Loan at the Loan Closing; and

WHEREAS, in accordance with the New Jersey Environmental Infrastructure Trust Act, P.L. 1985, c. 334, as amended, and the Regulations, the Borrower and the Trust have executed and delivered in escrow a Trust Loan Agreement, pursuant to which the Trust will extend to the Borrower a Trust Loan for a portion of the Costs of the Project plus, if applicable to the Borrower, capitalized interest on the Trust Loan and certain costs of issuance.

NOW, THEREFORE, for and in consideration of the award of the Loan by the State, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

(a) The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Administrative Fee" means an annual fee of up to one percent (1.0%) of the initial principal amount of the Loan or such lesser amount, if any, as may be authorized by any act of the New Jersey State Legislature and as the State may approve from time to time.

"Authorized Officer" means, in the case of the Borrower, any person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to the Loan, the Borrower Bond or this Loan Agreement.

"Bond Act" means, as applicable, (i) the Marine Protection, Research and Sanctuaries Act of 1972, 33 U.S.C. 1401 *et seq.*, as the same may from time to time be amended and supplemented, (ii) the Water Supply Bond Act of 1981, P.L. 1981, c. 261, as the same may from time to time be amended and supplemented, (iii) the Wastewater Treatment Bond Act of 1985, P.L. 1985, c. 329, as the same may from time to time be amended and supplemented, (iv) the Stormwater Management and Combined Sewer Overflow Abatement Bond Act of 1989, P.L. 1989, c. 181, as the same may from time to time be amended and supplemented, and (v) the Green Acres, Clean Water, Farmland and Historic Preservation Bond Act of 1992, P.L. 1992, c. 88, as the same may from time to time be amended and supplemented.

"Bond Counsel" means a law firm appointed or approved by the State, as the case may be, having a reputation in the field of municipal law whose opinions are generally acceptable by purchasers of municipal bonds.

"Borrower" means the New Jersey county or municipality that is a party to this Loan Agreement, and its successors and assigns, as further described in Schedule A attached hereto.

"Borrower Bond" means the Borrower Bond issued pursuant to the Borrower Enabling Act, authorized, executed, attested and delivered by the Borrower to the State to evidence the Borrower's obligations to pay the Loan Repayments and all other amounts due and owing by the Borrower under this Loan Agreement, a specimen of which is attached as Exhibit D hereto and made a part hereof, pursuant to which the power and obligation of the Borrower to make such payments shall be unlimited and for the payment of which the Borrower shall, if necessary, levy *ad valorem* taxes upon all the taxable property within the jurisdiction of the Borrower without limitation as to rate or amount.

"Borrowers" means any other Local Government Unit or Private Entity (as such terms are defined in the Regulations) authorized to construct, operate and maintain Environmental Infrastructure Facilities that have entered into Loan Agreements with the State pursuant to which the State will make Loans to such recipients from moneys on deposit in the State Fund.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Costs" means those costs that are eligible, reasonable, necessary, allocable to the Project and permitted by generally accepted accounting principles, including Allowances and Building Costs (as defined in the Regulations), as shall be determined on a project-specific basis in accordance with the Regulations as set forth in Exhibit B hereto, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an authorized officer of the State.

"Department" means the New Jersey Department of Environmental Protection.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, described in Exhibit A-1 attached hereto and made a part hereof for which the Borrower is borrowing the Loan under this Loan Agreement.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Excess Project Funds" shall have the meaning set forth in Section 3.03A hereof.

"Exhibit A-2" means (i) prior to the execution and delivery of the Trust Loan Agreement, Exhibit A-2-1 hereto, and (ii) subsequent to the execution and delivery of the Trust Loan Agreement, Exhibit A-2-2 hereto, as further described in Section 3.03 to this Loan Agreement.

"Federal Funds" means those funds awarded to the State pursuant to the Clean Water Act (33 U.S.C. §1251 *et seq.*) and/or the Safe Drinking Water Act (42 U.S.C. §300f *et seq.*), as the same may from time to time be amended and supplemented.

"Loan" means the loan made by the State to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the principal amount of the Loan at any time shall be the amount of the loan commitment set forth in Exhibit A-2 attached hereto and made a part hereof (which Exhibit A-2 shall be reflective of the terms and provisions of Section 3.03(b) hereof) (such amount being also specified as the initial aggregate principal amount of the Borrower Bond), less any amount of such principal amount that has been repaid by the Borrower under this Loan Agreement, and less any adjustment made for low bid or final building costs pursuant to the provisions of N.J.A.C. 7:22-3.26 and the appropriations act of the New Jersey State Legislature authorizing the expenditure of moneys to finance a portion of the Costs of the Project.

"Loan Agreement" means this Loan Agreement, including Schedule A and the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Agreements” means any other loan agreements entered into by and between the State and one or more of the Borrowers pursuant to which the State will make Loans to such Borrowers from moneys on deposit in the State Fund.

“Loan Closing” means the date upon which the Borrower shall deliver its Borrower Bond, as previously authorized, executed and attested, to the State.

“Loan Repayments” means the sum of (i) the repayments of the principal amount of the Loan payable by the Borrower pursuant to Section 3.03(a) of this Loan Agreement and (ii) any late charges incurred hereunder, but shall not include the Administrative Fee.

“Loan Term” means the term of this Loan Agreement provided in Sections 3.01 and 3.03 hereof and in Exhibit A-2 attached hereto and made a part hereof.

“Loans” means the loans made by the State to the Borrowers under the Loan Agreements from moneys on deposit in the State Fund.

“Local Bond Law” means the “Local Bond Law”, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State (codified at N.J.S.A. 40A:2-1 *et seq.*), as the same may from time to time be amended and supplemented.

“Master Program Trust Agreement” means that certain Master Program Trust Agreement, dated as of November 1, 1995, by and among the Trust, the State, United States Trust Company of New York, as Master Program Trustee thereunder, The Bank of New York (NJ), in several capacities thereunder, and First Fidelity Bank, N.A. (predecessor to Wachovia Bank, National Association), in several capacities thereunder, as supplemented by that certain Agreement of Resignation of Outgoing Master Program Trustee, Appointment of Successor Master Program Trustee and Acceptance Agreement, dated as of November 1, 2001, by and among United States Trust Company of New York, as Outgoing Master Program Trustee, State Street Bank and Trust Company, N.A. (predecessor to U.S. Bank Trust National Association), as Successor Master Program Trustee, and the Trust, as the same may be amended and supplemented from time to time in accordance with its terms.

“Prime Rate” means the prevailing commercial interest rate announced by the Trustee from time to time in the State as its prime lending rate.

“Project” means the Environmental Infrastructure Facilities of the Borrower described in Exhibit A-1 attached hereto and made a part hereof, which constitutes a project for which the State is permitted to make a loan to the Borrower pursuant to the Bond Act and the Regulations, all or a portion of the Costs of which is financed or refinanced by the State through the making of the Loan under this Loan Agreement and which may be identified under either the Drinking Water or Clean Water Project Lists with the Project Number specified in Exhibit A-1 attached hereto.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated under N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey, acting, unless otherwise specifically indicated, by and through the Department, and its successors and assigns.

“State Bonds” means State of New Jersey general obligation bonds authorized by the Bond Act and the related bond proceedings of the State, together with any refunding bonds executed and delivered pursuant thereto.

“State Fund” means, as applicable, the Clean Water State Revolving Fund, the Wastewater Treatment Fund, the 1992 Wastewater Treatment Fund, the Stormwater Management and Combined Sewer Overflow Abatement Fund or the Water Supply Fund as defined in and as established pursuant to the applicable Bond Act.

“Trust” means the New Jersey Environmental Infrastructure Trust, a public body corporate and politic with corporate succession duly created and validly existing under and by virtue of P.L. 1985, c. 334, as amended (N.J.S.A. 58:11B-1 *et seq.*).

“Trust Loan” means the loan to be made to the Borrower by the Trust pursuant to the Trust Loan Agreement.

“Trust Loan Agreement” means the loan agreement by and between the Borrower and the Trust, expected to be dated as of May 1, 2014 to finance or refinance a portion of the Costs of the Project.

“Trustee” means, initially, U.S. Bank National Association, the Trustee expected to be appointed by the Trust and its successors as Trustee under the Bond Resolution, as provided in Article X of the Bond Resolution.

(b) In addition to the capitalized terms defined in subsection (a) of this Section 1.01, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in Schedule A attached hereto and made a part hereof.

(c) Except as otherwise defined herein or where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

SECTION 2.01. Representations of Borrower. The Borrower represents for the benefit of the State as follows:

(a) Organization and Authority.

(i) The Borrower is an Entity duly created and validly existing under and pursuant to the Constitution and statutes of the State of New Jersey.

(ii) The acting officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in this Loan Agreement either are or, at the time any such action was performed, were the duly appointed or elected officials of such Borrower empowered by applicable New Jersey law and, if applicable, authorized by ordinance or resolution of the Borrower to perform such actions. To the extent any such action was performed by an official no longer the duly acting official of such Borrower, all such actions previously taken by such official are still in full force and effect.

(iii) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Environmental Infrastructure System, to carry on its activities relating thereto, to execute, attest and deliver this Loan Agreement and the Borrower Bond, to sell the Borrower Bond to the State, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Loan Agreement.

(iv) The proceedings of the Borrower's governing body approving this Loan Agreement and the Borrower Bond, authorizing the execution, attestation and delivery of this Loan Agreement and the Borrower Bond, authorizing the sale of the Borrower Bond to the State and authorizing the Borrower to undertake and complete the Project, including, without limitation, the "Proceedings", were duly published in accordance with applicable New Jersey law, and have been duly and lawfully adopted in accordance with the Borrower Enabling Act and other applicable New Jersey law at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable State law and at which quorums were present and acting throughout.

(v) By official action of the Borrower taken prior to or concurrent with the execution and delivery hereof, including, without limitation, the Proceedings, the Borrower has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the execution, attestation, delivery and performance of this Loan Agreement and the transactions contemplated hereby; (B) the issuance of the Borrower Bond and the sale thereof to the State upon the terms set forth herein; and (C) the execution, delivery and due performance of any and all other certificates, agreements and instruments that may be required to be executed, delivered and performed by the

Borrower in order to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.

(vi) This Loan Agreement and the Borrower Bond have each been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower, and the Borrower Bond has been duly sold by the Borrower to the State and duly issued by the Borrower; and assuming that the State has all the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, this Loan Agreement, and assuming further that this Loan Agreement is the legal, valid and binding obligation of the State, enforceable against the State in accordance with its terms, each of this Loan Agreement and the Borrower Bond constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights; and the information contained under "Description of Loan" in Exhibit A-2 attached hereto and made a part hereof is true and accurate in all respects.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the State in writing on the Borrower's application for the Loan or otherwise that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or the ability of the Borrower to make all Loan Repayments or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect (i) the undertaking or completion of the Project, (ii) the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, (iii) the ability of the Borrower to make all Loan Repayments, (iv) the authorization, execution, attestation or delivery of this Loan Agreement or the Borrower Bond, (v) the issuance of the Borrower Bond and the sale thereof to the State or (vi) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond, which proceedings have not been previously disclosed in writing to the State either in the Borrower's application for the Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. (i) The authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond by the Borrower and the sale of the Borrower Bond to the State, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder and thereunder, (iii) the consummation of the transactions provided for in this Loan Agreement and the Borrower Bond, and (iv) the undertaking and completion of the Project will not (A) other than the lien, charge or encumbrance created hereby, by the Borrower Bond and by any other outstanding debt obligations of the Borrower that are at parity with the Borrower Bond as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the

creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the sale of the Borrower Bond to the State or the receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, its Environmental Infrastructure System or its properties may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System or the ability of the Borrower to make all Loan Repayments, to pay all other amounts due hereunder or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, for the sale of the Borrower Bond to the State, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond and for the undertaking or completion of the Project and the financing or refinancing thereof, including, but not limited to, the approval by the Local Finance Board in the Division of Local Government Services in the New Jersey Department of Community Affairs (the "Local Finance Board") of the issuance by the Borrower of the Borrower Bond to the State and any other approvals required therefor by the Local Finance Board; and the Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the sale of the Borrower Bond to the State, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law. The Borrower:

(i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its properties or for the conduct of its activities that, if not obtained, would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the State as described in Exhibit B attached hereto and made a part hereof (i) to finance or refinance a portion of the Costs of the Borrower's Project; and (ii) where applicable, to reimburse the Borrower for a portion of the Costs of the Borrower's Project, which portion was paid or incurred in anticipation of reimbursement by the State and is eligible for such reimbursement under and pursuant to the Regulations, the Code and any other applicable law. All of such costs constitute Costs for which the State is authorized to make Loans to the Borrower pursuant to the Bond Act and the Regulations.

SECTION 2.02. Particular Covenants of Borrower.

(a) Full Faith and Credit Pledge. The Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal of the Borrower Bond and all other amounts due under the Borrower Bond, which Borrower Bond shall secure the Loan Repayments and all other amounts due under this Loan Agreement according to its terms.

(b) Performance Under Loan Agreement; Rates. The Borrower covenants and agrees (i) to comply with all applicable state and federal laws, rules and regulations in the performance of this Loan Agreement; (ii) to cooperate with the State in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the State under this Loan Agreement; and (iii) to establish, levy and collect rents, rates and other charges for the products and services provided by its Environmental Infrastructure System, which rents, rates and other charges, together with any other moneys available for the purpose, shall be at least sufficient to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond ordinance, resolution, trust indenture or other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued or to be issued by the Borrower, including without limitation rents, rates and other charges, together with other available moneys, sufficient to pay the principal of, and interest if any on, the Borrower Bond, plus all other amounts due hereunder.

(c) Completion of Project and Provision of Moneys Therefor. The Borrower covenants and agrees (i) to exercise its best efforts in accordance with prudent environmental infrastructure utility practice to complete the Project and to accomplish such completion on or before the estimated Project completion date set forth in Exhibit G hereto and made a part hereof; (ii) to comply with the terms and provisions contained in Exhibit G hereto; and (iii) to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives under the Loan and Trust Loan, required to complete the Project.

(d) Disposition of Environmental Infrastructure System. The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System except on ninety (90) days' prior written notice to the State, and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the Borrower shall, in accordance with Section 4.02 hereof, assign this Loan Agreement and the Borrower Bond and its rights and interests hereunder and thereunder to the purchaser or lessee of the Environmental Infrastructure System, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement and the Borrower Bond.

(e) Reserved.

(f) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with prudent environmental infrastructure utility practice, (i) at all times operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner, (ii) maintain its Environmental Infrastructure System in good repair, working order and operating condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its Environmental Infrastructure System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

(g) Records and Accounts.

(i) The Borrower shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records") separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be audited annually by an independent registered municipal accountant or certified public accountant, which may be part of the annual audit of the General Records of the Borrower. Such System Records and General Records shall be made available for inspection by the State at any reasonable time upon prior written notice, and a copy of such annual audit(s) therefor, including all written comments and recommendations of such accountant, shall be furnished to the State within 150 days of the close of the fiscal year being so audited or, with the consent of the State, such additional period as may be provided by law.

(ii) Within thirty (30) days following receipt of any Loan proceeds, including without limitation the "Allowance for Administrative Costs" or the "Allowance for Planning and Design" set forth in Exhibit B hereto, the Borrower shall allocate such proceeds to an expenditures in a manner that satisfies the requirements of Treasury

Regulation §1.148-6(d) and transmit a copy of each such allocation to the State. No portion of the Allowance for Administrative Costs will be allocated to a cost other than a cost described in N.J.A.C. 7:22-5.11(a) 3, 4, 5 or 6. No portion of the Allowance for Planning and Design will be allocated to a cost other than a cost described N.J.A.C. 7:22-5.12, or other costs of the Borrower's Environmental Infrastructure System which are "capital expenditures", within the meaning of Treasury Regulations §1.150-1. The Borrower shall retain records of such allocations for at least until the date that is three years after the scheduled maturity date of the Loan. The Borrower shall make such records available to the State within 15 days of any request by the State.

(h) Inspections; Information. The Borrower shall permit the State and any party designated by the State, at any and all reasonable times during construction of the Project and thereafter upon prior written notice, to examine, visit and inspect the property, if any, constituting the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the State may reasonably require in connection therewith.

(i) Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining Environmental Infrastructure Facilities of the nature of the Borrower's Environmental Infrastructure System, including liability coverage, all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements.

(j) Costs of Project. The Borrower certifies that the building cost of the Project, as listed in Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation thereof, and it will supply to the State a certificate from a licensed professional engineer authorized to practice in the State stating that such building cost is a reasonable and accurate estimation and that the useful life of the Project exceeds the maturity date of the Borrower Bond.

(k) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized, executed and attested) at the Loan Closing, the Borrower will cause to be delivered to the State each of the following items:

(i) an opinion of the Borrower's bond counsel substantially in the form of Exhibit E hereto; provided, however, that the State may permit portions of such opinion to be rendered by general counsel to the Borrower and may permit variances in such opinion from the form set forth in Exhibit E if such variances are acceptable to the State;

(ii) counterparts of this Loan Agreement as previously executed and attested by the parties hereto;

(iii) copies of those ordinances and/or resolutions finally adopted by the governing body of the Borrower and requested by the State, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of

this Loan Agreement, (B) the ordinances and resolutions of the Borrower authorizing the execution, attestation, sale and delivery of the Borrower Bond to the State, (C) the resolution of the Borrower, if any, confirming the details of the sale of the Borrower Bond to the State, (D) the resolution of the Borrower, if any, declaring its official intent to reimburse expenditures for the Costs of the Project from the proceeds of the State Bonds, each of said ordinances and resolutions of the Borrower being certified by an Authorized Officer of the Borrower as of the date of the Loan Closing, (E) the resolution of the Local Finance Board approving the issuance by the Borrower of the Borrower Bond to the State and setting forth any other approvals required therefor by the Local Finance Board, and (F) any other Proceedings;

(iv) the certificates of insurance coverage as required pursuant to the terms of Section 3.06(c) hereof and such other certificates, documents, opinions and information as the State may require in Exhibit F hereto, if any; and

(v) if the Loan is being made to reimburse the Borrower for all or a portion of the Costs of the Borrower's Project or to refinance indebtedness or reimburse the Borrower for the repayment of indebtedness previously incurred by the Borrower to finance all or a portion of the Costs of the Borrower's Project, an opinion of Bond Counsel, in form and substance satisfactory to the State, to the effect that such reimbursement or refinancing will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the State Bonds.

(l) Execution and Delivery of Borrower Bond. Concurrently with the delivery of this Loan Agreement at the Loan Closing, the Borrower shall also deliver to the State the Borrower Bond, as previously executed and attested.

(m) Notice of Material Adverse Change. The Borrower shall promptly notify the State of any material adverse change in the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or in the ability of the Borrower to make all Loan Repayments and otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(n) Trust Loan Agreement. The Borrower covenants that it will enter into a Trust Loan Agreement on or prior to the date that is one year following the Dated Date of this Loan Agreement.

(o) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(p) Additional Covenants and Requirements. (i) No later than the Loan Closing and, if necessary, in connection with making of the Loan, additional covenants and requirements have been included in Exhibit F hereto and made a part hereof. Such covenants and requirements may include, but need not be limited to, the maintenance of specified levels of Environmental Infrastructure System rates, the issuance of additional debt of the Borrower, and the transfer of

revenues and receipts from the Borrower's Environmental Infrastructure System. The Borrower agrees to observe and comply with each such additional covenant and requirement, if any, included in Exhibit F hereto. (ii) Additional defined terms, covenants, representations and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenants, representations and requirements are incorporated in this Loan Agreement by reference thereto as if set forth in full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant, representation and requirement included in Schedule A as if the same were set forth in their entirety herein.

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. Loan; Loan Term. The State hereby agrees to make the Loan as described in Exhibit A-2 hereof and to disburse proceeds of the Loan to the Borrower in accordance with Section 3.02 and Exhibit C hereof, and the Borrower hereby agrees to borrow and accept the Loan from the State upon the terms set forth in Exhibit A-2 attached hereto and made a part hereof; provided, however, that the State shall be under no obligation to make the Loan if (a) at the Loan Closing, the Borrower does not deliver to the State a Borrower Bond and such other documents required under Section 2.02(k) hereof, or (b) an Event of Default has occurred and is continuing under this Loan Agreement. Although the State intends to disburse proceeds of the Loan to the Borrower at the times and up to the amounts set forth in Exhibit C to pay a portion of the Costs of the Project, due to unforeseen circumstances there may not be a sufficient amount on deposit in the State Fund on any date to make the disbursement in such amount. Nevertheless, the Borrower agrees that the aggregate principal amount set forth in Exhibit A-2-1 hereto shall constitute the initial principal amount of the Loan (as the same may be adjusted downward in accordance with the definition thereof), and the State shall have no obligation thereafter to loan any additional amounts to the Borrower.

The Borrower shall have no legal or equitable interest in the Federal Funds received by and available to the State or in moneys from repayments of loans previously made from the State Fund by the State.

The Borrower shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

The payment obligations created under this Loan Agreement and the obligations to pay the principal of and other amounts due under the Borrower Bond are each direct, general, irrevocable and unconditional obligations of the Borrower payable from any source legally available to the Borrower, including, without limitation, the general tax revenues of the Borrower, and the Borrower shall, if necessary, levy *ad valorem* taxes upon all the taxable property within the Borrower for the payment of such obligations, without limitation as to rate or amount.

SECTION 3.02. Disbursement of Loan Proceeds.

(a) The State shall disburse the amounts on deposit in the State Fund earmarked for the Loan to the Borrower in accordance with the terms hereof. Before each and every disbursement of the proceeds of the Loan by the State to the Borrower, the Borrower shall in accordance with the procedures set forth in the Regulations submit to the State a requisition executed by an Authorized Officer of the Borrower.

(b) The State shall not be under any obligation to disburse any Loan proceeds to the Borrower under this Loan Agreement, unless:

(i) the Loan Closing shall have occurred on the date established therefor by the State;

(ii) there shall be moneys available in the State Fund from time to time to fund the Loan, as determined solely by the State;

(iii) in accordance with the "New Jersey Environmental Infrastructure Trust Act", P.L. 1985, c. 334, as amended (N.J.S.A. 58:11B-1 *et seq.*), and the Regulations, the Borrower shall have timely applied for, shall have been awarded and, on or prior to the date that is one year after the date of the Loan Closing, shall have closed a Trust Loan for a portion of the Allowable Costs (as defined in such Regulations) of the Project in an amount not in excess of the amount of Allowable Costs of the Project financed by the Loan from the State, plus the amount of: (i) capitalized interest during the Project construction period, if any, (ii) the cost of funding reserve capacity for the Project, if any, as well as that portion of the Debt Service Reserve Fund (as defined in the Trust Loan Agreement) (to the extent the Trust establishes a Debt Service Reserve Fund pursuant to the Bond Resolution) attributable to the cost of funding such reserve capacity for the Project, and (iii) certain issuance expenses related thereto;

(iv) the Borrower shall have funds available to pay for the greater of (A) that portion of the total Costs of the Project that is not eligible to be funded from the Loan or the Trust Loan, or (B) that portion of the total Costs of the Project that exceeds the actual amounts of the loan commitments made by the State and the Trust, respectively, for the Loan and the Trust Loan; and

(v) no Event of Default nor any event that, with the passage of time or service of notice or both, would constitute an Event of Default shall have occurred and be continuing hereunder.

SECTION 3.03. Amounts Payable; Principal Forgiveness.

(a) The Borrower shall repay the Loan at zero-interest in principal installments payable to the Trustee semiannually on the Principal Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof, as the same may be amended or modified by the State, in particular, without limitation, (i) as provided in paragraph (b) of this Section 3.03, and (ii) to make any adjustments to the amount of the Loan in accordance with the definition thereof; provided, however, that the amount of any reduction in the principal amount of the Loan pursuant to N.J.A.C. 7:22-3.26 shall be credited to the principal payments set forth in Exhibit A-2 in inverse order of their maturity. The obligations of the Borrower under the Borrower Bond shall be deemed to be amounts payable under this Section 3.03. Each payment made to the Trustee pursuant to the Borrower Bond shall be deemed to be a credit against the corresponding obligation of the Borrower under this Section 3.03, and any such payment made to the Trustee shall fulfill the Borrower's obligation to pay such amount hereunder and under the Borrower Bond. Each payment made to the Trustee pursuant to this Section 3.03 shall be applied to the principal of the Loan.

