



# 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  
Gerrv P. Little

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## 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.  
Joseph H. Vicari, Freeholder Director, read the following statement of compliance with the Open Public Meetings Act:

"In compliance with the provisions of the 'Open Public Meetings Act' adequate notice of this Meeting was advertised in the Asbury Park Press on Saturday, November 30, 2013 and in the Press of Atlantic City on Friday, November 29, 2013 which constitutes at least 48 hours notice as required by law."

1. Call to order.
2. Roll Call.

The Regular Meeting of the Board of Chosen Freeholders was called to order on March 19, 2014 at 4:01 PM, Room 119, Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey, with Director Vicari presiding. Members Kelly, Bartlett, Lacey and Little present at the call of the roll.

3. The Pledge of Allegiance and Prayer.

- B. **PROCLAMATION**  
DIRECTOR VICARI: "The first order of business, Mrs. Vasil, is a proclamation which will be presented later on at another location."

CLERK VASIL: "Thank you Director. Yes, there is one proclamation, Poison Prevention Week, and as you said it will be presented at another location."

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

RESULT	NO MOTION/ NO SECOND
PRESENT:	N/A
ABSENT:	N/A
MOVE:	N/A
SECOND:	N/A
AYE:	N/A
NAY:	N/A
ABSTAINED:	N/A

- C. **RESOLUTION INTRODUCTION**  
CLERK VASIL: "The first item of business we have is the introduction of the 2014 Ocean County Budget and accompanying resolutions. I will read it as follows:

'The 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 the 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. Total appropriations \$400,794,818.00 less anticipated revenues \$90,364,523.00. Amount to be raised by taxation - County Purpose Tax \$310,430,295.00'."

1. 2014 Ocean County Budget and Accompanying Resolutions.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000302</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	James F. Lacey	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

**DIRECTOR VICARI:** "Please read the accompanying statement and also the date of the Public Hearing and final vote."

**CLERK VASIL:** "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, New Jersey on April 16, 2014 at 4:00 PM 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."

**DIRECTOR VICARI:** "Again, the Public Hearing, again?"

**CLERK VASIL:** "That is on April 16th."

**DIRECTOR VICARI:** "On April 16th. If anyone before the time would like to have a copy of it. We have copies at the Administration Building in the Finance Department. It will be online on the County website. And, we will have copies, of course, at the branches of the Ocean County Library so everybody has an opportunity to review it before April 16th. Again, I would not only like to thank Freeholder Bartlett for doing an excellent job, but I'd like you to give an overview, again, for the public, everything we spoke about and that we will speak about today. But this was discussed at the last workshop meeting in detail. Freeholder Bartlett please."

**FREEHOLDER BARTLETT:** "Thank you Mr. Director. Let me just do a brief overview of what this Budget entails. The 2014 Budget is complicated again in comparison to the 2013 Budget because of the lingering negative effects of Hurricane Sandy. In this current Budget of 2014, the net equalized valuation of the County is down again by nearly \$300 million to a figure of \$90.8 billion from a total of.....last year in 2013 of \$91.1 billion. So it's an additional \$300 million worth of loss in taxable real estate.

The tax rate, as a result of some of this, will increase a minor 1.6 cents per \$100 of equalized value to a figure of 34.1 cents per \$100 of equalized value. Now what that exact figure will be in each municipality, of course, is different because their ratio of assessed value or true value is different. The County always compares it's tax rate year to year on the basis of what we tax which is on the equalized assessed value.

Twenty years ago, I might point out, the County tax rate was 45 cents per \$100 of equalized value. And over the grand majority of time I looked over this previous to our meetings, over the last 35 years we have generally averaged in the 40's for the County tax rate. So we are still considerably below the historic average that we had experienced.

The overall operating County Budget that we introduced today is \$400,794,000.00, up approximately \$14 million from last year. Now I have to point out that \$20 million of that \$400 million figure is the payoff of the emergency appropriations that we made for the Hurricane. That, of course, will be reimbursed by FEMA, but it has the effect of inflating the bottom line figure on the Budget. That's why I'm saying it is very difficult to compare these budgets to years before because of the inflated process of paying the emergencies which will be reimbursed by FEMA. In any event, it makes the Budget look bigger. But in any event, it is a \$400 million budget, up \$14 million from last year.

There are two items, again, of expenditure here that I think are very noteworthy. The first is the Board of Social Services. When the, if I can call it, Obama-care law was passed, it expanded the eligibility for Medicare. Freeholder Little will tell you that our Board of Social Services has been inundated with Medicare applications. Medicaid. I'm sorry that is how I had it down here too. With Medicaid applications which are now a part of this expanded Obama-care. But, we have to handle those applications and verify the numbers and all those others things and that has required much more personnel and Gerry can comment on this later. But, it requires from us an additional \$1., almost \$1.7 million.

In addition, Hurricane Sandy number one, and number two, this extremely difficult winter has put a heavy toll on our big equipment. We haven't essentially bought much heavy equipment over the last five years and the longer you use the older equipment the more you wear it out, the greater your repair costs are on it and on our Vehicle Maintenance Department. We do that in-house. But the time has come to start replacing these heavy equipment trucks. And so we have included \$5.6 million in the Budget in cash to pay for this heavy equipment. Well the reason I point these two extraordinary expenditures out, if you take those away from the \$400 million Budget, the Budget then compared to the last year, is up less than the 2% cap. It's up 1.9%. So again, in reality what our real expenditures are, absent the extraordinary ones for the Board of Social Services and replacing equipment being torn up by this both the Hurricane and the storms and the plowing expenses of this tremendous winter and repair of roads, etc., our Budget for normal operating expenses is up approximately 1.9% which is as, we know, below the rate of inflation.

The future. As you know the County is very proud of its AAA Bond Rating and that is of paramount importance to us and hopefully to all of our citizens. That allows us to borrow money at the best available rates, available in the world. One of the underpinnings of the AAA Bond Rating is what is called surplus - that means money in the bank. We ended last year with a surplus balance of \$34 million and from that we used approximately \$16.5 million to support the 2013 Budget. I am very happy to report to you that we ended 2013 with \$35.6 million in surplus. In other words, we replaced what we spent and added a bit to that and we made the decision to reduce slightly our draw from surplus now to \$16 million. So we are building our surplus position towards the 10% figure that is normally associated with a AAA Bond Rating. I might point out that very few counties in the United States exist with a AAA Bond Rating. New York's premier county in terms of wealth, West Chester County on Long Island just outside of New York City, just lost its AAA Bond Rating. We've kept ours even through this terrible destruction of values from the storm. We went from an assessed valuation, equalized valuation of approximately \$110 billion down to somewhat over \$90 billion. So it was a loss of nearly \$20 billion and we kept our Bond Rating. That is a tribute to the fact that we only spend what we have.

Our FEMA reimbursements are on track. They are what I would consider slow, but we are told they are on track and are fast for FEMA standards. They've got to change their standards. Our overall debt is at a very modest \$424 million. I say that's modest because it is less than one quarter of the limit that the County is allowed and it's based on a very rapid pay out, payback, of County debt. So again, that is looked at very positively by our rating agencies. The debt service, what we pay for interest and principle on County debt, is minorly increased from last year, less than one half of one percent. Overall, as the Director has said year after year, there are no surprises in this County Budget and we see none on the horizon. It would seem to me that real estate, as real estate values rebound from the both the recession and the storm, as buildings are being rebuilt, and we understand that building permits are way up. The problem is those buildings aren't finished yet so they're not on the tax rolls. So, hopefully, they will be on the tax rolls next year and we'll increase our tax rolls which will relieve, somewhat relieve pressure on the tax rate.

We are making provisions in this budget as we had in last year's budget for repayment of what was FEMA loans. So again, we're not going to be looking at having to repay a loan that we're going to say 'oh gee we have a problem'. We know. We know it's coming and we're preparing to do that without sacrificing the County itself.

Lastly, I think I want to point out that we were able to support to a larger extent the County's Vocational School. It does a tremendous job for the people of Ocean County under Freeholder Director Vicari's leadership. And again, they could have used more. Anyone could have used more, but this was all we could do and they will make do with it. The funding of the Ocean County College has remained flat as it has for a number of years. But again, the College has resources that it can tap, basically tuition, and they have been willing to do that which is necessary. So, all in all we have been, again, expending considerable sums on land clearance, on purchasing lands through different agencies around the school to protect it, and we are now involved in the building of the parking lots and the driveway that will go into the new part of the campus. They are part of our regular expenditures that we make.

And again, I am happy to report that this Board has been very successful and strident in its attitude toward salary increases. I think we're all very proud of the fact that during the financial emergency in the country, we did not have to resort to layoffs. We did not have to resort to firing some people or...what do you call those things Gerry? Furloughs. What we had agreed to we were able to maintain. We did that by not replacing any vacancies that occurred in the County which made every department struggle, but they made it through. I don't think we can say we did more with less. We did a little less with less, but we did the things that had to be done and where we had to put a little bit more money we did. And again, we ended all of the labor contracts during this past year at a 1.5% level which I think is unique. Again, that is somewhat below the rate of inflation which means County employees are making less money in real dollars and especially after the greater expenditures (inaudible) on their own for medical purposes. But these are tough times and they remain tough times and we have seen ourselves through them. Again, we have a small tax increase because it costs more to operate. We've tried to keep that certainly within bounds and I think Mr. Director you have some figures on what that would mean to the average taxpayer, but all in all that's an overview of the County Budget. Thank you for your patience today."

DIRECTOR VICARI: "I would like to not only thank Freeholder John Bartlett who is the liaison to Finance, but everyone in our departments, our department heads, to let them know it was very, very difficult to do. Core services had to be preserved. What do I mean by core services? We had the largest, the most damage in seventeen states when we were hit by the storm. Of the entire United States and of all 21 counties, Ocean County had the eye of the storm that penetrated Lavallette, Ortley Beach and Toms River and so even though we know it was a terrible disaster, we lost over the year close to \$18 billion. \$18 billion in rateables. So that's means that money is not coming in. So we had to maintain not only core services, but what's the priorities? The road system, the library, the college, the vocational school, educational opportunities had to be preserved. We have 160,000 senior citizens and we made sure work in senior services and told the people in that particular department the hardship it would be to cut back on some of those major programs set up and set a landmark for what we do not only in New Jersey, but in the United States. We give more services for our seniors in New Jersey, Ocean County than in the state of Florida. We are very proud of that. It's a very, very difficult budget to put it together, but what it comes down to is dollars and cents. Now Freeholder Bartlett as we were coming to the meeting today figured out 'what does it cost the average homeowner with a house assessed at \$300,000.00 in Ocean County'. Per year, \$48.00. Per week, 92 cents per week. You know if we can go by and not even let people know it's only \$12.00 a quarter when they get their bill. They probably never even figured it out, but we want the residents of Ocean County to know exactly what we're doing to make it as transparent as possible and let them know that we control the debt. There's no games that were being played with this. There was nothing being done except one thing, making it an open process. So again, we encourage anyone who has any questions to not only get a copy of the budget, but also to come and ask any questions at the appropriate time.

So again, for our students that are here today, we would appreciate you taking a copy and bring it to your classroom, take a look at it. And again, Ocean County is the fastest growing county not only in the State of New Jersey for 30 years, but in the United States of America. In doing that, when you have more people you have more services. We have senior citizens that require more and more services. And again, most of them are retired, most of them go on some kind of assistance which is not an issue, which is not a problem, but we make sure we provide for them. And our students can go back and tell their teacher that if you ask anyone in Ocean County which is the best county to live, to work and retire, they'll always say one thing, it's Ocean County. So again, it's a question I feel comfortable with. We have a AAA Bond Rating, fiscally responsible, but most important, core services. And this is not just a budget for 2014, this is a budget for the next year and the year after that. We're not going to borrow into the future and we're not going to create a budget with (inaudible) gimmicks. So it's a budget that can be a model for other counties to follow throughout the State of New Jersey. So again, I thank everyone for participating and the Public Hearing again will be on April 16th. If there are no other comments from members of the Board, Mrs. Vasil will you please take over. I would appreciate it."

CLERK VASIL: "Thank you Freeholder. The next item of business is authorizing payment of bills contained in Bill Committee Report No. 6."

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

RESULT	ADOPTED	Official Resolution #: 2014000301
PRESENT:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
ABSENT:	N/A	
MOVE:	John P. Kelly	
SECOND:	John C. Bartlett	
AYE:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
NAY:	N/A	
ABSTAINED:	N/A	

Abstentions:

Mr. Lacey, except on Vouchers No. 224188 and 224189.

Mr. Little, except on Vouchers No. 224361A, 224362, 224363, 224620, 224621, 224622 and 224623.

Mr. Vicari, except on Vouchers No. 224375, 224376, 2247377, 224192, 224804 and 224805.

CLERK VASIL: "That stands adopted with the abstentions noted."

E. Authorizing Engineering Payments to Contractors as listed below.

CLERK VASIL: "We have authorizing Engineering Payments to various contractors, Items E-1 through E-4."

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.

RESULT	ADOPTED	Official Resolution #: 2014000307
PRESENT:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
ABSENT:	N/A	
MOVE:	John P. Kelly	
SECOND:	James F. Lacey	
AYE:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
NAY:	N/A	
ABSTAINED:	N/A	

2. FORTE EXCAVATING, LLC - Stormwater Management Contract 2013-A (Commonwealth Boulevard, Manchester Township) - Partial Estimate #5, \$24,045.90.

RESULT	ADOPTED	Official Resolution #: 2014000308
PRESENT:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
ABSENT:	N/A	
MOVE:	John P. Kelly	
SECOND:	James F. Lacey	
AYE:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
NAY:	N/A	
ABSTAINED:	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000309</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	James F. Lacey	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

4. EARLE ASPHALT COMPANY - Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2013-C - Partial Estimate #3, \$11,466.86.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000310</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	James F. Lacey	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

**F. RESOLUTIONS**

CLERK VASIL: "Consent Resolutions, Items F-1 through F-37."

DIRECTOR VICARI: "I will just make one comment on 27 at the end."

1. Authorizing the County Personnel Resolution.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000355</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

Abstention:

Freeholder Kelly on number 82.

2. Honoring Delford Jones as he retires from over 27 years of dedicated service to the Ocean County Juvenile Services Department.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000312</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

**Board Meeting Agenda      March 19, 2014**

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000313</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000314</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

5. Authorizing Emergency Temporary Appropriations to the 2014 Temporary County Budget.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000303</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

6. Authorizing Transfer between Appropriation Account Reserves.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000304</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

7. Authorizing a change in the Custodian of the Prosecutor's Office Emergency Petty Cash Fund.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000318</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

8. Authorizing a change in the Custodian of the Prosecutor's Office Confidential Investigations Petty Cash Fund.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000319</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

9. Authorizing an Amendment to the Employee 457 Deferred Compensation Plan Contract with Mass Mutual.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000320</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000315</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

11. Authorizing the execution of a Grant Application for the FTA:JARC Rt. 37 Bus Services for calendar years 2015 and 2016.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000316</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

12. Authorizing the execution of the Community Development Block Grant Essential Services Grant Application.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000317</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

13. Authorizing the execution of five (5) Grant Agreements with various Non-Profit Organizations through the NJ Historical Commission FY13/14.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000277</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

14. Authorizing the execution of two (2) Shared Services Agreements through the Prosecutor's Program FY14.

**Board Meeting Agenda      March 19, 2014**

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000278</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

15. Authorizing the execution of five (5) Shared Services Agreements through the Driving While Intoxicated Enforcement Program FY13/14.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000286</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

16. Authorizing the execution of three (3) Shared Services Agreements through the Drug Recognition Expert Callout Program.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000279</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

17. Authorizing the execution of an Intergovernmental Agreement with the OC Board of Health in implementing its 2014 Solid Waste Control Program.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000280</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000346</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.



<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000347</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000348</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000349</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000350</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000351</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000352</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000353</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000354</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

27. Authorizing the execution of fifty-seven (57) Tourism Promotional Grants.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000281</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

DIRECTOR VICARI: "I just want to bring to the attention of the public. We have 57 tourism promotional grants to aid the tourist industry by bringing more money into Ocean County which translates into \$4.3 billion in money just in Ocean County. It's part of our program to create jobs and stir the economy in which over 65,000 people are employed. That will go out tomorrow morning as far as letting those agencies, I believe it was over 60, aware of that, 57 not 60, be aware of that and get ready to spend the money for this upcoming tourist season. Thank you."

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000282</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000321</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

30. Authorizing a Modification to the First-Time Homebuyer Program to include new participants, as recommended by the Planning Director.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000322</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000323</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

32. Consenting to an Amendment to the OC Water Quality Management Plan.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000324</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

33. Amending a Resolution adopted on 2/5/2014 due to a typographical error.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000325</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

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<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000283</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

35. Authorizing the execution of a Settlement Agreement with Fletcher Thompson Architecture Engineering.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000284</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000326</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

37. Authorizing an Addendum to a Subrecipient Agreement with OCEAN, Inc.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000285</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	Joseph H. Vicari	

**G. MOTIONS**

CLERK VASIL: "Next Freeholder we have Motions, Items G-1 through G-8. In reference to Item 3, all members were present. Item 4, Freeholder Lacey was not present. Item 5, all members were present."

1. Authorizing the Clerk of the Board to record and/or accept Legal Instruments.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000327</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	Gerry P. Little	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

Mortgage Cancellation:

Nophie/Margaret DeChiaro – Block 4.195; Lot 10 – Berkeley Township

William Denker – Block 102.09; Lot 3 – Manchester Township

LEGAL INSTRUMENTS RECEIVED FOR 3-19-2014

Deed:

OCC Board of Trustees – Block 394; Lot 26.03 – Toms River Township

BK15766PG1037

County of Ocean – Block 394; Lot 23.01 & Block 394; Lot 23.02 – Toms River

BK15766PG1043

Ann Hart – Block 15801; Lot 92 – Jackson Township

BK15762PG1292

Deed of Easement:

Township of Jackson – Block 16601; Lot 7 – Jackson Township

BK15740PG1441

Peter & Juana Almaguer – Block 15401; Lot 1 – Jackson Township

BK15758PG50

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

RESULT	ADOPTED	Official Resolution #: 2014000328
PRESENT:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
ABSENT:	N/A	
MOVE:	Gerry P. Little	
SECOND:	John C. Bartlett	
AYE:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
NAY:	N/A	
ABSTAINED:	N/A	

3. Approving the Minutes of the Pre-Board Meeting of 1/29/2014.

RESULT	ADOPTED	Official Resolution #: 2014000329
PRESENT:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
ABSENT:	N/A	
MOVE:	Gerry P. Little	
SECOND:	John C. Bartlett	
AYE:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
NAY:	N/A	
ABSTAINED:	N/A	

4. Approving the Minutes of the Pre-Board Meeting of 2/11/2014.

RESULT	ADOPTED	Official Resolution #: 2014000330
PRESENT:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
ABSENT:	N/A	
MOVE:	Gerry P. Little	
SECOND:	John C. Bartlett	
AYE:	Joseph H. Vicari, John C. Bartlett, John P. Kelly, Gerry P. Little	
NAY:	N/A	
ABSTAINED:	James F. Lacey	

5. Approving the Minutes of the Board Meeting of 2/5/2014.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000331</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	Gerry P. Little	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000332</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	Gerry P. Little	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000333</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	Gerry P. Little	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000334</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	Gerry P. Little	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

**H. BID AWARDS**

CLERK VASIL: "Bid Awards, H-1 through H-7."