(b) Prior to the date on which the Borrower and the Trust execute and deliver the Trust Loan Agreement, the Loan shall be repaid in accordance with the schedule set forth in Exhibit A-2-1 hereto. On the date on which the Borrower and the Trust execute and deliver the Trust Loan Agreement, the State shall forgive a portion of the principal of the Loan, in the

amount set forth in Exhibit B hereto. Subsequent to such date, the Loan shall be repaid in accordance with the schedule set forth in Exhibit A-2-2 hereto.

(c) In addition to the principal payments on the Loan required by subsection (a) of this Section 3.03, the Borrower shall pay a late charge for any such payment that is received by the Trustee later than the tenth (10th) day following its due date in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one half of one percent per annum on such late payment from its due date to the date actually paid; provided, however, that such late charge payable on the Loan shall not be in excess of the maximum interest rate permitted by law.

(d) In addition to the Loan Repayments payable under subsections (a), (b) and (c) of this Section 3.03, the Borrower shall pay one-half of the Administrative Fee, if any, to the Trustee semiannually on each February 1 and August 1, commencing August 1, 2014, as further described in Exhibit B hereto.

(e) Upon thirty (30) days prior written notice to the Borrower, an Authorized Officer of the State may, in the sole discretion of such Authorized Officer, prescribe the particular method by which payments pursuant to, and in satisfaction of, this Section 3.03 shall be made by the Borrower. Such method as prescribed by an Authorized Officer of the State may include, without limitation, the automatic debit by the State or the Trustee of the respective amounts of such payments, as required by this Section 3.03, from an account that shall be identified by the Borrower in writing and recorded on file with the State. In the absence of any such written notice to the Borrower by an Authorized Officer of the State pursuant to this subsection (e), the Borrower shall implement the payments required pursuant to, and in satisfaction of, this Section 3.03 either via electronic transfer of immediately available funds or via check.

SECTION 3.03A. Amounts on Deposit in Project Loan Account after Completion of Project Draws.

(a) If, on the date which is one hundred eighty (180) days following the final date on which a disbursement of Loan proceeds is scheduled to be made pursuant to the original draw schedule contained in Exhibit C hereto, any amounts remain on deposit in the Borrower's Project Loan Account, the Borrower shall provide to the Trust and the Department a certificate of an Authorized Officer of the Borrower (i) stating that the Borrower has not yet completed the Project, (ii) stating that the Borrower intends to complete the Project, (iii) setting forth the amount of remaining Loan Proceeds required to complete the Project, and (iv) providing a revised draw schedule, in a form similar to Exhibit C hereto and approved by the Department.

(b) If, on the date which is one hundred eighty (180) days following the final date on which a disbursement of Loan proceeds is scheduled to be made pursuant to a revised draw schedule certified to the Trust and the Department in accordance with Section 3.03A(a) hereof, any amounts remain on deposit in the Borrower's Project Loan Account, the Borrower shall provide to the Trust and the Department a certificate of an Authorized Officer of the Borrower (i) stating that the Borrower has not yet completed the Project, (ii) stating that the Borrower intends to complete the Project, (iii) setting forth the amount of remaining Loan Proceeds required to complete the Project, and (iv) providing a revised draw schedule, in a form similar to Exhibit C hereto and approved by the Department.

(c) If (i) the Borrower fails to provide the certificate described in paragraphs (a) or (b) of this Section 3.03A, when due, or (ii) a certificate provided pursuant to paragraphs (a) or (b) of this Section 3.03A states that the Borrower does not require all or any portion of the amount on deposit in the Project Loan Account for completion of the Project, or (iii) on the date which is one hundred eighty (180) days following the final date on which a disbursement of Loan proceeds is scheduled to be made pursuant to a revised draw schedule certified to the Trust and the Department in accordance with Section 3.03A(b) hereof, any amounts remain on deposit in the Borrower's Project Loan Account, then such amounts on deposit in the Project Loan Account, which are amounts that have not been certified by an Authorized Officer of the Borrower as being required to complete the Project ("Excess Project Funds"), be applied by the State as a prepayment of the Borrower's Loan Repayments, and shall be applied to the principal payments (including premium, if any) on the Loan in inverse order of their maturity.

SECTION 3.04. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any Loan Repayments remain unpaid, for any reason, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the State to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the State, the Trustee or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. The Borrower shall not be obligated to make any payments required to be made by any other Borrowers under separate Loan Agreements.

SECTION 3.05. Loan Agreement to Survive Loan. The Borrower acknowledges that its duties, covenants, obligations and agreements set forth in Sections 3.06(a) and (b) hereof shall survive the payment in full of the Loan.

SECTION 3.06. Disclaimer of Warranties and Indemnification.

(a) The Borrower acknowledges and agrees that: (i) the State does not make any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Environmental Infrastructure System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the State or its agents be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Environmental Infrastructure System or the Project or any item or products or services provided for in this Loan Agreement; and (iii) to the fullest extent permitted by law, the

Borrower shall indemnify and hold the State harmless against, and the Borrower shall pay any and all, liability, loss, cost, damage, claim, judgment or expense of any and all kinds or nature and however arising and imposed by law, which the State may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Borrower, the Borrower's ownership of the Environmental Infrastructure System or the Project, or the acquisition, construction or installation of the Project.

(b) It is mutually agreed by the Borrower and the State that the State and its commissioners, officers, agents, servants or employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed under this Loan Agreement and any claim or suit of whatsoever nature, except in the event of loss or damage resulting from their own negligence or willful misconduct.

(c) In connection with its obligation to provide the insurance required under Section 2.02(i) hereof: (i) the Borrower shall include, or cause to be included, the State and its employees and officers as additional "named insureds" on (A) any certificate of liability insurance procured by the Borrower (or other similar document evidencing the liability insurance coverage procured by the Borrower) and (B) any certificate of liability insurance procured by any contractor or subcontractor for the Project, and from the later of the date of the Loan Closing or the date of the initiation of construction of the Project until the date the Borrower receives the written certificate of Project completion from the State, the Borrower shall maintain said liability insurance covering the State and said employees and officers in good standing; and (ii) the Borrower shall include the State as an additional "named insured" on any certificate of insurance providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, and during the Loan Term the Borrower shall maintain said insurance covering the State in good standing.

The Borrower shall provide the State with a copy of each of any such original, supplemental, amendatory or reissued certificates of insurance (or other similar documents evidencing the insurance coverage) required pursuant to this Section 3.06(c).

SECTION 3.07. Option to Prepay Loan Repayments. The Borrower may prepay the Loan Repayments, in whole or in part, upon not less than ninety (90) days' prior written notice to the State; provided, however, that, with respect to any prepayment other than those required by Section 3.03A hereof, any such full or partial prepayment may only be made (i) if the Borrower is not then in arrears on its Trust Loan, (ii) if the Borrower is contemporaneously making a full or partial prepayment of the Trust Loan such that, after the prepayment of the Loan and the Trust Loan, the Trust gives its consent required under Section 3.07(iii) of the Trust Loan Agreement, and (iii) upon the prior written approval of the State. Prepayments shall be applied to the principal payments on the portion of the Loan to be prepaid in inverse order of their maturity.

SECTION 3.08. Priority of Loan and Trust Loan.

(a) The Borrower hereby agrees that, to the extent allowed by law, including, without limitation, the appropriations act of the New Jersey State Legislature authorizing the expenditure

of Trust bond proceeds to finance a portion of the Costs of the Project, any loan repayments then due and payable on the Borrower's Trust Loan, including, without limitation, any administrative fees and any late payment charges then due and payable under the Trust Loan Agreement, shall be satisfied by the Trustee before any Loan Repayments then due and payable hereunder on the Loan shall be satisfied by the Trustee. The Borrower agrees not to interfere with any such action by the Trustee.

(b) The Borrower hereby acknowledges that in the event the Borrower fails or is unable to pay promptly to the Trust in full any loan repayments on the Trust Loan, then any Loan Repayments paid by the Borrower on the Loan under this Loan Agreement and received by the Trustee during the time of any such loan repayment deficiency under the Trust Loan Agreement shall be applied by the Trustee *first* to satisfy such Trust Loan Agreement loan repayment deficiency as a credit against the obligations of the Borrower to make loan repayments of that portion of interest under the Trust Loan Agreement that is allocable to the interest payable on the Trust Bonds (as defined in the Trust Loan Agreement) and to make payments of that portion of interest under the bond issued by the Borrower to the Trust that is allocable to the interest payable on the Trust Bonds, *second*, to the extent available, to make loan repayments of principal under the Trust Loan Agreement and payments of principal on the bond issued by the Borrower to the Trust pursuant to the Trust Loan Agreement, *third*, to the extent available, to the payment of the administrative fee payable under the Trust Loan Agreement and to make payments of that portion of interest under the bond issued by the Borrower to the Trust that is allocable to the administrative fee payable under the Trust Loan Agreement, *fourth*, to the extent available, to the payment of late charges payable under the Trust Loan Agreement and to make payments of that portion of interest under the bond issued by the Borrower to the Trust that is allocable to the late charges payable under the Trust Loan Agreement, and *finally*, to the extent available, to make Loan Repayments on the Loan.

(c) The Borrower hereby further acknowledges that any Loan Repayments paid by the Borrower on the Loan under this Loan Agreement shall be applied according to the provisions of the Master Program Trust Agreement.

SECTION 3.09. Approval of the New Jersey State Treasurer. The Borrower and the State hereby acknowledge that prior to or simultaneously with the Loan Closing the New Jersey State Treasurer, in satisfaction of the requirements of Section 9a of the Act, issued the "Certificate of the New Jersey State Treasurer Regarding the Approval of the Trust Loan and the Fund Loan" (the "Treasurer's Certificate"). Pursuant to the terms of the Treasurer's Certificate, the New Jersey State Treasurer approved the Loan and the terms and conditions thereof as established by the provisions of this Loan Agreement.

ARTICLE IV

ASSIGNMENT OF LOAN AGREEMENT AND BORROWER BOND

SECTION 4.01. Assignment and Transfer by State. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement and the Borrower Bond that the State deems to be necessary in connection with the environmental infrastructure loan program of the State under the Bond Act, including the issuance of additional State Bonds.

SECTION 4.02. Assignment by Borrower. Neither this Loan Agreement nor the Borrower Bond may be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (i) the State shall have approved said assignment in writing; (ii) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, obligations and agreements under this Loan Agreement and, to the extent permitted under applicable law, the Borrower Bond; and (iii) immediately after such assignment, the assignee shall not be in default in the observance or performance of any duties, covenants, obligations or agreements of the Borrower under this Loan Agreement or the Borrower Bond.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due, which failure shall continue for a period of fifteen (15) days;

(b) failure by the Borrower to pay, or cause to be paid, any late charges incurred hereunder or any portion thereof when due or to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsection (a) of this Section 5.01 or other than the obligations of the Borrower contained in Section 2.02(c)(ii) hereof and in Exhibit F hereto, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the State, unless the State shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the State may not unreasonably withhold its consent to an extension of such time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Event of Default is corrected;

(c) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect;

(d) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee, but not including a takeover by the Division of Local Government Services in the New Jersey Department of Community Affairs) of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days;

(e) the Borrower shall generally fail to pay its debts as such debts become due;

(f) failure on the part of the Borrower to execute and deliver the Trust Loan Agreement, or failure on the part of the Borrower to satisfy any of the conditions precedent to the execution and delivery by the Trust of the Trust Loan Agreement (as such conditions precedent are set forth therein), on or prior to the date that is one year after the Loan Closing; and

(g) failure of the Borrower to observe or perform such additional duties, covenants, obligations, agreements or conditions as are required by the State and specified in Exhibit F attached hereto and made a part hereof.

SECTION 5.02. Notice of Default. The Borrower shall give the State prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the State shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder.

In addition, if an Event of Default referred to in Section 5.01(a) or (f) hereof shall have occurred and be continuing, the State shall, to the extent allowed by applicable law, have the right to declare all Loan Repayments and all other amounts due hereunder (including, without limitation, payments under the Borrower Bond) to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

SECTION 5.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the State the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by the State in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of the observation or performance of any other duties, covenants, obligations or agreements of the Borrower upon an Event of Default.

SECTION 5.05. Application of Moneys. Any moneys collected by the State pursuant to Section 5.03 hereof shall be applied (a) *first* to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 5.04 hereof, (b) *second*, to the extent available, to pay principal due and payable on the Loan (to the extent permitted by Section 3.08(b) hereof), (c) *third*, to the extent available, to pay any other amounts due and payable hereunder, and (d) *fourth*, to the extent available, to pay principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

SECTION 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the State is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the State to exercise any remedy reserved to it in this Article V, it shall not be necessary to give any notice other than such notice as may be required in this Article V.

SECTION 5.07. Retention of State's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the State shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the State may, in its discretion, deem necessary to enforce the obligations of the Borrower to the State pursuant to Section 5.03 hereof.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified in Exhibit A-1 attached hereto and made a part hereof and to the State and the Trustee at the following addresses:

(a) State:

New Jersey Department of Environmental Protection
Municipal Finance and Construction Element
401 East State Street – 3rd Floor
Trenton, New Jersey 08625-0425
Attention: Assistant Director

New Jersey Department of the Treasury
Office of Public Finance
State Street Square – 5th Floor
Trenton, New Jersey 08625-0002
Attention: Director

(b) Trustee:

U.S. Bank National Association
21 South Street, 3rd Floor
Morristown, New Jersey 07960
Attention: Corporate Trust Department

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the others.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the State and the Borrower and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the State and the Borrower.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Bond Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as part of this Loan Agreement.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the State.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Borrower shall, at the request of the State, authorize, execute, attest, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Borrower Bond.

IN WITNESS WHEREOF, the State and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

**THE STATE OF NEW JERSEY
ACTING BY AND THROUGH THE
NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

[SEAL]

By: _____
Michele N. Siekerka, Esq.
Deputy Commissioner
Department of Environmental
Protection

ATTEST:

Eugene J. Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element,
Department of Environmental Protection

[NAME OF BORROWER]

[SEAL]

By: _____
Authorized Officer

ATTEST:

Authorized Officer

SCHEDULE A

Certain Additional Loan Agreement Provisions

EXHIBIT A-1

Description of Project and Environmental Infrastructure System

EXHIBIT A-2

Description of Loan

See Schedules to Specimen Borrower Bond (Exhibit D hereto)

A-2-1
A-2-2

EXHIBIT B

Basis for Determination of Allowable Project Costs

EXHIBIT C

Estimated Disbursement Schedule

EXHIBIT D

Specimen Borrower Bond

[ASSESSMENT] [SELF-LIQUIDATING] [QUALIFIED] BORROWER BOND

FOR VALUE RECEIVED, the [NAME OF BORROWER], a [municipal corporation] [political subdivision] duly created and validly existing under the Constitution and laws of the State of New Jersey (the "Borrower"), hereby promises to pay to the order of the State of New Jersey (the "State") the principal amount of [] Dollars (\$[]), or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Loan Agreement, plus any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein. The Borrower irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal of, and all other amounts due under, this Borrower Bond and the Loan Agreement according to their respective terms.

This Borrower Bond is issued pursuant to ["Local Bond Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:2-1 *et seq.*)], the "Municipal Qualified Bond Act", P.L. 1976, c. 38, as amended (N.J.S.A. 40A:3-1 *et seq.*)] other applicable law and the Loan Agreement dated as of [insert date of Fund Loan Closing], 2014 by and between the State, acting by and through the New Jersey Department of Environmental Protection, and the Borrower (the "Loan Agreement"). This Borrower Bond is issued in consideration of the loan made under the Loan Agreement (the "Loan") to evidence the payment obligations of the Borrower set forth therein. [As a qualified bond issued under Title 40A of the New Jersey Statutes, this Borrower Bond is entitled to the benefits of the provisions of the Municipal Qualified Bond Act, codified at N.J.S.A. 40A:3-1 *et seq.*] Payments under this Borrower Bond shall, except as otherwise provided in the Loan Agreement, be made directly to the Trustee (as defined in the Loan Agreement) for the account of the State. This Borrower Bond is subject to assignment or endorsement in accordance with the terms of the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Borrower Bond.

Pursuant to the Loan Agreement, disbursements shall be made by the State to the Borrower upon receipt by the State of requisitions from the Borrower executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Borrower Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the State under the Loan Agreement or under any other agreement between the Borrower and the State or out of any indebtedness or liability at any time owing to the Borrower by the State or for any other reason.

This Borrower Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Borrower Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

To the extent provided by law, this Borrower Bond is junior and subordinate in all respects to any bonds of the Borrower to be issued to the New Jersey Environmental Infrastructure Trust, on or prior to the date that is one year after the date hereof, as to lien on, and source and security for payment from, the general tax revenues of the Borrower.

IN WITNESS WHEREOF, the Borrower has caused this Borrower Bond to be duly executed, sealed and delivered as [insert date of Fund Loan Closing], 2014.

[NAME OF BORROWER]

[SEAL]

By: _____
Mayor

ATTEST:

Clerk

By: _____
[Treasurer] [Chief Financial Officer]

EXHIBIT E

Opinions of Borrower's Bond Counsel and General Counsel

See Closing Item __

[LETTERHEAD OF COUNSEL TO BORROWER]

[Date of Fund Loan Closing]

State of New Jersey
Department of Environmental Protection
401 East State Street
Trenton, New Jersey 08625

Ladies and Gentlemen:

We have acted as counsel to the [Name of Borrower], a [municipal corporation] [political subdivision] of the State of New Jersey (the "Borrower"), which has entered into a Loan Agreement (as hereinafter defined) with the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), and have acted as such in connection with the authorization, execution, attestation and delivery by the Borrower of its Loan Agreement and Borrower Bond (as hereinafter defined). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

In so acting, we have examined the Constitution and laws of the State of New Jersey, including, without limitation, the "Local Bond Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:2-1 *et seq.*), the "Municipal Qualified Bond Act", P.L. 1976, c. 38, as amended (N.J.S.A. 40A:3-1 *et seq.*), and the various ordinances and resolutions of the Borrower identified herein. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

- (a) the Loan Agreement dated as of [insert date of Fund Loan Closing], 2014 (the "Loan Agreement") by and between the State and the Borrower;
- (b) the proceedings of the governing body of the Borrower relating to the approval of the Loan Agreement and the execution, attestation and delivery thereof on behalf of the Borrower and the authorization of the undertaking and completion of the Project;
- (c) the Borrower Bond dated [insert date of Fund Loan Closing], 2014 (the "Borrower Bond") issued by the Borrower to the State to evidence the Loan; and
- (d) the proceedings (together with the proceedings referred to in clause (b) above and Section 5 below, the "Proceedings") of the governing body of the Borrower, including, without limitation, [a] bond ordinance[s] of the Borrower finally adopted on [.....] [and [.....], respectively,] and [respectively] entitled "[TITLE OF ORDINANCE]" [and "[TITLE OF ORDINANCE]"], and [a] resolution[s] of the Borrower adopted pursuant to the provisions of N.J.S.A. [40A:2-26 (f) and] 40A:2-27 on [.....] [and [.....], respectively,] and [respectively] entitled "[TITLE OF RESOLUTION]" [and "[TITLE OF RESOLUTION]"] (collectively, the "Borrower Bond Proceedings"), all relating to the authorization of the Borrower Bond and the sale, execution, attestation and delivery thereof to the State (the Loan Agreement and the Borrower Bond are referred to herein collectively as the "Loan Documents").

We have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates and other instruments, and have made such investigation of law as in our judgment we have deemed necessary or appropriate, to enable us to render the opinions expressed below.

We are of the opinion that:

1. The Borrower is a [municipal corporation] [political subdivision] duly created and validly existing under and pursuant to the Constitution and statutes of the State of New Jersey, with the legal right to carry on the business of its Environmental Infrastructure System as currently being conducted and as proposed to be conducted.

2. The Borrower has full legal right and authority to execute, attest and deliver the Loan Documents, to sell the Borrower Bond to the State, to observe and perform its duties, covenants, obligations and agreements under the Loan Documents and to undertake and complete the Project.

3. The acting officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in the Loan Agreement are, and at the time any such action was performed were, the duly appointed or elected officials of the Borrower empowered by applicable New Jersey law and authorized by ordinance or resolution of the Borrower to perform such actions.

4. The Borrower has unconditionally and irrevocably pledged its full faith and credit and covenanted to exercise its unlimited taxing powers for the punctual payment of the principal of the Borrower Bond and all other amounts due under the Borrower Bond, which Borrower Bond secures the Loan Repayments and all other amounts due under the Loan Documents according to their respective terms. [The Borrower Bond is entitled to the benefits of the Municipal Qualified Bond Act.]

5. The proceedings of the Borrower's governing body (i) approving the Loan Documents, (ii) authorizing their execution, attestation and delivery on behalf of the Borrower, (iii) with respect to the Borrower Bond only, authorizing its sale by the Borrower to the State, (iv) authorizing the Borrower to consummate the transactions contemplated by the Loan Documents, (v) authorizing the Borrower to undertake and complete the Project, and (vi) authorizing the execution and delivery of all other certificates, agreements, documents and instruments in connection with the execution, attestation and delivery of the Loan Documents, have each been duly and lawfully adopted and authorized in accordance with applicable law and applicable ordinances or resolutions of the Borrower, including, without limitation and where applicable, the Local Bond Law [and the Municipal Qualified Bond Act], the Borrower Bond Proceedings and the other Proceedings, which Proceedings constitute all of the actions necessary to be taken by the Borrower to authorize its actions contemplated by clauses (i) through (vi) above and which Proceedings were duly approved and published, where necessary, in accordance with applicable New Jersey law at a meeting or meetings duly called pursuant to necessary public notice and held in accordance with applicable New Jersey law and at which quorums were present and acting throughout.

6. The Loan Documents have been duly authorized, executed, attested and delivered by the Authorized Officers of the Borrower and the Borrower Bond has been duly sold by the Borrower to the State; and assuming in the case of the Loan Agreement that the State has the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, the Loan Agreement, the Loan Documents constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion is rendered as to the availability of any particular remedy.

7. The authorization, execution, attestation and delivery of the Loan Documents by the Borrower and the sale of the Borrower Bond to the State, the observation and performance by the Borrower of its duties, covenants, obligations and agreements thereunder, the consummation of the transactions contemplated therein, and the undertaking and completion of the Project do not and will not (i) result in any breach of any of the terms, conditions or provisions of, or (ii) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

8. All approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Borrower in connection with the authorization, execution, attestation, delivery and performance of the Loan Documents, the sale of the Borrower Bond and the undertaking and completion of the Project have been obtained or made.

9. There is no litigation or other proceeding pending or, to our knowledge, after due inquiry, threatened in any court or other tribunal of competent jurisdiction (either State or federal) (i) questioning the creation, organization or existence of the Borrower, (ii) questioning the validity, legality or enforceability of the Loan or the Loan Documents, (iii) questioning the undertaking or completion of the Project, (iv) otherwise challenging the Borrower's ability to consummate the transactions contemplated by the Loan or the Loan Documents, or (v) that, if adversely decided, would have a materially adverse impact on the financial condition of the Borrower.

10. Other than its bond, expected to be dated May 21, 2014, to be issued to the New Jersey Environmental Infrastructure Trust, the Borrower has no bonds, notes or other debt obligations outstanding that are superior or senior to the Borrower Bond as to lien on, and source and security for payment thereof from, the general tax revenues of the Borrower.

[11. To the best of our knowledge, upon due inquiry, (i) all representations made by the Borrower contained within [subsections (e) and (g) of Section 2.02 and, if applicable,] Exhibit F of the Loan Agreement are true, accurate and complete, and (ii) all expectations contained therein are reasonable, and we know of no reason why the Borrower would be unable to comply on a continuing basis with the covenants contained within [subsections (e) and (g) of Section 2.02 and, if applicable,] Exhibit F of the Loan Agreement.]

[12. Assuming that (i) the Borrower complies on a continuing basis with the covenants contained in subsections (e) and (g) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement, (ii) interest on the State Bonds is otherwise excluded from gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and (iii) the proceeds of the State Bonds loaned to the Borrower represent all of the proceeds of the State Bonds, the application of the proceeds of the Loan for their intended purposes will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the State Bonds and no portion of the State Bonds will be used in a private use, within the meaning of Section 141 of the Code.]

We hereby authorize McCarter & English, LLP, acting as bond counsel to the State in connection with the Loan, [and] the Attorney General of the State of New Jersey, acting as general counsel to the State in connection with the Loan, [and any counsel that shall act as special counsel to the State of New Jersey in connection with the issuance and sale of State Bonds (the proceeds of which will be used to fund the Loan)] to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

Additional Covenants and Requirements

EXHIBIT G

**General Administrative Requirements for the
State Environmental Infrastructure Financing Program**

Exhibit C

ESCROW AGREEMENT

by and among

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST,

**THE STATE OF NEW JERSEY,
acting by and through the New Jersey Department of Environmental Protection,**

[NAME OF BORROWER]

and

**U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent**

DATED: [insert date of Escrow Closing], 2014

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement"), made and entered into on the Escrow Closing Date (as hereinafter defined) by and among NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, a public body corporate and politic with corporate succession duly created and validly existing under the laws of the State of New Jersey (the "Trust"), THE STATE OF NEW JERSEY, acting by and through the New Jersey Department of Environmental Protection (the "State"), the BORROWER (as hereinafter defined) and U.S. Bank National Association, a national banking association duly organized and validly existing under the laws of the United States of America, as Escrow Agent (the "Escrow Agent");

WITNESSETH THAT:

WHEREAS, on the date hereof, the Borrower has obtained a Loan from the State (the "Fund Loan") under the "State Fiscal Year 2014 New Jersey Environmental Infrastructure Financing Program" (the "Program"), pursuant to a loan agreement, dated as of the date hereof, by and between the State and the Borrower (the "Fund Loan Agreement"); and

WHEREAS, the Borrower is undertaking to obtain a loan from the Trust (a "Trust Loan") under the Program; and

WHEREAS, the receipt by the Borrower of the Trust Loan, within one year of the date of receipt by the Borrower of the Fund Loan, is a condition precedent to the forgiveness by the State of a portion of the initial principal amount of the Fund Loan, pursuant to and in accordance with the terms of the Fund Loan Agreement; and

WHEREAS, as one of the preconditions to the making of the Trust Loan, the Trust and the State are requiring that the Borrower execute and attest the loan agreement required in connection with such loan, and produce a validly executed and attested bond evidencing such loan, simultaneously with the making of the Fund Loan, and prior to the Trust undertaking to publish the notice of sale for the bonds it intends to issue to fund the Trust Loan (the "Trust Bonds").

NOW, THEREFORE, for and in consideration of the mutual duties, covenants, obligations and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent

For the purposes and subject to the terms and conditions set forth in this Escrow Agreement, the Trust and the Borrower hereby agree to the appointment of U.S. Bank National Association, as Escrow Agent, and the Escrow Agent hereby accepts such appointment. The Escrow Agent agrees to act as agent for the Trust and the Borrower and shall possess and administer the Escrowed Documents (as defined in Section 2 hereof) in accordance with the instructions set forth in this Escrow Agreement. Certain capitalized terms used herein shall have the meanings ascribed to such terms in Schedule A attached hereto and made a part hereof. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in both the Trust Loan Agreement and the Fund Loan Agreement (as hereinafter defined).

2. Escrowed Documents

On the date hereof, the Trust, the State and the Borrower have jointly delivered the following documents (together with the Borrower's counsel opinions referred to in this Section 2, the "Escrowed Documents") to the Escrow Agent in the respective forms described below:

(a) a fully authorized, executed and attested loan agreement with respect to the Trust Loan by and between the Trust and the Borrower, which will be dated as of May 1, 2014 (the "Trust Loan Agreement"), which Trust Loan Agreement is true, accurate and complete in all respects, except for Exhibit A-2 thereto with respect to the principal amount of and the Trust Bond Loan Repayments (as defined in the Trust Loan Agreement) schedule for the Trust Loan to be made under said Trust Loan Agreement (which Exhibit A-2 (including the Trust Loan principal amount) shall be provided to the Escrow Agent by the Trust pursuant to Section 3 hereof); and

(b) a fully authorized, executed and attested bond of the Borrower to the Trust (the "Trust Loan Bond"), which will be dated the dated date of the Trust Bonds, evidencing the Trust Loan to be made by the Trust to the Borrower under the Trust Loan Agreement, which Trust Loan Bond has been so authorized, executed and attested by the Borrower (but not delivered) pursuant to the Borrower's Bond Resolution, and which Trust Loan Bond is true, accurate and complete in all respects except as to its date, principal amount and Trust Bond Loan Repayments schedule (which date, amount and schedule shall be provided to the Escrow Agent by the Trust and placed on the Trust Loan Bond by a representative of the Borrower in the presence of the Escrow Agent and the Trust pursuant to Section 3 hereof).

An opinion of each of the Borrower's bond and general counsel, which opinions shall each be in substantially similar form to the opinions set forth in Exhibit A hereto, shall also be delivered on the date hereof to the Escrow Agent.

In addition to the foregoing, the Borrower shall complete, execute and deliver to the Escrow Agent on the date hereof (1) a "Federal Funds Accountability and Transparency Act Form", and (2) a "Clean Water Benefits Reporting Form" or "DWSRF Project and Benefits Reporting Form", as applicable, each in the form included in Exhibit G to each of the trust Loan Agreement and the Fund Loan Agreement.

The Escrow Agent shall hold the Escrowed Documents for release and delivery, or cancellation, pursuant to the terms and conditions of this Escrow Agreement.

3. Release of Escrowed Documents

On May 21, 2014 at 9:30 a.m. at the office of bond counsel to the Trust, or such other date or time that may be agreed upon by the Trust, the State and the Borrower and of which the Escrow Agent is notified in writing by the Trust (the "Loan Closing"), the Escrow Agent shall (1) release the Escrowed Documents from escrow and (2) simultaneously with the closing of the Trust Bonds, deliver to the Trust, the Trust Loan Agreement and the Trust Loan Bond, such release and delivery being subject *only* to receipt by the Escrow Agent of all of the following items as conditions precedent thereto:

(a) Exhibit A-2 to the Trust Loan Agreement (which shall include the insertion of the principal amount of the Trust Loan), each completed in its entirety and if applicable, the corresponding changes to Exhibits B and C thereto;

(b) a written certification of the Trust setting forth the date, principal amount and Trust Bond Loan Repayments schedule for the Trust Loan Bond necessary to complete in its entirety the Trust Loan Bond, which date, amount and schedule shall be placed upon the Trust Loan Bond by a representative of the Borrower in the presence of the Escrow Agent and the Trust while the Trust Loan Bond is held in escrow by the Escrow Agent, and (2) a determination by the Trust as to which 2014 Series of Trust Bonds, insured, uninsured or otherwise, will finance the Trust Loan;

(c) a written certification of the Trust acknowledging receipt by the Trust of the following:

(i) the opinions of bond and general counsels to the Borrower and, if applicable, the certificates of the Borrower with respect to liability insurance coverage, as required under Section 3.06(d) of the Trust Loan Agreement;

(ii) copies of those ordinances and resolutions finally adopted by the governing body of the Borrower and requested by the Trust and/or the State, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of the Trust Loan Agreement, the Fund Loan Agreement and this Escrow Agreement, (B) the Borrower's Bond Resolution, as amended and supplemented as of the date of the Loan Closing, authorizing the execution, attestation, sale and delivery of the Trust Loan Bond to the Trust and the Fund Loan Bond to the State, (C) the resolution of the Borrower confirming the details of the sale of the Trust Loan Bond to the Trust and the Fund Loan Bond to the State, (D) the resolution of the Borrower, if any, declaring its official intent to reimburse expenditures for the Costs of the Project from the proceeds of the Trust Bonds, each of said ordinances and resolutions of the Borrower being certified by an Authorized Officer of the Borrower as of the date of the Loan Closing, (E) the resolution of the Local Finance Board in the Division of Local Government Services in the New Jersey Department of Community Affairs (the "Local Finance Board") approving the issuance by the Borrower of the Trust Loan Bond to the

Trust and the Fund Loan Bond to the State and setting forth any other approvals required therefor by the Local Finance Board, and (F) any other Proceedings;

(iii) a certificate of the Borrower in the form attached as Exhibit B hereto stating to the satisfaction of the Trust that the Borrower will be able to meet the available funds requirement under Section 3.02(b) of the Trust Loan Agreement prior to the first anticipated disbursement of proceeds of the Trust Loan, as set forth in Exhibit C to the Trust Loan Agreement;

(iv) the Trust Loan Bond;

(v) a certificate of the Borrower either (A) in the form attached as Exhibit G-1 hereto stating to the satisfaction of the Trust that (i) the Borrower will use a portion of the proceeds of the Trust Loan to reimburse the Borrower for expenditures paid by it prior to the Loan Closing for Costs of the Project, and (ii) such reimbursements comply with the various provisions of the Treasury Regulations as defined and set forth therein, or (B) in the form attached as Exhibit G-2 hereto stating to the satisfaction of the Trust that no portion of the proceeds of the Trust Loan will be used by the Borrower to reimburse the Borrower for expenditures paid by it prior to the Loan Closing for Costs of the Project; and

(vi) any additional items identified in Section 3(c)(vi) of Schedule A attached hereto and made part hereof.

(d) a copy of the written certification of the Trust to the Borrower that the following actions shall take place simultaneously with the release and delivery of the Escrowed Documents:

(i) the authentication and delivery by U.S. Bank National Association, as trustee, of the Trust Bonds pursuant to Section 2.03 of the Bond Resolution (as defined in the Trust Loan Agreement and sometimes referred to herein as the "Trust Bond Resolution"); and

(ii) the deposits to the Project Fund, the Debt Service Fund, the Operating Expense Fund, the Rebate Fund and the Debt Service Reserve Fund (as defined in the Trust Bond Resolution) as may be required to be made pursuant to Section 2.03 of the Trust Bond Resolution; and

(e) copies of (1) the authorizations by the New Jersey State Legislature of the expenditure of funds by the Trust for the Trust Loan, (2) the appropriations by the New Jersey State Legislature of funds in the applicable State Fund (as defined in the Fund Loan Agreement) to the Trust for the Debt Service Reserve Fund and to the State for the Fund Loan, (3) the Governor's approval of (1) and (2) of this subsection (e), (4) the approval of the New Jersey State Legislature, by concurrent resolution, of the "Fiscal Year 2014 Financial Plan" of the Trust, (5) the letters of each of the Governor and the New Jersey State Treasurer, pursuant to N.J.S.A. 58:11B-4(j), approving the adoption of the Trust Bond Resolution, (6) the "Certificate of the New Jersey State Treasurer Regarding the Approval of the Trust Loan" in satisfaction of the requirements of Section

9a of the Act, and (7) such other appropriations, resolutions, authorizations, consents or approvals as may be required in order to undertake and complete the Program.

Failure of the Escrow Agent to so release and deliver any one of the Escrowed Documents after satisfaction of the above-mentioned conditions shall be considered a failure to release and deliver all of the Escrowed Documents.

4. Cancellation of Escrowed Documents

In the event that any of the conditions precedent to the release of the Escrowed Documents set forth in Section 3 hereof shall remain unsatisfied for any reason as of the Loan Closing or if the Escrowed Documents are not released and delivered as of the Loan Closing, the Escrow Agent shall on said date mark the Escrowed Documents "CANCELED", and shall return (1) the Trust Loan Bond to the Borrower, and (2) the Trust Loan Agreement to the Trust. The Trust and the State hereby acknowledge that upon receipt of said agreements marked "CANCELED" the obligations of the Borrower thereunder are without effect. The Borrower acknowledges that the failure on the part of the Borrower to satisfy any of the conditions precedent to the release of the Escrowed Documents set forth in Section 3 hereof (including, but not limited to, the failure of the Borrower to satisfy any of the preconditions to its due authorization, execution, attestation and delivery of the Trust Loan Bond or the failure of general counsel or bond counsel to the Borrower to deliver its respective opinion required in connection with the closing of the Trust Loan) constitutes an Event of Default pursuant to the Fund Loan Agreement.

5. Modifications to Loan Agreements

(a) The Trust and the Borrower acknowledge that, in connection with (1) the sale, issuance and delivery of the Trust Bonds, it may be necessary, subsequent to the date hereof and prior to the Loan Closing, to modify the Trust Loan Agreement for the purposes set forth in Section 2.02(p) thereof, including, without limitation, for the purpose of assuring that the interest on the Trust Bonds is not includable in gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. In such event, the Trust will make such modifications by amending Exhibit F to the Trust Loan Agreement and delivering the amended Exhibit F to the Borrower and the Escrow Agent on or prior to the Loan Closing.

Any modifications to the Trust Loan Agreement by amending Exhibit F thereto pursuant to this Section 5 shall not affect in any way the Borrower's covenant and agreement made in Section 2.02(e)(i) of the Trust Loan Agreement.

(b) The State and the Borrower acknowledge that, upon the release from Escrow of the Escrowed Documents, a portion of the initial principal amount of the Fund Loan will be forgiven by the State, pursuant to and in accordance with the terms of the Fund Loan Agreement. Such principal forgiveness shall be evidenced by the replacement of the debt service schedule attached to the Fund Loan Agreement, as provided in the Fund Loan Agreement.

6. Liability of Escrow Agent

The Escrow Agent shall have no duties or responsibilities as Escrow Agent under this Escrow Agreement other than those expressly set forth herein, and shall have no duty to enforce any obligation of any person to perform any act. The Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, direction, certificate, opinion and advice of counsel (including counsel selected by the Escrow Agent), statement, instrument, report or other instrument or document (not only as to its due execution and the validity and effectiveness thereof, but also as to the truth and accuracy of any information therein contained) that is believed by the Escrow Agent to be genuine and to be signed by the proper person.

The Escrow Agent agrees that it (1) shall be responsible to the State, the Trust and the Borrower for the proper and faithful observance and performance of the duties, covenants, obligations and agreements required of it pursuant hereto, for the fidelity and integrity of its officers, employees and agents employed in any undertaking hereunder, and for any and all loss or damage that may result from any failure to observe and perform or from any improper or incorrect observance or performance of its duties, covenants, obligations and agreements hereunder, and (2) shall save harmless the State, the Trust and the Borrower, or any trustee, employee or officer thereof, from any and all loss or damage caused thereby, except in the event of loss or damage resulting from their own negligence or willful misconduct.

7. Acknowledgments and Liability of Borrower

Based upon the Borrower's execution and delivery into escrow of the Trust Loan Agreement in accordance with the terms hereof and further based upon the Borrower's execution, attestation and delivery of this Escrow Agreement, the Borrower has irrevocably committed to borrow from the Trust, the Trust Loan Amount, pursuant to the terms and conditions of the Trust Loan Agreement. Notwithstanding the foregoing, the Trust Loan Amount may only be changed subsequent to the date hereof in accordance with Section 2(a) hereof.

The Borrower acknowledges (1) that the Trust and the State are relying upon the Borrower's execution and attestation of the Escrowed Documents and related execution, attestation and delivery of this Escrow Agreement, as well as the execution of the commitment letters set forth as Exhibit A hereto (delivered to the Trust on the date hereof) relating to the delivery of the opinions required to close the Trust Loan; (2) that such reliance by the Trust is the basis upon which the Trust will determine the aggregate principal amount of, and undertake all actions necessary to issue, the Trust Bonds; (3) that, in consideration of (1) and (2) above, the Trust has tentatively scheduled the mailing of the Preliminary Official Statement for the Trust Bonds on or about April __, 2014, the initial publication of its Notice of Sale for the Trust Bonds on or about April __, 2014 and the sale of the Trust Bonds on or about May __, 2014; (4) that the aggregate principal amount of and the interest payable on that portion of the Trust Loan set forth in Exhibit A-2 to the Trust Loan Agreement shall be based upon and reflect, among other things, the interest rate on the Trust Bonds established at the sale thereof; and (5) that the Trust's ability to make the Trust Loan at the rate so established is subject to and dependent upon the release and delivery of the Escrowed Documents pursuant to Section 3 hereof.

The Borrower agrees that, subject to the provisions of the immediately succeeding sentence, in the event the Escrow Agent shall fail to release and deliver or shall cancel the Escrowed Documents for any reason (including, but not limited to, the failure of the Borrower to satisfy any of the preconditions to its due authorization, execution, attestation and delivery of the Trust Loan Bond or the failure of general counsel or bond counsel to the Borrower to deliver its respective opinion required in connection with the closing of the Trust Loan), the Borrower shall be responsible to the Trust, the State and the Borrowers for any and all expenses, losses or damages, monetary and otherwise (including, but not limited to, all costs of issuance and all legal costs of the Trust, the State and the Borrowers incurred in connection with the Trust's proposed bond issue to fund the Trust Loan and the proposed making of the Trust Loan and the Fund Loan for financing a portion of the Costs of the Borrower's environmental infrastructure project), to the Trust, the State and the Borrowers, respectively, arising from such failure or cancellation. Notwithstanding the provisions of the immediately preceding sentence to the contrary, in the event that the Escrow Agent shall fail to release and deliver or shall cancel the Escrowed Documents and such failure or such cancellation is the result of the gross negligence or willful misconduct of the Trust, the Borrower shall not be responsible to the Trust or the State for any expenses, losses or damages, monetary or otherwise, incurred by the Trust or the State, respectively, and arising as a result of such failure or such cancellation, and such expenses, losses or damages, monetary or otherwise, of the Trust and the State, respectively, shall be the sole responsibility of the Trust; provided, however, that in the event of such failure or such cancellation as a result of the gross negligence or willful misconduct of the Trust, the Borrower shall remain responsible for its own expenses, losses or damages, monetary or otherwise (including, but not limited to, all costs of issuance and all legal costs of the Borrower incurred in connection with the Trust's proposed bond issue to fund the Trust Loan and the proposed making of the Trust Loan and the Fund Loan for financing a portion of the Costs of the Borrower's environmental infrastructure project). The Borrower's obligation under this paragraph shall be continuing notwithstanding such failure or cancellation by the Escrow Agent.

Notwithstanding the foregoing, nothing herein shall prevent the Borrower from pursuing any claims, including any claims the Trust or the State may have, against any third party for any default, cancellation or failure to perform under this Escrow Agreement; *provided, however*, that no such claim of the Trust or the State may be pursued by the Borrower without the express written consent of the Trust or the State, respectively, which consent shall not be unreasonably withheld.

8. Escrow Agent's Compensation

The Trust shall pay the Escrow Agent a total fee for the services performed under this Escrow Agreement in accordance with the terms of the Escrow Agent's proposal to the Trust dated April 9, 2013 and the Trust's Resolution 13-34 adopted on June 13, 2013 to accept such proposal, subject to the execution, attestation and delivery of this Escrow Agreement.

9. Miscellaneous Trust and State Requirements

(a) Covenant of Non-Collusion. The Escrow Agent warrants and represents that this Escrow Agreement has not been solicited or prepared, directly or indirectly, in a manner contrary to the laws of the State of New Jersey or the United States of America,

and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Escrow Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any federal, State or local government employee, officer or official or any special State officer as defined in N.J.S.A. 52:13D-13.

(b) Covenant Against Contingent Fees. The Escrow Agent warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Escrow Agreement upon any agreement or understanding for a commission, percentage or brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Escrow Agent for the purpose of securing business.

(c) Non-Discrimination. During the performance of this Escrow Agreement, the Escrow Agent warrants and represents that:

(i) the Escrow Agent will comply with all applicable federal, state and local anti-discrimination laws, including those found at N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 through 10:5-38, as well as all rules and regulations issued thereunder;

(ii) the Escrow Agent will comply with any applicable affirmative action program approved by the Treasurer of the State of New Jersey;

(iii) the Escrow Agent will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Escrow Agent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Escrow Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Escrow Agent shall insert a similar provision in any subcontract for performance of services within the scope of this Escrow Agreement;

(iv) the Escrow Agent will, in all solicitations or advertisements for employees placed by or on behalf of the Escrow Agent, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex; and

(v) the Escrow Agent will send to each labor union or representative of workers with which the Escrow Agent has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of

the Escrow Agent's commitments under this Escrow Agreement, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Confidentiality. Unless otherwise specified in this Escrow Agreement, the Escrow Agent shall not publish, permit to be published, distribute, use or disclose to any person any information that the Escrow Agent acquires in the performance of this Escrow Agreement, except with the prior written consent of the Trust, the State and the Borrower.

10. Useful Life of Project Financed with Trust Loan

The Borrower represents that the useful life of the Project to be financed with the Trust Loan, as set forth in the certificate of the Borrower's consulting engineer (in the form attached as Exhibit D hereto), exceeds the maturity date of the Borrower Bond to the Trust.

11. Defaults With Respect to Debt Obligations of Borrower

The Borrower represents and warrants that, since December 31, 1975 and as of the date hereof, the Borrower has not been, and is not now, in default in the payment of the principal of or interest on any of its bonds, notes or other debt obligations.

12. Amendments, Waiver and Discharge

Neither this Escrow Agreement nor any term hereof may be amended, waived, discharged or terminated except by a writing signed by each of the parties hereto.

13. Binding Effect

All of the terms of this Escrow Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective parties hereto and their respective permitted successors and assigns, whether or not so expressed; *provided, however*, that none of the Trust, the State, the Borrower or the Escrow Agent may transfer, assign or pledge its respective duties, covenants, obligations and agreements hereunder without the prior written consent of each of the other parties hereto.

14. Governing Law

This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. The Escrow Agent shall, in the performance of this Escrow Agreement, comply with all New Jersey and federal laws, rules and regulations applicable to this Escrow Agreement and to the services to be provided hereunder. All contract claims under this Escrow Agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*).

15. Captions

Captions are used herein for convenience only, and shall not be construed as part of this Escrow Agreement.

16. Separability

Each provision of this Escrow Agreement shall be considered separable. If for any reason any provision that is not essential to the effectuation of the basic purposes hereof is determined to be invalid or contrary to existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Escrow Agreement that are valid.

17. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address in Section 17(d) of Schedule A attached hereto and made part hereof, and to the Trust, the State and the Escrow Agent, at the following addresses:

(a) Trust:

New Jersey Environmental Infrastructure Trust
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201
Attention: Executive Director

(b) State:

New Jersey Department of Environmental Protection
Municipal Finance and Construction Element
401 East State Street – 3rd Floor
Trenton, New Jersey 08625-0425
Attention: Assistant Director

New Jersey Department of the Treasury
Office of Public Finance
State Street Square – 5th Floor
Trenton, New Jersey 08625-0002
Attention: Director

(c) Escrow Agent:

U.S. Bank National Association
21 South Street, 3rd Floor
Morristown, New Jersey 07960
Attention: Corporate Trust Department

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by giving written notice to each of the other parties hereto.

18. Certain Additional Provisions

Additional defined terms, covenants and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenants and requirements are incorporated in this Escrow Agreement by reference thereto as if set forth in full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant and requirement included in Schedule A as if the same were set forth in its entirety where reference thereto is made in this Escrow Agreement.

19. Counterparts

This Escrow Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Escrow Agreement to produce or account for more than one of such counterparts, which together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto by its duly authorized representative has executed, sealed if applicable, and delivered this Escrow Agreement on the date first written above.