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000294</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

2. Awarding a Contract for the furnishing and delivery of DUCTILE IRON CULVERT PIPE to HD Supply Waterworks, LTD, the lowest qualified bidder.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000295</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000296</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000297</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000298</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000299</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000300</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

**I. CHANGE ORDERS**

CLERK VASIL: "Change Orders, Items I-1 and 2."

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000305</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	John P. Kelly	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000306</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	John P. Kelly	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

**J. CONTRACTS**

CLERK VASIL: "Contracts, J-1 through J-11."

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000335</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000336</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	



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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000337</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000338</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000339</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

6. Awarding a Professional Services Contract to Key-Tech for Material Testing and Inspection and related services, where and as directed on Construction Projects.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000340</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000341</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000342</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000343</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000344</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

11. Awarding a Professional Services Contract to Advantage Engineers for Material Testing and Inspection and related services, where and as directed on Construction Projects.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000345</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	John P. Kelly	
<b>SECOND:</b>	John C. Bartlett	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

**K. APPOINTMENTS AND REAPPOINTMENTS**

CLERK VASIL: "Appointments and Reappointments, K-1 through K-7."

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000287</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

**Board Meeting Agenda      March 19, 2014**

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000288</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000289</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000290</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

5. Reappointing Brian S. Kubiel, 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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000291</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000292</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	Joseph H. Vicari	

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.

<b>RESULT</b>	<b>ADOPTED</b>	<b>Official Resolution #: 2014000293</b>
<b>PRESENT:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>ABSENT:</b>	N/A	
<b>MOVE:</b>	James F. Lacey	
<b>SECOND:</b>	Gerry P. Little	
<b>AYE:</b>	Joseph H. Vicari, John C. Bartlett, John P. Kelly, James F. Lacey, Gerry P. Little	
<b>NAY:</b>	N/A	
<b>ABSTAINED:</b>	N/A	

**L. RECEIVED ITEMS**

CLERK VASIL: "The remaining items, Freeholder, are Received Items, Resolutions from Governing Bodies, Minutes and Meeting Notices, Reports and Approvals all received in the Clerk's Office since the last regular meeting."

DIRECTOR VICARI: "Please file in the normal procedure please. That concludes the business portion of this meeting."

**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 municipalites 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**

At 4:24 PM, Freeholder Director Vicari received comments from members of the Board as follows:

DIRECTOR VICARI: "Now it's time for members of the Board to make comments and then I will open up the meeting to the public. I just have a few comments to make. Several comments and all good things. As you know, over the last several years I have had personal complaints with Jersey Central Power & Light and fighting with them

and went to the Board of Public Utilities. And in the minutes I reported to the Board I opposed to the Board the \$736 million rate increase. The President of Jersey Central Power & Light came with his assistant and I reviewed in great detail the issues that we have in Ocean County starting with a complete evaluation of the electrical system as far as I think it was severely compromised during the storm. So when they came on Friday we had a written, itemized list of different agencies as far as the integrity of the electric system, the service by Jersey Central Power & Light. Several times at these (Board) meetings we have had residents complain about the lights that were out. The street lights that are paid for by the public and they have not been replaced for several months. And again, the concern was they should inspect those lights and make sure the bulbs are replaced. The hotline number with Steve Scaturro's office found in Consumer Affairs, numerous times residents call to complain about the electric whether its a wire, the service or the pole that's crooked, dangerous. They weren't getting immediate response and also besides that we contacted some of the fire services that had a list of areas that they wanted to review. The President of the company not only agreed to do so, but also agreed to make sure there's extra electricians and servicemen on hand for the Fourth of July weekend which is extremely important to us. You know going back some years ago we had some difficulty with it. We had an open meeting as far as our dialogue going back wasn't very productive. And I commend now, the Jersey Central Power & Light's officials for saying that they want to work with County government and I had a better understanding and so did they of the concerns that we have. We also have a list of the County projects that are working with Frank Scarantino and made sure they bury them so they don't interfere with road projects.

Now the next thing is, again, all good news. Two weeks ago Ocean County fortunately opened up the crosswind runway. As we know, even before I was a Freeholder, George Buckwald mentioned many times that before they even put a shovel in the ground to build the airport, they said that it's essential to have the crosswinds for safety. So fortunately two weeks ago not only was it opened, but it meets all standards. It's the first airfield that was opened in the State of New Jersey in over 30 years and met all standards. When we did have the opening it was surprising to see what we had to do to make sure we met all standards. And what does that mean for us? It means more safety. Not capacity, it means safety. Of course when you (inaudible) runway with the lights and whatever, now the fire service can use it, the emergency service can use it. At one time they said it was not safe to land a plane when the wind was blowing across the runway. So again, we have that major improvement that's taken place and thanks to Dave McKeon. But remember, virtually 95% of all that money that came in, almost \$9 million that we estimated originally, all from the FAA and outside sources, but improved the value of what the airport's all about. Going back to that time when we said that we started this process, we had over 72 airports, private airports and now it's down to about 40. Many of them went out of business. They weren't productive and they couldn't make money with it. It's productive and it's state-of-the-art equipment that we have out there right now at the present time.

The next thing is I mentioned to the Board that we had some questions on Route 35. Anyone from the Board of Freeholders or anyone who wants to meet on Friday at 8:30, we have some comments from officials from Berkeley Township and the DOT and we will be meeting them on site on Route 35 to not only get ready for the summer season which is important with the roadway, but we have some concerns as far as progress and the way they're putting some of the lines as far as are there disagreements that are taking place. I think by meeting there and discussing those disagreements as far as how it's being done and sharing what we think will be beneficial.

And I'd also like to commend our new Prosecutor, Joe Coronato, has been on national TV several times. And for the first time, I didn't know it, but I now have his mobile website and I get different calls every single day about what's taking place with his tweets they call it. I never used it before. It's something I mentioned at one of the PreBoard Meetings with Tom about what's taking place at WOBM. Joe Coronato did it and I now have his app on my cell phone. And I'm going to invest in an upgrade. Freeholder Bartlett can do some. You don't want to do it? But it's something that we're going to do with not only the tourism, but we'll do it with the library system and it's the way of the future. More and more people are using digital communication. It's something we have to do. The library will probably be on by next week. We hope to do it with tourism. This is going on for the end of next month, in April. That's the future. That's where we're going and Ocean County will be on board with that.

I will also have two agencies come to our workshop meetings in the next several months. Jersey Central Power & Light, again, will come to give us a presentation to get ready for summer and the increase of electric. And, the Joint Base, very important, will come and give a presentation because, again, in 2017 the BRAC is here and we want to make sure that we not only maintain the relationship with the Joint Base (inaudible), but it's never again put on the BRAC list for any kind of discussion.

The last item. At the last meeting we had a question and I met yesterday with Monsignor Brady and Tom O'Malley with questions as far as the homeless issue and poverty. I met with them and we had some discussion, a meeting of the minds, it was very friendly. I'm doing some research, but I want you to know that when I left the meeting at St. Dominic's it was not only cordial, but friendly and very support of each other. That concludes my report to this Board. Moving to my right, Freeholder Bartlett."

FREEHOLDER BARTLETT: "They tell me my cell phone belongs in a museum. Maybe I can tip (inaudible). So I'll keep it."

DIRECTOR VICARI: "Especially if you had to pay more for it then you wouldn't do it. That's absolutely true Freeholder Bartlett. Any other questions?"

FREEHOLDER BARTLETT: "No."

DIRECTOR VICARI: "Okay. Moving to my left, Freeholder Little."

FREEHOLDER LITTLE: "If you see me grinning up here it's because I never imagined that I would hear that you are tweeting."

DIRECTOR VICARI: "I didn't know what it was at first. What happened was the Prosecutor came into the office and he said look I have this website. I didn't know. So I put it on. And I didn't know that every time something happens I have more communication with the Prosecutor's Office and what's taking place than in my own home. (laughter) So it's very, very interesting. But times have changed and I have adjusted to it. I wish I was more proficient."

FREEHOLDER LITTLE: "So they can teach an old dog new tricks."

DIRECTOR VICARI: "It works. It takes some time, but it works."

FREEHOLDER LITTLE: "I have a couple of things Mr. Director, thank you. From time to time in the past and we continue to do that for anyone here that is new. The Defense Department, the United States Defense Department has an office, a POW/MIA office, and their job is to track down the remains of our Soldiers and Sailors and Airmen and Marines who have been lost in other wars and bring their remains home. This week the Defense Department announced that they have retrieved the remains....we do this to honor our veterans here in Ocean County. Again, for anyone who is new here, we have more veterans than any other county in the state and we respect the men and women who serve in our Armed Forces. And, in their honor, Army PFC Donald C. Durfee who was 19 at the time he was assigned to Company M, the 31st Infantry Regiment and his unit was forced into vicious fighting and they withdrew from the Chosin Reservoir in Korea and many of the gentlemen up here, our colleagues are familiar with that subject, and he was killed in action on December 2, 1950. His remains were returned and he will be buried at Arlington National Cemetery. Army Staff Sergeant Lawrence Woods who was 39 at the time, of Clarksville, Tennessee, he was shot down in a C-123 which is a cargo plane, after they were re-supplying the Green Beret Forces at Bu Prang, Vietnam on October 24, 1964 when several of us were in high school. And his remains were recovered and he too will be buried in Arlington National Cemetery.

And also, many of you are probably familiar....I know all of us have talked about it in the past, but every year around Memorial Day and Veterans Day you'll see a movie, it's actually, it was a television series called "Band of Brothers" and it's a very successful movie. They play it every year around those holidays. One of the....it was based on a book "Band of Brothers" which was written by a member of Easy Company which landed....Easy Company was in, of course, our Army and they landed at D-Day in Normandy and went all the way to Berlin and it traces this group, Easy Company. And, one of the characters which is true in life, not in the movie....he was played by an actor, but was William Guarnere, and William Guarnere after Pearl Harbor, he went to work at an arms plant and he was building Sherman tanks and he enlisted in the United States Army Airborne in 1942. He made his first combat jump with Easy Company on D-Day, June 6, 1944. We had a member of that Company here about a year and a half ago. We helped get, remember, the Legion of Honor and so forth, from Surf City. In any event, he made his first jump on D-Day. He was nicknamed Wild Bill and in the movie he was the heavy-set Sergeant who was kind of out front of everything and he assaulted the village of St. Marie Dumont and wiped out an entire German platoon nearly single-handedly. He led an assault on four 105-millimeter howitzers and also lost his leg in the Battle of the Bulge. And, he was helping another wounded soldier to safety when that happened. He was awarded the Silver Star, two Bronze Stars and two Purple Hearts for his service in Easy Company. He died Saturday, last Saturday, at Jefferson University Hospital in Philadelphia. So we certainly thank him and his family for his service. He was 90 years old.

And, lastly, Mr. Director, on our Proclamations there is one that we kind of missed and it's kind of my fault so I accept it, but March is also "Colorectal Cancer Awareness Month". We have folks in this room who have been impacted by that and who know the importance of colonoscopies and we want to encourage everyone as part of this awareness month. Our Health Department is working very hard to raise public awareness of this. Every year 137,000 Americans are diagnosed with colon cancer. We encourage everyone to receive a colonoscopy. It's, I think, I know at least two of us have had that procedure done. It's very minimal. The impact on you and it's well worth whatever inconvenience or whatever minimal impact that you have to have this looked at and prevent it if possible. Anyone who is over age fifty, anyone who smokes, of course, please stop smoking. That's the most important thing. And you know we encourage people to seek this very basic health care and avoid any more serious problem. And with that, Mr. Director, I thank you very much."

Freeholder John Kelly left the meeting at 4:38 PM.

DIRECTOR VICARI: "Freeholder Kelly had another meeting to go to and had to leave a few minutes ago. And he sends his regrets."

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

At 4:39 PM, Freeholder Director Vicari opened the meeting to receive comments from the public, as follows:

HYMAN MITTLEBERG, BRICK: "I've been a County resident since 1972. At the last meeting I asked a question. I was concerned about the ability of Ocean County College to hire people with Masters Degrees in teaching and not in

a specific subject and I am more specific this time. I'm concerned that that will not lead to quality education at the college."

DIRECTOR VICARI: "Any other questions or comments?"

HYMAN MITTLEBERG: "No."

DIRECTOR VICARI: "Thank you very much. Anyone else who would like to make a comment? Yes sir."

BILL BRADEN, CHAIRMAN, OC TRANSPORTATION ADVISORY BOARD, TOMS RIVER: "I want to make everyone aware, especially the public, two things happened recently and it's not good for Ocean County transportation.

One is our benevolent MOM rail line. We all know about that. If nobody knows about it then I'll fill you in after this. But, it has been shelved due to lack of funds. There was an article in the (news)papers. Now this is a project that I have personally been working on for thirty-something years. It started out as a \$52 billion project of bringing real passenger service to Ocean County and inland. We had studies and it bloomed to almost \$900 or almost a billion dollars. Then saner heads prevailed and it got cut back to something less than \$100 million dollars to bring service to Lakehurst, New Jersey. Now this has just been sitting there. And, it was in the newspapers a few weeks ago that it's been shelved due to a lack of funding. But, now we have other projects that are going on. They're spending \$450 million to make an elevated loop track on the Northeast Corridor so trains can turn around without having to go into a yard and come back out. \$450 million, putting money for that. There will be another station, this will be in the South Brunswick area. And just yesterday I read that they're starting a \$900 million project to extend the Hudson-Bergen Light Rail Line twelve miles. That's up in north Jersey.

Now, this is a lot of money, but yet we don't have enough to....."

DIRECTOR VICARI: "Totally. We agree with you. With everything you are saying. So please continue."

BILL BRADEN: "All right. "

DIRECTOR VICARI: "I'll give you some details later on of what we've done in the past 35 years as far as supporting that."

BILL BRADEN: "I understand. We've all been behind this. And that's what I'm saying we've been dissed. This coast line, we've seen it with Sandy. This is an ultimate escape route. The coast line was shut down after the storm. This would be inland. It wouldn't even be affected and this route was used once before when the bridge was hit over the Raritan River. Now that's the MOM.

Now the next thing that really bothers me is the dual-mode locomotives. Now the dual-mode locomotive is an engine that runs on diesel, but when it gets close to the city it can then switch over and run under the under the (inaudible) electric power and go into the city. It affords a single-seat ride. We used to have that out of Bay Head. We used to change engines at South Amboy. This is going back a ways. You sit down, they'll change engines. But, what happened when they electrified down to Matawan and Long Branch is instead of you sitting down, you get up and you change trains. They made a shuttle system between Long Branch and Bay Head. There's no direct service into New York any more. So Ocean County, our Board, and you guys all supported, the acquisition of these dual-mode locomotives from New Jersey Transit. They've just gotten them in. They just got them in and now there all footed out. But now they're putting them back in service. They left them in the wrong spot during Sandy.

Anyway, they're putting them back in service. Now, we were excited thinking we were going to get our one-seat ride back again out of Bay Head. Not going to happen they tell me. But, they started to do this on the Raritan Line which is the old Central Railroad of New Jersey. It was always diesel up there, never had electric, these people had to change.. the easiest with the Hoboken. They changed to a ferry boat or they changed at Newark and took another electric train into New York. Now, just this past month they have gotten those dual-mode locomotives on the Raritan where they enjoy a single-seat ride into New York. They never had it before. What about us? Oh, we can't do it now in Bay Head. There's two reasons they say. Well, one reason they came up with first off was they can't fuel the engines. They don't allow fueling at Bay Head any more. And I said, well how do you fill the shuttles that run now? You know, that's the dumb, that's a lame excuse. Plus a train going to New York is only going to use diesel between Long Branch and Bay Head. That's not that long of a trip. It's not going to use that much. I mean where there's a will there's a way. Then the other reason was, well there's no slots. There's no room in New York Penn Station for these trains to go in there. But, this is going to replace an electric train that's already leaving from Long Branch. You're going to run the train through from Bay Head that would have started in Long Branch. We're not asking for an extra slot. We're just replacing an electric train with a train that starts out of Bay Head with a dual-mode locomotive. The ones that come from Raritan, now they had to go around and find a spot for them because that's completely new service.

So, I don't know what to do. I mean I tried my best. I'm trying to make you guys aware of this that something has got to be said. We need this service. You've talked about tourism. Wouldn't it be nice to have a single-seat ride from New York to bring tourists down into Bay Head and Point Pleasant? Especially handicapped people? Not making them get off in Long Branch, change trains, inclement weather, faster service for the commuters that we have? We've got to get vocal with this."

DIRECTOR VICARI: "You know that would change the entire economy of Ocean County as far as land values, property values and jobs and job opportunities. We've been fighting for 35 years and just to rehash it. And Freeholder Lacey goes to the meetings. He probably knows more than I do about this, about the current programs. We have hired lobbyists. We had major programs. And it's a rail line that would connect into the grid and you go from Lakehurst, Lakewood there was, Bay Head to Florida and New York City, any place on Amtrak. Here's what happened. It was Monmouth-Ocean-Middlesex. There were two towns in Middlesex County that fought against it. The two towns were Democrat towns. They were very powerful and influential and that's what stopped the line. When we first started out it was less than \$200 million.

The track exists right now. The right-of-way. They own the right-of-way which means they don't have to buy the land to upgrade the tracks. So that would have been done many, many years ago. We hired lobbyists. We spent a lot of money. We campaigned and even though the two United States Senators have never taken a position. Over 25% of the population in the State of New Jersey live in Ocean, Monmouth, Middlesex. So that would serve 25-30% of the population. It's the right thing to do. It's the logical thing to do. The State has not made this a priority. I felt with all the money that was being spent, the trillions of dollars, I think \$17 trillion, that Ocean County would get it's fair share and we would have the rail line that would stimulate not only Ocean County, but the entire State of New Jersey. And remember now, Ocean County is not only the most populated area per square mile in the United States, it's more populated than India and China as far as people per square mile. And again, it's the logical thing to do. It has not been done. If you have any suggestions of what we can do to continue to fight and get the attention of the Federal government to finance this program. And you know there are many earmarks throughout the United States where the money goes continuously with the US Senators. We don't receive our fair share. Any suggestion you have Mr. Braden I will be more than happy to listen to."

BILL BRADEN: "Well I think we should go with the last proposal that was just between Ocean and Monmouth."

DIRECTOR VICARI: "You know what happened? They have a study every time and spend tens of millions of dollars."