**NEW JERSEY ENVIRONMENTAL
INFRASTRUCTURE TRUST**

[SEAL]

By: _____
Warren H. Victor
Chairman

ATTEST:

David E. Zimmer
Assistant Secretary

**THE STATE OF NEW JERSEY
ACTING BY AND THROUGH THE
NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

[SEAL]

By: _____
Michele N. Siekerka, Esq.
Deputy Commissioner
Department of Environmental Protection

ATTEST:

Eugene J. Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element,
Department of Environmental Protection

[SEAL]

[BORROWER]

ATTEST:

Authorized Officer

By: _____
Authorized Officer

ATTEST:

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

Name
Title

By: _____
Name
Title

SCHEDULE A

CERTAIN ADDITIONAL ESCROW AGREEMENT PROVISIONS

EXHIBIT A

**COMMITMENT LETTERS OF BORROWER'S
BOND COUNSEL AND GENERAL COUNSEL**

[LETTERHEAD OF BORROWER'S BOND COUNSEL/GENERAL COUNSEL]

[Date of Escrow Closing]

New Jersey Environmental Infrastructure Trust
Lawrenceville, New Jersey 08648

New Jersey Department of Environmental Protection
Trenton, New Jersey 08625

New Jersey Department of the Treasury
Trenton, New Jersey 08625

RE: [Name of Borrower]
Application for Loan from New Jersey Environmental Infrastructure Trust;
State Fiscal Year 2014 New Jersey Environmental Infrastructure Financing Program

Ladies and Gentlemen:

In our capacity as [bond] [general] counsel to the [Name of Borrower] (the "Borrower"), we have reviewed (i) a copy of the authorized, executed and attested loan agreement (the "Trust Loan Agreement") to be delivered to the New Jersey Environmental Infrastructure Trust (the "Trust") and (ii) an authorized, executed and attested general obligation bond of the Borrower to be delivered to the Trust (the "Trust Loan Bond"), each exclusive of the principal and partial interest repayment schedule applicable thereto, for and evidencing a loan from the Trust in connection with the captioned program (the "Program"). We understand that the Trust Loan Agreement and the Trust Loan Bond will be placed in escrow on the date hereof and will be released from escrow in completed form and delivered to the Trust, on the date of closing on the Trust's bond issue for the Program, which is estimated to occur on or about May 21, 2014 (the "Loan Closing").

We have also reviewed (i) a copy of the Escrow Agreement dated the date hereof by and among the Trust, the State, the Borrower and U.S. Bank National Association, as Escrow Agent (the "Escrow Agreement"), which sets forth the terms and conditions upon which the Escrowed Documents (as defined in the Escrow Agreement) shall be released and delivered, or canceled; and (ii) a copy of the authorized, executed and attested loan agreement, dated the date hereof, (the "Fund Loan Agreement"), by and between the Borrower and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), pursuant to which the State has made a loan to the Borrower in connection with the Program. We hereby acknowledge that pursuant to the requirements of Section 2.02 of such Fund Loan Agreement, we have delivered our opinion in favor of the State.

Based upon the foregoing, we are of the opinion that the Escrow Agreement has been duly and validly authorized by the Borrower and executed, attested and delivered by the authorized officers of the Borrower; and assuming that the Trust, the State and the Escrow Agent each has the requisite power and authority to authorize, execute, attest and deliver, and each has duly and validly authorized, executed, attested and delivered, the Escrow Agreement, the Escrow

New Jersey Environmental Infrastructure Trust
New Jersey Department of Environmental Protection
New Jersey Department of Treasury

-2-

Agreement constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be limited or modified by bankruptcy, insolvency or other laws or legal or equitable principles affecting the enforcement of creditors' rights and remedies.

In addition, based upon our review of such information, certificates of the Borrower, statutes and other matters of law as we deem relevant, we are of the opinion that, as of the date hereof, there exist on the part of the Borrower no legal impediments to the release and delivery of the Escrowed Documents at the Loan Closing pursuant to the provisions of the Escrow Agreement or to the delivery of our opinion in favor of the Trust at such time, substantially in the form attached hereto as Exhibit A, as required by Section 2.02 of the Trust Loan Agreement.

We hereby authorize McCarter & English, LLP, acting as bond counsel to the Trust, and the Attorney General of the State of New Jersey, acting as general counsel to the Trust, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

Exhibit A

[ATTACH FORM OF APPROPRIATE BORROWER BOND COUNSEL OR GENERAL COUNSEL OPINION]

Note: Exhibit E to the Trust Loan Agreement may be divided between the Borrower bond counsel and general counsel so long as when the two opinions are taken together the entire Exhibit E opinion is rendered.

EXHIBIT B

CERTIFICATE AS TO AVAILABLE FUNDS

I, [_____], an authorized representative of the [NAME OF BORROWER], a [municipal corporation duly created and validly existing under the laws of the State of New Jersey, located in the County of [_____]] [political subdivision duly created and validly existing under the laws of the State of New Jersey], and herein referred to as the "Borrower", **HEREBY CERTIFY** that the Borrower will be able to meet the available funds requirement under Section 3.02(b) of the Loan Agreement by and between the Borrower and the New Jersey Environmental Infrastructure Trust dated as of May 1, 2014 (the "Loan Agreement") prior to the first anticipated disbursement of proceeds pursuant to Exhibit C of the Loan Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand on May 21, 2014.

[NAME OF BORROWER]

By: _____
Name:
Title:

EXHIBIT C-1

[RESERVED]

EXHIBIT C-2

[RESERVED]

EXHIBIT C-3

[RESERVED]

EXHIBIT D
LETTER OF CONSULTING ENGINEER

[LETTERHEAD OF CONSULTING ENGINEER]

[Date of Escrow Closing]

Re: New Jersey Environmental Infrastructure Trust
State Fiscal Year 2014 Financing Program
Project No. [_____]

New Jersey Environmental Infrastructure Trust
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201

Dear Trust Members:

I am acting as consulting engineer for the [Name of Borrower] with respect to the above-referenced environmental infrastructure system project, a portion of the Costs of which is to be financed by a loan from the New Jersey Environmental Infrastructure Trust expected to close on or about May 21, 2014 (the "Loan Closing").

As such, I am familiar with the plans and specifications of the environmental infrastructure system project, and I hereby certify that (i) the building cost of such project is a reasonable and accurate estimation thereof and (ii) the useful life of such project exceeds [twenty (20)] years from the expected date of the Loan Closing.

[NAME OF ENGINEERING FIRM]

By: _____
Name:
Title:

EXHIBIT E

[RESERVED]

EXHIBIT F
[RESERVED]

EXHIBIT G-1

CERTIFICATE REGARDING REIMBURSEMENTS

I, [_____] , an authorized representative of the [NAME OF BORROWER] (the "Borrower"), a [municipal corporation duly created and validly existing under the laws of the State of New Jersey, located in the County of [_____]] [political subdivision duly created and validly existing under the laws of the State of New Jersey], **DO HEREBY CERTIFY** the following:

A portion of the proceeds of the loan (the "Trust Loan") made by the New Jersey Environmental Infrastructure Trust (the "Trust") to the Borrower out of the proceeds of the Trust's Environmental Infrastructure Bonds, Series 2014[] (the "Trust Bonds"), in accordance with the Loan Agreement dated as of May 1, 2014 by and between the Trust and the Borrower (the "Loan Agreement"), will be used to reimburse the Borrower for expenditures paid prior to the date hereof for Costs of the Project (as such terms are defined in the Loan Agreement), such expenditures being more fully described in Schedule A attached hereto. With respect to such reimbursements:

(a) All allocations of the proceeds of the Trust Bonds and the Trust Loan to the reimbursement of expenditures for Costs of the Project made prior to the issuance of the Trust Bonds satisfy the criteria set forth in either clauses (i), (ii) or (iii) [circle one or more as applicable]:

(i) The Costs of the Project to be reimbursed were paid by the Borrower (A) subsequent to [DATE] (the date of adoption of a Declaration of Official Intent, as hereinafter defined) or (B) not more than 60 days prior to the date of adoption of the Declaration of Official Intent with equity of the Borrower as advances in anticipation of long-term tax-exempt financing by the Trust, as provided in a resolution declaring the Borrower's official intent in accordance with Treasury Regulations §1.150-2 (or Treasury Regulations §1.103-18(f), if adopted by the Borrower between January 27, 1992 and June 30, 1993) (the "Declaration of Official Intent");

(ii) The Costs of the Project to be reimbursed were paid by the Borrower for "preliminary expenditures" (within the meaning of Treasury Regulations §150-2(f)(2)) including architectural, engineering, surveying, soil testing, reimbursement bond issuance and similar costs that were incurred prior to commencement of construction, rehabilitation or acquisition of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction, which do not exceed 20 percent of the issue price of the Trust Loan that finances the Project; or

(iii) The Costs of the Project to be reimbursed were paid by the Borrower prior to March 3, 1992 and after September 8, 1989 for which there is objective evidence that, at the time the expenditure was paid, the Borrower expected to reimburse the expenditure with the proceeds of a borrowing, and because of the timing of the expenditure and such objective evidence, a basis exists for reimbursement under Treasury Regulations §1.150-

2 independent of the official intent requirement described in clause (i) above or the preliminary expenditure exception described in clause (ii) above.

(b) On the date of the Declaration of Official Intent, in the case of reimbursements described in clause (i) of paragraph (a) above, or the date of payment, in the case of reimbursements described in clause (iii) of paragraph (a) above, the Borrower had a reasonable expectation (within the meaning of Treasury Regulations §1.150-2(e)) that it would reimburse the equity it advanced with the proceeds of a borrowing of debt obligations.

(c) All reimbursement allocations, other than reimbursement allocations for "preliminary expenditures" (as described in clause (ii) of paragraph (a) above), will occur not later than 18 months after the later of (i) the date on which the expenditure is paid or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

(d) No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code").

(e) The proceeds of the Trust Bonds used to reimburse the Borrower for Costs of the Project, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the Trust Bonds or another issue of debt obligations, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

(f) The Costs of the Project to be reimbursed with the proceeds of the Trust Bonds will be "capital expenditures" within the meaning of Treasury Regulations §1.150-1(b).

IN WITNESS WHEREOF, I have hereunto set my hand on May 21, 2014.

[NAME OF BORROWER]

By: _____

Name:

Title:

SCHEDULE A

[Description of Expenditures Being Reimbursed]

EXHIBIT G-2

CERTIFICATE REGARDING NO REIMBURSEMENTS

I, _____, an authorized representative of the [NAME OF BORROWER] (the "Borrower"), a [municipal corporation duly created and validly existing under the laws of the State of New Jersey, located in the County of _____] [political subdivision duly created and validly existing under the laws of the State of New Jersey], **DO HEREBY CERTIFY** the following:

No portion of the proceeds of the loan made by the New Jersey Environmental Infrastructure Trust (the "Trust") to the Borrower out of the proceeds of the Trust's Environmental Infrastructure Bonds, Series 2014[___], in accordance with the Loan Agreement dated as of May 1, 2014 by and between the Trust and the Borrower (the "Loan Agreement"), will be used to reimburse the Borrower for expenditures paid prior to the date hereof for Costs of the Project (as such terms are defined in the Loan Agreement).

IN WITNESS WHEREOF, I have hereunto set my hand on May 21, 2014.

[NAME OF BORROWER]

By: _____
Name:
Title:

Schedule A
Trust Loan Agreement

LOAN AGREEMENT
BY AND BETWEEN
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
AND
COUNTY OF OCEAN, NEW JERSEY

DATED AS OF MAY __, 2014

IN WITNESS WHEREOF, the Trust and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

**NEW JERSEY ENVIRONMENTAL
INFRASTRUCTURE TRUST**

[SEAL]

By: _____
Warren H. Victor
Chairman

ATTEST:

David E. Zimmer
Assistant Secretary

COUNTY OF OCEAN, NEW JERSEY

[SEAL]

By: _____
Authorized Officer

ATTEST:

Authorized Officer

SCHEDULE A

Certain Additional Loan Agreement Provisions

In addition to the terms defined in subsection (a) of Section 1.01 of this Loan Agreement, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in this Schedule A.

Additional Definitions:

Bond Resolution” means the “Environmental Infrastructure Trust Bond Resolution, Series 2014[]”, as adopted by the Board of Directors of the Trust on or about April __, 2014 authorizing the issuance of the Trust Bonds, and all further amendments and supplements thereto adopted in accordance with the provisions thereof

“Borrower” means the County of Ocean, an Entity duly created and validly existing pursuant to the laws of the State of New Jersey, including, without limitation, the Borrower Enabling Act, and any successors and assigns thereto.

“Borrower Enabling Act” means the “Local Bond Law”, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State (codified at N.J.S.A. 40A:2-1 *et seq.*), as the same may from time to time be amended and supplemented, and the “Local Budget Law”, P.L. 1960, c. 169, as amended (N.J.S.A. 40A:4-1 *et seq.*).

“Entity” means a municipal corporation of the State of New Jersey.

“Interest Payment Dates” means February 1 and August 1 of each year, commencing on August 1, 2014.

“Loan” means the loan made by the Trust to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the amount of the Loan at any time shall be the initial aggregate principal amount of the Borrower Bond (which amount equals the amount actually deposited in the Project Loan Account at the Loan Closing plus the Borrower’s allocable share of (i) certain costs of issuance, and underwriter’s discount for all Trust Bonds issued to finance the Loan, and (ii) capitalized interest during the Project construction period), less any amount of such principal amount that has been repaid by the Borrower under this Loan Agreement and less any adjustment made pursuant to the provisions of the Bond Resolution, including, without limitation, Section 5.02(4) thereof, N.J.A.C. 7:22-4.26 and the appropriations act of the State Legislature authorizing the expenditure of Trust Bond proceeds to finance a portion of the Costs of the Project.

“Principal Payment Dates” means August 1 of each year, commencing on August 1, 2015.

“Proceedings” means a bond ordinance of the Borrower finally adopted on November 20, 2013 and entitled “AN ORDINANCE OF THE COUNTY OF OCEAN, NEW JERSEY, PROVIDING FOR VARIOUS INFRASTRUCTURE IMPROVEMENTS AND OTHER

RELATED EXPENSES IN AND FOR THE COUNTY OF OCEAN AND APPROPRIATING \$3,000,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$3,000,000 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE COUNTY OF OCEAN TO FINANCE THE SAME”, and resolutions of the Borrower adopted pursuant to the provisions of N.J.S.A. 40A:2-27 on March __, 2014 and respectively entitled “RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$3,000,000 GENERAL IMPROVEMENT BONDS, SERIES 2014, OF THE COUNTY OF OCEAN, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY PURSUANT TO THE 2014 NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM” and “RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE COUNTY OF OCEAN, NEW JERSEY AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, ALL PURSUANT TO THE 2014 NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM” and an Award Certificate dated May __, 2014

EXHIBIT F

Additional Covenants and Requirements

None.

Schedule A
Fund Loan Agreement

LOAN AGREEMENT
BY AND BETWEEN
THE STATE OF NEW JERSEY,
ACTING BY AND THROUGH THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
AND
COUNTY OF OCEAN, NEW JERSEY

DATED AS OF MAY __, 2014

IN WITNESS WHEREOF, the State and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

**THE STATE OF NEW JERSEY
ACTING BY AND THROUGH THE
NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

[SEAL]

By: _____
**Michele N. Siekerka, Esq.
Deputy Commissioner,
Department of Environmental
Protection**

ATTEST:

**Eugene Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element,
Department of Environmental Protection**

COUNTY OF OCEAN, NEW JERSEY

[SEAL]

By: _____
Authorized Officer

ATTEST:

Authorized Officer

SCHEDULE A

Certain Additional Loan Agreement Provisions

In addition to the terms defined in subsection (a) of Section 1.01 of this Loan Agreement, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in this Schedule A.

Additional Definitions:

“Borrower” means the County of Ocean, an Entity duly created and validly existing pursuant to the laws of the State of New Jersey, including, without limitation, the Borrower Enabling Act, and any successors and assigns thereto..

“Borrower Enabling Act” means the “Local Bond Law”, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State (codified at N.J.S.A. 40A:2-1 *et seq.*), as the same may from time to time be amended and supplemented, and the “Local Budget Law”, P.L. 1960, c. 169, as amended (N.J.S.A. 40A:4-1 *et seq.*).

“CWSRF Loan” means that portion of the Loan made by the State from the loan program established pursuant to the Water Quality Act of 1987 to assist sponsors of wastewater treatment and stormwater management facilities to finance the cost of infrastructure improvement.

“Entity” means a municipal corporation of the State of New Jersey.

“Principal Payment Dates” means February 1 and August 1 of each year, commencing on August 1, 2014.

“Proceedings” means a bond ordinance of the Borrower finally adopted on November 20, 2013 and entitled “AN ORDINANCE OF THE COUNTY OF OCEAN, NEW JERSEY, PROVIDING FOR VARIOUS INFRASTRUCTURE IMPROVEMENTS AND OTHER RELATED EXPENSES IN AND FOR THE COUNTY OF OCEAN AND APPROPRIATING \$3,000,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$3,000,000 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE COUNTY OF OCEAN TO FINANCE THE SAME”, and resolutions of the Borrower adopted pursuant to the provisions of N.J.S.A. 40A:2-27 on _____, 2014 and respectively entitled “RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$3,000,000 GENERAL IMPROVEMENT BONDS, SERIES 2014, OF THE COUNTY OF OCEAN, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY PURSUANT TO THE 2014 NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM” and “RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE COUNTY OF OCEAN, NEW JERSEY AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER

AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT,
ALL PURSUANT TO THE 2014 NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE
TRUST FINANCING PROGRAM” and an Award Certificate dated May __, 2014.

EXHIBIT F

Additional Covenants and Requirements

None.

Schedule A
Escrow Agreement

ESCROW AGREEMENT

by and among

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST,

**THE STATE OF NEW JERSEY,
acting by and through the New Jersey Department of Environmental Protection,**

COUNTY OF OCEAN, NEW JERSEY

and

**U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent**

DATED: _____, 2014

IN WITNESS WHEREOF, each of the parties hereto by its duly authorized representative has executed, sealed if applicable, and delivered this Escrow Agreement on the date first written above.

**NEW JERSEY ENVIRONMENTAL
INFRASTRUCTURE TRUST**

[SEAL]

By: _____
Warren H. Victor
Chairman

ATTEST:

David E. Zimmer
Assistant Secretary

**THE STATE OF NEW JERSEY
ACTING BY AND THROUGH THE
NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

[SEAL]

By: _____
Michele N. Siekerka, Esq.
Deputy Commissioner
Department of Environmental Protection

ATTEST:

Eugene J. Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element,
Department of Environmental Protection

COUNTY OF OCEAN, NEW JERSEY

[SEAL]

ATTEST:

Authorized Officer

By: _____
Authorized Officer

ATTEST:

**U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent**

Name
Title

By: _____
Name
Title

SCHEDULE A

Certain Additional Escrow Agreement Provisions

Definitions: In addition to those capitalized terms defined elsewhere in this Escrow Agreement, the following capitalized terms as used in this Escrow Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Borrower” means the County of Ocean, a municipal corporation duly created and validly existing under the laws of the State of New Jersey.

“Borrower Bond Resolution” means a resolution entitled “RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$3,000,000 GENERAL IMPROVEMENT BONDS, SERIES 2014, OF THE COUNTY OF OCEAN, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY PURSUANT TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM, adopted by the Borrower on _____, 2014, as amended and supplemented.

“Escrow Closing Date” means _____, 2014.

“Fund Loan Amount” means \$_____.

“Trust Loan Amount” means (i) an amount sufficient to pay project costs of \$_____ and the Administrative Fee in the amount of \$_____, plus (ii) an amount equal to the Borrower’s allocable share of underwriter’s discount on and certain costs of issuance of the Trust Bonds, plus (iii) if the Trust Bonds are sold with a net original issue discount, an amount equal to the Borrower’s allocable share of such net original issue discount, minus (iv) if the Trust Bonds are sold with a net original issue premium, an amount equal to the Borrower’s allocable share of such original issue premium, plus (v) an amount sufficient to capitalize that portion of interest on the Trust Loan that is set forth in Exhibit A-2 to the Trust Loan Agreement through and including August 1, 2014.

Additional Provisions:

Section 3(c)(vi). Reserved.

Section 17.

(d) Borrower:

County of Ocean
P.O. Box 2191
Toms River, New Jersey 08754-2191
Attention: Chief Finance Officer

**RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING
\$3,000,000 GENERAL IMPROVEMENT BONDS, SERIES 2014, OF THE COUNTY OF
OCEAN,
NEW JERSEY, AND PROVIDING FOR THEIR SALE TO
THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND
THE STATE OF NEW JERSEY PURSUANT TO THE NEW JERSEY
ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM.**

WHEREAS, the County of Ocean, New Jersey (the "County") has determined that there exists a need within the County to acquire, construct, renovate or install the Project (the "Project") as defined in each of that certain Loan Agreement (the "Trust Loan Agreement") to be entered into by and between the County and the New Jersey Environmental Infrastructure Trust (the "Trust") and that certain Loan Agreement (the "Fund Loan Agreement", and together with the Trust Loan Agreement, the "Loan Agreements") to be entered into by and between the County and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the New Jersey Environmental Infrastructure Trust Financing Program (the "Program");

WHEREAS, the County has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the Trust (the "Trust Loan") and the State (the "Fund Loan", and together with the Trust Loan, the "Loans") pursuant to the Trust Loan Agreement and the Fund Loan Agreement, respectively;

WHEREAS, to evidence the Loans, each of the Trust and the State require the County to authorize, execute, attest and deliver the County's General Improvement Bonds, Series 2014A, to the Trust in an aggregate principal amount not to exceed \$900,000 (the "Trust Loan Bond") and General Improvement Bonds, Series 2014B, to the State in an aggregate principal amount not to exceed \$2,400,000 (the "Fund Loan Bond", and together with the Trust Loan Bond, the "County Bonds")(the aggregate amount of Series 2014A and 2014B Bonds not to exceed \$3,000,000) pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), other applicable law and the Loan Agreements; and

WHEREAS, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale of the Trust Loan Bond and the Fund Loan Bond to the Trust and the State, respectively, without any public offering, and N.J.S.A. 58:11B-9(a) allows for the sale of the Trust Loan Bond to the Trust without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by a 2/3 vote of the full membership of the governing body of the County as follows:

Section 1. In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law and N.J.S.A. 58:11B-9(a), the County hereby sells and awards its Trust Loan Bond to the Trust and its Fund Loan Bond to the State, in a total aggregate principal amount not to exceed \$3,000,000, all in accordance with the provisions hereof. The County Bonds have been referred to and are described in bond ordinance #2013-22 of the County, which bond ordinance is entitled "AN ORDINANCE OF THE COUNTY OF OCEAN, NEW JERSEY, PROVIDING FOR VARIOUS INFRASTRUCTURE IMPROVEMENTS AND OTHER RELATED EXPENSES IN AND FOR THE COUNTY OF OCEAN AND APPROPRIATING \$3,000,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$3,000,000 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE COUNTY OF OCEAN TO

FINANCE THE SAME" and was finally adopted by the County at a meeting duly called and held on November 20, 2013, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the County (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the Trust and the State under the Loan Agreements and the terms and conditions hereof, the following items with respect to the Trust Loan Bond and the Fund Loan Bond:

- (a) The aggregate principal amounts of the Trust Loan Bond and the Fund Loan Bond to be issued;
- (b) The maturity and annual principal installments of the County Bonds, which maturity shall not exceed 20 years;
- (c) The date of the County Bonds;
- (d) The interest rates of the County Bonds;
- (e) The purchase price for the County Bonds; and
- (f) The terms and conditions under which the County Bonds shall be subject to redemption prior to their stated maturities.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the County Bonds by the parties authorized under Section 4(c) hereof.

Section 4. The County hereby determines that certain terms of the County Bonds shall be as follows:

- (a) The Trust Loan Bond shall be issued in a single denomination and shall be numbered R-T1. The Fund Loan Bond shall be issued in a single denomination and shall be numbered R-F1;
- (b) The County Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The County Bonds shall be executed by the manual or facsimile signatures of the Freeholder Director and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk of the Board.

Section 5. The Trust Loan Bond and the Fund Loan Bond shall be substantially in the form set forth in the Trust Loan Agreement and the Fund Loan Agreement, respectively.

Section 6. The law firm of GluckWalrath LLP is hereby authorized to arrange for the printing of the County Bonds, which law firm may authorize McCarter & English, LLP, bond counsel to the Trust and the State for the Program, to arrange for same. The County auditor is hereby authorized to prepare the financial information necessary in connection with the issuance of the County Bonds. The

Freeholder Director, the Chief Financial Officer and the Clerk of the Board are hereby authorized to execute any certificates necessary or desirable in connection with the financial and other information.

Section 7. The terms of the County Bonds authorized to be determined by the Chief Financial Officer in accordance with Section 2 hereof shall be set forth in an Award Certificate of the Chief Financial Officer and reported to the governing body of the County.

Section 8. The Freeholder Director and the Chief Financial Officer are hereby severally authorized to execute any certificates or documents necessary or desirable in connection with the sale of the County Bonds, and are further authorized to deliver same to the Trust and the State upon delivery of the County Bonds and the receipt of payment therefor in accordance with the Loan Agreements.

Section 9. This resolution shall take effect immediately.

Section 10. Upon the adoption hereof, the Clerk of the Board shall forward certified copies of this resolution to GluckWalrath LLP, bond counsel to the County, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the Trust.

RESOLUTION

March 19, 2014

WHEREAS, the Ocean County Board of Chosen Freeholders, by Resolution, dated September 4, 2013, authorized the Freeholder Director and the Clerk of the Board to execute the legal instruments associated with a First-Time Homebuyer Program; and

WHEREAS, a qualified applicant can use the existing First Time Homebuyer Program subsidy in the amount of \$10,000 for down payment and closing cost assistance for a total of \$10,000 in assistance; and

WHEREAS, qualified participants who successfully complete the workshops and individual counseling are recommended for an award in an amount not to exceed \$10,000 each; and

WHEREAS, the following participants have successfully completed the second phase of workshops and individual counseling and will proceed to secure a mortgage commitment:

**Eric Schoeneberg
Cristian and Trinidad Duarte
Michael Kuhn
Shala Oates
Sara Ford**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Ocean, State of New Jersey as follows:

1. The Board of Chosen Freeholders hereby authorizes the modification to the Resolutions to include the new participants listed above.
2. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract being number C2013-100.
3. Copies of this Resolution shall be forwarded to the County Comptroller/CFO, County Auditor, Director of Management and Budget, County Planning Director, County Counsel and OCEAN, Inc.

RESOLUTION

March 19, 2014

WHEREAS as a result of the devastating effects of Hurricane Sandy, Cattus Island County Park incurred significant damage and erosion to its shoreline; and

WHEREAS the Cooper Environmental Center, which welcomes thousands of visitors each year, and houses Cattus Islands Naturalist staff suffered severe damage and was left unusable; and

WHEREAS on March 22, 2013, Hecht Trailers of Toms River NJ donated an Office Trailer to Ocean County Parks and Recreation to act as temporary office space for the staff of Cattus Island County Park to use for a period of one year; and

WHEREAS thanks to the generosity of Hecht Trailers; Cattus Island County Park has been able to provide educational programming to the public, while providing an office on-site for the public; and

WHEREAS the need still exists for temporary facilities at Cattus Island County Park; and

WHEREAS Hecht Trailers has generously offered to allow the Ocean County Department of Parks and Recreation for an additional period of one year beginning March 22, 2014 through March 21, 2015;

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, that the Freeholder Director and Clerk of the Board are hereby authorized and directed to accept the donation on behalf of the Ocean County Department of Parks and Recreation.

BE IT FURTHER RESOLVED that the Freeholder Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.

BE IT FURTHER RESOLVED that the Freeholder Director and the Board of Chosen Freeholders thanks Hecht Trailers on behalf of the Ocean County Department of Parks and Recreation, the staff of Cattus Island County Park and all of the residents of Ocean County for their generous donation and dedication to the community;

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, County Department of Finance, Ocean County Department of Parks and Recreation, Division of Risk Management and Hecht Trailers.

RESOLUTION

March 19, 2014

WHEREAS, the Ocean County Board of Chosen Freeholders is the Designated Planning Agency for water quality management; and

WHEREAS, pursuant to federal and state statutes, the Board of Chosen Freeholders has prepared and adopted the Ocean County Water Quality Management Plan which includes a wastewater management element; and

WHEREAS, the New Jersey Department of Environmental Protection requires that proposed wastewater treatment and conveyance facilities, and wastewater service areas, as well as related subjects be in conformance with an approved wastewater management plan; and

WHEREAS, the New Jersey Department of Environmental Protection has established the Wastewater Management Plan Amendment Procedure as the method of incorporating unplanned facilities into a water quality management plan; and

WHEREAS, the Township of Toms River has proposed an amendment to the Ocean County Water Quality Management Plan to include the entirety of Block 164, Lot 4, a portion of which was previously excluded from the sewer service area consistent with the Planning and Implementation Agreement that the Township entered into with the State Planning Commission; and

WHEREAS, a portion of Block 164, Lot 4 had been excluded from the sewer service area due to the initial finding of a C-1 Stream on the property; and

WHEREAS, the New Jersey Department of Environmental Protection has subsequently found that a C-1 Stream is not located on the property, and has processed a draft amendment notice and request consent letter to the applicant and the County of Ocean; and

WHEREAS, the proposed amendment has been noticed in the New Jersey Register for the purpose of its incorporation into the Ocean County Water Quality Management Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Ocean, State of New Jersey that:

1. The Ocean County Board of Chosen Freeholders hereby consents to the amendment for the Township of Toms River prepared by FWH Associates which was publicly noticed in the New Jersey Register on March 4, 2013 for the purpose of its incorporation into the Ocean County Water Quality Management Plan.
2. This consent shall be submitted to the New Jersey Department of Environmental Protection, Division of Watershed Management, Bureau of Watershed Regulation in accordance with NJAC 7:15-3.4.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be forwarded to the Planning Director, the Director of the OCUA, the Mayor of Toms River Township, and FWH Associates.

RESOLUTION

March 19, 2014

WHEREAS, the County of Ocean has previously executed and entered into a Deferred Loan Agreement with **Mathew and Mimi-Suzanne Hulbirt**, whose principal address is **401 Wheaton Avenue, Berkeley, New Jersey 08721** and under the Ocean County **HOME** Housing Rehabilitation Program for the purpose of correcting health and safety violations and construction of qualified rehabilitation improvements; and

WHEREAS, the Ocean County Board of Chosen Freeholders previously executed a Deferred Loan Agreement, Mortgage and Mortgage Note on **January 31, 2008**; and

WHEREAS, a modification to said agreement was necessary in order to install sheetrock that was damaged by leaking due to improperly installed roofing by the original contractor; and

WHEREAS, the Director of the Ocean County Department of Planning together with Affordable Housing Administrators, the program administrator, has recommended that a Deferred Loan Modification and Grant Agreement be executed in the amount of **\$5,538.34**; and

WHEREAS, Mr. and Mrs. Hulbirt have previously received a Grant Agreement in the amount of \$9,100.00 to replace the roof; and

WHEREAS, the Grant Agreement in the amount of \$5,538.34 made on January 17, 2014 and approved by Resolution No. C2008-68 incorrectly stated the grant total; and

WHEREAS, the actual grant total is \$14,638.34; and

WHEREAS, no Mortgage and Mortgage note is required and the terms and amounts of the existing lien **will not be increased**.

NOW, THEREFORE BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS**, of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** as follows:

1. The Freeholder Director and Clerk of the Board are authorized and directed to execute the Deferred Loan Agreement Modification attached hereto on behalf of the Ocean County Board of Chosen Freeholders.
2. Certified copies of this resolution shall be made available to the Ocean County Department of Planning and the Ocean County Treasurer.
3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being **C2008-68**.

RESOLUTION

March 19, 2014

BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, that the Director and Clerk of the Board are hereby authorized and directed to execute a collective bargaining agreement covering the period April 1, 2013 through March 31, 2016, between the Ocean County Board of Chosen Freeholders and the Office and Professional Employees International Union Local #32 representing Blue Collar Supervisors.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be sent to the County Administrator, Director of Employee Relations, Finance Department and the appropriate union officials.

RESOLUTION

MARCH 19, 2014

WHEREAS, the County of Ocean previously entered into a contract with Fletcher Thompson Architecture Engineering, LLC (hereinafter, "Contractor") for the performance of certain architectural and engineering services related to the Ocean County Jail Expansion Project; and

WHEREAS, a dispute has arisen between the County and the Contractor concerning monies due the Contractor for work performed on the Project; and

WHEREAS, the County has asserted certain claims against the Contractor for the setoff of monies due the County arising out of Contractor's breach of contract and failure to perform its obligations as required under its contract; claims which the Contractor disputes; and

WHEREAS, the parties have engaged in extensive negotiations for the purpose of amicably resolving all issues in dispute between them.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY as follows:

1. The Ocean County Board of Chosen Freeholders hereby approves and authorizes the Ocean County Administrator to execute a Settlement Agreement with the Contractor providing for a net payment to the County of \$405,000.00 in full and final settlement of any and all claims in dispute between the parties arising out of the work performed by the Contractor on the Ocean County Jail Expansion Project.
2. The Ocean County Administrator is further authorized and directed to execute any and all documents as may be necessary to implement and effectuate said Settlement Agreement with the Contractor as set forth above.
3. Certified copies of this Resolution shall be forwarded to the following:
 - a. Fletcher Thompson Architecture Engineering, LLC c/o Gary C. Chiumento, Esq.
 - b. Ocean County Comptroller
 - c. Ocean County Auditor
 - d. Ocean County Counsel

RESOLUTION

March 19, 2014

WHEREAS, on March 7, 2007, the County of Ocean entered into an Agreement with 528 Associates for the construction of Grawtown Estates, Jackson Township.

BE IT RESOLVED, that 528 Associates posted a Performance Bond for this work in the amount of \$500,000.00.

BE IT FURTHER RESOLVED, that by Court decision, dated March 21, 2012, the subdivision approval was invalidated.

NOW, THEREFORE, BE IT RESOLVED that the County Comptroller is hereby authorized and directed to release said Performance Bond to 528 Associates in the amount of \$500,000.00.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Comptroller/CFO, the Ocean County Engineer and 528 Associates.

RESOLUTION

March 19, 2014

WHEREAS, the State of New Jersey has implemented the Sandy Homeowner/Rental Assistance Program (hereinafter referred to as "SHRAP") to assist with Superstorm Sandy Recovery; and

WHEREAS, similar to the Superstorm Sandy Community Partners Outreach and Relief Program, SHRAP will provide assistance with paying mortgages, rent, retroactive or current utility payments, and the purchase of essential furnishings/appliances; and

WHEREAS, on October 2, 2013, the County received \$14,301,400 in SHRAP funding from the State of New Jersey Division of Family Development; and

WHEREAS, on March 5, 2014, the County received an additional \$829,000 in SHRAP funding for case management and administrative funding for a total of \$15,130,400 in SHRAP funding; and

WHEREAS, the County has been notified by the State of New Jersey Division of Family Development that it will receive an additional \$4,500,000 in SHRAP funding for a total of \$19,630,400 in SHRAP funding; and

WHEREAS, the County will amend the 2014 Budget for such funding; and

WHEREAS, to best serve the residents of Ocean County affected by Super Storm Sandy, the County deems it necessary to amend its Subrecipient Agreement dated June 26, 2013, and as amended October 2, 2013 and March 5, 2014 with Ocean, Inc.

NOW, THEREFORE BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS, of the COUNTY OF OCEAN, STATE OF NEW JERSEY** as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute an Addendum to the Subrecipient Agreement and any other documents necessary for the completion of the specific eligible program as described above with Ocean, Inc.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be forward to the State of New Jersey Department of Community Affairs, County Comptroller, Auditor, Director of Management and Budget, Planning Director, and Ocean, Inc.

**No Associated
Documents**

**No Associated
Documents**

MOTION
March 19, 2014

Motion approving the distribution of Requests for Proposals and/or Request for Qualifications for Professional Services and/or Extraordinary Unspecifiable Services and approving the selection criteria contained therein for the following projects in accordance with N.J.S.A. 19:44A-20.1.

Requests for Proposals/Qualifications

Creation, Design and Production of Video Programs for use in conjunction with the Ocean County Education and Arts Network (Channel 20) Programming and on the County's Website

MEMORANDUM

To: Members of the Board of Chosen Freeholders

From: Carl W. Block, County Administrator 

Date: January 30, 2014

Subject: **Summary of Pre-Board Meeting of January 29, 2014**

Copies to: Betty Vasil, Clerk of the Board
Keith J. Goetting, Director, Employee Relations
Michael J. Fiure, Director, Management & Budget

Freeholder Director Joseph H. Vicari opened the meeting at 4:00 PM and read the Statement of Compliance with the Open Public Meetings Act. The Clerk of the Board called the roll.

Present:

Freeholder Director Joseph H. Vicari
Freeholder Deputy Director John C. Bartlett, Jr.
Freeholder John P. Kelly
Freeholder James F. Lacey
Freeholder Gerry P. Little
Carl W. Block, County Administrator
Mary Ann Cilento, Recording Secretary
Betty Vasil, Clerk of the Board
Keith J. Goetting, Director of Human Resources
Ralph A. Patterson, Director of Management & Budget
Michael Fiure, Management and Budget
Frank Scarantino, County Engineer
Julie N. Tarrant, Comptroller/CFO
Christine Wioland, Deputy Clerk of the Board
Donna Flynn, Director, Public Information
John C. Sahradnik, Jr., County Counsel

RECEIVED
2014
MAR - 4 P 4:50
CLERK OF THE BOARD
OF FREEHOLDERS

Freeholder Bartlett reviewed with the Board two acquisitions in South Toms River recommended by the Natural Lands Trust Fund Advisory Committee. The Freeholder noted that the two acquisitions are adjoining properties located near access to the Garden State Parkway. Both properties total 80 acres. Freeholder Bartlett stated that the owners of the properties are Dan D. Corp. and International Recycling Systems of Barnegat and the purchase price for the properties is \$35,000 and \$97,000 for a total of \$132,000. These parcels are also located near a large parcel owned by South Toms

River. David McKeon, Planning Director, noted that the Borough of South Toms River is in agreement with this acquisition. These recommended acquisitions will be listed for Board action on February 5, 2014.

Freeholder Bartlett reviewed with the Board the 2 percent cap legislation for binding arbitration, noting that this law is set to expire in April. Law enforcement salaries are big drivers of labor costs within the County budget. The Freeholder noted that the law enforcement contracts missed out on the 2 percent cap legislation for the first two years; negotiations were held under the old laws. The contracts came up on April 1, 2013 and the County is currently in negotiations. Freeholder Bartlett advised that the New Jersey Association of Counties has asked all counties for a resolution in support of continuing the 2 percent cap law. Freeholder Bartlett stated that if the State wants counties and municipalities to live within a 2 percent cap, they need to be able to negotiate up to that limit or it will not work. Freeholder Bartlett noted that he would like to see the 2 percent cap extended and made permanent.

Freeholder Kelly stated that he attended the NJAC meeting held yesterday and advised that every county in the State was in attendance and it was unanimous to extend the 2 percent arbitration cap law. The Freeholder noted that local governing bodies are expected to support the extension as well. Freeholder Kelly stated that arbitrators have to take the 2 percent cap into account when negotiating with unions. Freeholder Kelly advised that he supports adopting a resolution to extend the 2 percent cap legislation.

Freeholder Bartlett noted that in the past, unions stated that the County could take increases out of the surplus. The Freeholder stated that the County could not have come through Superstorm Sandy without its surplus if the County used its surplus for increases; a 2 percent increase the County can live with and not hurt other employees. Freeholder Bartlett stated that if this law expires, local governments throughout the State will be in deep trouble. Director Vicari noted that the County was beat up for having a surplus, but when Superstorm Sandy came through, the County had the money when we needed it while maintaining its Triple A bond rating. Freeholder Little stated that the County has no control over property taxes unless you have control on what you spend and these negotiations drive what it spent.

A resolution of support to extend the 2 percent cap law will be listed on the agenda for the Board meeting of February 5, 2014.

Mr. Scarantino reviewed the items listed on the attached Engineering Department agenda. There were no questions or comments, and all items will be listed on the agenda for the February 5, 2014 Board meeting.

Director Vicari stressed that you can not go out on the ice on Barnegat Bay, although it is very cold, the ice is not as solid as you think and may be very thin. The Director noted that it is dangerous to walk on the ice. It puts first responders in danger during rescues.

Ms. Vasil reviewed the Clerk of the Board's agenda for the Board meeting of February 5, 2014. There were no questions or comments.

Director Vicari noted that he attended a meeting with the tourism industry on the approach for this summer. The group is not going to use the Restore the Shore theme this year; they will be promoting a more family oriented theme.

Director Vicari asked the Board members for comments.

Freeholder Lacey provided the Board with an update on snow removal expenses from December 1, 2013 up to today. The County maintains 620 miles of roadways and used 130,000 gallons of brine at 10 cents a gallon and used 16,000 tons of salt at \$55 a ton for a cost of \$941,000 this year. Freeholder Lacey noted that the County is assisting some municipalities that are having trouble getting salt. Freeholder Lacey stated that the County spent \$250,000 on overtime, noting that the materials cost more than the overtime and the total spent so far was \$1.2 million. This cost does not include vehicle repairs and fuel. The Freeholder stated that this has been an expensive winter; however, the County has \$700,000 in reserve, noting that the County plans for these types of winter events. Director Vicari thanked Tom Curcio for a great job by the Road Department.

Freeholder Little noted a positive article in the Atlantic City Press regarding the Atlantic Golf Course. The Freeholder thanked all the Departments that were involved in getting this done.

There were no additional comments.

Ms. Vasil read the resolution to move to closed session.

On a motion by Freeholder Lacey, seconded by Freeholder Little, the meeting moved to Closed Session at 4:30 PM for personnel discussion, appointments, reappointments, property acquisition and possible litigation. The motion was unanimously carried.

REVISED - FINAL

ENGINEERING DEPARTMENT AGENDA

Pre-Board Meeting of:

January 29, 2014

For Board Meeting of:

February 5, 2014

RECOMMEND ADVERTISEMENT

1. Stormwater Management Contract 2014A, Reconstruction of Cross Street Drainage, Lakewood Township
2. Reconstruction of Traffic Signals, Contract 2014A, Borough of Seaside Heights

RECOMMEND AWARD

1. Construction of Raised Pavement Markers, Various Locations, 2013A
Contractor: Zone Striping, Inc., Glassboro, NJ
Amount: \$68,333.77

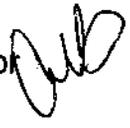
MISCELLANEOUS

1. Bond Release Resolution.
2. Resolution authorizing the submission and execution of a Grant Application/Contract between the County of Ocean and the New Jersey Department of Transportation for the Replacement of Barnegat Bridge (Structure No. 1533-001), East Bay Avenue over Double Creek, Barnegat Township.

MEMORANDUM

RECEIVED

To: Members of the Board of Chosen Freeholders

From: Carl W. Block, County Administrator 

Date: February 13, 2014

Subject: **Summary of Pre-Board Meeting of February 11, 2014**

Copies to: Betty Vasil, Clerk of the Board
Keith J. Goetting, Director, Employee Relations
Michael J. Fiure, Director, Management & Budget

2014
2002 MAR 14 A 10:29
CLERK OF THE BOARD
OF FREEHOLDERS

Freeholder Director Joseph H. Vicari opened the meeting at 4:00 PM and read the Statement of Compliance with the Open Public Meetings Act. The Clerk of the Board called the roll.

Present:

Freeholder Director Joseph H. Vicari
Freeholder Deputy Director John C. Bartlett, Jr.
Freeholder John P. Kelly
Freeholder Gerry P. Little

Carl W. Block, County Administrator
Mary Ann Cilento, Recording Secretary
Betty Vasil, Clerk of the Board
Keith J. Goetting, Director of Human Resources
Michael Fiure, Director of Management & Budget
Frank Scarantino, County Engineer
Julie N. Tarrant, Comptroller/CFO
Christine Wioland, Deputy Clerk of the Board
Donna Flynn, Director, Public Information
John C. Sahradiuk, Jr., County Counsel

Director Vicari reviewed with the Board the County's Pumpout Boat Agreements noting that the County has six boats and provides \$20,000 per boat for their operation. The pumpout boats are free to the residents of Ocean County. Director Vicari stated that the County partners with the Ocean County Utilities Authority who provides reimbursement for half of the operational costs to the County. The Freeholder noted that the operational agreements will be listed for the Board meeting.

County Engineer Frank Scarantino reviewed with the Board the New Jersey Environmental Infrastructure Trust (NJEIT) projects, noting that the deadline for filing applications for 2015 is March 3, 2014. Mr. Scarantino provided a powerpoint presentation to the Board. The first project will permit onsite treatment of water removed from storm drains; water would be treated onsite and discharged back into the cleaned drain. The Engineer stated that currently it takes two trips a day to transport the water to the OCUA regional treatment center. The second project is for a pipeline camera inspection truck to allow crews to survey roads to view the pipeline and inspect any blockages. Mr. Scarantino stated that the third project is funding for six manufactured treatment devices (MTD's) to be installed on existing outfall lines.

Mr. Scarantino reviewed the items listed on the attached Engineering Department agenda. There were no questions or comments, and all items will be listed on the agenda for the February 19, 2014 Board meeting.

Ms. Vasil reviewed the Clerk of the Board's agenda for the Board meeting of February 19, 2014. There were no questions or comments.

Director Vicari stated that the BRAC will start in 2017. The Director noted that Ocean County has always been very supportive of Navy Lakehurst. The Base brings \$16.9 billion to the region and is the second largest employer in the State. Director Vicari stated that he will be inviting representatives from Navy Lakehurst to an upcoming meeting and the County will support the Base and be ready for the BRAC meetings. The Airshow will be held on May 10, 11, 2014 and the Department of Economic Development and Tourism and local businesses will provide assistance.

Director Vicari stated that Bill Dressel, New Jersey Association of Counties, has noted that the 2 percent arbitration cap law will be sunseting and is encouraging counties to do a resolution to support a permanent 2 percent cap. Ms. Vasil advised that a resolution supporting a permanent 2 percent cap was adopted at the last Board meeting. Director Vicari requested that an additional resolution be put on the Board agenda for the next meeting bringing this to the attention of our municipalities. Freeholder Bartlett suggest the County put together a letter signed by all the Freeholders to Senator Sweeney pointing out that a 2 percent cap can not work if there is unlimited arbitration.

Director Vicari asked the Board members for comments.

There were no additional comments.

Ms. Vasil read the resolution to move to closed session.

On a motion by Freeholder Bartlett, seconded by Freeholder Kelly, the meeting moved to Closed Session at 4:25 PM for personnel discussion, appointments,

Members of the Board of Chosen Freeholders

February 13, 2014

Summary of the Pre-Board meeting of February 11, 2014

Page 3

reappointments, property acquisition and possible litigation. The motion was unanimously carried.

REVISED - FINAL

ENGINEERING DEPARTMENT AGENDA

Pre-Board Meeting of: February 11, 2014
For Board Meeting of: February 19, 2014

RECOMMEND ADVERTISEMENT

1. Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2014A

MISCELLANEOUS

1. Bond Release Resolution.
2. Resolution authorizing the execution of the Annual Accomplishment Report for the NJDEP, Division of Parks and Forestry, to maintain Ocean County's approved status of the Community Forestry Management Plan.
3. Resolution authorizing the transfer of any bond and Developers Agreement dated September 19, 2007 from Batch Brook, LLC to A.J. Skora, Inc.
4. Motion to acquire right-of-way and/or easement(s) by gift, purchase, exchange or condemnation for the purpose of intersection and signalization reconstruction at Monmouth Road (County Road 14) and Evergreen Road (County Road 8), Township of Plumsted (one parcel).

**No Associated
Documents**

MOTION

March 19, 2014

On motion duly made, seconded and carried, the plans and specifications for the **Ocean County College Infrastructure Improvements, Phase III, Toms River Township** were approved and the proper officers of the Board were authorized and directed to advertise.

MOTION

March 19, 2014

On motion duly made, seconded and carried, the plans and specifications for the **Construction of Barnegat Branch Trail Phase VI, Berkeley Township** were approved and the proper officers of the Board were authorized and directed to advertise.



COUNTY OF OCEAN
DEPARTMENT OF FINANCE

JULIE N. TARRANT
County Comptroller & CFO

CATHY A. ERNST
Assistant Comptroller

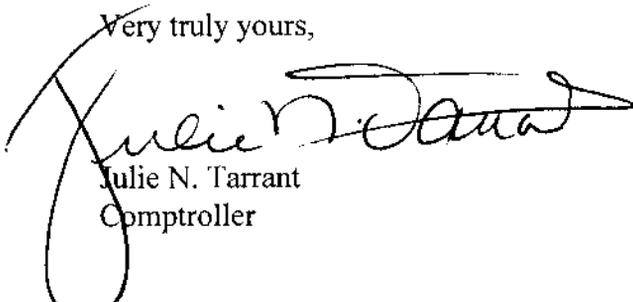
March 7, 2014

Board of Chosen Freeholders
Ocean County Administration Building
Toms River, New Jersey 08754

Dear Board Members:

Accompanying this letter, you will find a copy of the Master Payroll for the payment of all employees of the County of Ocean, setting forth the amounts to be paid on March 12, 2014. This is for the payroll period of February 13, 2014 through February 26, 2014 and for the payroll period February 27, 2014 through March 12, 2014. These payments were made in accordance with the Resolution passed by your Board on June 21, 1972.