BILL BRADEN: "Yea. Between.....into Red Bank. That's the line that's completely active and just needs to be upgraded. That was the one that came in with the low ball. And, that's the one that should be pushed. Get it started and then expand it later."

DIRECTOR VICARI: "Okay. Here's what we're going to do. Okay. Why don't you put something in writing, send it to the Administrator and I some time next week. We will support your proposal."

BILL BRADEN: "Okay. And, the dual-mode locomotives? We've got to get them out at Bay Head. I mean this is a lame excuse. There's no reason...."

DIRECTOR VICARI: "We agree. There is no opposition from this Board."

BILL BRADEN: "Okay. Now just two other quick announcements. My next Transportation (Advisory Board) meeting is this April the 7th. We're going to have the Turnpike Authority, they're going to give us an update on the Garden State Parkway. This is a public meeting. Anyone is welcome to come. They will give updates on the construction project. And, also, I want to thank you for the support....we got a park-and-ride (lot) at exit 58. That was another big battle and the people down there are very happy about it. Thank you."

DIRECTOR VICARI: "Thank you. And, we thank you for serving on the County Boards, on our Advisory Board and free of charge for us. The time you put in is tremendous and we thank you for your expertise and for coming here today to give us an update."

BILL BRADEN: "Thank you."

DIRECTOR VICARI: "Thank you very much. Any other person who would like to make a comment or a statement? The last one. Mr. Kalainakas please."

RAY KALAINAKAS, MANALAPAN: "Last year when John indicated that the County tax levy was actually going down one percent, I ran over to the...."

FREEHOLDER BARTLETT: "I don't think I ever said that."

RAY KALAINAKAS: "What? The levy last year didn't go down?"

FREEHOLDER BARTLETT: "Oh. The amount raised by taxation. You're right. I'm sorry."

RAY KALAINAKAS: "The tax levy. Yes. I remember going to the financial girl over in Monmouth and saying look what they're doing in Ocean because last year they kept it flat. It didn't go up, it didn't go down. I'm talking about the levy. The actual tax levy. As I see this year, it's \$13 million plus. It's going up over what it was last year. Is that right?"

FREEHOLDER BARTLETT: "Julie? Yes."



RAY KALAINAKAS: "And on average for a house estimated at \$300,000.00 that's going to be an increase of about \$48.00 per year. Always I have the perennial question concerning surplus. My understanding is that at the end of 2013 you roughly had a surplus of \$36 million. Correct?"

FREEHOLDER BARTLETT: "At the end of 2013.....No it wasn't quite that high, but I'll tell you what it was."

RAY KALAINAKAS: "You're going to use \$16 million of what you have."

FREEHOLDER BARTLETT: "Yes. We're going to use \$16 million."

RAY KALAINAKAS: "Leaving how much left?"

FREEHOLDER BARTLETT: "Sixteen from I think about 35, Julie? About how much?"

JULIE TARRANT, COMPTROLLER: "That leaves about twenty-one."

FREEHOLDER BARTLETT: "That leaves about twenty-one."

RAY KALAINAKAS: "Okay."

FREEHOLDER BARTLETT: "After we withdrawal the amount. We are aiming for, Mr. Kalainakas....please don't take this from his time. We are aiming for a surplus position at the end of the year, aiming, that would be roughly ten percent of our budget which would mean about \$40 million. And then that is the norm for a AAA rated county."

RAY KALAINAKAS: "I understand. I understand the arguments. We've gotten over those arguments before. My understanding is that you actually kept it flat and not just keeping it flat, but if you were to go down 2% you would have to use roughly \$19 million more. Correct? If it were the same as last year and went down 2%....."

FREEHOLDER BARTLETT: "Your question in generality."

RAY KALAINAKAS: "You'd have about \$1 million or \$2 million left . Surplus."

FREEHOLDER BARTLETT: "Yea. And then what would do the year after that?"

RAY KALAINAKAS: "Good question, but...."

FREEHOLDER BARTLETT: "Yea. No question. We'd be up the creek without any money and then we would soar the tax rate. That we won't do."

RAY KALAINAKAS: "But the people would be paying 2% less in their tax levy."

FREEHOLDER BARTLETT: "This year. And next year they would be hit with a massive tax increase and that's stupidity. In my opinion."

RAY KALAINAKAS: "In your opinion."

FREEHOLDER BARTLETT: "And I've been sitting here for thirty years."

RAY KALAINAKAS: "All right. Okay. The other thing is, you know, the pensions and health insurance are eating the taxpayer alive. I don't know where you are going to be going....."

FREEHOLDER BARTLETT: "Only because the State didn't put a dime in for ten years. So when you don't pay your bills, guess what, sooner or later they come due. That's stupidity too."

RAY KALAINAKAS: "Well before....I also indicated take a full-time job break it down into part-time jobs. If you have to take a full-time job and break it down into four or five part-time jobs you eliminate pensions and health care. I asked in Monmouth, I said how many jobs last year were actually filled full-time either because people left, vacancies, whatever? And they weren't able to tell me. They always are not able to tell me when I ask them that question. So, out of curiosity, are you able to tell me how many jobs, full-time, were filled in the past year?"

FREEHOLDER BARTLETT: "I can tell you we have slightly less full-time people working for us now than we did a year ago. Correct Julie?"

JULIE TARRANT, COMPTROLLER: "Yes."

FREEHOLDER BARTLETT: "Yes. Now, people left and we replaced people because as it has been pointed out, when it snows you have to have someone driving the truck if the guy who was driving before retired or else the snow stays on the streets. But we have a few less. In the meantime sir, we opened a brand new jail because the last jail was about 30 years old or older. So we made due with that one for 30 years and we had to open a new one and that required more personnel. Unfortunately, but that's reality."

RAY KALAINAKAS: "Well those are the only questions I have with regard to the 2014 budget at this particular moment, but....the other issue is the homeless issue. Joe, you indicated that you were talking with the Reverend at St. Dominic's and my question is are you still going in the direction of a county residence either funded by a religious group or the county? Are you going in a direction that I offered Joe?"

DIRECTOR VICARI: "I will answer that as soon as you sit down. I don't know what direction you offered."

RAY KALAINAKAS: "In other words, I won't be able to get a response."

DIRECTOR VICARI: "No, not unless you wait until the end of the meeting."

RAY KALAINAKAS: "The other....."

DIRECTOR VICARI: "Your time is up so I can tell you to sit down, but I will let you finish."

RAY KALAINAKAS: "Okay, give me a couple of seconds with this last third one."

DIRECTOR VICARI: "You only have a couple of seconds."

RAY KALAINAKAS: "All right. The faculty both at New Brunswick and Newark Rutgers campus wanted the commencement speaker, Condi Rice, her invitation to be rescinded. Likewise I would like to see it rescinded. I don't think she's an inspiration to the people of New Jersey or to the country considering what she participated in. I agree with the fact they both in New Brunswick and Newark. If you folks are willing to offer an opinion on that I would appreciate it. Whether you are for the faculty and their request to rescind the invitation or whether you wanted to see it stand. I do not want to see Condi Rice at the commencement at Rutgers this year where she gets \$35,000.00 and an honorary degree to boot."

DIRECTOR VICARI: "Thank you very much Mr. Kalainakas. You know I'm surprised you were talking about things in our budget when you didn't mention that the State of New Jersey wants to impose a four-cent, they talked about it, tax per gallon. Four cents per gallon of gasoline not only this year, but for the next five years. I think that's more important to the hard-working people of Ocean County that have to commute. That's more important to those that are in the tourist business where it costs them money at least once or twice a week. And that would support what Mr. Braden said today as far as the importance of mass transportation. Those are the items I think are very important to you. Since you live in Monmouth County we don't mind you make any comments about our budget. You're allowed to do so. But I think you have to realize the following. We want to continue a AAA Bond Rating. We want to continue to make sure that we have a surplus and unfortunately for the last fifteen years that you've come up here you don't have a basic fundamental understanding of what we mean by an important surplus. But I'll tell you who does. During the Superstorm that's when the surplus was very important. When we had the lives of many people that were counting on Ocean County to do something that was never done in the history of the State of New Jersey. We upfronted almost \$100 million to make sure we could clean the streets, remove debris, and make it safe for people so we didn't have any health issues as far as the getting food and houses.

You don't want to see that. You don't want to talk about those issues. Those are the issues that we should be talking about. You know you have a lot of knowledge about a lot of things, but there's such a thing I've learned in life and especially with what you suggested I read about Leo Tolstoy, and I did. I went on my computer and if you have Kindle or the (inaudible) you can get the entire book, tomorrow we're going to offer several books. There is knowledge and something called false knowledge and I think that's what you should weigh as far as the next time you make any presentation because I know in a lot of ways you are sincere, but you have to look at the total picture. We have the responsibility of making sure we maintain the quality of life for 580,000 people. This summer - 1.2 million people. Our main concern is the safety and the quality of life. Our main concern is to make sure when we do this budget, Mr. Kalainakas, but we don't have students that are very qualified. A lot of dreams - they want to go to college. We're not going to put them on waiting lines. We have students that want to go to the vocational school. We have students that want to see one of the best library systems not only in New Jersey, but in the United States. We want to maintain those. You don't have that responsibility. You have the luxury of coming here and making all kinds of comments. We do listen. We do listen to you, Ray. I just want you to know that. We try to treat you with respect, but you have to look at the total picture. Okay? The residents right now of Ocean County - you don't see people coming up here for five minutes and asking us any questions or being critical. And you have a right to be critical. You don't know what I spoke about when I spoke with the Monsignor. I think it's a serious thing with the homeless people. I think what's more serious than homelessness is the poverty that we have in the United States because we have poor leadership with the President of the United States and in Congress. Look at some of the poverty issues, let's not just look at one little issue. So again I'm not here to criticize you. We welcome your comments.

Since there are no other further comments from anyone from the public, I move to close the public portion. What's the pleasure of the Board?"

S. **ADJOURNMENT**

There being no additional comments received, Freeholder Director Vicari called for a motion to adjourn the meeting at 4:59 PM.

ROLL CALL: (Offered by Freeholder Bartlett, seconded by Freeholder Little)

Ayes: Mr Bartlett, Mr. Lacey, Mr. Little, Mr. Vicari

Nays: None

Respectfully submitted,

Betty Vasil  
Clerk of the Board

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.

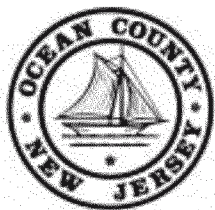


Presented By

Freeholder *George P. Little*

Freeholder Director

*Joseph H. Vicari*



## 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

Agenda: 2014 Ocean County Budget and Accompanying Resolutions.

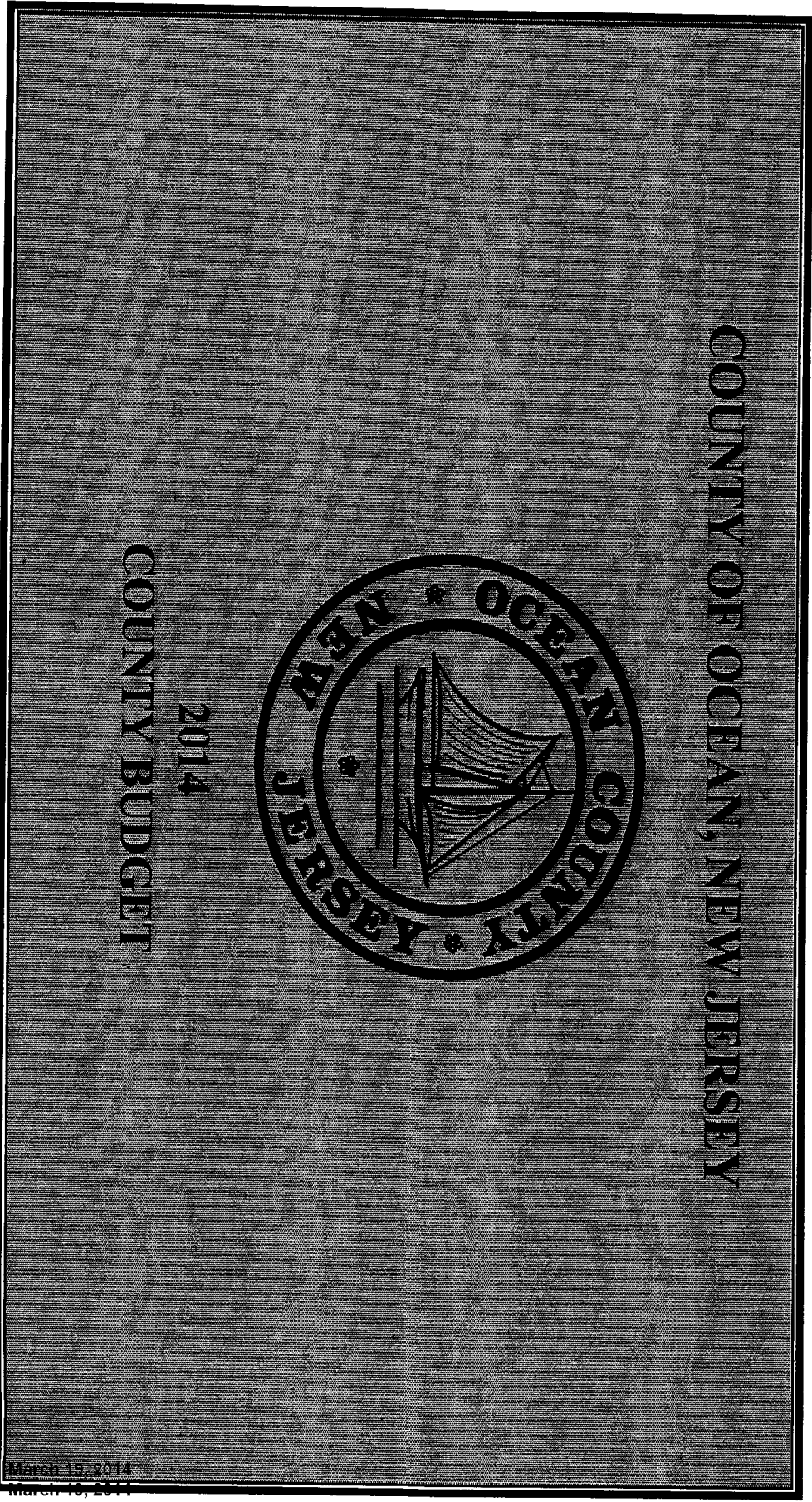
<b>Official Resolution#</b>	<b>2014000302</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	c-1						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓			✓	✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board



Introduced on: March 15, 2014  
Adopted on: March 15, 2014  
Official Resolution#: 2014000302

**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	Dec. 31, 2015
John P. Kelly	Dec. 31, 2016
James F. Lacey	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: _____
--

**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(g).

Certified by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Betty Vasil  
Clerk of the Board of Chosen Freeholders

101 Hooper Avenue  
Address  
Toms River, New Jersey 08753  
Address  
(732) 929-2005  
Phone Number

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  
Registered Municipal Accountant  
Address  
10 Allen Street, Suite 2B, Toms River, NJ 08753  
Address  
(732) 797-1333  
Phone Number

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

Julie N. Tarrant  
Chief Financial Officer

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**

Sheet 1a

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 9, Sheet 32)		400,794,818.00	418,647,593.00
Less: Anticipated Revenues (Item 5, Sheet 9)		90,364,523.00	121,849,834.00
Amount to be Raised by Taxation - County Purpose Tax (Item 6, Sheet 9)	07-190	310,430,295.00	296,797,759.00

Sheet 2

**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
<b>Total Appropriations</b>	<b>418,647,593.00</b>	<b>0.00</b>
<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
<b>Total Expenditures and Unexpended Balances Canceled</b>	<b>418,647,593.00</b>	<b>0.00</b>
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)		Surplus Balance as of 12/31	
Year	Miscellaneous Revenue Anticipated (Including Surplus)		
2010	60,962,785	33,931,147	
2011	59,417,603	34,403,042	
2012	54,162,713	34,073,042	
2013	89,390,954	35,603,731 (unaudited)	
2014	90,364,523	16,000,000	
<b>COUNTY VALUATION AND TAX RATE (2010 - 2014)</b>			
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) 929-2127, or online at [www.co.ocean.nj.us](http://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 "CAPs" 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

Line Item. Put "X" in cell to the left that corresponds to the type of imbalance.	Amount	Comment/Explanation	Revenues at Risk	Non-recurring current appropriations	Future Year Appropriation Increases	Structural Imbalance Offsets
X	Decline in Ratable 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				
X	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 \$7,298,937. 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.				

Sheet 3b (1)

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	\$29,257.72			
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	\$1,749.58			
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			



<b>COUNTY OF OCEAN</b>		
<b>CURRENT YEAR CAP CALCULATION PROGRAM</b>		
<b>BUDGET YEAR 2014</b>		
County Purpose Tax 2013		\$296,797,759.00
CAP Base Adjustment		\$0.00
<b>REVISED COUNTY PURPOSE TAX</b>		<b>296,797,759.00</b>
<b>EXCEPTIONS:</b>		
<b>LESS:</b>		
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	
<b>TOTAL EXCEPTIONS</b>		<b>101,661,491.68</b>
Allowable County Purpose Tax Before Additional Exceptions per (NJS 40A: 4-45.4)		195,136,267.32
.5 % CAP Amount		975,681.34
Allowable County Tax Before Additional Exceptions per (N.J.S. 40A:4-45.4)		196,111,948.66
<b>VALUATIONS:</b>		
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
<b>EXCEPTIONS:</b>		
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	
<b>TOTAL EXCEPTIONS:</b>		<b>104,406,102.00</b>
Allowable County Purpose Tax after All Exceptions		303,182,866.82
<b>CAP BANKING:</b>		
CY 2012 CAP Banking	2,788,277.38	
CY 2013 CAP Banking	4,459,150.80	
COLA increase utilized	0.00	
<b>TOTAL CAP BANKING:</b>		<b>7,247,428.18</b>
"1977 Cap" Maximum County Purpose Tax After All Exceptions		\$310,430,295.00
County Local Purpose Tax per Budget		\$310,430,295.00

Sheet 3c

Introduced on: March 19, 2014  
Adopted on: March 19, 2014  
Official Resolution#: 2014000302

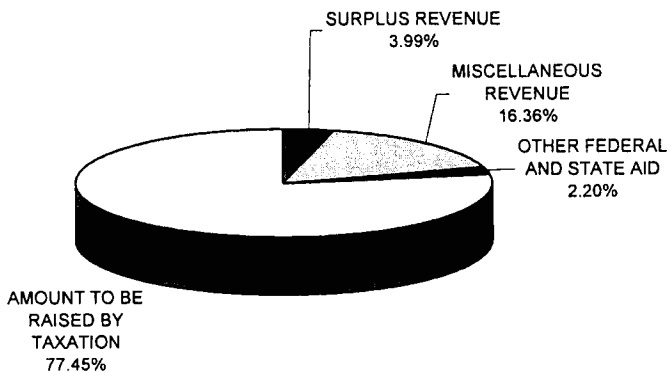


**County of Ocean**  
**Summary Levy Cap Calculation**  
**Budget Year 2014**  
**2% Cap Increase**

<b>Levy Cap Calculation</b>		
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
<b>Adjusted Tax Levy</b>		<b>\$301,453,614</b>
Plus: Assumption of Service/Function		\$0
<b>Adjusted Tax Levy Prior to Exclusions</b>		<b>\$301,453,614</b>
<b>Exclusions:</b>		
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	
<b>Add Total Exclusions</b>		<b>7,662,507</b>
Less: Cancelled or Unexpended Exclusions		4,482
<b>Adjusted Tax Levy After Exclusions</b>		<b>\$309,111,639</b>
<b>Additions:</b>		
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
<b>Maximum Allowable Amount to be Raised by Taxation - County Purpose Tax</b>		<b>\$311,776,455</b>
<b>Amount to be Raised by Taxation - County Purpose Tax</b>		<b>\$310,430,295</b>

Sheet 3d

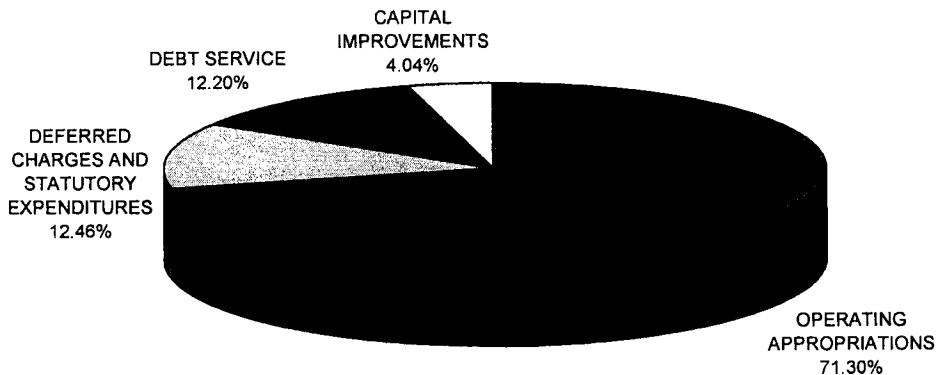
**OCEAN COUNTY'S 2014  
BUDGET**  
THE BUDGET DOLLAR



**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>
<b>TOTAL:</b>	<u><u>\$400,794,818.00</u></u>	<u><u>100.00%</u></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:	\$276,967,869.00	69.10%
STATE AND FEDERAL PROGRAMS	8,803,532.00	2.20%
TOTAL OPERATING APPROPRIATIONS:	\$285,771,401.00	71.30%
CAPITAL IMPROVEMENT	16,186,839.00	4.04%
DEBT SERVICE	48,895,763.00	12.20%
DEFERRED CHARGES	49,940,815.00	12.46%
<b>TOTAL APPROPRIATIONS:</b>	<b>\$400,794,818.00</b>	<b>100.00%</b>

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 "CAPs" 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	264,496	4,330	Other Expenses	6,972,690	3,867,618	3,105,072		
Total	1,178,402	1,234,654	(56,252)	Grants-Local Match	772,192	748,334	23,858		
Regulation				Utilities	12,157,970	12,007,330	150,640		
Salaries and Wages	21,271,029	22,024,555	(753,526)	Total	31,041,709	24,327,722	6,713,987		
Other Expenses	3,708,518	4,975,164	(1,266,646)	State and Federal Programs					
Total	24,979,547	26,999,719	(2,020,172)	Offset by Revenue					
Roads and Bridges				Other Expenses	8,803,532	37,955,069	(29,151,537)		
Salaries and Wages	19,892,175	19,732,439	159,736	Contingent	300,000	200,000	100,000		
Other Expenses	3,371,638	5,255,034	(1,883,396)	Total Operating Appropriations					
Total	23,263,813	24,987,473	(1,723,660)	Salaries and Wages	116,736,817	116,057,835	678,982		
Correctional and Penal				Other Expenses	169,034,584	194,311,491	(25,276,907)		
Salaries and Wages	21,752,296	21,453,927	298,369	Total	285,771,401	310,369,326	(24,597,925)		
Other Expenses	5,620,768	5,404,807	215,961	Capital Improvements	16,186,839	10,538,283	5,648,556		
Total	27,373,064	26,858,734	514,330	Debt Service	48,895,763	48,649,067	246,696		
Health and Welfare				Deferred Charges and Statutory Expenditures	49,940,815	49,090,917	849,898		
Salaries and Wages	5,616,995	6,891,261	(1,274,266)						
Other Expenses	36,032,046	34,868,459	1,163,587						
Total	41,649,041	41,759,720	(110,679)						
Educational									
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						
<b>GRAND TOTALS:</b>					<b>400,794,818</b>	<b>418,647,593</b>	<b>(17,852,775)</b>		

Sheet 3h

CURRENT FUND - ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized In Cash in 2013
		2014	2013	
<b>1. Surplus Anticipated</b>	08-101	16,000,000.00	16,500,000.00	16,500,000.00
<b>2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services</b>	08-102			
Total Surplus Anticipated	08-100	16,000,000.00	16,500,000.00	16,500,000.00
<b>3. Miscellaneous Revenues-Section A: Local Revenues</b>	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)

GENERAL REVENUES	FCOA	Anticipated		Realized
		2014	2013	In Cash In 2013
<b>3. Miscellaneous Revenues-Section A: Local Revenues (continued)</b>				
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
<b>Total Section A: Local Revenues</b>	<b>08-001</b>	<b>11,415,589.00</b>	<b>14,242,946.00</b>	<b>15,923,468.46</b>

Sheet 4a







CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized
		2014	2013	In Cash In 2013
<b>3. Miscellaneous Revenues - Section D</b>				
<b>Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services: Public and Private Revenues Offset with Appropriations:</b>	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	
<b>3. Miscellaneous Revenues - Section D: (continued)</b>				
<b>Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations:</b>				
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

Sheet 7a

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
<b>3. Miscellaneous Revenues - Section D:</b>				
<b>Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations: (continued)</b>				
NJ Historical Commission FY 13	10-735	XXXXXXX	15,455.00	XXXXXXX
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		98,130.00	98,130.00
Insurance Fraud Program	10-772		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
Law Enforcement Training & Equipment	10-777		14,922.00	33,771.00
Family Court Services	10-803		338,792.00	342,020.00
Program Service Fund	10-793		315,057.00	334,482.00
State Health Ins. Asst. Prg.	10-713			33,000.00
Disaster Assistance	10-883			5,197.00
Work First Nj (WFNJ) FY12/13	10-701			250,000.00

Sheet 7b

CURRENT FUND - ANTICIPATED REVENUES (Continued)

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

Sheet 7c

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
<b>3. Miscellaneous Revenues - Section D:</b>				
<b>Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations: (continued)</b>	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx
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	15,688.00	15,688.00
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

Sheet 7d

CURRENT FUND - ANTICIPATED REVENUES (Continued)

	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
<b>3. Miscellaneous Revenues - Section D:</b>				
<b>Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services-Public and Private Revenues Offset with Appropriations: (continued)</b>				
State Facilities Education	10-726	xxxxxxx	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	0.00
US Marshall Service	10-749	32,000.00	0.00	0.00
<b>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</b>	<b>10-001</b>	<b>8,803,532.00</b>	<b>37,955,069.00</b>	<b>37,955,069.00</b>

Sheet 7e

CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES	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:	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx
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

Introduced on: March 19, 2014  
 Adopted on: March 19, 2014  
 Official Resolution#: 2014000302



CURRENT FUND - ANTICIPATED REVENUES (Continued)

GENERAL REVENUES	FCOA	Anticipated		Realized In Cash In 2013
		2014	2013	
<b>3. SUMMARY OF REVENUES:</b>				
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:	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
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 Total Section D: Local Government Services: Public and Private Revenues Offset with Appropriations	10-001	8,803,532.00	37,955,069.00	37,955,069.00
Special Items of General Revenue Anticipated with Prior Written Consent of Director of Total Section E: 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				Expended 2013	
8. GENERAL APPROPRIATIONS	FCOA	Appropriated			Paid or Charged	Reserved	
		for 2014	for 2013	for 2013 By Emergency Appropriation			Total for 2013 As Modified By All Transfers
(A) Operations							
<b>GENERAL GOVERNMENT</b>							
Administration & Executive Board of Chosen Freeholders	20-110-1	444,376.00	443,468.00		463,468.00	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	76,480.67	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	1,366,049.00	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							

Sheet 10

8. GENERAL APPROPRIATIONS (A) Operations - (continued)	FCOA	CURRENT FUND - APPROPRIATIONS				Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
Employee Relations	20-105-1	1,040,697.00	1,018,250.00		1,014,350.00	1,008,578.93	5,771.07
Salaries & Wages	20-105-2	11,500.00	11,400.00		11,400.00	7,169.24	4,230.76
Other Expenses							
Personnel Training Program	20-105-2	25,000.00	25,000.00		25,000.00	15,814.72	9,185.28
Other Expenses							
Labor Relations Consultant	20-105-2	150,000.00	150,000.00		150,000.00	62,323.54	87,676.46
Other Expenses							
County Connection/Tourism	20-101-1	0.00	534,817.00		534,817.00	530,725.56	4,091.44
Salaries & Wages	20-101-2	0.00	48,199.00		48,199.00	25,982.57	22,216.43
Other Expenses							
Public Information/Outreach	30-420-1	0.00	237,687.00		247,687.00	242,748.36	4,938.64
Salaries & Wages	30-420-2	145,950.00	145,950.00		145,950.00	140,780.14	5,169.86
Other Expenses							
County Connection	30-420-2	16,795.00	0.00		0.00	0.00	0.00
Other Expenses							
County Clerk	20-120-1	2,084,873.00	2,081,925.00		2,086,925.00	2,071,832.54	15,092.46
Salaries & Wages	20-120-2	340,560.00	334,560.00		334,560.00	333,514.34	1,045.66
Other Expenses							
Prosecutor's Programs	25-275-2	87,640.00	87,640.00		87,640.00	75,077.27	12,562.73
Other Expenses							
Prosecutor	25-275-1	11,718,073.00	12,334,924.00		13,234,924.00	12,648,993.17	585,930.83
Salaries & Wages	25-275-2	547,346.00	547,346.00		547,346.00	542,363.39	4,982.61
Other Expenses							
Gang Violence Initiative	25-275-1	447,889.00	435,394.00		215,394.00	194,319.71	21,074.29
Salaries & Wages							
Purchase Department	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							
Record Storage	20-100-1	0.00	120,288.00		125,288.00	123,590.82	1,697.18
Salaries & Wages	20-100-2	0.00	1,520.00		1,520.00	1,419.46	100.54
Other Expenses							
Warehouse/Record Storage	20-100-1	237,901.00	164,114.00		171,114.00	168,816.65	2,297.35
Salaries & Wages	20-100-2	3,239.00	1,719.00		1,719.00	1,524.60	194.40
Other Expenses							

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8. GENERAL APPROPRIATIONS	FCOA	CURRENT FUND - APPROPRIATIONS				Expended 2013	
		Appropriated			Paid or Charged	Reserved	
		for 2014	for 2013	for 2013 By Emergency Appropriation			Total for 2013 As Modified By All Transfers
(A) Operations - (continued)							
Buildings & Grounds	26-310-1	5,913,158.00	5,989,442.00		5,630,200.22	59,241.78	
Salaries & Wages	26-310-2	2,767,260.00	2,767,260.00		2,747,473.08	19,786.92	
Other Expenses							
Security	25-272-1	743,046.00	673,235.00		797,013.64	36,221.36	
Salaries & Wages	25-272-2	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		39,848,454.44	805,370.56	
Health Benefit Waiver	23-221-2	74,100.00	79,200.00		83,100.00	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	0.00	
Employee Physicals & Policy	23-210-2	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	0.00	
Workmen's Compensation Trust (40A, 10-6)	23-215-2	5,000,000.00	2,516,000.00		2,516,000.00	0.00	
Self Insurance-Administration of Claims	23-210-2	222,988.00	216,493.00		216,492.24	0.76	
Self Insurance Police Professionals	23-210-2	0.00	89,000.00		89,000.00	0.00	
Self Insurance - Public Officials Trust	23-210-2	0.00	460,400.00		460,400.00	0.00	
General Liability	23-210-2	0.00	123,000.00		123,000.00	0.00	
Stationery, Printing and Advertising							
Other expenses	20-101-2	18,000.00	18,000.00		18,000.00	7,192.95	
Postage	20-101-2	464,446.00	436,100.00		436,100.00	94,415.00	
Office of Information Technology							
Salaries & Wages	20-140-1	2,237,005.00	2,346,168.00		2,141,212.44	137,455.56	
Other Expenses	20-140-2	1,905,525.00	1,861,299.00		2,164,562.23	4,236.77	
Printing & Graphic Arts	20-101-1	666,635.00	654,744.00		617,528.35	37,215.65	
Salaries & Wages	20-101-2	285,000.00	285,000.00		218,748.78	66,251.22	
Other Expenses							
<b>TOTAL GENERAL GOVERNMENT</b>		<b>87,469,771.00</b>	<b>85,686,613.00</b>	<b>0.00</b>	<b>86,675,613.00</b>	<b>83,905,635.31</b>	<b>2,789,977.69</b>

Sheet 12



8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	CURRENT FUND - APPROPRIATIONS					Expended 2013	
		Appropriated			for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved
		for 2014	for 2013					
<b>REGULATION</b>								
Office of the Sheriff	25-270-1	14,522,634.00	14,376,835.00		15,626,835.00	15,431,564.69	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								
Sheriff's/911 System (40A.45.4(f))	25-250-1	1,801,408.00	1,789,705.00		1,789,705.00	1,722,631.95	67,073.05	
Salaries & Wages	25-250-2	207,708.00	203,635.00		203,635.00	186,559.56	17,075.44	
Other Expenses								
Sheriff-Communications & Operations Division	25-250-2	184,110.00	180,500.00		180,500.00	173,894.35	6,605.65	
Other Expenses	25-271-2	192,780.00	189,000.00		189,000.00	185,751.23	3,248.77	
Sheriff-Criminal Division	25-241-2	39,900.00	39,900.00		39,900.00	35,137.25	4,762.75	
Police Academy								
Other Expenses	20-150-1	430,646.00	457,871.00		457,871.00	446,248.33	11,622.67	
Salaries & Wages	20-150-2	17,400.00	5,000.00		5,000.00	4,997.02	2.98	
Other Expenses	25-285-1	412,092.00	427,691.00		427,691.00	396,466.12	31,224.88	
County Medical Examiner	25-285-2	750,000.00	690,000.00		747,000.00	735,448.07	11,551.93	
Salaries & Wages								
Other Expenses	25-285-2	7,860.00	7,860.00		7,860.00	6,538.00	1,322.00	
Burial Expendigent Dependents	26-311-1	86,220.00	83,175.00		88,175.00	85,533.88	2,641.12	
Other Expenses	26-311-2	36,200.00	36,200.00		36,200.00	34,815.15	1,384.85	
Shade Tree Commission	20-121-1	1,955,303.00	2,034,892.00		2,034,892.00	1,792,901.42	241,990.58	
Salaries & Wages	20-121-2	685,000.00	600,000.00		623,535.00	509,944.47	113,590.53	
Other Expenses								

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

Sheet 16

Introduced on: March 19, 2014  
 Adopted on: March 19, 2014  
 Official Resolutions: 2014006302





8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	CURRENT FUND - APPROPRIATIONS			Expended 2013			
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved	
<b>HEALTH &amp; WELFARE</b>								
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 NJ 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	25-260-2	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 Comm (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. 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							

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8. GENERAL APPROPRIATIONS	FCOA	CURRENT FUND - APPROPRIATIONS			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)								
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-Salaries & Wages	25-283-1	3,317,438.00	3,317,992.00		3,289,742.00	3,112,633.36	177,108.64	
Other Expenses	25-283-2	145,065.00	145,065.00		145,065.00	110,490.30	34,574.70	
Juvenile Services: Non secure	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	477,300.00	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.)	27-336-2	1,000.00	1,000.00		1,000.00	730.00	270.00	
War Vet Burial/Grave								
Other Expenses								
Ocean Environ. Agency								

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8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	CURRENT FUND - APPROPRIATIONS			Expended 2013	
		Appropriated			Paid or Charged	Reserved
		for 2014	for 2013	for 2013 By Emergency Appropriation		
Cerebral Palsy Child (N.J.S. 9:13-7/8)	27-360-2	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	36,218.95
Solid Waste Management Salaries & Wages	26-305-1	747,908.00	1,986,625.00		2,066,625.00	9,215.42
Other Expenses	26-305-2	380,000.00	380,000.00		380,000.00	29,313.45
Disability Aware/Education	27-360-2	22,500.00	22,500.00		22,500.00	300.00
Commission for Individuals with Disabilities	27-360-2	1,200.00	1,200.00		1,200.00	96.53
Counseling & Referral Service OCE	27-360-2	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	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	0.00
Div. Aging-S.D.C. Reimb.	27-360-2	175,000.00	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	0.00
Aid to Families w/Dep Children	27-345-2	736,224.00	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	0.00
Aid to Animal Control NJAC 8:52	27-340-2	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	28.85
Workforce Investment Board	27-360-2	36,000.00	36,000.00		36,000.00	0.00
<b>TOTAL HEALTH AND WELFARE</b>		<b>41,649,041.00</b>	<b>41,625,970.00</b>	<b>0.00</b>	<b>41,759,720.00</b>	<b>481,463.42</b>

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8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	CURRENT FUND - APPROPRIATIONS				Expended 2013	
		Appropriated			Paid or Charged	Reserved	
		for 2014	for 2013	for 2013 By Emergency Appropriation			Total for 2013 As Modified By All Transfers
<b>EDUCATIONAL</b>							
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	29-392-2	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	29-395-2	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	29-396-2	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						

Sheet 20a



8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	CURRENT FUND - APPROPRIATIONS			Expended 2013			
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved	
<b>RECREATIONAL</b>								
County Parks (N.J.S. 40: 32-2.4)	28-375-1	5,075,938.00	4,963,576.00		5,003,576.00	4,960,145.61	43,430.39	
Salaries & Wages						332,949.44	9,050.56	
Other Expenses	28-375-2	342,000.00	342,000.00		342,000.00			
County Parks-Non Profit Program								
Other Expenses	28-370-2	154,848.00	154,848.00		154,848.00	150,349.06	4,498.94	
Forge Pond Complex								
Other Expenses	28-375-2	79,518.00	79,518.00		79,518.00	78,079.57	1,438.43	
Atlantis Complex								
Other Expenses	28-375-2	152,200.00	152,200.00		152,200.00	150,028.26	2,171.74	
Rent/Lease Equipment								
Other Expenses	28-375-2	85,820.00	85,820.00		85,820.00	70,992.32	14,827.68	
Atlantis Golf Course Pro-Shop								
Other Expenses	28-375-2	31,000.00	31,000.00		31,000.00	30,183.66	816.34	
Forge Pond Golf Course Pro-Shop								
Other Expenses	28-375-2	22,032.00	22,032.00		22,032.00	21,344.07	687.93	
Public Info-Fair Committee								
Other Expenses	28-370-2	8,034.00	8,034.00		8,034.00	8,034.00	0.00	
<b>TOTAL RECREATIONAL</b>		<b>5,951,390.00</b>	<b>5,839,028.00</b>		<b>5,879,028.00</b>	<b>5,802,105.99</b>	<b>76,922.01</b>	