Very truly yours,



Julie N. Tarrant
Comptroller

JNT/dmd
Pay #14-0d
Pd. 03/12/2014

RECEIVED
2002 MAR 10 A 8 38
CLERK OF THE BOARD
OF FREEHOLDERS

COUNTY OF OCEAN, NJ
DEPARTMENT OF FINANCE
MASTER PAYROLL CERTIFICATION

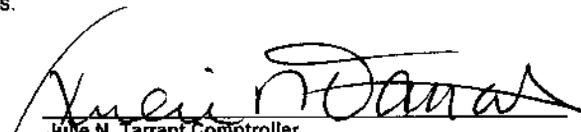
03/07/14

AMOUNT \$ 5,091,181.85

PERIOD FROM: February 13, 2014 TO: February 26, 2014
FROM: February 27, 2014 TO: March 12, 2014

FUND	BANK #	CHECK #	AMOUNT
016	01	wire	4,425,456.95
630	24	24-	0.00
905	28	26-1811	4,273.88
209	67	67-1383	622,754.95
210	68	68-3060	34,643.43
207	73	73-	0.00
201	83	N/A	0.00
225	97	97-1350	4,052.64

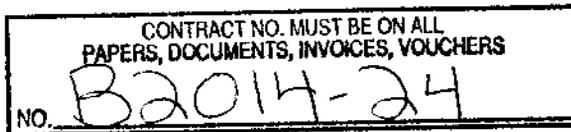
Julie N. Tarrant being duly sworn according to law, upon her oath, depose and says that the within County Payroll has been examined by her and has approved the amount of wages for each person as submitted by the various Department Heads.


 Julie N. Tarrant Comptroller

Approved by the Board of Chosen Freeholders

Director

**No Associated
Documents**



RESOLUTION

March 19, 2014

WHEREAS, February 25, 2014, pursuant to legal advertisements therefore, sealed bids were received for the furnishing and delivery of INSTALLATION OF DECORATIVE RAIL AT MANTOLOKING FISHING PIER PARK BRICK, NJ for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

<u>Name and Address of Bidder</u>	<u>Name and Address of Bidder</u>
Ninsa, LLC 125 Lincoln St. Hammonton, NJ 08037 (609) 561-7103	A-1 Fence, Inc. 166 7 th Street Elizabeth, NJ 07206 (908) 527-1066
Accent Fence, Inc. 1450 Bremen Avenue, PO Box 656 Egg Harbor, NJ 08215 (609) 965-6400	Carjen Fence, Inc. 1223 Park Street Peekskill, NY 10566 (914) 737-7700
George Koustas Painting & Construction, Inc. 70 Beechwood Ave. W.L.B. NJ 07764 (732) 571-1148	Highway Safety Systems, Inc. 716 White Horse Pike Hammonton, NJ 08037 (609) 567-2122
JAK Construction Corp. T/A Diamond Construction 35 - Beaverson Blvd. Brick, NJ 08723 (732) 262-7449	JS Welding, LLC 34 Brookside Ave. Hackettstown, NJ 07840 (973) 293-8330
Midlantic Construction, LLC 371 North Main Street Barnegat, NJ 08005 (732) 223-9393	National Fence Systems, Inc. 1033 Route One Avenel, NJ 07001 (732) 636-5600
New Age Fastening Systems, Inc. 11 A Enterprise Court Sewell, NJ 08080 (856) 218-8301	Quality Fence of Peekskill, Inc. 1223 Lincoln Terrace Peekskill, NY 10566 (914) 737-8700
Road Safety Systems, LLC 1 Linda Lane, Suite D Vincentown, NJ 08088 (609) 801-9332	R. C. Fabricators, Inc. 824 N. Locust Street Wilmington, DE 19801 (302) 573-8989
Sparwick Contracting, Inc. 18 Route 94 Lafayette, NJ 07848 (973) 300-4709	

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, namely that of, NINSA, LLC. be accepted.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract accepting the bid for the furnishing and delivery and Installation of Decorative Rail at Mantoloking Fishing Pier Park Brick, NJ for the County of Ocean. Project to be completed within four (4) calendar weeks of start date. Project to start on or about April 1, 2014, as follows:

NINSA, LLC. for two (2) items, to wit:

ITEMS NO. 1 and 2.

For a Total Lump Sum of \$66,155.00.

2. The acceptance made in Paragraph 1. is made with the understanding that the successful bidder will enter into a written contract for the faithful performance of their bid.

3. Payments for the services to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2014-24.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchasing, Department of Finance, County Department of Parks and Recreation, and Ninsa, LLC. the successful bidder.

Proposal for the furnishing, delivery and **INSTALLATION OF DECORATIVE RAIL AT MANTOLOKING FISHING PIER PARK, BRICK, NJ** for the County of Ocean.

To the Board of Chosen Freeholders of the County of Ocean

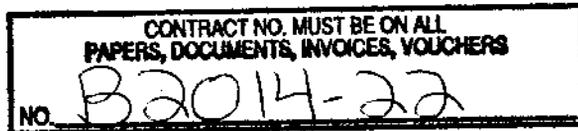
Gentlemen:

The undersigned hereby declare_ that _he_ carefully examined the advertisements and specifications for the furnishing, delivery and **INSTALLATION OF DECORATIVE RAIL AT MANTOLOKING FISHING PIER PARK, BRICK, NJ** and that they will complete the said contracts to all respects according to the specifications.

PRICE SCHEDULE



✓ 1	Furnish, Deliver and Install Decorative Rail	785	LF	<u>\$ 83.00</u>	<u>\$ 65,155.00</u>
✓ 2	Furnish, Deliver and Install ADA Cutout in Existing Rail	2	UNIT	<u>\$ 500.00</u>	<u>\$ 1,000.00</u>
TOTAL LUMP SUM (ADD ITEMS 1-2):				<u><u>\$ 66,155.00</u></u>	



RESOLUTION

March 19, 2014

WHEREAS, on February 11, 2014, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of DUCTILE IRON CULVERT PIPE for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

HD Supply Waterworks, LTD.
61 Gross Ave.
Edison, NJ 08837
(732) 225-1039

Atlantic States Cast Iron Pipe Company
183 Sitgreaves St.
Phillipsburg, NJ 08865
(908) 454-1161

Talatech Americas, LLC
197 Route 18, Suite 3000
East Brunswick, NJ 08816
(732) 456-6287

Name and Address of Bidder

Atlantic Plumbing Supply
702 Joline Ave.
Long Branch, NJ 07740
(732) 229-0334

Kennedy Culvert & Supply Co.
112 W. Atlantic Ave.
Clementon, NJ 08021
(856) 627-7000

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, namely that of, HD SUPPLY WATERWORKS, LTD. be accepted.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract accepting the low bid for the furnishing and delivery of Ductile Iron Culvert Pipe for the County of Ocean, for the contract period from date of award through March 18, 2015, a period of one (1) year, as follows:

HD SUPPLY WATERWORKS, LTD. for six (6) items, to wit:

ITEMS NO. 1, 2, 3, 4, 5 and 6.

This vendor has extended this contract to County Cooperative Contract System Participants.

2. Payments for the materials to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidder in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2014-22.

4. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchasing, Department of Finance, County Engineer, County Road Supervisor and HD Supply Waterworks, LTD. the successful bidder.

Proposal for the furnishing and delivery of **DUCTILE IRON CULVERT PIPE** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

() - YES () - NO

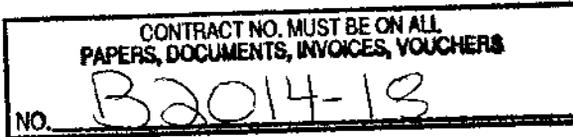
Gentlemen:

The undersigned hereby declare that he has carefully examined the Notice to Bidders, Specifications and Instructions for the Furnishing and Delivery of **DUCTILE IRON CULVERT PIPE** listed below and that, if awarded the Contract, he will further agree to furnish any additional units, should the Board of Freeholders determine the need for additional units, at the unit prices bid for the contract period of one (1) year. The contract will be awarded on a line item basis.

SCHEDULE OF QUANTITIES AND PRICES

Item #	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price
✓ 1	8" Ductile Iron Culvert Pipe, Class 52	500	LF	\$ 21.34	\$ 10,670.00
✓ 2	10" Ductile Iron Culvert Pipe, Class 52	750	LF	\$ 28.24	\$ 21,180.00
✓ 3	12" Ductile Iron Culvert Pipe, Class 52	1,200	LF	\$ 35.29	\$ 42,348.00
✓ 4	14" Ductile Iron Culvert Pipe, Class 52	1,000	LF	\$ 43.34	\$ 43,340.00
✓ 5	16" Ductile Iron Culvert Pipe, Class 52	1,000	LF	\$ 50.99	\$ 50,990.00
✓ 6	18" Ductile Iron Culvert Pipe, Class 52	1,200	LF	\$ 58.44	\$ 70,128.00

Delivery, A.R.O. Stock - 3 weeks



RESOLUTION

March 19, 2014

WHEREAS, on January 28, 2014, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Air Systems Maintenance, Inc.
718 Jefferson Avenue
Kenilworth, NJ 07033
(908) 241-1555

Core Mechanical, Inc.
7150 N. Park Drive, Suite 400
Pennsauken, NJ 08109
(856) 665-0636

George S. Hall, Inc.
30 Chapin Road, Unit 1204
PO Box 103, Pine Brook, NJ 07058
(973) 227-5515

Unitemp, Inc.
26 Worlds Fair Drive, Suite D
Somerset, NJ 08873
(908) 753-4800

Name and Address of Bidder

A.A. Duckett, Inc.
134 Maple Leaf Court
Glassboro, NJ 08028
(856) 863-1919

Falasca Mechanical, Inc.
3329 North Mill Road
Vineland, NJ 08360
(856) 794-2010

Peterson Service Company
234 Route 70
Medford, NJ 08055
(609) 714-3699

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, namely that of, AIR SYSTEMS MAINTENANCE, INC. be accepted.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract accepting the bid for the furnishing and delivery of Centrifugal Air Conditioning Systems Maintenance and Service for the County of Ocean, from date of award through March 18, 2016, a period of two (2) years, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

AIR SYSTEMS MAINTENANCE, INC. for twelve (12) items, to wit:

ITEMS NO. 1a, 1b, 1c, 1d, 2a, 2b, 2c, 2d, 3a, 3b, 4 and 5.

For a Total Lump Sum of \$114,001.44.

This vendor has extended this contract to County Cooperative Contract System Participants.

2. Payments for the services to be acquired by these contracts shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2014-18.

4. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchasing, Department of Finance, County Superintendent of Buildings and Grounds, and Air Systems Maintenance, Inc., the successful bidder.

**Proposal for the furnishing and delivery of CENTRIFUGAL AIR CONDITIONING SYSTEMS
MAINTENANCE AND SERVICE for the County of Ocean.**

**VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT
PURCHASING SYSTEM" PARTICIPANTS.**

(X) - YES () - NO

PRICE SCHEDULE

Item #	Description	Est. Qty. (2 Yrs.)	Unit of Measure	Unit Price	Total Price
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BUILDING #19 - ALL INCLUSIVE LABOR AND MATERIAL PRICE

✓1a	Preventative Maintenance	12	EA	\$ 204.00	\$ 2,448.00
✓1b	Thermographic Analysis	2	EA	\$ 300.00	\$ 600.00
✓1c	Shutdown Service	2	EA	\$ 1,233.18	\$ 2,466.36
✓1d	Off-Season Tower Maintenance	2	EA	\$ 1,233.18	\$ 2,466.36

BUILDING #20 - ALL INCLUSIVE LABOR AND MATERIAL PRICE

✓2a	Preventative Maintenance	12	EA	\$ 204.00	\$ 2,448.00
✓2b	Thermographic Analysis	2	EA	\$ 300.00	\$ 600.00
✓2c	Shutdown Service	2	EA	\$ 1,233.18	\$ 2,466.36
✓2d	Off- Season Tower Maintenance	2	EA	\$ 1,233.18	\$ 2,466.36

**LABOR AND PARTS / MATERIAL FOR REPAIRS/REPLACEMENT IN
EXCESS OF ITEMS #1 & #2**

✓3a	Labor Rate - Mechanic Regular Hours	250	HR	\$ 102.00	\$ 25,500.00
✓3b	Mechanic Overtime Hours	80	HR	\$ 153.00	\$ 12,240.00

✓4 Parts / Material Cost and Mark-Up for Preventative Maintenance and Repair. For bid purposes assume Parts / Material at \$25,000.00 per year.

Calculate percentage of markup charges on Parts / Material by multiplying \$50,000.00 by your standard mark-up (show bid mark-up here) 20 %

Example: \$50,000.00 by 11% = \$5,500.00
Or \$50,000.00 by .11 = \$5,500.00.

Show wholesale cost of Parts / Material plus markup % above in the space provided at the right (\$50,000.00 x 20 %)+ \$50,000.00 =

\$ 60,000.00

EMERGENCY REPAIR REFRIGERANT RECOVERY

✓5 Cost of recovery of refrigerant required to perform an emergency repair. (For bid purposes calculate only one (1) operation). Include time and material costs.

1	EA	<u>\$ 300,00</u>	<u>\$ 300.00</u>
---	----	------------------	------------------

TOTAL LUMP SUM

(Add Item #'s 1a, 1b, 1c, 1d, 2a, 2b, 2c, 2d, 3a, 3b, 4 and 5):

\$ 114,001.44

Include, with bid submission, Proof of Accounts with:

- (a) Trane Corporation
- (b) Carrier Corporation

Number of Years in Business: 30

Number of Fully Equipped & Supplied Service Vehicles: 44

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. B2014-21

RESOLUTION

March 19, 2014

WHEREAS, on February 4, 2014, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of PRINTING OF OCEAN COUNTY BROCHURES NO. II for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Bartash Printing, Inc.
5400 Grays Ave.
Philadelphia, PA 19143
(215) 724-1700

Courier Printing Corp.
24 Laurel Bank Ave.
Deposit, NY 13754
(607) 467-2191

Fox Marketing Service
836 Palisade Ave.
Teaneck, NJ 07666
(201) 692-8600

Graphic Image, Inc.
561 Boston Post Rd.
Milford, CT 06460
(203) 877-8787

Jersey Printing Assoc, Inc.
PO Box 355, 153 First Ave.
Atlantic Highlands, NJ 07716
(732) 873-9654

KT'S Office Services, LLC
1555 Rt. 37 W, Unit 1
Toms River, NJ 08755
(732) 914-0002

Roelynn Litho, Inc.
687 Prospect St.
Lakewood, NJ 08701
(732) 942-9650

Name and Address of Bidder

AJ Images, Inc.
259 East 1st Avenue
Roselle, NJ 07203
(908) 241-6900

Deans Graphics, LLC
16 Mill St.
Mt. Holly, NJ 08060
(609) 261-8817

GraphiColor Corporation
3490 North Mill Road
Vineland, NJ 08360
(856) 691-2507

Hummel Printing
850 Springfield Rd.
Union, NJ 07083
(908) 688-5300

KB Offset Printing, Inc.
3500 E College Ave.
State College, PA 16801
(814) 237-7600

Morris Graphics, Inc.
660 N. Broad Street
Woodbury, NJ 08096-1708
(856) 845-4980

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, be accepted, namely, BARTASH PRINTING, INC. Recommendation is made to not award Item No. 1.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract, for the furnishing and delivery of Printing of Ocean County Brochures No. II, for the County of Ocean, for the contract period from date of award through March 18, 2015, a period of one (1) year. The County reserves the right to extend the contract for one (1) additional year by mutual agreement between the County and the contractor with no increase in base price, as follows:

BARTASH PRINTING, INC. for one (1) item, to wit:
ITEM NO. 1a.

2. Payments for the materials and services to be acquired by these contracts shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2014-21.

4. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchasing, Department of Finance, County Department of Parks and Recreation and Bartash Printing, Inc. the successful bidder.

Proposal for the furnishing and delivery of **PRINTING OF OCEAN COUNTY BROCHURES NO. II** for the County of Ocean.

To the Board of Chosen Freeholders of the County of Ocean

Gentlemen:

The undersigned hereby declare that he ha carefully examined the advertisements and specifications for the **PRINTING OF OCEAN COUNTY BROCHURES NO. II** and that they will complete the said contract in all respects according to the specifications

PRICE SCHEDULE

Item #	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price
1	Provide and Deliver: Out and About Ocean County: A News Guide to Arts and Leisure Events Brochure, As Specified	33,250	M	<u>\$303.70</u>	<u>\$10,098.03</u>
OPTION:					
✓1a	Provide and Deliver: Out and About Ocean County: A News Guide to Arts and Leisure Events Brochure, As Specified	33,250	M	<u>\$318.68</u>	<u>\$10,596.11</u>

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. B2014-20

RESOLUTION

March 19, 2014

WHEREAS, on February 4, 2014 pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of CATCH BASINS AND MANHOLE CASTINGS for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Bridgestate Foundry
175 Jackson Road
Berlin, NJ 08009
(856) 767-0400

Name and Address of Bidder

General Foundries, Inc.
1 Progress Road
North Brunswick, NJ 08902
(732) 951-9001

;

and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, in each instance be accepted, namely, BRIDGESTATE FOUNDRY, and GENERAL FOUNDRIES, INC.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract, accepting the bid for the furnishing and delivery of Catch Basins and Manhole Castings for the County of Ocean, for the contract period from date of award through March 18, 2015, a period of one (1) year, OR until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A: 11-15, as follows:

A. BRIDGESTATE FOUNDRY for four (4) items, to wit:

ITEMS NO. 2, 4, 5 and 6.

B. GENERAL FOUNDRIES, INC. for two (2) items, to wit:

ITEMS NO. 1 and 3.

2. The acceptance made in Paragraph 1. A and B inclusive, is made with the understanding that the successful bidders will enter into a written contract for the faithful performance of their bid.

3. Payments for the materials to be acquired by these contracts shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2014-20.

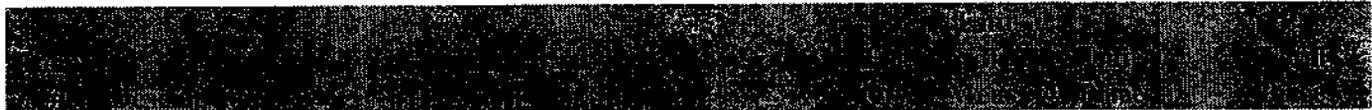
5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchasing, Department of Finance, County Road Supervisor, and the successful bidders.

Proposal for the furnishing and delivery of CATCH BASINS AND MANHOLE CASTINGS for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

() - YES () - NO

PRICE SCHEDULE



- | | | | |
|----|---|-------|--|
| 1 | 42" x 48" - Type B&C - Highway Catch Basin Head,
(Bikegrate grating - ECO/Non-Mountable Curb Type)
"Bridgestate Type "N", or Equivalent"
Furnished & Delivered | 25 EA | <u>\$ 675.00</u> <u>\$ 16,875.00</u> |
| | Manufacturer <u>BRIDGESTATE, ET, NEENAH</u> | | |
| | Pattern # <u>2618</u> | | |
| | Delivery After Receipt of Order <u>7-10 Days</u> (A.R.O.) | | |
| ✓2 | 47 3/4" x 21 3/4" - Type E - Double Flat Frame & ECO Bike
Grate "Bridgestate, Phase II,
Stormwater Compliant Grate, Or Equivalent"
Furnished & Delivered | 25 EA | <u>\$ 702.00</u> <u>\$ 17,550.00</u> |
| | Manufacturer <u>BRIDGESTATE, ET, NEENAH</u> | | |
| | Pattern # <u>3425</u> | | |
| | Delivery After Receipt of Order <u>7-10 Days</u> (A.R.O.) | | |
| 3 | 46" x 46" Manholes, 10" - Square Frame with Circular
Covers "Campbell Foundry Pattern #1232,
Flockhard Foundry Type 615-B, Pattern#60893, or
Equivalent" Furnished and Delivered | 15 EA | <u>\$ 1,275.00</u> <u>\$ 19,125.00</u> |
| | Manufacturer <u>BRIDGESTATE, ET, NEENAH</u> | | |
| | Pattern # <u>1232</u> | | |
| | Delivery After Receipt of Order <u>7-10 Days</u> (A.R.O.) | | |

- ✓ 4 Manhole 5" - 46" x 46" Square Frame with Circular Covers Pattern #1232-5" Furnished & Delivered
- 15 EA \$ 1175.00 \$ 17,625.00
- Manufacturer BRIDGESTATE, ET, Newark
 Pattern # 1232-5"
 Delivery After Receipt of Order 7-10 Days (A.R.O.)
- ✓ 5 47 3/4" x 21 3/4" - Type A - Heavy Highway Frame & Grate (Bike Grating single grate) "Campbell Foundry Pattern #3432, Or Equivalent" Furnished & Delivered
- 30 EA \$ 365.00 \$ 10,950.00
- Manufacturer BRIDGESTATE, ET, Newark
 Pattern # 3405
 Delivery After Receipt of Order 7-10 Days (A.R.O.)
- ✓ 6 30" x 24" - Heavy Duty Rectangular Frame and Bike Grate "Campbell Foundry Pattern #3084, or Equivalent" Furnished & Delivered
- 25 EA \$ 475.00 \$ 11,875.00
- Manufacturer BRIDGESTATE, ET, Newark
 Pattern # 3084
 Delivery After Receipt of Order 7-10 Days (A.R.O.)

Proposal for the furnishing and delivery of CATCH BASINS AND MANHOLE CASTINGS for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

- YES

- NO

[Signature]

PRICE SCHEDULE

Item #	Description	Est. Qty	Unit Price	Total Price
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1	42" x 48" - Type B&C - Highway Catch Basin Head, (Bikegrate grating - ECO/Non-Mountable Curb Type) "Bridgestate Type "N", or Equivalent" Furnished & Delivered	25	EA \$ 674.00	\$ 16,850.00
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Manufacturer US FOUNDRY & MFG CORP

Pattern # GFI 52198

Delivery After Receipt of Order 2 WEEKS (A.R.O.)

2	47 3/4" x 21 3/4" - Type E - Double Flat Frame & ECO Bike Grate "Bridgestate, Phase II, Stormwater Compliant Grate, Or Equivalent" Furnished & Delivered	25	EA \$ 709.00	\$ 17,725.00
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Manufacturer US FOUNDRY & MFG CORP

Pattern # GFI 52942

Delivery After Receipt of Order 2 WEEKS (A.R.O.)

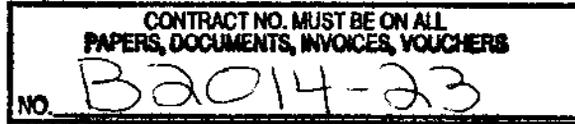
3	46" x 46" Manholes, 10" - Square Frame with Circular Covers "Campbell Foundry Pattern #1232, Flockhard Foundry Type 615-B, Pattern#60893, or Equivalent" Furnished and Delivered	15	EA \$ 995.00	\$ 14,925.00
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Manufacturer US FOUNDRY & MFG CORP

Pattern # GFI 53810

Delivery After Receipt of Order 2 WEEKS (A.R.O.)