Sheet 20c

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
<b>UNCLASSIFIED</b>							
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	264,894.00	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)	20-130-2	1,500,000.00	2,600,000.00		0.00	0.00	0.00
Salaries & Wages	30-415-2	100,000.00	100,000.00		100,000.00	100,000.00	0.00
Accumulated Sick Leave at Retirement	30-416-2	11,000.00	11,000.00		11,000.00	10,777.00	223.00
Association of Counties							
Other Expenses	30-417-2	1,000,000.00	300,000.00		300,000.00	267,553.37	332,446.63
Special Projects							
Other Expenses							

Sheet 21

Introduced on: \_\_\_\_\_  
 Adopted on: \_\_\_\_\_  
 Official Resolution#: \_\_\_\_\_





CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations-(Continued) UNCLASSIFIED (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
Matching Funds for Future Grants	41-899-2	635,000.00	78,346.00		78,346.00	0.00	78,346.00
Other Expenses							
Local: DCA Home Delv. Meals	41-899-2	18,082.00	18,817.00		18,817.00	18,817.00	0.00
Local: Human Svc Advisory	41-899-2	15,900.00	15,900.00		15,900.00	15,900.00	0.00
Local: FTA JARC Rt. 37	41-899-2		250,000.00		250,000.00	250,000.00	0.00
Local: Subregional Studies Program	41-899-2		73,000.00		73,000.00	73,000.00	0.00
Local: Stop Violence Against Women	41-899-2		10,157.00		10,157.00	10,157.00	0.00
Local: Crosswind Runway 14/32	41-899-2		137,793.00		137,793.00	137,793.00	0.00
Local: Social Svcs Block	41-899-2	57,950.00	58,159.00		58,159.00	58,159.00	0.00
Local: Juvenile Accountability Block	41-899-2	1,320.00	1,743.00		1,743.00	1,743.00	0.00
Local: Subregional Transportation Program	41-899-2		25,704.00		25,704.00	25,704.00	0.00
Local: New Freedom Prog	41-899-2		60,000.00		60,000.00	60,000.00	0.00
Local: S.A.N.E.	41-899-2	18,940.00	18,715.00		18,715.00	18,715.00	0.00
Local: Prosecutor LED Mental Health	41-899-2	25,000.00	0.00		0.00	0.00	0.00
Sub-Total Grants-Local Match:		772,192.00	748,334.00		748,334.00	669,988.00	78,346.00
<b>TOTAL UNCLASSIFIED</b>		<b>31,041,709.00</b>	<b>27,027,722.00</b>	<b>0.00</b>	<b>24,327,722.00</b>	<b>21,899,483.30</b>	<b>2,428,238.70</b>
<b>Subtotal Operations</b>		<b>276,667,869.00</b>	<b>272,214,257.00</b>	<b>0.00</b>	<b>272,214,257.00</b>	<b>262,245,393.18</b>	<b>9,966,863.82</b>

Sheet 21b

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	CURRENT FUND - APPROPRIATIONS				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	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	41-770-2		1,921,373.00		1,921,373.00	1,921,373.00	0.00
Work First NJ Prog. (WFNJ) FY12/13	41-701-2		250,000.00		250,000.00	250,000.00	0.00
Subregional Transportation Program	41-748-2		102,815.00		102,815.00	102,815.00	0.00
Senior Citizens and Persons with Disabilities	41-704-2	1,519,000.00	1,865,541.00		1,865,541.00	1,865,541.00	0.00
Human Svcs Advisory Svc	41-711-2	69,275.00	69,275.00		69,275.00	69,275.00	0.00
Medicaid Match	41-734-2	31,476.00	34,064.00		34,064.00	34,064.00	0.00

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8. GENERAL APPROPRIATIONS	FCOA	CURRENT FUND - APPROPRIATIONS				Paid or Charged	Reserved
		Appropriated		Expended 2013			
(A) Operations-(Continued)		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers		
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	41-859-2		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. Assl. Prg.	41-713-2		33,000.00		33,000.00	33,000.00	0.00
Stop Violence Against Women	41-881-2		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

Sheet 23

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	CURRENT FUND - APPROPRIATIONS				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	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
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 Enf. 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

Sheet 24

8. GENERAL APPROPRIATIONS (A) Operations-(Continued)	FCOA	CURRENT FUND - APPROPRIATIONS				Appropriated		Expended 2013	
		for 2014	for 2013	for 2013 By Emergency Appropriation	Total for 2013 As Modified By All Transfers	Paid or Charged	Reserved		
		XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX		
Public and Private Programs Offset By Revenues (Continued)	X								
Insurance Fraud Program	41-772-2	250,000.00	250,000.00		250,000.00	250,000.00	0.00		
Title IV-D Reimb FY12	41-730-2		82,079.00		82,079.00	82,079.00	0.00		
SmartSTEPS Program FY13	41-779-2		8,025.00		8,025.00	8,025.00	0.00		
Workforce Learning Link	41-729-2		42,000.00		42,000.00	42,000.00	0.00		
NJ Historical Commission	41-727-2		13,056.00		13,056.00	13,056.00	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		
HUD: HOME Program Income	41-719-2		10,000.00		10,000.00	10,000.00	0.00		
Recycling Enhancement Tax Entitlement	41-834-2	346,500.00	335,500.00		335,500.00	335,500.00	0.00		
Clean Communities Program	41-747-2		187,904.00		187,904.00	187,904.00	0.00		
Barnegat Branch Trail Phase VI	41-723-2		290,000.00		290,000.00	290,000.00	0.00		
Juvenile Accountability Block	41-757-2	11,876.00	15,688.00		15,688.00	15,688.00	0.00		
Workforce Development Partnership	41-785-2		74,800.00		74,800.00	74,800.00	0.00		
SSBG Home Delivered Meals FY13	41-761-2		8,246.00		8,246.00	8,246.00	0.00		
U.S.D.A.	41-731-2	188,695.00	200,227.00		200,227.00	200,227.00	0.00		
SHRAP FY13	41-743-2	829,000.00	14,301,400.00		14,301,400.00	14,301,400.00	0.00		
Workforce Investment Act Plan	41-836-2		3,291,851.00		3,291,851.00	3,291,851.00	0.00		

Sheet 25

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	xxxxxxxxxxxxxxx
Regional Radio Emergency Prep FY13	41-741-2		960.00		960.00	960.00	960.00	0.00
NJ Historical Comm FY13	41-735-2		15,455.00		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	7,382.00	0.00
Title IV-D Reimbursement	41-733-2		10,841.00		12,908.00	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 Asst.	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

Sheet 25a

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
<b>TOTAL Public and Private Programs</b>							
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	2,708,814.21
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	7,418,963.99

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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

Sheet 27







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:	xxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx
Emergency Authorizations	46-870			xxxxxxxxxxxxxxx		xxxxxxxxxxxxxxx	xxxxxxxxxxxxxxx
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	xxxxxxxxxxxxxxx	22,000,000.00	22,000,000.00	xxxxxxxxxxxxxxx
Special Emergency Authorizations - 3 Years (N.J.S. 40A:4-55.1 & 40A:4-55.13)	46-871			xxxxxxxxxxxxxxx			xxxxxxxxxxxxxxx
Deferred Charges to Future Taxation- Unfunded				xxxxxxxxxxxxxxx			xxxxxxxxxxxxxxx
11-1: Reconstruct/resurface County roads	46-875-2	0.00	450,000.00	xxxxxxxxxxxxxxx	450,000.00	450,000.00	xxxxxxxxxxxxxxx
12-1: Reconstruct/resurface County roads, Phase I	46-875-2	950,000.00	0.00	xxxxxxxxxxxxxxx	0.00	0.00	xxxxxxxxxxxxxxx
06-12: Reconstruct Rt 539 at new Fort Dix entrance	46-875-2	0.00	3,250.00	xxxxxxxxxxxxxxx	3,250.00	3,250.00	xxxxxxxxxxxxxxx
11-16: Berkeley Island Park and park land in Tuckerton	46-875-2	348,250.00	51,750.00	xxxxxxxxxxxxxxx	51,750.00	51,750.00	xxxxxxxxxxxxxxx
				xxxxxxxxxxxxxxx			xxxxxxxxxxxxxxx
				xxxxxxxxxxxxxxx			xxxxxxxxxxxxxxx
				xxxxxxxxxxxxxxx			xxxxxxxxxxxxxxx
				xxxxxxxxxxxxxxx			xxxxxxxxxxxxxxx
				xxxxxxxxxxxxxxx			xxxxxxxxxxxxxxx



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:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Contribution To: 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 Unemployment Compensation Insurance (N.J.S.A. 43:21-3 et seq.)	36-476						
	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			XXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXX
9. TOTAL GENERAL APPROPRIATIONS	34-499	400,794,818.00	418,647,593.00	0.00	418,647,593.00	406,634,689.55	12,008,448.89

Sheet 32

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS Summary of 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:	XXXXXXXX						
Subtotal Operations	34-200	276,667,869.00	272,214,257.00		272,214,257.00	262,245,393.18	9,968,863.82
Public & Private Progs Offset by Revs.	40-999	8,803,532.00	37,955,069.00		37,955,069.00	37,955,069.00	0.00
(B) Contingent	35-470	300,000.00	200,000.00		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
(C) Capital Improvements	44-999	16,186,839.00	10,538,283.00		10,538,283.00	9,638,567.05	899,715.95
(D) County Debt Service	45-999	48,895,763.00	48,649,067.00	XXXXXXXXXXXXXXXX	48,649,067.00	48,644,585.43	XXXXXXXXXXXXXXXX
(E) (1) Total Deferred Charges	46-999	23,371,063.00	22,533,659.00		22,533,659.00	22,533,650.91	XXXXXXXXXXXXXXXX
(2) 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 Charges and Statutory Expenditures-County	34-209	49,940,815.00	49,090,917.00		49,090,917.00	48,109,985.29	980,923.62
(F) Judgements	37-480	0.00	0.00	XXXXXXXXXXXXXXXX	0.00	0.00	XXXXXXXXXXXXXXXX
(G) Cash Deficit	46-885	0.00	0.00		0.00	0.00	0.00
TOTAL GENERAL APPROPRIATIONS	34-499	400,794,818.00	418,647,593.00	0.00	418,647,593.00	406,634,689.55	12,008,413.23

Sheet 33



Dedication by Rider - (N.J.S. 40A:4-39) "The dedicated revenues anticipated during the year 2014 from Motor Vehicle Fines; Solid Fuel Licenses 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-Juvs Compensation Trust Fund (N.J.S. 20:45-13); 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:10-6 et. seq.); Tax Board Filing Fees (N.J.S.A. 54:3-21.3A); Forensic Laboratory Fund (N.J.S.A. 2C:35-20); County Clerk Filing Fees (N.J.S. 22A:2-25 et. seq.); Self Insurance Police Professionals (N.J.S.A. 40A:10-6 et. seq.); Innate 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.38); Construction Inspection Trust (N.J.A.C. 5:23-4.17); 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); Innate 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 Measures (N.J.A.C. 13:47B-1.5); Audio Visual Aids Commission (N.J.S.A. 18A:51-5); 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.138 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."

Sheet 34



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

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
Deferred Charges and Statutory Expenditures:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX
DEFERRED CHARGES:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX
Emergency Authorizations	55-530			XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX
				XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX
				XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX
				XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX
				XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX
STATUTORY EXPENDITURES:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX	XXXXXXXXXXXXXXXXXX XX
Contribution To:							
Public Employees' Retirement System	55-540						
Social Security System (O.A.S.I.)	55-541						
Unemployment Compensation Insurance (N.J.S.A. 43:21-3 et. seq.)	55-542						
Judgements	55-531						
Deficits in Operations in Prior Years	55-532				XXXXXXXXXXXXXXXXXX XX		XXXXXXXXXXXXXXXXXX XX
Surplus (General Budget)	55-545				XXXXXXXXXXXXXXXXXX XX		XXXXXXXXXXXXXXXXXX XX
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	
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

\*Nearest even percentage may be used.

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 45. 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.

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CAPITAL BUDGET (Current Year Action)  
2014

LOCAL UNIT: County of Ocean

1 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	
<b>Engineers</b>									
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	
Recon. & Resurf. of Certain County Roads (SA)	14-6	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 Siena Drive, Jackson Twp. (SA)	14-7	500,000.00					500,000.00	500,000.00	
Recon. of Route 526 (Apple St. to Route 549), Somerset Ave. Intersection, Lakewood Twp. (SA)	14-8	500,000.00					500,000.00	500,000.00	
Recon. of Route 526 (Apple St. to Route 549), Brook Rd. Intersection, Lakewood Twp. (SA)	14-9	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)	14-10	691,300.00					691,300.00	691,300.00	
Cost Share Various GSP Bridges (Old Freehold Road, Church Road & Chambers Bridge Road)	14-11	12,000,000.00			600,000.00			11,400,000.00	
GSP Interchange 88 Construction (Cost Share)	14-12	5,000,000.00			250,000.00			4,750,000.00	
Recon. & Widening of Indian Head Rd., Rt. 571 (Rt. 9 to GSP), Toms River Township	14-13	1,500,000.00			75,000.00			1,425,000.00	
Replacement of Daniels Bridge No. 1520005, Ocean Township	14-14	1,500,000.00			75,000.00			1,425,000.00	
Installation of Manufactured Treatment Devices & Equipment, South Toms River, Beachwood, Pinebeach (FA)	14-15	1,800,000.00			45,000.00		900,000.00	1,755,000.00	
Replacement of Barnegat Bridge No. 1533001, Barnegat Township	14-16	2,200,000.00			60,000.00		1,000,000.00	2,140,000.00	
GSP Interchange 58 Park & Ride, Little Egg Harbor Township (Design) (TA)	14-17	400,000.00					400,000.00	400,000.00	
Reconstruction of Ridge Ave./New Hampshire Ave. Signalized Intersection, Lakewood Twp.	14-18	1,000,000.00			50,000.00			950,000.00	
Long Beach Blvd. Traffic Signal Upgrades Phase A, Long Beach Twp.	14-19	1,000,000.00			50,000.00			950,000.00	
CR 549 (Hooper Ave. and Brick Blvd.) Adaptive Traffic Signals Design & Construction, Toms River Twp.	14-20	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	14-32	1,500,000.00			75,000.00			1,425,000.00	
<b>Subtotal - Engineers</b>		<b>97,091,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,905,000.00</b>	<b>0.00</b>	<b>6,491,300.00</b>	<b>42,686,300.00</b>	<b>52,500,000.00</b>

Sheet 39b(1)

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CAPITAL BUDGET (Current Year Action)  
2014

LOCAL UNIT: County of Ocean

PROJECT	Project Number	Estimated Total Cost	Amounts Reserved in Prior Years	Planned Funding Sources for Current Year 2014					Debt Authorized	To be Funded in Future Years
				5a 2014 Budget Appropriations	5b Capital Improvement Fund	5c Capital Surplus	5d Grants in Aid & Other Funds	5e		
<b>Parks &amp; Recreation</b>										
Berkeley Island Redevelopment & Shoreline Protection	14-21	8,000,000.00			400,000.00			7,600,000.00		
Cattus Island Design, Permitting & Reconstruction	14-22	250,000.00			250,000.00					
<b>Subtotal - Parks &amp; Recreation</b>		<b>8,250,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>650,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,600,000.00</b>	<b>0.00</b>	
<b>Ocean County colleges</b>										
Instructional Building Renovation	14-23	2,850,000.00						2,850,000.00		
<b>Subtotal - Ocean County College</b>		<b>2,850,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,850,000.00</b>	<b>0.00</b>	
<b>Solid Waste Management</b>										
NRC/SRC Storage Buildings	14-24	850,000.00					850,000.00			
<b>Subtotal - Solid Waste Management</b>		<b>850,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>850,000.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Buildings &amp; Grounds</b>										
HVAC Replacement and Elevator Replacement/Renovations at various County Buildings	14-25	2,000,000.00			100,000.00			1,900,000.00		
<b>Subtotal - Buildings &amp; Grounds</b>		<b>2,000,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,900,000.00</b>	<b>0.00</b>	
<b>Vehicle Services</b>										
Fuel Site Upgrades Phase 2	14-26	950,000.00			950,000.00					
<b>Subtotal - Vehicle Services</b>		<b>950,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>950,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Management and Budget</b>										
1962 Jail Facility Renovations	14-27	5,300,000.00			270,000.00			5,030,000.00		
Design, Permitting and Construction of four Remote Towers, Phase 2	14-28	3,000,000.00			150,000.00			2,850,000.00		
<b>Subtotal - Management and Budget</b>		<b>8,300,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>420,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,880,000.00</b>	<b>0.00</b>	
<b>Vocational Technical School</b>										
Renovation of rest rooms/ADA compliant, Jackson & Waretown Schools	14-31	250,000.00			250,000.00					
<b>Subtotal - Vocational Technical School</b>		<b>250,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>250,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Planting</b>										
Barnegat Branch Trail Phase VI	14-29	350,000.00			350,000.00					
<b>Subtotal - Planting</b>		<b>350,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>350,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Mosquito Commission</b>										
Low Ground Pressure Excavator	14-30	150,000.00			150,000.00					
<b>Subtotal - Mosquito Commission</b>		<b>150,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>150,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>TOTALS - ALL PROJECTS</b>	<b>33-199</b>	<b>121,041,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,775,000.00</b>	<b>0.00</b>	<b>7,341,300.00</b>	<b>62,916,300.00</b>	<b>52,500,000.00</b>	

Sheet 39b(2)

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	
<b>Engineers</b>										
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 Siena Drive, Jackson Twp. (SA)	14-7	500,000.00	1 Year	500,000.00						
Recon. of Route 526 (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						
Realignment of Horton 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					

Sheet 39c(1)

Introduced on: March 19, 2014  
 Adopted on: March 19, 2014  
 Official Resolution#: 2014000302

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.	16-7	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.	16-8	2,000,000.00	3 Years			2,000,000.00				
Recon. Long Swamp Rd., Plumsted Twp.	17-1	3,000,000.00	4 Years				3,000,000.00			
Const. of Church Road Extension (Rt. 9 to Whitesville Rd.), Toms River Twp.	17-2	1,000,000.00	4 Years				1,000,000.00			
Recon. Flint Road, South Toms River Boro.	17-3	4,000,000.00	4 Years				4,000,000.00			
Freehold Rd. Hill Lowering @ Jordan Estates & Harmony Rd., Jackson Township	17-4	1,500,000.00	4 Years				1,500,000.00			
Replacement of Colonial Drive South Bridge, No. 1518018, Manchester Township	17-5	800,000.00	4 Years				800,000.00			
Replacement of the Inward Thoroughfare Bridge No. 1507007, Toms River Township	17-6	2,300,000.00	4 Years				2,300,000.00			
Repair of Thompson Bridge No. 1511016, Ocean Twp.	17-7	4,500,000.00	4 Years				4,500,000.00			
Recon. and Widen Cross Street, Lakewood Twp.	17-8	1,000,000.00	4 Years				1,000,000.00			
Recon. Lanes Mills Rd. (Burnt Tavern Rd. to Hebertsville Rd.), Brick Twp.	17-9	1,200,000.00	4 Years				1,200,000.00			
Recon. Van Zile Rd. (Rt. 70 to Burnt Tavern Rd.), Brick Twp.	18-1	3,000,000.00	5 Years					3,000,000.00		
Const. of Western Blvd. Extension, Phase A, Berkeley Twp.	18-2	1,000,000.00	5 Years					1,000,000.00		
Replacement of Graftown Road Bridge No. 1511009, Jackson Township	18-3	2,000,000.00	5 Years					2,000,000.00		
Replacement of Cedar Creek Bridge No. 1512020, Lacey Township	18-4	6,000,000.00	5 Years					6,000,000.00		
Replacement of Cedar Creek Bridge No. 1511009, Jackson Township	18-5	1,000,000.00	5 Years					1,000,000.00		
Replacement of Cedar Creek Bridge No. 1518012, Manchester Township	18-6	1,500,000.00	5 Years					1,500,000.00		
Construction of Western Boulevard Extension, Phase B, Berkeley Twp.	18-7	1,500,000.00	5 Years					1,500,000.00		
	19-1	6,000,000.00	6 Years							

Sheet 39c(2)

Introduced on: March 19, 2014  
 Adopted on: March 19, 2014  
 Official Resolution#: 20140002

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						
				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, Toms River Township	19-2	2,500,000.00	6 Years							2,500,000.00
Replacement of Otis Bog Bridge No. 1516009, 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. 1518017, Manchester Township	19-5	2,300,000.00	6 Years							2,300,000.00
Replacement of Duck Farm Bridge No. 1506013, Brick Twp.	19-6	1,500,000.00	6 Years							1,500,000.00
Replacement of Zebb's Bridge No. 1505007, Berkeley Twp.	19-7	1,000,000.00	6 Years							1,000,000.00
<b>Subtotal - Engineers</b>		<b>166,191,300.00</b>		<b>44,591,300.00</b>	<b>16,600,000.00</b>	<b>22,100,000.00</b>	<b>29,800,000.00</b>	<b>26,500,000.00</b>	<b>26,600,000.00</b>	<b>26,600,000.00</b>
<b>Parks &amp; Recreation</b>										
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						500,000.00	7,000,000.00
<b>Subtotal - Parks &amp; Recreation</b>		<b>26,050,000.00</b>		<b>8,250,000.00</b>	<b>4,300,000.00</b>	<b>2,000,000.00</b>	<b>4,000,000.00</b>	<b>500,000.00</b>	<b>7,000,000.00</b>	<b>7,000,000.00</b>
<b>Vehicle Services</b>										
Fuel site upgrades Phase 2	14-26	950,000.00	1 Year	950,000.00						
<b>Subtotal - Vehicle Services</b>		<b>950,000.00</b>		<b>950,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Ocean Building Projects</b>										
Instructional Building Renovation	14-23	2,850,000.00	1 Year	2,850,000.00						
<b>Subtotal - Ocean County College</b>		<b>2,850,000.00</b>		<b>2,850,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Solid Waste Management</b>										
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					
<b>Subtotal - Solid Waste Management</b>		<b>11,350,000.00</b>		<b>850,000.00</b>	<b>6,000,000.00</b>	<b>4,500,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Sheet 39c(3)

Introduced on: March 19, 2014  
 Adopted on: March 19, 2014  
 Official Resolution#: 2014000302

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	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
<b>Buildings &amp; Grounds</b>									
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 repointing & facade rehabilitation	15-15	400,000.00	2 Years		400,000.00				
<b>Subtotal - Buildings &amp; Grounds</b>		<b>3,525,000.00</b>		<b>2,000,000.00</b>	<b>1,525,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Management and Budget</b>									
1962 Jail Facility Renovations	14-27	5,300,000.00	1 Year	5,300,000.00					
Design, Permitting and Construction of four Remote Towers, Phase 2	14-28	3,000,000.00	1 Year	3,000,000.00					
Purchase/Installation Microwave Equipment for four Remote 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 Remote Tower sites, Phase 5	17-11	7,000,000.00	4 Years				7,000,000.00		
<b>Subtotal - Management and Budget</b>		<b>24,800,000.00</b>		<b>8,300,000.00</b>	<b>3,000,000.00</b>	<b>6,500,000.00</b>	<b>7,000,000.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Vocational Technical School</b>									
Renovation of rest rooms/ADA compliant, Jackson & Watertown Schools	14-31	250,000.00	1 Year	250,000.00					
<b>Subtotal - Vocational Technical School</b>		<b>250,000.00</b>		<b>250,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Planning</b>									
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			
<b>Subtotal - Planning</b>		<b>2,550,000.00</b>		<b>350,000.00</b>	<b>1,500,000.00</b>	<b>700,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Mosquito Commission</b>									
Low Ground Pressure Excavator	14-30	150,000.00	1 Year	150,000.00					
<b>Subtotal - Mosquito Commission</b>		<b>150,000.00</b>		<b>150,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTALS - ALL PROJECTS</b>	<b>33-299</b>	<b>236,566,300.00</b>		<b>68,541,300.00</b>	<b>32,925,000.00</b>	<b>35,800,000.00</b>	<b>40,800,000.00</b>	<b>27,000,000.00</b>	<b>0.00</b>

Sheet 39c(4)

Introduced on: March 19, 2014  
 Adopted on: March 5, 2014  
 Official Resolution#: 2014-002

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		
<b>Engineers</b>												
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 Siena 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					
Typ. (SA)	691,300.00					691,300.00	691,300.00					
Cost Share Various GSP Bridges (Old Freehold Road, Church Road & Chambers Bridge Road)	12,000,000.00			600,000.00			11,400,000.00					
GSP Interchange 88 Construction (Cost Share)	5,000,000.00			250,000.00			4,750,000.00					
Recon. & Widening of Indian Head Rd., Rt. 571 (Rt. 9 to GSP), Toms River Township	1,500,000.00			75,000.00			1,425,000.00					
Replacement of Daniels 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, Pinebeach (FA)	1,800,000.00			45,000.00		900,000.00	1,755,000.00					
Replacement of Barnegat Bridge No. 1533001, Barnegat Township	2,200,000.00			60,000.00		1,000,000.00	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 Phase A, Long Beach Twp.	1,000,000.00			50,000.00			950,000.00					
CR 549 (Hooper Ave. and Brick 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, Manchester 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					

Sheet 39d(1)

C-5

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	
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			20,000.00			380,000.00				
Recon. of Hooper Ave. (Hadley Ave. to Madison Ave.) Toms River Twp.	400,000.00			50,000.00			950,000.00				
Three (3) Traffic Signals on Boulevard, Seaside Heights Boro.	1,000,000.00			100,000.00			1,900,000.00				
Replacement of Cooks Bridge No. 1511007, Jackson Twp.	2,000,000.00			90,000.00			1,710,000.00				
Recon. Mathistown Rd., Little Egg Harbor Twp.	1,800,000.00			60,000.00			1,140,000.00				
Bridge Ave. Extension/Culvert Replacement, Point Pleasant Boro.	1,200,000.00			100,000.00			1,900,000.00				
Recon. Route 527 (Faraday Ave. to Route 547), Jackson Twp.	2,000,000.00			30,000.00			570,000.00				
Recon. New Hampshire @ Chestnut St. & Rt. 70, Lakewood Twp.	600,000.00			25,000.00			2,375,000.00				
Recon. Old Freehold Rd. at GSP, Toms River Township	500,000.00			125,000.00			950,000.00				
Replacement of Main Street Bridge, No. 152003, Ocean Twp.	2,500,000.00			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.	1,000,000.00			100,000.00			2,850,000.00				
Recon. Cedar Swamp Road (CR 527), County border to Pleasant Grove Rd., Ph. II, Jackson Twp.	2,000,000.00			150,000.00			950,000.00				
Recon. Long Swamp Rd., Plumsted Twp.	3,000,000.00			50,000.00			3,800,000.00				
Const. of Church Road Extension (Rt. 9 to Whitesville Rd.), Toms River Twp.	1,000,000.00			200,000.00			1,425,000.00				
Recon. Flint Road, South Toms River Boro.	4,000,000.00			75,000.00			760,000.00				
Freehold Rd. Hill Lowering @ Jordan Estates & Harmony Rd., Jackson Township	800,000.00			40,000.00			2,185,000.00				
Replacement of Colonial Drive South Bridge, No. 1518018, 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. (Burnt 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 Burnt 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			50,000.00			950,000.00				
Replacement of Graytown Road Bridge No. 1511009, Jackson Township	1,000,000.00			75,000.00			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										

Sheet 39d(2)

C-5

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 Olds Bog 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.	1,500,000.00			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				
<b>Subtotal - Engineers</b>	<b>166,191,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,460,000.00</b>	<b>0.00</b>	<b>6,491,300.00</b>	<b>157,731,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Parts &amp; Recreation</b>	<b>8,000,000.00</b>			<b>400,000.00</b>			<b>7,600,000.00</b>				
Berkeley Island Redevelopment & Shoreline Protection	250,000.00			250,000.00			1,710,000.00				
Cattus Island Design, Permitting & Reconstruction	1,800,000.00			90,000.00			2,375,000.00				
Cedar Bridge Tavern Preservation & Reconstruction	2,500,000.00			125,000.00			1,900,000.00				
Cattus Island Nature Center Reconstruction	2,000,000.00			100,000.00			3,800,000.00				
Miscellaneous property acquisition & Capital Improvements to various parks	4,000,000.00			200,000.00			475,000.00				
North & West County acquisition	500,000.00			25,000.00			6,550,000.00				
North & West County design & permitting	7,000,000.00			350,000.00			24,510,000.00				
<b>Subtotal - Parks &amp; Recreation</b>	<b>26,050,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,540,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>24,510,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Vehicle Services</b>	<b>950,000.00</b>			<b>950,000.00</b>			<b>0.00</b>				
Fuel site upgrades Phase 2	950,000.00			950,000.00			0.00				
<b>Subtotal - Vehicle Services</b>	<b>950,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>950,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Ocean County College</b>	<b>2,850,000.00</b>			<b>0.00</b>			<b>2,850,000.00</b>				
Instructional Building Renovation	2,850,000.00			0.00			2,850,000.00				
<b>Subtotal - Ocean County College</b>	<b>2,850,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,850,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Solid Waste Management</b>	<b>850,000.00</b>			<b>0.00</b>			<b>850,000.00</b>				
NRC/SRC Storage Buildings	850,000.00			0.00			8,075,000.00				
Manchester Road Garage	2,000,000.00			0.00			1,900,000.00				
Southern Truck Wash	11,350,000.00			0.00			9,975,000.00				
<b>Subtotal - Solid Waste Management</b>	<b>11,350,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>850,000.00</b>	<b>9,975,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Sheet 39d(3)

C-5

Introduced on: March 19, 2014  
 Adopted on: March 19, 2014  
 Official Resolution#: 2014000302



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		
<b>Buildings &amp; Grounds</b>												
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 repointing & facade rehabilitation	400,000.00			400,000.00								
<b>Subtotal - Buildings &amp; Grounds</b>	<b>3,525,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,625,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,900,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Management and Budget</b>												
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 higher and lower tier mobile/portable subscriber units, Phase 4	7,000,000.00			350,000.00			6,650,000.00					
700mhz Overlay P25 TDMA Infrastructure at eleven Remote Tower sites, Phase 5	24,800,000.00	<b>0.00</b>	<b>0.00</b>	<b>1,245,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,555,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Subtotal - Management and Budget</b>												
Vocational Technical School	250,000.00			250,000.00								
Renovation of rest rooms/ADA compliant, Jackson & Waretown Schools	250,000.00	<b>0.00</b>	<b>0.00</b>	<b>250,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Subtotal - Vocational Technical School</b>	<b>250,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>250,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Planning</b>												
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 VIII	700,000.00			35,000.00			2,090,000.00					
<b>Subtotal - Planning</b>	<b>2,550,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>460,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,090,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Mosquito Commission												
Low Ground Pressure Excavator	150,000.00			150,000.00								
<b>Subtotal - Mosquito Commission</b>	<b>150,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>150,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL - ALL PROJECTS</b>	<b>238,665,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,205,000.00</b>	<b>0.00</b>	<b>7,341,300.00</b>	<b>222,611,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Sheet 39d(4)

C-5

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	10,939,568.00	10,939,568.00	Development of Lands for Recreation and Conservation:		xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Added/Omitted Taxes		33,699.64	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:		xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Reserve Funds:					Salaries & Wages	54-375-1	115,000.00	115,000.00	114,956.50	43.50
		42,670,081.03	36,358,762.56	3,565,502.59	Other Expenses	54-375-2				0.00
					Historic Preservation:		xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
					Salaries & Wages	54-176-1				
					Other Expenses	54-176-2				
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:		xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
					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	43,495,857.75	37,242,915.32	0.00	37,242,915.32
					<b>Total Trust Fund Appropriations:</b>	<b>54-499</b>	<b>53,611,857.75</b>	<b>47,358,915.32</b>	<b>4,688,834.29</b>	<b>42,670,081.03</b>
<b>Summary of Program</b>										
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:					\$126,086,339.94					
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.



## 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

Agenda: Authorizing Payment of Bills in Bill Committee Report No. 6.

<b>Official Resolution#</b>	<b>2014000301</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	d						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

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

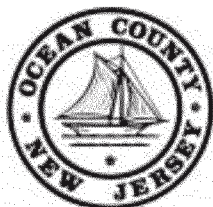
\_\_\_\_\_  
BETTY VASIL  
CLERK OF THE BOARD  
OF CHOSEN FREEHOLDERS

**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.**



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

Director Joseph H. Vicari  
Deputy Director John C. Bartlett  
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Gerry P. Little

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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000307</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	e-1						
CAF #							
Purchase Req. #	B2013-94E						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓			✓	✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board



CONTRACT NO. B2013-94E

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.



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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08754-2191  
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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

Agenda: FORTE EXCAVATING, LLC - Stormwater Management Contract 2013-A (Commonwealth Boulevard, Manchester Township) - Partial Estimate #5, \$24,045.90.

<b>Official Resolution#</b>	<b>2014000308</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	e-2						
CAF #							
Purchase Req. #	B2013-78E						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓			✓	✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

CONTRACT NO. B2013-78E

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

CONTRACT NO. B2013-78E

PAGE 2

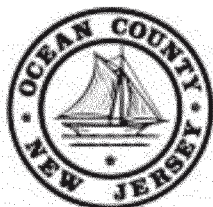
March 19, 2014

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.



## Ocean County Board of Chosen Freeholders

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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000309</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	e-3						
CAF #							
Purchase Req. #	B2013-115E						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓			✓	✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board

CONTRACT NO. B2013-115E

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

CONTRACT NO. B2013-115E

PAGE 2

March 19, 2014

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.





## 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

Agenda: EARLE ASPHALT COMPANY - Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2013-C - Partial Estimate #3, \$11,466.86.

<b>Official Resolution#</b>	<b>2014000310</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	e-4						
CAF #							
Purchase Req. #	B2013-91E						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓			✓	✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board

CONTRACT NO. B2013-91E

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.



## 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

Agenda: Authorizing the County Personnel Resolution.

<b>Official Resolution#</b>	<b>2014000355</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-1						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board

## RESOLUTION

March 19, 2014

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

1. Brian T. Hansford is hereby granted an Extension of Leave of Absence Without Pay, (illness) from his position of Aide Penal Institution, Department of Corrections, effective March 14, 2014 through April 2, 2014 inclusive.

2. Anthony C. Mazarella is hereby granted a Leave of Absence Without Pay, (illness) from his position of Maintenance Worker 2 Grounds, Buildings & Grounds, effective February 27, 2014 through May 26, 2014 inclusive.

3. Peter J. Arch, Jr. is hereby given a provisional appointment to the position of Supervising Carpenter, Buildings & Grounds, pending Civil Service examination, effective March 20, 2014, at an annual base salary of \$45,579.

4. Viola A. Palmieri is hereby given a regular appointment to the position of Keyboarding Clerk 1 (per NJCSC), Office of the Sheriff, subject to a working test period, effective November 2, 2013, at her present salary.

5. Richard A. DeMauro is hereby granted an Extension of Leave of Absence Without Pay, (illness) from his position of Senior Maintenance Repairer, Buildings & Grounds, effective March 11, 2014 through March 16, 2014 inclusive.

6. Wesley W. Goble is hereby granted an Extension of Leave of Absence Without Pay, (illness) from his position of Building Maintenance Worker/Groundskeeper, Buildings & Grounds, effective March 6, 2014 through March 31, 2014 inclusive.

7. Glen Minor Jr. is hereby granted an Extension of Leave of Absence Without Pay, (Workers Compensation) from his position of Equipment Operator, Parks Department, effective March 18, 2014 for a period of three months or until the County of Ocean determines he no longer qualifies for temporary disability payments, whichever is sooner.

8. John Babich is hereby granted a Leave of Absence Without Pay, (illness) from his position of County Correction Officer, Department of Corrections, effective March 9, 2014 through March 12, 2014 inclusive.

9. James D. Sloan is hereby granted a Leave of Absence Without Pay, (illness) from his position of Laborer 1, Road Department, effective March 17, 2014 through April 1, 2014 inclusive.

10. Tammy M. Hughes is hereby granted an Extension of Leave of Absence Without Pay, (illness) from her position of Communication Operator Secured Facility, Department of Corrections, effective March 21, 2014 through April 21, 2014 inclusive.

11. Colleen M. Lorenzo is hereby granted a Family Leave from her position of Keyboarding Clerk 1, Department of Finance, effective March 14, 2014 through June 5, 2014 inclusive.

12. Daniele A. Tavaglione-Burns is hereby granted an Extension of Leave of Absence Without Pay, (illness) from her position of Aide Penal Institution, Department of Corrections, effective March 12, 2014 through April 30, 2014 inclusive.

13. Michael Todd is hereby granted a Leave of Absence Without Pay, (illness) from his position of Heavy Equipment Operator, Parks Department, effective February 19, 2014 through March 23, 2014 inclusive.

14. Diana L. Reustle is hereby authorized as an unpaid intern, Brookdale Community College, Department of Juvenile Services, effective April 3, 2014 through August 1, 2014.