* ABOVE PRICES CAN BE USED BY COOPERATIVE PURCHASING SYSTEM PARTICIPANTS FOR MINIMUM ORDER OF \$4000.00



RESOLUTION

March 19, 2014

WHEREAS, on February 11, 2014, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of STATIONERY AND OFFICE SUPPLIES for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Name and Address of Bidder

W.B. Mason Co., Inc.
21 Commerce Drive
Cranbury, NJ 08512
(888) 926-2766

Office Basics, Inc.
22 Creek Circle
Boothwyn, PA 19061
(610) 471-1000

Staples Contract & Commercial, Inc.
Operating as Staples Advantage
500 Staples Drive
Framingham, MA 01702
(856) 340-5017

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the highest qualified bid, according to specifications, in each instance, namely, W.B. MASON CO., INC. and OFFICE BASICS, INC. be accepted. Contract will be awarded to the vendor offering the highest discount.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into contracts, accepting the bids for the furnishing and delivery of Stationery and Office Supplies for the County of Ocean, for the contract period from date of award through February 28, 2015, OR until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

A. W.B. MASON CO., INC. for fourteen (14) items, to wit:
ITEMS NO. 1, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 2h, 2i, 2j, 2k, 2l and 2m

Catalog: UNITED STATIONERS SUPPLY CO.

This vendor has extended this contract to County Cooperative Contract System Participants.

B. OFFICE BASICS for fourteen (14) items, to wit:

ITEMS NO. 1, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 2h, 2i, 2j, 2k, 2l and 2m

Catalog: S.P. RICHARDS

This vendor has extended this contract to County Cooperative Contract System Participants.

2. The acceptance made in Paragraph 1. A thru B inclusive is made with the understanding that the successful bidders will enter into a written contract for the faithful performance of their bid.

3. Payments for the materials to be acquired by these contracts shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2014-23.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchasing, Department of Finance, County Adjuster's, Bridges, Buildings and Grounds, Central Supply Warehouse, Construction Inspection, Consumer Affairs/Weights & Measures, Corrections, County Administrator, County Clerk, County Connection, Cultural & Heritage, Election Board, Employee Relations/Personnel, Engineering, Engineering Sign Shop, Extension Service, Fire Marshall (Lakewood), Fire/First Aid Training Center, Freeholder Little, Health Department, Human Services, Information Technology, Juvenile Services, Management and Budget, Medical Examiner, Mosquito Extermination Commission, Northern Recycling Center, Northern Resource Center, Parks Department, Planning Board, Policy Academy, Printing and Graphic Arts, Prosecutor, Public Affairs, Public Information, Purchasing, Risk Management, Roads, Security, Senior Services, Shade Tree Commission, Sheriff's 911 Communications, Sheriff's CIU, Sheriff's Emergency Management, Sheriff's Office, Sheriff's Warrants Div., Social Services, Solid Waste Management, Southern Recycling Center, Superintendent of Schools, Surrogate, Tax Board, Transportation Department, Vehicle Services, Veteran's Service Bureau, Wireless Technology, Women's Commission and the successful bidders.

Proposal for the furnishing and delivery of **STATIONERY AND OFFICE SUPPLIES** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

() - YES () - NO

PRICE SCHEDULE

DESCRIPTION	PERCENTAGE DISCOUNT (NOT LESS THAN)
SECTION I	
✓1 Discount Percentage (%) for Stationery and Office Supplies, As Specified (BASIS OF AWARD)	<u>70.3</u> %
SECTION II	
✓2a Art & Drafting	<u>35</u> %
✓2b Batteries	<u>37</u> %
✓2c Bulletin Boards & Rails	<u>37</u> %
✓2d Calculators	<u>34</u> %
✓2e Calendars	<u>40</u> %
✓2f Clocks	<u>32</u> %
✓2g Computer Monitor Stands & Arms	<u>37</u> %
✓2h Desk Organizers	<u>35</u> %
✓2i Envelopes	<u>40</u> %
✓2j Maps & Flags	<u>32</u> %
✓2k Scissors	<u>37</u> %
✓2l Shredders	<u>35</u> %
✓2m Trimmers	<u>35</u> %

Bidder(s) shall submit one (1) copy of the 2014 catalog they are bidding with their bid.

Catalog (MUST circle one): S.P. Richards United Stationers Supply Co.

Name of Bidder: W.B. MASON CO, INC
 Address: 21 COMMERCE DR
CRANBURY NJ 08512
 Telephone: 888-926-2766

STATIONERY AND OFFICE SUPPLIES BID

SECTION I

2014 United Stationers Supply Co. Included Items	
<u>Item Description</u>	<u>Page Numbers</u>
Art & Drafting (Portfolios)	293
Badges & Accessories	303-309
Binders & Binding Systems Supplies	316-347, 349-357
Board Accessories	364, 368, 373-374, 379, 384, 391, 394
Books	395-400
Calculator Accessories	466-472, 1208-1210
Camera Accessories	545
Card Filing & Cards	546-558
Cash Boxes & Handling	567-576
Catalog Racks	577-579
Chair Back Supports	192-193
Clipboards, Clips & Clamps	662-667
Computer Supplies	701-704, 748-758, 767
Copyholders	769-772
Correction Supplies	773-778
Data Storage Media (Tape Cartridges, etc.)	711-725
Desk Accessories	779-811
Dictation Tapes	822
File Fasteners, Folders & Files	845-944
Flags	957-962
Forms	965-981
Frames	982-990
Glues & Adhesives	991-999
Indexes	1013-1028
Label Holders	1035
Label Makers (Manual) & Supplies	1043-1047
Labels	1048-1060
Laminating Accessories	1064, 1066-1070
Lamps	1071-1077
Letter Openers	1082
Literature Files	1090
Mailroom & Shipping Supplies	1104-1118, 1518-1524
Magnifiers	1120-1121
Notebooks & Organizers	1128-1141

2014 United Stationers Supply Co. Included Items (Cont'd)	
<u>Item Description</u>	<u>Page Numbers</u>
Pads & Pad Holders	1142-1169
Paper	1203
Pens, Pencils & Pencil Sharpeners (No pens or pencils costing more than \$10.00 each, list price)	1211-1288
Posters	1289-1290
Paper Punches (No punches costing more than \$150.00 each, list price)	1381-1385
Printing Ribbons	1365-1370
Report Covers	1386-1402
Rubber Bands & Rulers	1403-1406
Sheet Protectors	1428-1435
Shredder Supplies (excluding shredders)	1437-1448
Signs	1449-1454
Stamps & Ink	1464-1470
Staplers, Staples & Removers (No staplers costing more than \$600.00 each, list price)	1472-1493
Surge Protectors	1498-1508
Tags & Tape for Pricemarkers	1509-1512
Tape & Dispensers	1513-1515, 1517
Telephone Shoulder Rests & Wipes	1534, 703
Time Cards	1537-1539, 1541-1542
Waste Containers (No containers exceeding \$20.00 each, list price)	1565-1566, 1568, 1571-1572, 1574

EXCLUSIONS

The following items are **excluded** from Section I of the bid:

- All furniture
- All filing cabinets
- All computer hardware, software, accessories and supplies not listed in Section I.
- All other office equipment (including but not limited to, fax machines, typewriters, calculators, copiers, time clocks, vacuum cleaners, etc.)

SECTION II

2014 United Stationers Supply Co. Included Items	
<u>Item Description</u>	<u>Page Numbers</u>
a. Art & Drafting (excluding Portfolios)	291-292, 294-302
b. Batteries	310-314
c. Bulletin Boards & Rails	369, 374-379, 381-382
d. Calculators	466-479
e. Calendars	481-542
f. Clocks	668-671
g. Computer Monitor Stands & Arms	759-766
h. Desk Organizers	812-818
i. Envelopes	823-840
j. Maps & Flags	1119-1120
k. Scissors	1423-1427
l. Shredders (excluding supplies)	1437-1447
m. Trimmers	1547-1551

SECTION II

2014 S.P. Richards Included Items	
<u>Item Description</u>	<u>Page Numbers</u>
a. Art & Drafting (excluding Portfolios)	210, 212-228
b. Batteries	257-258
c. Bulletin Boards & Rails	313-320, 326
d. Calculators	350-370
e. Calendars	373-420
f. Clocks	458-460
g. Computer Monitor Stands & Arms	524-528
h. Desk Organizers	557
i. Envelopes	587-605
j. Maps & Flags	875
k. Scissors	1178-1185
l. Shredders (excluding Supplies)	1195-1214
m. Trimmers	1305-1309

Proposal for the furnishing and delivery of **STATIONERY AND OFFICE SUPPLIES** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

(✓) - YES () - NO

PRICE SCHEDULE



SECTION I

✓ 1 Discount Percentage (%) for Stationery and Office Supplies, As Specified (**BASIS OF AWARD**) 70 %

SECTION II

✓ 2a	Art & Drafting	<u>40</u>	%
✓ 2b	Batteries	<u>40</u>	%
✓ 2c	Bulletin Boards & Rails	<u>40</u>	%
✓ 2d	Calculators	<u>25</u>	%
✓ 2e	Calendars	<u>45</u>	%
✓ 2f	Clocks	<u>40</u>	%
✓ 2g	Computer Monitor Stands & Arms	<u>35</u>	%
✓ 2h	Desk Organizers	<u>30</u>	%
✓ 2i	Envelopes	<u>50</u>	%
✓ 2j	Maps & Flags	<u>30</u>	%
✓ 2k	Scissors	<u>40</u>	%
✓ 2l	Shredders	<u>40</u>	%
✓ 2m	Trimmers	<u>35</u>	%

Bidder(s) shall submit one (1) copy of the 2014 catalog they are bidding with their bid.

Catalog (**MUST** circle one): S.P. Richards United Stationers Supply Co.

Name of Bidder: Office Basics Inc.

Address: 22 Creek Circle
Boothwyn, PA 19061

Telephone: 610-471-1000

SECTION I

2014 S.P. Richards Included Items	
<u>Item Description</u>	<u>Page Numbers</u>
Art & Drafting (Portfolios)	212
Backrests	246
Badges & Holders	247-251, 253-256
Binders & Binding Systems Supplies	259-261, 263-290, 294-301
Board Accessories	309, 321-325
Books	330-336
Calculator Accessories	371-372, 945-946
Camera Albums and Supplies	422
Card Filing & Cards	423-427, 429-434
Cash Boxes & Handling	436-444
Catalog Racks	445-447
Clipboards & Form Holders	448-452
Clips, Clamps & Fasteners	453-457
Computer Cleaning	473-476
Computer Media & Computer Media Storage	496-497, 499-503
Computer Monitor Screens	505-507
Computer Mouse/Wrist Pads, etc.	508-511
CPU Stands	522
Copyholders	529-532
Correction Supplies	534-538
Desk Accessories	540-556, 558-574
Dictation Accessories	575
Easel Pads	584-586
File Folders & Filing	608-677
Forms	681-690
Frames, Certificates & Awards	691-699
Glue & Adhesives	700-709
Index Dividers, Index Tabs & Flags	754-775, 896
Label Makers (Manual) & Accessories	797, 799, 801, 804-805
Label Holders	191, 260, 289, 708, 855
Labels	806-823
Laminating Accessories	829, 833-835
Lamps	836-841
Letter Openers	574, 596
Magnifiers	854

2014 S.P. Richards Included Items (Cont'd)	
<u>Item Description</u>	<u>Page Numbers</u>
Mailers & Mailing Supplies	860-871, 1273-1280
Motivational Materials	879-880
Notebooks & Organizers	881-895
Pads & Pad Holders	897-919
Paper	920
Pens, Pencils & Sharpeners (No pens or pencils costing more than \$10.00 each, list price)	896, 949-967, 973-1027
Paper Punches (No punches costing more than \$150.00 each, list price)	1131, 1133-1139
Report Covers	1140-1150
Ribbons	1151-1154
Rubber Bands & Rulers	1155-1159
Sheet Protectors	1186-1191
Shredder Supplies (excluding shredders)	1195-1215
Signs	1216-1220
Stamps & Ink	1226-1234
Staplers (Battery & Electric), Staple Removers & Staples (No staplers costing more than \$600.00 each, list price)	1235-1253
Surge Protectors	1255-1264
Tags & Tape for Pricemarkers	1265-1266
Tape & Dispensers	1267-1270, 1272
Telephone Shoulder Rests, List Finders, Pads, etc.	1282-1285
Time Recorder Cards	1297-1298, 1300-1301
Waste Containers (No containers exceeding \$20.00 each, list price)	1465, 1467-1468

EXCLUSIONS

The following items are **excluded** from Section I of the bid:

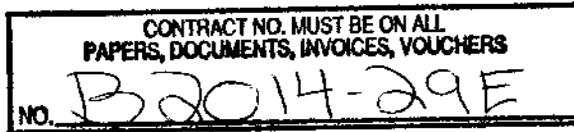
- All furniture
- All filing cabinets
- All computer hardware, software, accessories and supplies not listed in Section I.
- All other office equipment (including but not limited to, fax machines, typewriters, calculators, copiers, time clocks, vacuum cleaners, etc.)

SECTION II

2014 United Stationers Supply Co. Included Items	
<u>Item Description</u>	<u>Page Numbers</u>
a. Art & Drafting (excluding Portfolios)	291-292, 294-302
b. Batteries	310-314
c. Bulletin Boards & Rails	369, 374-379, 381-382
d. Calculators	466-479
e. Calendars	481-542
f. Clocks	668-671
g. Computer Monitor Stands & Arms	759-766
h. Desk Organizers	812-818
i. Envelopes	823-840
j. Maps & Flags	1119-1120
k. Scissors	1423-1427
l. Shredders (excluding supplies)	1437-1447
m. Trimmers	1547-1551

SECTION II

2014 S.P. Richards Included Items	
<u>Item Description</u>	<u>Page Numbers</u>
a. Art & Drafting (excluding Portfolios)	210, 212-228
b. Batteries	257-258
c. Bulletin Boards & Rails	313-320, 326
d. Calculators	350-370
e. Calendars	373-420
f. Clocks	458-460
g. Computer Monitor Stands & Arms	524-528
h. Desk Organizers	557
i. Envelopes	587-605
j. Maps & Flags	875
k. Scissors	1178-1185
l. Shredders (excluding Supplies)	1195-1214
m. Trimmers	1305-1309



RESOLUTION

March 19, 2014

WHEREAS, on March 4, 2014, pursuant to legal advertisements therefor, sealed bids were received for the RECONSTRUCTION OF TRAFFIC SIGNALS, CONTRACT 2014A, BOROUGH OF SEASIDE HEIGHTS, Ocean County, State of New Jersey, ; and

WHEREAS, at the advertised time, responses were received from the following bidders:

<u>Name and Address of Bidder</u>	<u>Name and Address of Bidder</u>
Orchard Holdings, LLC 1913 Atlantic Ave., Ste. 193 Manasquan, NJ 08736 (732) 560-8200	FAI-GON Electric, Inc. 140 11 th St. Piscataway, NJ 08854 (732) 968-9400
S. Brothers, Inc. PO Box 317 South River, NJ 08882 (732) 446-3390	J. C. Contracting, Inc. 25 Orange St. Bloomfield, NJ 07003 (973) 748-5600
Techna-Pro Electric, LLC 100 Pike Rd., Bldg. B Mount Laurel, NJ 08054 (856) 802-9940	

; and

WHEREAS, after the receipt and examination of same, the County Director of Purchase referred all bids to the County Engineer for study and recommendation to the Board; and

WHEREAS, the County Engineer has now recommended to this Board that the lowest qualified bid, according to specifications, namely that of, ORCHARD HOLDINGS, LLC, be accepted for the Reconstruction of Traffic Signals, Contract 2014A, Borough of Seaside Heights, Ocean County, State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract with Orchard Holdings, LLC, accepting their low bid in the total amount of \$563,983.07 for the Reconstruction of Traffic Signals, Contract 2014A, Borough of Seaside Heights, Ocean County, State of New Jersey, in accordance with plans and specifications prepared by the County Engineer. All work under this Contract shall be completed within **Eighty four (84) calendar days**.

2. The Department of Finance has certified that funds are available in Account No. 402-185-C210 in the amount of \$178,545.29; Account No. 300-185-C309 in the amount of \$93,000.00 and Account No. 404-185-C309 in the amount of \$292,437.78 to cover this contract and the amount of the contract shall be encumbered against the said Appropriations.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2014-29E.

4. Be it further resolved that certified copies of this Resolution shall be made available to each of the following:

- a. County Auditor;
- b. Department of Purchasing;
- c. Department of Finance; and
- d. County Engineer who shall see that the successful bidder enters into a proper contract for the faithful performance of their bid and that said contract is duly filed with the Clerk of this Board; and who shall see that the successful bidder furnishes to the County of Ocean a properly executed surety company bond for the faithful performance of their contract.

**No Associated
Documents**

RESOLUTION

March 19, 2014

WHEREAS, Contract #B2013-16A was entered into on March 20, 2013, with Altec Building Systems Corporation, in connection with the project known as – Bldg # 31, Chestnut Street, Fire Damage Repairs.

WHEREAS, it has been determined that revisions to the contract are necessary due to the following: Change Order # 1 – Allowance from contract not used,

WHEREAS, these costs resulted in total deduction in the amount of \$ - 1,000.00; and

WHEREAS, a request for Change Order stating the facts involved and certifying that the proposed Change Order is consistent with the regulations for such Change Orders promulgated by the State Department of Community Affairs, Division of Local Government Services, under the authority of N.J.S.A. 52:27BB-32; and

WHEREAS, the Contractor has agreed to accept these changes to the contract.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

The contract amount shall be decreased by \$ 1,000.00 with funding available in account # 9999-231-080-0311-6200.

Yezzi Associates is hereby authorized to issue Change Order #1, a contract decrease in the amount of \$ 1,000.00 to Altec Building Systems Corporation, in connection with the project known as Bldg # 31, Chestnut Street, Fire Damage Repairs.

That the Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into an Amendatory Contract with Altec Building Systems Corporation, to cover Change Order #1 and to provide additional information and furnish such documents as may be required.

The contract number must be placed on all papers, documents, invoices, and vouchers pertaining to said contract, the number being B2013-16A.

Certified copies of this Resolution shall be forwarded to the County Auditor, County Director of Purchase, Department of Finance, Buildings & Grounds Department, County Counsel, and Altec Building Systems Corporation.

RESOLUTION

March 19, 2014

WHEREAS, Contract #B2012-147A was entered into on November 7, 2012 with Altec Building Systems Corporation, in connection with the project known as Replacement of Front Entrance Enclosures at the O.C. Administration Building; and

WHEREAS, it has been determined that revisions to the contract are necessary due to the following:
CO#2 – Revise C/O #2 previously submitted “ North Double Door”;

WHEREAS, these costs resulted in additional project costs in the net amount of \$6,995.00; and

WHEREAS, the Consulting Engineer, Yezzi Associates, has duly filed with this Board a request for Change Order stating the facts involved and certifying that the proposed Change Order is consistent with the regulations for such Change Orders promulgated by the State Department of Community Affairs, Division of Local Government Services, under the authority of N.J.S.A. 52:27BB-32; and

WHEREAS, the Contractor has agreed to accept these changes to the contract.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The contract amount shall be increased by \$6,995.00 with funding available in account #9999-400-070-C017-6200.
2. Yezzi Associates is hereby authorized to issue Change Order #1, a contract increase in the amount of \$6,995.00 to Altec Building Systems Corporation, in connection with the project known as Ocean County Replacement of Front Entrance Enclosures at the O.C. Administration Building;
3. That the Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into an Amendatory Contract with Altec Building Systems Corporation, 904 Atlantic Avenue, Point Pleasant, New Jersey 08742, to cover Change Order #1 and to provide additional information and furnish such documents as may be required.
4. The contract number must be placed on all papers, documents, invoices, and vouchers pertaining to said contract, the number being B2012-147A.
5. Certified copies of this Resolution shall be forwarded to the County Auditor, County Director of Purchase, Department of Finance, Buildings & Grounds Department, County Counsel, and Altec Building Systems Corporation.

**No Associated
Documents**

RESOLUTION

March 19, 2014

WHEREAS, on May 4, 2011, the Ocean County Board of Chosen Freeholders entered into a Competitive Contracting Agreement with Conmed, Inc. t/a Conmed Healthcare Management, Inc, for the purpose of providing Jail Healthcare Services for the Ocean County Department of Corrections; and

WHEREAS, the Agreement was awarded for the term of three (3) years, commencing July 1, 2011 with the County retaining the option to renew said Agreement for two (2) additional one year periods; and

WHEREAS, the County now desires to utilize the option to extend the Agreement for one (1) additional one year period with said vendor, Conmed, Inc. t/a Conmed Healthcare Management, Inc. for the term of July 1, 2014 to June 30, 2015 at a cost not to exceed \$3,625,434.24.

WHEREAS, funds for these services will be made available contingent upon the adoption of the 2014 County budget, at which time the Department of Finance will notify the appropriate County official when funds have become available; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an extended Agreement with Conmed Inc., t/a Conmed Healthcare Management, Inc., 7250 Parkway Drive, Suite 400, Hanover, MD 21076 for a term of one (1) year commencing July 1, 2014.
2. The contract number must be placed on all paper documents, invoices and vouchers pertaining to this Agreement, being CC2014-62.
3. Notice of the Award of this Amended Agreement shall be published once as required by law.
4. A certified copy of this Resolution, together with a copy of the Agreement executed by the parties, shall remain on file and be available for public inspection at the office of the Clerk of the Board of Chosen Freeholders.

5. Certified copies of this Resolution shall be made available to:

Conmed Inc., t/a Conmed Healthcare Management, Inc.

Ocean County Comptroller

Ocean County Auditor

Ocean County Department of Corrections

Ocean County Counsel

RESOLUTION

March 19, 2014

WHEREAS, on December 21, 2011, the Ocean County Board of Chosen Freeholders adopted a resolution entering into a Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3 with Preferred Behavioral Health of N.J., Inc. for the purpose of providing a Outpatient Substance Abuse program, and

WHEREAS, these services comply with the priorities in the County Comprehensive Youth Services Plan 2014 Update approved on December 11, 2013, and can be renewed under the Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3; and

WHEREAS, the funds will be available within the Family Court Juvenile Services FY13 and FY14 Grants; and

WHEREAS, the County reserves the right to terminate this contract at any time during the contract term if sufficient funds are not available and appropriated to cover the cost of same.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute the option to extend the Agreement with Preferred Behavioral Health, located at 1500 Route 88 West, Brick, NJ 08724.
2. The NJ Juvenile Justice Commission has approved the extension of the grant period and the use of remaining FY13 funds in the amount of 7,842.00 from the account number 017-819-H031 and 61,000.00 from account number 017-819-J031 for a total not to exceed \$68,842.00.
3. The contract number shall be placed on all papers, documents, invoices and vouchers pertaining to this Agreement, number being CC2014-63.
4. The Freeholder Director and the Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.
5. That certified copies of this resolution shall be made available to:
 - a. County Counsel
 - b. County Auditor
 - c. Preferred Behavioral Health
 - d. County Department of Juvenile Services
 - e. County Youth Services Commission Administrator.

RESOLUTION

March 19, 2014

WHEREAS, on December 21, 2011, the Ocean County Board of Chosen Freeholders adopted a resolution entering into a Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3 with New Hope Foundation, Inc. for the purpose of providing Inpatient Substance Abuse Treatment; and

WHEREAS, these services comply with the priorities in the County Comprehensive Youth Services Plan 2014 Update approved on December 11, 2013, and can be renewed under the Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3; and

WHEREAS, the funds will be available within the Family Court Juvenile Services FY13 and FY14 Grants; and

WHEREAS, the County reserves the right to terminate this contract at any time during the contract term if sufficient funds are not available and appropriated to cover the cost of same.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute the option to extend the Agreement with New Hope Foundation, Inc., located at 80 Conover Road, PO Box 66, Marlboro NJ 07746.
2. The NJ Juvenile Justice Commission has approved the extension of the grant period and the use of remaining FY13 fund in the amount of \$10,935.00 from account number 017-819-H031 and \$34,020.00 from account number 017-810-J031 for a total not to exceed \$44,955.00.
3. The contract number shall be placed on all papers, documents, invoices and vouchers pertaining to this Agreement, number being CC 2014-64.
4. The Freeholder Director and the Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.
5. That certified copies of this resolution shall be made available to:
 - a. County Counsel
 - b. County Auditor
 - c. New Hope Foundation
 - d. County Department of Juvenile Services
 - e. County Youth Services Commission Administrator.

RESOLUTION

March 19, 2014

WHEREAS, on April 4, 2012, the Ocean County Board of Chosen Freeholders adopted a resolution entering into a Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3 with Youth Advocate Programs, Inc., for the purpose of providing Family Court Diversion Services; and

WHEREAS, these services comply with the priorities in the County Comprehensive Youth Services Plan 2014 Update approved on December 11, 2013, and can be renewed under the Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3; and

WHEREAS, the funds will be available within the Family Court Juvenile Services FY13 and FY14 Grants; and

WHEREAS, the County reserves the right to terminate this contract at any time during the contract term if sufficient funds are not available and appropriated to cover the cost of same.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute the option to extend the Agreement with Youth Advocate Programs, Inc., 2007 North Third Street, Harrisburg, PA 17102.
2. The NJ Juvenile Justice Commission has approved the extension of the grant period and the use of remaining FY13 fund in the amount of \$3,482.18 from account number 017-819-H031 and \$13,000.00 from account number 017-819-J031 for a total not to exceed \$16,482.18.
3. The contract number shall be placed on all papers, documents, invoices and vouchers pertaining to this Agreement, number being CC 2014-65.
4. The Freeholder Director and the Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.
5. That certified copies of this resolution shall be made available to:
 - a. County Counsel
 - b. County Auditor
 - c. Youth Advocate Programs, Inc.
 - d. County Department of Juvenile Services
 - e. County Youth Services Commission Administrator.

RESOLUTION

March 19, 2014

WHEREAS, on June 6, 2012, the Ocean County Board of Chosen Freeholders adopted a resolution entering into a Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3 with Ellen Ciccone Zupkus, Ph.D. for the purpose of providing Sexual Abuse & Behavior Treatment Services; and

WHEREAS, these services comply with the priorities in the County Comprehensive Youth Services Plan 2014 Update approved on December 11, 2013, and can be renewed under the Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3; and

WHEREAS, the funds will be available within the Family Court Juvenile Services FY13 and FY 14 Grants; and

WHEREAS, the County reserves the right to terminate this contract at any time during the contract term if sufficient funds are not available and appropriated to cover the cost of same.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute the option to extend the Agreement with Ellen Ciccone Zupkus, Ph.D., 2807 Logan Road, Ocean Township, NJ 07712.
2. The NJ Juvenile Justice Commission has approved the extension of the grant period and the use of remaining FY13 fund in the amount of \$4,760.00 from account number 017-819-H031 and \$61,880.00 from account number 017-819-J031 for a total not to exceed \$66,640.00.
3. The contract number shall be placed on all papers, documents, invoices and vouchers pertaining to this Agreement, number being CC2014-666.
4. The Freeholder Director and the Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.
5. That certified copies of this resolution shall be made available to:
 - a. County Counsel
 - b. County Auditor
 - c. Ellen Ciccone Zupkus, Ph.D.
 - d. County Department of Juvenile Services
 - e. County Youth Services Commission Administrator.

RESOLUTION

March 19, 2014

WHEREAS, there exists a need to perform material testing and inspection and related services, where and as directed on construction projects; and

WHEREAS, the Ocean County Engineer has solicited proposals for material testing and inspection services; and

WHEREAS, said proposals have been received and reviewed by the Ocean County Engineer and the Consultant Selection Review Committee established by the Board; and

WHEREAS, the Consultant Selection Review Committee has recommended that an agreement **for the Subcategories of** 1). Portland Cement Concrete Testing; 2). Bituminous Concrete Testing; 4). Pipe, Precast and Piles Inspection and Testing; 5). Structural Steel Testing and Inspection and 6). Masonry Testing and Inspection services be awarded to Key-Tech on the basis of the quality of their proposal and the cost of the same as set forth therein; and

WHEREAS, Key-Tech has provided similar services to Ocean County for many years. They have been responsive to requested testing and related services especially with short notice while producing reliable and accurate information and results; and

WHEREAS, their selection was based upon the technical proficiency demonstrated for each subcategory of the proposal; and

WHEREAS, all services provided are under the supervision of a New Jersey Licensed Professional Engineer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a notice be published of an award of an Agreement for professional services; and

WHEREAS, funds will be expended for this contract by purchase order only on a where and as directed basis; and

WHEREAS, the County reserves the right to cancel this contract at any time during the contract term if said funds are not appropriated; and

WHEREAS, this Agreement is awarded in compliance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law and N.J.S.A. 19:44A-20.4 et seq., the New Jersey "Pay to Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Agreement with **Key-Tech**, 210 Maple Place, P.O. Box 48, Keyport, New Jersey 07735, for material testing and inspection, as more specifically set forth in that Agreement.

2. This Agreement is awarded in compliance with N.J.S.A. 19:44A-20.4 et seq.

3. This Agreement is awarded as a professional service in accordance with NJSA 40A:11-5, as the services required in connection with this Agreement shall be provided by licensed New Jersey Professional Engineers, Land Surveyors and Planners, as defined therein.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.

5. Copies of this Resolution, together with a copy of the Agreement, shall be maintained on file and available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders during normal business hours.

6. A notice of this action shall be published once as required by law.

7. A certified copy of this Resolution shall be forwarded to **Key-Tech** and made available to the following:

Ocean County Comptroller;
Ocean County Auditor;
Ocean County Engineer;
Director, Ocean County Dept. of Purchasing and
Ocean County Counsel.

RESOLUTION

March 19, 2014

WHEREAS, there exists a need to perform material testing and inspection and related services, where and as directed on construction projects; and

WHEREAS, the Ocean County Engineer has solicited proposals for material testing and inspection services; and

WHEREAS, said proposals have been received and reviewed by the Ocean County Engineer and the Consultant Selection Review Committee established by the Board; and

WHEREAS, the Consultant Selection Review Committee has recommended that an agreement **for the Subcategories of** 1). Portland Cement Concrete Testing; 2). Bituminous Concrete Testing; 3). Soil Borings and Testing; 4). Pipe, Precast and Piles Inspection and Testing; 5). Structural Steel Testing and Inspection; 6). Masonry Testing and Inspection and 7). Environmental Site Assessments and Testing services be awarded to French & Parrello Associates, P.A. on the basis of the quality of their proposal and the cost of the same as set forth therein; and

WHEREAS, French & Parrello Associates, P.A. has provided similar services to Ocean County for many years. They have been responsive to requested testing and related services especially with short notice while producing reliable and accurate information and results; and

WHEREAS, their selection was based upon the technical proficiency demonstrated for each subcategory of the proposal; and

WHEREAS, all services provided are under the supervision of a New Jersey Licensed Professional Engineer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a notice be published of an award of an Agreement for professional services; and

WHEREAS, funds will be expended for this contract by purchase order only on a where and as directed basis; and

WHEREAS, the County reserves the right to cancel this contract at any time during the contract term if said funds are not appropriated; and

WHEREAS, this Agreement is awarded in compliance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law and N.J.S.A. 19:44A-20.4 et seq., the New Jersey "Pay to Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Agreement with **French & Parrello Associates, P.A.**, 1800 Route 34, Suite 101, Wall, New Jersey 07719 for material testing and inspection services, as more specifically set forth in that Agreement.
2. This Agreement is awarded in compliance with N.J.S.A. 19:44A-20.4 et seq.
3. This Agreement is awarded as a professional service in accordance with NJSA 40A:11-5, as the services required in connection with this Agreement shall be provided by licensed New Jersey Professional Engineers, Land Surveyors and Planners, as defined therein.
4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.
5. Copies of this Resolution, together with a copy of the Agreement, shall be maintained on file and available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders during normal business hours.
6. A notice of this action shall be published once as required by law.
7. A certified copy of this Resolution shall be forwarded to **French & Parrello Associates, P.A.**

and made available to the following:

Ocean County Comptroller;
Ocean County Auditor;
Ocean County Engineer;
Director, Ocean County Dept. of Purchasing and
Ocean County Counsel.

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. PP2014-69

RESOLUTION

March 19, 2014

WHEREAS, there exists a need to perform material testing and inspection and related services, where and as directed on construction projects; and

WHEREAS, the Ocean County Engineer has solicited proposals for material testing and inspection services; and

WHEREAS, said proposals have been received and reviewed by the Ocean County Engineer and the Consultant Selection Review Committee established by the Board; and

WHEREAS, the Consultant Selection Review Committee has recommended that an agreement **for the Subcategories of** 1). Portland Cement Concrete Testing; 2). Bituminous Concrete Testing; 3). Soil Borings and Testing; 4). Pipe, Precast and Piles Inspection and Testing; 5). Structural Steel Testing and Inspection; 6). Masonry Testing and Inspection and 7). Environmental Site Assessments and Testing services be awarded to Pennoni Associates, Inc. on the basis of the quality of their proposal and the cost of the same as set forth therein; and

WHEREAS, Pennoni Associates, Inc. has provided similar services to Ocean County for several years. They have been deemed qualified to perform the requested testing and related services and has met all proposed requirements; and

WHEREAS, their selection was based upon the technical proficiency demonstrated for each subcategory of the proposal; and

WHEREAS, all services provided are under the supervision of a New Jersey Licensed Professional Engineer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a notice be published of an award of an Agreement for professional services; and

WHEREAS, funds will be expended for this contract by purchase order only on a where and as directed basis; and

WHEREAS, the County reserves the right to cancel this contract at any time during the contract term if said funds are not appropriated; and

WHEREAS, this Agreement is awarded in compliance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law and N.J.S.A. 19:44A-20.4 et seq., the New Jersey "Pay to Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Agreement with **Pennoni Associates, Inc.**, 105 Fieldcrest Avenue, Suite 502, Edison, New Jersey 08837 for material testing and inspection services, as more specifically set forth in that Agreement.

2. This Agreement is awarded in compliance with N.J.S.A. 19:44A-20.4 et seq.

3. This Agreement is awarded as a professional service in accordance with NJSA 40A:11-5, as the services required in connection with this Agreement shall be provided by licensed New Jersey Professional Engineers, Land Surveyors and Planners, as defined therein.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.

5. Copies of this Resolution, together with a copy of the Agreement, shall be maintained on file and available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders during normal business hours.

6. A notice of this action shall be published once as required by law.

7. A certified copy of this Resolution shall be forwarded to **Pennoni Associates, Inc.** and made available to the following:

Ocean County Comptroller;
Ocean County Auditor;
Ocean County Engineer;
Director, Ocean County Dept. of Purchasing and
Ocean County Counsel.

RESOLUTION

March 19, 2014

WHEREAS, there exists a need to perform material testing and inspection and related services, where and as directed on construction projects; and

WHEREAS, the Ocean County Engineer has solicited proposals for material testing and inspection services; and

WHEREAS, said proposals have been received and reviewed by the Ocean County Engineer and the Consultant Selection Review Committee established by the Board; and

WHEREAS, the Consultant Selection Review Committee has recommended that an agreement **for the Subcategories of** 1). Portland Cement Concrete Testing; 2). Bituminous Concrete Testing; 3). Soil Borings and Testing; 4). Pipe, Precast and Piles Inspection and Testing; 5). Structural Steel Testing and Inspection and 6). Masonry Testing and Inspection services be awarded to Craig Testing Laboratories, Inc. on the basis of the quality of their proposal and the cost of the same as set forth therein; and

WHEREAS, Craig Testing Laboratories, Inc. has been deemed qualified to perform the requested testing and related services and has met all proposed requirements; and

WHEREAS, Craig Testing Laboratories, Inc. has provided similar services to Ocean County for many years. They have been responsive to requested testing and related services especially with short notice while producing reliable and accurate information and results; and

WHEREAS, their selection was based upon the technical proficiency demonstrated for each subcategory of the proposal; and

WHEREAS, all services provided are under the supervision of a New Jersey Licensed Professional Engineer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a notice be published of an award of an Agreement for professional services; and

WHEREAS, funds will be expended for this contract by purchase order only on a where and as directed basis; and

WHEREAS, the County reserves the right to cancel this contract at any time during the contract term if said funds are not appropriated; and

WHEREAS, this Agreement is awarded in compliance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law and N.J.S.A. 19:44A-20.4 et seq., the New Jersey "Pay to Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Agreement with **Craig Testing Laboratories, Inc.**, 5439 Harding Highway, PO Box 427, Mays Landing, New Jersey 08330 for material testing and inspection services, as more specifically set forth in that Agreement.

2. This Agreement is awarded in compliance with N.J.S.A. 19:44A-20.4 et seq.

3. This Agreement is awarded as a professional service in accordance with NJSA 40A:11-5, as the services required in connection with this Agreement shall be provided by licensed New Jersey Professional Engineers, Land Surveyors and Planners, as defined therein.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.

5. Copies of this Resolution, together with a copy of the Agreement, shall be maintained on file and available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders during normal business hours.

6. A notice of this action shall be published once as required by law.

7. A certified copy of this Resolution shall be forwarded to **Craig Testing Laboratories, Inc.** and made available to the following:

Ocean County Comptroller;
Ocean County Auditor;
Ocean County Engineer;
Director, Ocean County Dept. of Purchasing and
Ocean County Counsel.

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. PP 2014-71

RESOLUTION

March 19, 2014

WHEREAS, there exists a need to perform material testing and inspection and related services, where and as directed on construction projects; and

WHEREAS, the Ocean County Engineer has solicited proposals for material testing and inspection services; and

WHEREAS, said proposals have been received and reviewed by the Ocean County Engineer and the Consultant Selection Review Committee established by the Board; and

WHEREAS, the Consultant Selection Review Committee has recommended that an agreement **for the Subcategories of 1). Portland Cement Concrete Testing and 6). Masonry Testing and Inspection** services be awarded to Vertical V-Northeast, Inc. on the basis of the quality of their proposal and the cost of the same as set forth therein; and

WHEREAS, Vertical V-Northeast, Inc. submitted a responsive proposal; and

WHEREAS, their selection was based upon the technical qualifications demonstrated for each subcategory of the proposal; and

WHEREAS, all services provided are under the supervision of a New Jersey Licensed Professional Engineer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a notice be published of an award of an Agreement for professional services; and

WHEREAS, funds will be expended for this contract by purchase order only on a where and as directed basis; and

WHEREAS, the County reserves the right to cancel this contract at any time during the contract term if said funds are not appropriated; and

WHEREAS, this Agreement is awarded in compliance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law and N.J.S.A. 19:44A-20.4 et seq., the New Jersey "Pay to Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Agreement with **Vertical V-Northeast, Inc.**, 903 East Hazelwood Avenue, Rahway, New Jersey 07065, for material testing and inspection, as more specifically set forth in that Agreement.

2. This Agreement is awarded in compliance with N.J.S.A. 19:44A-20.4 et seq.

3. This Agreement is awarded as a professional service in accordance with NJSA 40A:11-5, as the services required in connection with this Agreement shall be provided by licensed New Jersey Professional Engineers, Land Surveyors and Planners, as defined therein.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.

5. Copies of this Resolution, together with a copy of the Agreement, shall be maintained on file and available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders during normal business hours.

6. A notice of this action shall be published once as required by law.

7. A certified copy of this Resolution shall be forwarded to **Vertical V-Northeast, Inc.** and made available to the following:

Ocean County Comptroller;
Ocean County Auditor;
Ocean County Engineer;
Director, Ocean County Dept. of Purchasing and
Ocean County Counsel.

CONTRACT NO. MUST BE ON ALL
PAPERS, DOCUMENTS, INVOICES, VOUCHERS
NO. PP2014-72

RESOLUTION

March 19, 2014

WHEREAS, there exists a need to perform material testing and inspection and related services, where and as directed on construction projects; and

WHEREAS, the Ocean County Engineer has solicited proposals for material testing and inspection services; and

WHEREAS, said proposals have been received and reviewed by the Ocean County Engineer and the Consultant Selection Review Committee established by the Board; and

WHEREAS, the Consultant Selection Review Committee has recommended that an agreement **for the Subcategories of** 1). Portland Cement Concrete Testing; 2). Bituminous Concrete Testing; 3). Soil Borings and Testing; 4). Pipe, Precast and Piles Inspection and Testing; 5). Structural Steel Testing and Inspection; 6). Masonry Testing and Inspection and 7). Environmental Site Assessments and Testing services be awarded to Advantage Engineers on the basis of the quality of their proposal and the cost of the same as set forth therein; and

WHEREAS, Advantage Engineers has been deemed qualified to perform the requested testing and related services and has met all proposed requirements; and

WHEREAS, their selection was based upon the technical proficiency demonstrated for each subcategory of the proposal; and

WHEREAS, all services provided are under the supervision of a New Jersey Licensed Professional Engineer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a notice be published of an award of an Agreement for professional services; and

WHEREAS, funds will be expended for this contract by purchase order only on a where and as directed basis; and

WHEREAS, the County reserves the right to cancel this contract at any time during the contract term if said funds are not appropriated; and

WHEREAS, this Agreement is awarded in compliance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law and N.J.S.A. 19:44A-20.4 et seq., the New Jersey "Pay to Play" Law.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Agreement with **Advantage Engineers**, 520 Fellowship Road, Mount Laurel, New Jersey 08054 for material testing and inspection services, as more specifically set forth in that Agreement.

2. This Agreement is awarded in compliance with N.J.S.A. 19:44A-20.4 et seq.

3. This Agreement is awarded as a professional service in accordance with NJSA 40A:11-5, as the services required in connection with this Agreement shall be provided by licensed New Jersey Professional Engineers, Land Surveyors and Planners, as defined therein.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.

5. Copies of this Resolution, together with a copy of the Agreement, shall be maintained on file and available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders during normal business hours.

6. A notice of this action shall be published once as required by law.

7. A certified copy of this Resolution shall be forwarded to **Advantage Engineers** and made available to the following:

Ocean County Comptroller;
Ocean County Auditor;
Ocean County Engineer;
Director, Ocean County Dept. of Purchasing and
Ocean County Counsel.

**No Associated
Documents**

RESOLUTION

March 19, 2014

BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that the following individuals are hereby appointed as new members of the **OCEAN COUNTY TOURISM ADVISORY COUNCIL** for an initial term to expire September 30, 2017:

BENJAMIN WALDRON	Lanoka Harbor
TINA PILOT	Toms River
ROBERT HILTON	Brick
JEREMY GRUNIN	Toms River

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Ocean County Tourism Advisory Council and to each appointee.

RESOLUTION

March 19, 2014

WHEREAS, on November 4, 1997, the citizens of the County of Ocean, State of New Jersey approved, pursuant to P.L. 1997, C. 24, the Ocean County Natural Lands Trust Fund in order to acquire lands for conservation and farmland purposes and to pay certain costs and debt service related thereto; and

WHEREAS, on February 4, 1998, the Ocean County Board of Chosen Freeholders established the Ocean County Natural Lands Trust Fund Advisory Committee to advise the Board of Chosen Freeholders on the nomination of properties to be acquired.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that **JOHN A. BACCHIONE, Bayville** is hereby appointed as a new member of the **OCEAN COUNTY NATURAL LANDS TRUST FUND ADVISORY COMMITTEE** for an initial term to expire February 18, 2017.

BE IT FURTHER RESOLVED that **TERENCE M. O'LEARY, Bayville** is hereby appointed as a new member of the **OCEAN COUNTY NATURAL LANDS TRUST FUND ADVISORY COMMITTEE** for an initial three (3) year term to expire February 18, 2016.

BE IT FURTHER RESOLVED that the following individuals are hereby reappointed as members of the **OCEAN COUNTY NATURAL LANDS TRUST FUND ADVISORY COMMITTEE** for a term of three (3) years, term to expire February 18, 2017:

RONALD DANCER
WILLIAM FOX

Plumsted
Jackson

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Ocean County Natural Lands Trust Fund Advisory Committee, Ocean County Clerk, and to each appointee.

RESOLUTION

March 19, 2014

BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** appoints **OCEAN COUNTY HUMAN SERVICES ADVISORY COUNCIL** members, therefore, the following individual is hereby appointed as a **NEW MEMBER** of the **OCEAN COUNTY HUMAN SERVICES ADVISORY COUNCIL**, to serve without salary or other compensation, for a term of up to three (3) years:

<u>NAME</u>	<u>TOWNSHIP</u>	<u>TERM EXPIRATION</u>
SHELBY VOORHEES	MANCHESTER	MARCH 31, 2017

BE IT ALSO RESOLVED; that the following individuals are appointed as **MEMBERS** of the **OCEAN COUNTY HUMAN SERVICES ADVISORY COUNCIL** to fill the following unexpired terms:

<u>NAME</u>	<u>UN-EXPIRED MEMBER</u>	<u>TERM EXPIRATION</u>
BARBARA BARR (EAGLESWOOD)	WILLIAM SETTE	MARCH 31, 2015
KIMBERLY REILLY (TOMS RIVER)	Rev. JOCELYN JOHNSTON	MARCH 31, 2015

BE IT ALSO RESOLVED that the following individuals are hereby reappointed as **MEMBERS** of the **OCEAN COUNTY HUMAN SERVICES ADVISORY COUNCIL**, to serve without salary or other compensation, for a term of up to three (3) years:

<u>NAME</u>	<u>TOWNSHIP</u>	<u>TERM EXPIRATION</u>
MARY PAT ANGELINI	BRICK	MARCH 31, 2017
LINDA GYIMOTY	BEACHWOOD	MARCH 31, 2017
MICHELE HUTCHISON	TOMS RIVER	MARCH 31, 2017
LINDA MURTAGH	TOMS RIVER	MARCH 31, 2017

BE IT FURTHER RESOLVED; that pursuant to Article III Section 1C of the Human Services Advisory Council By-Laws, in case of absence of regularly appointed members, the following individuals are hereby appointed as **ALTERNATE MEMBERS** of the **OCEAN COUNTY HUMAN SERVICES ADVISORY COUNCIL**, to serve without salary or other compensation, for a term of up to three (3) years:

<u>NAME</u>	<u>TOWNSHIP</u>	<u>TERM EXPIRATION</u>
JOHN CARMAN (For Barbara Barr)	BARNEGAT	MARCH 31, 2015
MICHELLE MILLER (For Kimberly Reilly)	TOMS RIVER	MARCH 31, 2015

BE IT ALSO RESOLVED that pursuant to Article III Section 1C of the Human Services Advisory Council By-Laws, in case of absence of regularly appointed members, the following individuals are hereby reappointed as **ALTERNATE MEMBERS** of the **OCEAN COUNTY HUMAN SERVICES ADVISORY COUNCIL**, to serve without salary or other compensation, for a term of up to three (3) years:

<u>NAME</u>	<u>TOWNSHIP</u>	<u>TERM EXPIRATION</u>
DENISE STEVENS (For Mary Pat Angelini)	BARNEGAT	MARCH 31, 2017
CANDY FORTIER (For Michele Hutchison)	TOMS RIVER	MARCH 31, 2017
MARISA LIGATO (For Linda Murtagh)	TOMS RIVER	MARCH 31, 2017

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Ocean County Department of Human Services, Ocean County Clerk and to the appointees.

RESOLUTION

March 19, 2014

BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that the following individuals are hereby reappointed as members of the **CATTUS ISLAND COUNTY PARK ADVISORY COUNCIL** for a term of three (3) years, term to expire March 31, 2017:

LINDA KELLY

Lakewood

JAMES K. MERRITT

Seaside Park

LOIS M. SCHOECK

Island Heights

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Cattus Island County Park Advisory Council and to each appointee.

RESOLUTION

March 19, 2014

BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that **BRIAN S. KUBIEL, Toms River** is hereby reappointed as an alternate member of the **OCEAN COUNTY CONSTRUCTION BOARD OF APPEALS** for a term of four (4) years, term to expire March 31, 2018.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Ocean County Construction Board of Appeals, Ocean County Clerk and to the appointee.

RESOLUTION

March 19, 2014

BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that it hereby reappoints the following individuals to serve, without salary or other compensation, as members of the **OCEAN COUNTY BOARD OF HEALTH** for a term of three (3) years, term to expire March 23, 2017:

CAROLANN V. BLAKE, RN

Jackson

ANTHONY DEPAOLA

Berkeley Township

VERONICA A. LAUREIGH

Forked River

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be sent to the Ocean County Board of Health, Ocean County Clerk and to the appointees.

RESOLUTION

March 19, 2014

BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that the following individuals are hereby reappointed as members of the **OCEAN COUNTY MOSQUITO EXTERMINATION COMMISSION** for a term of three (3) years, term to expire March 31, 2017:

DAVID E. EKELMANN

Manahawkin

BRENDAN T. WEINER

Toms River

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the Ocean County Mosquito Extermination Commission, Ocean County Clerk and to each appointee.

**No Associated
Documents**

**No Associated
Documents**