15. Benjamin M. Ackerman is hereby given a regular appointment to the position of Recreation Leader, Parks Department, subject to a working test period, effective March 24, 2014, at an annual base salary of \$32,000.

16. George R.P. Zimmerman, Jr. is hereby given a regular appointment to the position of Keyboarding Clerk 1, Veterans Service Bureau, subject to a working test period, effective March 24, 2014, at an annual base salary of \$29,027.

17. At the request of the Prosecutor, Marilee R. Janeczek is hereby given a regular appointment to the position of Keyboarding Clerk 1, Prosecutor's Office, subject to a working test period, effective March 24, 2014, at an annual base salary of \$29,027.

18. Anthony Rizzo is hereby granted a Family Leave Without Pay, from his position of County Correction Officer, Department of Corrections, effective March 20, 2014 through May 20, 2014 inclusive.

19. Michael Simsen is hereby granted a Leave of Absence Without Pay, (illness) from his position of Senior Electrician, Buildings & Grounds, effective March 13, 2014 through March 30, 2014 inclusive.

The following employees, Assistant Fire Marshals, annual base salaries are hereby changed:

	<u>NAME</u>	<u>SALARY</u>
<b><u>OFFICE OF THE FIRE MARSHALS</u></b>		
20.	Robert D. Cook	
	eff. 4/1/14	\$36,967.
	eff. 6/1/14	\$37,692.
21.	William L. Gee	
	eff. 4/1/14	\$59,355.
	eff. 6/1/14	\$60,080.
22.	Edward L. Hazelton	
	eff. 4/1/14	\$69,735.
	eff. 6/1/14	\$70,460.
23.	William A. Hopson	
	eff. 4/1/14	\$62,443.
	eff. 6/1/14	\$63,168.
24.	Robert Ketchersid	
	eff. 4/1/14	\$56,983.
	eff. 6/1/14	\$57,708.
25.	Michael R. Marks	
	eff. 4/1/14	\$44,086.
	eff. 6/1/14	\$44,811.
26.	Brian C. Mount	
	eff. 4/4/14	\$34,405.
	eff. 6/1/14	\$35,130.
27.	John P. Pasola	
	eff. 4/1/14	\$44,721.
	eff. 6/1/14	\$45,446.
28.	Harry G. Roon	
	eff. 4/1/14	\$34,405.
	eff. 6/1/14	\$35,130.
29.	Raymond Van Marter	
	eff. 4/1/14	\$56,983.
	eff. 6/1/14	\$57,708.
30.	Michael P. Wolfschmidt	
	eff. 4/1/14	\$31,973.
	eff. 6/1/14	\$32,698.

Resolution

March 19, 2014

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The following employees salaries are hereby changed:

	<u>NAME</u>	<u>TITLE</u>	<u>SALARY</u>
<b><u>PURCHASING WAREHOUSE</u></b>			
31.	Steven P. Lindhorst	Principal Storekeeper	
		eff. 4/1/13	\$68,925.
		eff. 4/1/14	\$69,925.
<b><u>BUILDINGS &amp; GROUNDS</u></b>			
32.	Peter J. Arch	Supervising Carpenter	\$50,000.
33.	William J. Baldwin	Asst. Supvg. Maintenance Repairer LPL	
		eff. 4/1/13	\$49,555.
		eff. 4/1/14	\$50,555.
34.	Matthew M. Gayoso	Supervising Painter	
		eff. 4/1/13	\$51,000.
		eff. 4/1/14	\$52,000.
35.	Raymond J. Lecki	Asst. Supvg. Maintenance Repairer LPL	
		eff. 4/1/13	\$44,771.
		eff. 4/1/14	\$45,771.
36.	Donald P. Leone	Supervisor Building Service	
		eff. 4/1/13	\$51,191.
		eff. 4/1/14	\$52,191.
37.	Mark Mainenti	Supervising Electrician	
		eff. 4/1/13	\$62,961.
		eff. 4/1/14	\$63,961.
38.	William A. Montferret	Asst. Supvg. Electrician	
		eff. 4/1/13	\$55,625.
		eff. 4/1/14	\$56,625.
39.	Marinus VanDerWal	Asst. Supvg. Maintenance Repairer	
		eff. 4/1/13	\$47,016.
		eff. 4/1/14	\$48,016.
40.	Debra Weipz	Supervisor Building Service	
		eff. 4/1/13	\$51,191.
		eff. 4/1/14	\$52,191.
41.	Robert E. Young	Spvg. Heating & Air Conditioning Mech.	
		eff. 4/1/13	\$50,570.
		eff. 4/1/14	\$51,570.
<b><u>DEPARTMENT OF SECURITY</u></b>			
42.	Kyle England	Supervising Security Guard	
		eff. 4/1/13	\$55,755.
		eff. 4/1/14	\$56,755.
43.	Robyn L. Guichard	Supervising Security Guard	
		eff. 4/1/13	\$49,120.
		eff. 4/1/14	\$50,120.
44.	Donald C. Hull	Supervising Security Guard	
		eff. 4/1/13	\$55,961.
		eff. 4/1/14	\$56,961.
45.	Leo E. Sprague, Jr.	Supervising Security Guard	
		eff. 4/1/13	\$57,897.
		eff. 4/1/14	\$58,897.
<b><u>ROAD DEPARTMENT</u></b>			
46.	Christopher D. Applegate	Road Repair Supervisor	
		eff. 4/1/13	\$66,414.
		eff. 4/1/14	\$67,414.
47.	David W. Bell	Road Repair Supervisor	
		eff. 4/1/13	\$62,217.
		eff. 4/1/14	\$63,217.

Resolution

March 19, 2014

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The following employees salaries are hereby changed:

<u>ROAD DEPARTMENT</u>	<u>TITLE</u>	<u>SALARY</u>
48. James F. Bryant	Road Repair Supervisor eff. 4/1/13	\$56,364.
	eff. 4/1/14	\$57,364.
49. John J. Cunningham	Road Repair Supervisor eff. 4/1/13	\$67,192.
	eff. 4/1/14	\$68,192.
50. Robert Drahos	Supervising Bridge Repairer eff. 4/1/13	\$60,808.
	eff. 4/1/14	\$61,808.
51. Richard Emery	Road Repair Supervisor eff. 4/1/13	\$55,307.
	eff. 4/1/14	\$56,307.
52. James C. Gomulka	Road Repair Supervisor eff. 4/1/13	\$64,951.
	eff. 4/1/14	\$65,951.
53. Glenn V. Harrington	Road Repair Supervisor eff. 4/1/13	\$57,819.
	eff. 4/1/14	\$58,819.
54. Craig A. John	Road Repair Supervisor eff. 4/1/13	\$66,414.
	eff. 4/1/14	\$67,414.
55. Douglas B. Jonas	Road Repair Supervisor eff. 4/1/13	\$53,526.
	eff. 4/1/14	\$54,526.
56. Erik E. Jones	Tree Maintenance Supervisor eff. 4/1/13	\$54,568.
	Road Repair Supervisor eff. 4/1/14	\$55,568.
57. Kevin J. Kalinowski	Road Repair Supervisor eff. 4/1/13	\$57,838.
	eff. 4/1/14	\$58,838.
58. Raymond J. Krieger	Assistant Supervising Bridge Repairer eff. 4/1/13	\$51,077.
	eff. 4/1/14	\$52,077.
59. Barry A. Mayer	Road Repair Supervisor eff. 4/1/13	\$53,520.
	eff. 4/1/14	\$54,520.
60. Arthur W. Reece	Road Repair Supervisor eff. 4/1/13	\$57,838.
	eff. 4/1/14	\$58,838.
61. David T. Schmidt	Road Repair Supervisor eff. 4/1/13	\$64,836.
	eff. 4/1/14	\$65,836.
62. Deborah L. Sloan	Road Repair Supervisor eff. 4/1/13	\$65,428.
	eff. 4/1/14	\$66,428.
63. Thomas W. Tansley	Road Repair Supervisor eff. 4/1/13	\$63,371.
	eff. 4/1/14	\$64,371.
64. Douglas M. Walker	Road Repair Supervisor eff. 4/1/13	\$64,062.
	eff. 4/1/14	\$65,062.
65. Rhys E. Worthy	Road Repair Supervisor eff. 4/1/13	\$60,287.
	eff. 4/1/14	\$61,287.



Resolution

March 19, 2014

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	<u>NAME</u>	<u>TITLE</u>	<u>SALARY</u>
<b><u>DEPARTMENT OF VEHICLE SERVICES</u></b>			
66.	Dean C. Adam	Supervising Mechanic eff. 4/1/13 eff. 4/1/14	\$56,993. \$57,993.
67.	Thomas A. Barry	Supervising Mechanic eff. 4/1/13 eff. 4/1/14	\$55,328. \$56,328.
68.	Troy Busse	Supervising Mechanic eff. 4/1/13 eff. 4/1/14	\$57,451. \$58,451.
69.	Joseph D'Angelo	Assistant Warehouse Supervisor eff. 4/1/13 eff. 4/1/14	\$44,198. \$45,198.
70.	Thomas C. Lowden, Jr.	Supervising Mechanic eff. 4/1/13 eff. 4/1/14	\$62,745. \$63,745.
71.	John M. Strandberg	Supervising Mechanic eff. 4/1/13 eff. 4/1/14	\$60,250. \$61,250.
<b><u>ENGINEERS</u></b>			
72.	Jimmy L. Caton	Traffic Signal Supervisor 2 eff. 4/1/13 eff. 4/1/14	\$65,480. \$66,480.
73.	Todd M. Caton	Traffic Signal Supervisor 1 eff. 4/1/13 eff. 4/1/14	\$51,685. \$52,685.
74.	David M. Decker	Supervisor Traffic Maintenance eff. 4/1/13 eff. 4/1/14	\$53,248. \$54,248.
75.	Tom H. Pessolano	Assistant Supervisor Traffic Maintenance eff. 4/1/13 eff. 4/1/14	\$51,814. \$52,814.
76.	Michael Piserchia	Supervisor Traffic Maintenance eff. 4/1/13 eff. 4/1/14	\$63,368. \$64,368.
77.	Shaw E. Quandt	Assistant Supervisor Traffic Maintenance eff. 4/1/13 eff. 4/1/14	\$50,024. \$51,024.
<b><u>DEPARTMENT OF TRANSPORTATION SERVICES</u></b>			
78.	Thomas J. Giberson	Supervising Omnibus Operator eff. 4/1/13 eff. 4/1/14	\$59,147. \$60,147.
79.	Dawn Grosh	Supervising Omnibus Operator eff. 4/1/13 eff. 4/1/14	\$59,908. \$60,908.
80.	Michael McGauran	Assistant Supervising Omnibus Operator eff. 4/1/13 eff. 4/1/14	\$44,771. \$45,771.
<b><u>JUVENILE SERVICES</u></b>			
81.	Robert W. Miano	Head Cook eff. 4/1/13 eff. 4/1/14	\$59,439. \$60,439.
82.	Frances A. Recker	Assistant Head Cook eff. 4/1/13 eff. 4/1/14	\$49,275. \$50,275.

Resolution

March 19, 2014

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	<u>NAME</u>	<u>TITLE</u>	<u>SALARY</u>
<b><u>SOLID WASTE MANAGEMENT</u></b>			
83.	William Bernstein	Supervisor Recycling Operations eff. 4/1/13	\$53,952.
		eff. 4/1/14	\$54,952.
84.	Kenneth Flynn	Assistant Supervisor Recycling Operations eff. 4/1/13	\$47,876.
		eff. 4/1/14	\$48,876.
85.	Timothy Hannold	Assistant Supervisor Recycling Operations eff. 4/1/13	\$46,219.
		eff. 4/1/14	\$47,219.
86.	Frederic R. Kociban	Supervisor Recycling Operations eff. 4/1/13	\$56,113.
		eff. 4/1/14	\$57,113.
87.	John J. Pallen III	Assistant Supervisor Recycling Operations eff. 4/1/13	\$50,024.
		eff. 4/1/14	\$51,024.
88.	Vally L. Swoveland	Supervisor Recycling Operations eff. 4/1/13	\$67,885.
		eff. 4/1/14	\$68,885.
89.	Richard A. Waters	Assistant Supervisor Recycling Operations eff. 4/1/13	\$42,986.
		eff. 4/1/14	\$45,000.
<b><u>PARKS DEPARTMENT</u></b>			
90.	David E. Casatelli	Assistant Supervisor Recreation Maint.	\$48,763.
91.	James Cole III	Maintenance Supervisor Grounds eff. 4/1/13	\$57,766.
		eff. 4/1/14	\$58,766.
92.	Barrett M. Cox	Maintenance Supervisor Grounds eff. 4/1/13	\$74,893.
		eff. 4/1/14	\$75,893.
93.	William G. Curran	Maintenance Supervisor Grounds eff. 4/1/13	\$59,913.
		eff. 4/1/14	\$60,913.
94.	John J. Harvey	Maintenance Supervisor Grounds eff. 4/1/13	\$55,604.
		eff. 4/1/14	\$56,604.
95.	Marco Nappi	Maintenance Supervisor Grounds eff. 4/1/13	\$63,186.
		eff. 4/1/14	\$64,186.
96.	Steven H. Skeie	Maintenance Worker 3 Grounds eff. 4/1/13	\$49,659.
		eff. 4/1/14	\$50,659.
97.	Paul T. Toth	Maintenance Supervisor Grounds eff. 4/1/13	\$55,687.
		eff. 4/1/14	\$56,687.

At the request of the Sheriff, the following employees salaries are hereby changed, effective April 1, 2014:

<u>NAME</u>	<u>TITLE</u>	<u>SALARY</u>
<b><u>OFFICE OF THE SHERIFF</u></b>		
98. Steven M. Bergmann	Public Safety Telecommunicator	\$49,105.
99. Rodney A. Cocci	Public Safety Telecommunciator	\$36,033.
100. Christopher M. Dispoto	Public Safety Telecommunicator	\$36,033.
101. Dustin C. Gabriel	Public Safety Telecommunicator	\$40,471.
102. John L. Gajewski	Public Safety Telecommunicator	\$36,033.
103. Donna Gallucci	Public Safety Telecommunicator	\$53,149.
104. Adam D. Grant	Public Safety Telecommunicator	\$41,011.
105. Cody L. Jordan	Public Safety Telecommunicator	\$36,033.
106. Joseph A. Leone	Public Safety Telecommunicator	\$39,607.
107. Franklin G. Meyer	Public Safety Telecommunicator	\$44,899.
108. Thomas M. Owen	Public Safety Telecommunicator	\$37,122.
109. Christine A. Rumper	Public Safety Telecommunicator	\$41,011.
110. Elena M. Siery	Public Safety Telecommunicator	\$36,033.
111. Brandon S. Volk	Public Safety Telecommunicator Trainee	\$32,500.
<b><u>SHERIFF'S 911 DIVISION</u></b>		
112. Vincent P. Alvino	Public Safety Telecommunicator	\$44,899.
113. Aaron J. Bremer	Public Safety Telecommunicator	\$49,105.
114. Christina M. Bunz	Public Safety Telecommunicator	\$37,122.
115. Robert Dalton	Senior Public Safety Telecommunicator	\$47,381.
116. Mark J. Dudeck	Public Safety Telecommunicator	\$44,899.
117. Daniell J. Earley	Public Safety Telecommunicator	\$48,634.
118. Lewis E. Eggert	Public Safety Telecommunicator	\$41,011.
119. Sandra Ennis	Public Safety Telecommunicator	\$49,105.
120. Matthew S. Genovese	Public Safety Telecommunicator Trainee	\$32,500.
121. Alia K. Hartman	Public Safety Telecommunicator	\$41,011.
122. Warren C. Harzer	Public Safety Telecommunicator	\$38,721.
123. Louis S. Howell III	Public Safety Telecommunicator	\$43,819.
124. Laura A. Laviola	Public Safety Telecommunicator	\$43,819.
125. Christian A. MacNeil	Public Safety Telecommunicator Trainee	\$32,500.
126. Anthony D. Mallon	Public Safety Telecommunicator	\$36,573.
127. Mimi T. Mansbery	Public Safety Telecommunicator	\$37,122.
128. Katie Ann McCarthy	Public Safety Telecommunicator Trainee	\$32,500.
129. Travis A. Nicol	Public Safety Telecommunicator	\$37,788.
130. Thomas Oliveri	Public Safety Telecommunicator	\$37,788.
131. Christine M. Riggs	Public Safety Telecommunicator	\$38,721.
132. Maria E. Roemmele	Public Safety Telecommunicator	\$51,860.
133. Jennifer C. Rupert	Senior Public Safety Telecommunicator	\$48,029.
134. Carol C. Sasso	Public Safety Telecommunicator	\$43,819.
135. James A. Shrewsberry	Public Safety Telecommunicator Trainee	\$32,500.
136. Tina M. Sloan	Public Safety Telecommunicator	\$49,754.
137. Susan M. Stack	Public Safety Telecommunicator	\$47,510.
138. Brian J. Stasik	Senior Public Safety Telecommunicator	\$49,756.
139. Joseph E. Street	Public Safety Telecommunicator	\$37,788.
140. Andrea Wilber	Public Safety Telecommunicator Trainee	\$32,500.
141. Janel M. Zailik-Yarusi	Public Safety Telecommunicator	\$38,721.

The following employees, Juvenile Services, salaries are hereby changed, effective April 1, 2014:

**JUVENILE SERVICES**

	<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>SALARY</u></b>
142.	Michael Ballance	Youth Aide	\$44,235.
143.	Richard Bartha	Juvenile Detention Officer	\$44,235.
144.	James J. Blair III	Juvenile Detention Officer	\$38,228.
145.	Victoria A. Chadwick	Juvenile Detention Officer	\$34,510.
146.	Robert E. Chadwick II	Juvenile Detention Officer	\$44,781.
147.	Catherine Christopher	Juvenile Detention Officer	\$34,510.
148.	James J. Clark	Juvenile Detention Officer	\$37,136.
149.	Lillie P. Clark	Youth Aide	\$21.78/hr.
150.	Veronica Clark-Head	Senior Juvenile Detention Officer	\$48,100.
151.	Larry E. Crippen	Juvenile Detention Officer	\$44,781.
152.	Daniel M. Cruz	Juvenile Detention Officer	\$38,228.
153.	Tina M. Daniel	Sr. Juvenile Det. Officer/Sr. Youth Aide	\$56,841.
154.	Dominick R. DelCioppo	Senior Juvenile Detention Officer	\$48,100.
155.	Brian J. Diehl	Juvenile Detention Officer	\$35,728.
156.	Alvin F. Fair	Juvenile Detention Officer	\$39,210.
157.	Adam Gonzalez	Juvenile Detention Officer	\$34,510.
158.	Peter A. Irizarry	Juvenile Detention Officer	\$34,510.
159.	David S. Jesuele	Juvenile Detention Officer	\$35,728.
160.	Elvie Johnston	Senior Juvenile Detention Officer	\$52,066.
161.	Erica A. Kotelnicki	Juvenile Detention Officer	\$35,728.
162.	Justin Matos	Juvenile Detention Officer	\$41,503.
163.	Jeffrey H. McCrystal	Senior Youth Aide	\$52,066.
164.	Megan L. McGowan	Juvenile Detention Officer	\$35,028.
165.	Ralph W. Nelson II	Juvenile Detention Officer	\$39,210.
166.	Robert Nevill	Senior Admissions & Records Officer	\$27.59/hr.
167.	Michele M. Patterson	Juvenile Detention Officer	\$45,328.
168.	Leonard D. Reed	Senior Juvenile Detention Officer	\$48,100.
169.	Raymond J. Roessner	Senior Juvenile Detention Officer	\$53,282.
170.	Bill S. Santamaria	Juv. Det. Ofcr. Biling. in Span. & English	\$40,303.
171.	Krista E. Schack	Juvenile Detention Officer	\$35,728.
172.	John E. Sennick	Juvenile Detention Officer	\$45,328.
173.	LaVern Smith	Senior Juvenile Detention Officer	\$52,066.
174.	Kenneth S. Tisch	Juvenile Detention Officer	\$35,728.

The following employees, Juvenile Services, salaries are hereby changed, effective April 1, 2014:

	<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>SALARY</u></b>
175.	Daniel E. Di Rienzo	Supervising Juvenile Detention Officer	\$57,607.
176.	Maureen T. Feehan	Supervising Juvenile Detention Officer	\$60,066.
177.	Alexander Ivanov	Supervising Juvenile Detention Officer	\$64,927.
178.	Earl K. Lightsey	Supervising Juvenile Detention Officer	\$60,066.

The following employees, Assistant Superintendents of Weights & Measures, Consumer Protection, salaries are hereby changed, effective April 1, 2014:

	<u>NAME</u>	<u>SALARY</u>
179.	Leo Altobelli	\$47,465.
180.	Anthony R. Bove	\$36,708.
181.	Paul J. Lucier	\$37,902.
182.	Elena F. Marcus	\$39,133.

183. Ann Okrasinski is hereby granted an Intermittent Family Leave from her position of Investigator, County Adjuster's Office, effective March 10, 2014 through April 28, 2014 inclusive.

184. Robin L. Sneddon is hereby granted a Leave of Absence Without Pay, (illness) from her position of Inventory Control Clerk/ Principal Account Clerk Typing, Buildings & Grounds, effective February 27, 2014 through March 30, 2014 inclusive.

The following employees (185 through 186), are hereby given a provisional appointment to the position of Security Guard, Department of Security, pending Civil Service examination, effective March 24, 2014, at an annual base salary of \$33,250:

185. Devon W. Nahrwold  
186. Collin A. Pannullo

BE IT FURTHER RESOLVED that certified copies of this Resolution be sent to the Director of Employee Relations and the County Comptroller/CFO.



## 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

Agenda: Honoring Delford Jones as he retires from over 27 years of dedicated service to the Ocean County Juvenile Services Department.

<b>Official Resolution#</b>	<b>2014000312</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-2						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board



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

March 19, 2014

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

**WHEREAS**, **DELFOED 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

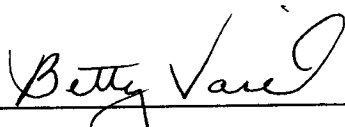
**WHEREAS**, **DELFOED JONES**, father of seven and grandfather of seven, has also been a father figure to countless others. He has shared many meals, some paid with his own money, with many juveniles at the facility and on transportation details throughout the state; and

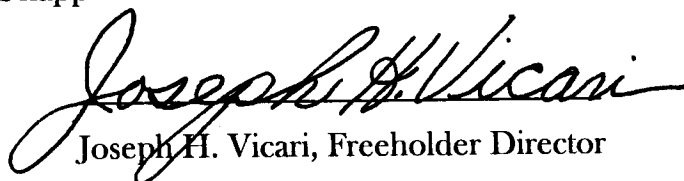
**WHEREAS**, **DELFOED JONES** has received numerous commendations and significant awards for his knowledge and job performance including the High Academic Award Winner and Class President at his Juvenile Detention Officer Basic Course in 1991, Employee of the Month in 1995, NJDA Worker of the Year in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

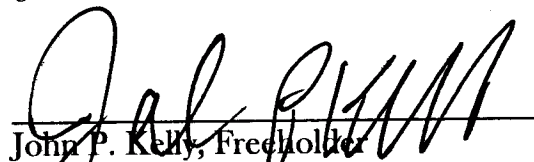
**NOW, THEREFORE, BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** hereby honors and extends the very best personal wishes to **DELFOED A. JONES** for his honorable dedication, contributions and many years of service to Ocean County; and further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

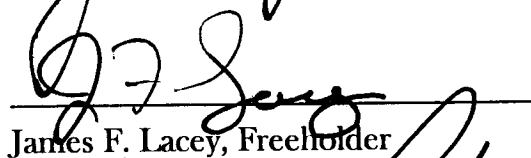
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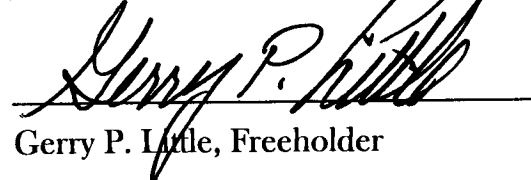
  
\_\_\_\_\_  
Betty Vasil  
Clerk of the Board

  
\_\_\_\_\_  
Joseph H. Vicari, Freeholder Director

  
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John C. Bartlett, Jr., Deputy Director

  
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John P. Kelly, Freeholder

  
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James F. Lacey, Freeholder

  
\_\_\_\_\_  
Gerry P. Little, Freeholder





## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000313</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-3						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board





**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

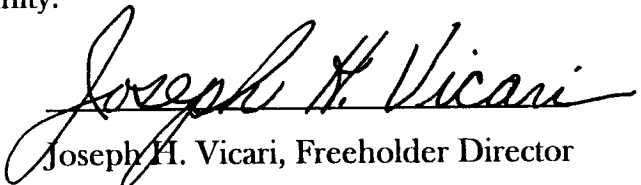
**WHEREAS**, in 1999, **ROBERT NAGEL** earned an MBA from Pepperdine University with a specialization in entrepreneurship and returned to the Jersey Shore; and

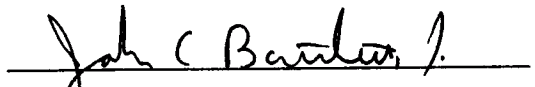
**WHEREAS**, **ROBERT NAGEL** opened the original Surf Taco in Point Pleasant Beach on Memorial Day Weekend of 2001 and has since opened ten more locations in New Jersey. He and his winning team have made it their mission to give back to the communities they serve.


**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.


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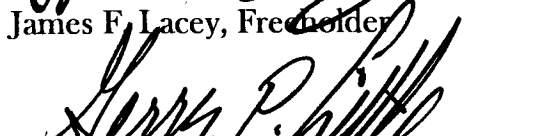
  
Betty Vasil  
Clerk of the Board

  
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:

**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

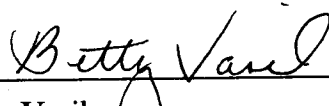
WHEREAS, RYAN BLUMENTHAL earned a Bachelor's Degree in Criminal Justice and Political Science from the University of Delaware and a Graduate Degree from the Gemological Institute of America; and

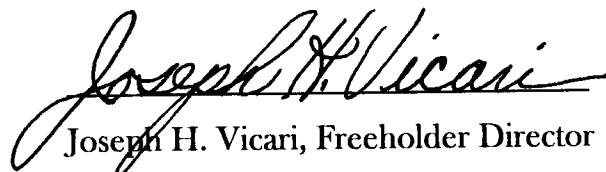
WHEREAS, RYAN BLUMENTHAL has been the general manager of Corinne Jewelers for the past ten years, providing guidance to others and educating his staff about the true meaning of great service; and

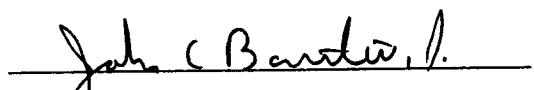
WHEREAS, RYAN BLUMENTHAL also generously volunteers his service as an active member of the American Gem Society, a board member of the United Way of Ocean County, a member of the Annual Gala Committee for the American Cancer Society of Ocean County and Community Medical Center.

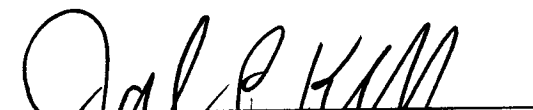
NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby honors and commends RYAN BLUMENTHAL - CORINNE JEWELERS for his leadership and commitment to the betterment of our community.


Attest:

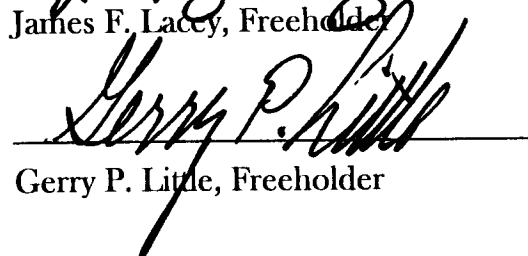
  
 Betty Vasil  
 Clerk of the Board

  
 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

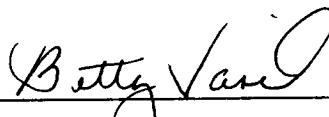
**WHEREAS**, RALPH WOLFF served four years in the US Navy during the Vietnam War before attending Camden County College where he excelled in Business Accounting and Business Law and Ocean County College studying Business Administration; and

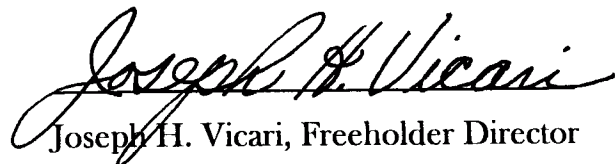
**WHEREAS**, RALPH WOLFF is best known for his straightforward, honest and ethical business model as the owner of Jersey Coast Appliance for the last 33 years; and

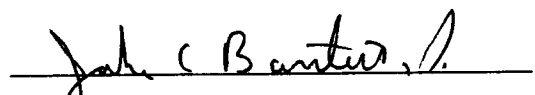
**WHEREAS**, RALPH WOLFF also generously volunteers his time and talents as a Volunteer Master Naturalist for the Barnegat Bay Partnership and as a member of the American Cancer Society Leadership Council, Jersey Shore Business Network, Toms River/Ocean County Chamber of Commerce, American Legion Post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

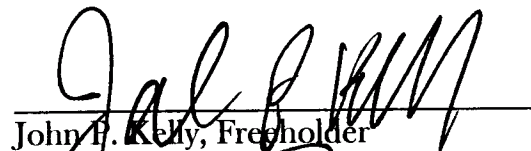
**NOW, THEREFORE, BE IT RESOLVED** that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby honors and commends RALPH WOLFF - JERSEY COAST APPLIANCE for his leadership and commitment to the betterment of our community.

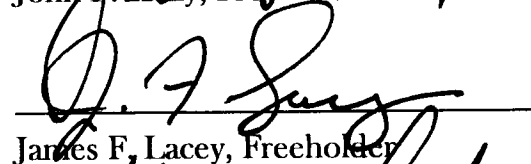
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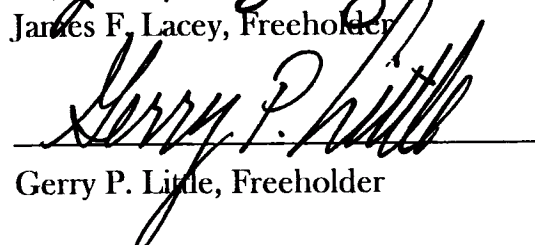
  
 Betty Vasil  
 Clerk of the Board

  
 Joseph H. Vicari, Freeholder Director

  
 John C. Bartlett, Jr., Deputy Director

  
 John 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:

**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

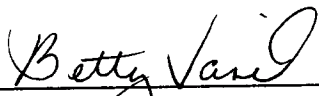
**WHEREAS**, BRIAN TRAMONTANO earned a Bachelor of Science in Business Administration from Rowan University and a Masters in Business Administration from Monmouth University; and

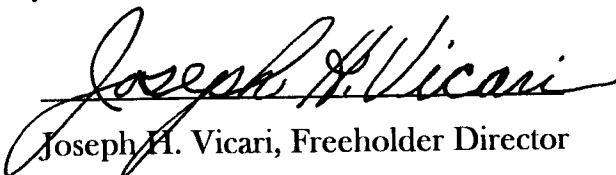
**WHEREAS**, BRIAN TRAMONTANO has been with TD Bank in Toms River for eleven years and is currently a Commercial Relationship Manager, specializing in Small Business Lending; and

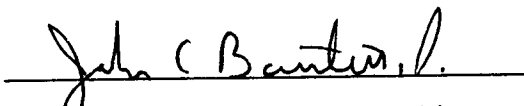
**WHEREAS**, BRIAN TRAMONTANO has been a long-time volunteer for the Jersey Shore Region of the American Cancer Society, serving on the Corporate Leadership Council, Tides of Change Gala Committee and the Annual Golf Classic Committee. He is also a member of the Ocean County YMCA's Board of Volunteers,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

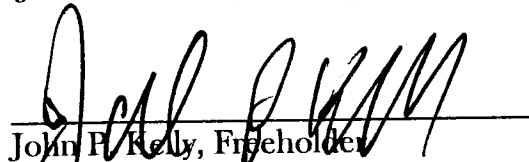
**NOW, THEREFORE, BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** hereby honors and commends **BRIAN TRAMONTANO - TD BANK** for his leadership and commitment to the betterment of our community.

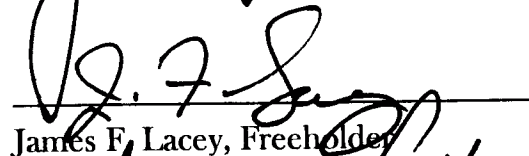
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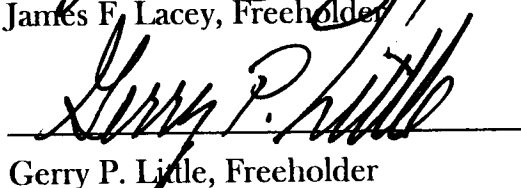
  
\_\_\_\_\_  
Betty Vasil  
Clerk of the Board

  
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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

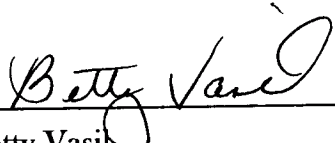
WHEREAS, LISA NAGY earned a Bachelor's Degree in Health Administration from the University of Scranton and earned her Master's Degree in Health Administration while working in the field of long-term care as a Regional Business Manager for an assisted living company; and

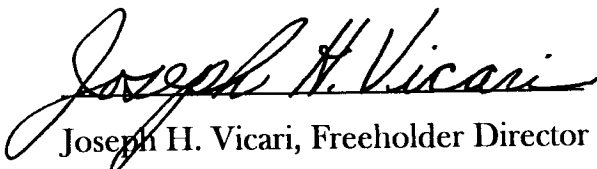
WHEREAS, after the birth of her second daughter, LISA NAGY left the workforce to care for her family and returned in 2011 to assist her husband in beginning a solo medical practice. She is involved in almost every aspect of the practice from marketing to management; and

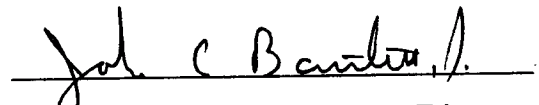
WHEREAS, LISA NAGY has been involved with the Tides of Change Gala since its inception and has coordinated numerous fundraisers in the community to support the American Cancer Society. She also participates in the Making Strides campaign with the medical practice as a flagship sponsor for the past two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

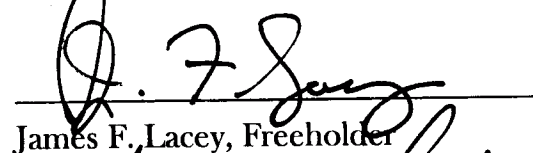
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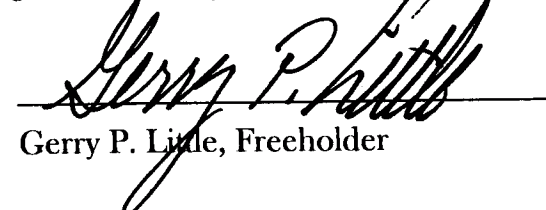
  
 Betty Vasil  
 Clerk of the Board

  
 Joseph H. Vicari, Freeholder Director

  
 John C. Bartlett, Jr., Deputy Director

  
 John P. Kelly, Freeholder

  
 James F. Lacey, Freeholder

  
 Gerry P. Little, Freeholder





## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000314</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-4						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board



**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

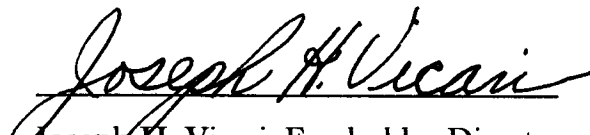
WHEREAS, DETECTIVE MITCH COWIT is most known for his ability to interview witnesses and suspects where he makes a personal connection with the interviewee. This ability has been a great asset to the department, earning him a position as a hostage negotiator on the Special Response Team; and

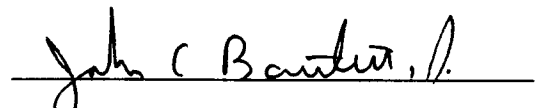
WHEREAS, DETECTIVE MITCH COWIT is also an instructor at the Ocean County Police Academy and recently opened his own business teaching "C.O.P.S.", Courses Offering Police Specialization, a variety of courses including Interview Techniques, Forensic Interview, Forensic Psychology, Drug Interdiction and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

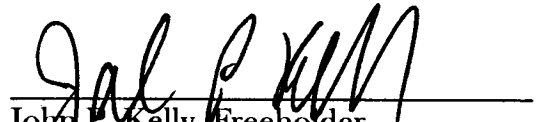
NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby commends and congratulates DETECTIVE MITCH COWIT as he is recognized as the 2014 POLICE OFFICER OF THE YEAR for the excellence he has demonstrated amongst his community.

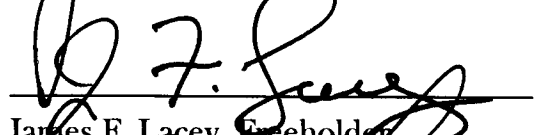
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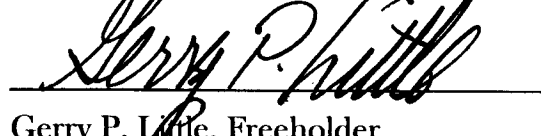
  
Betty Vasil  
Clerk of the Board

  
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, 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

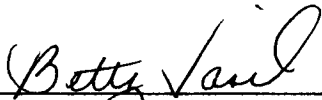
WHEREAS, OFFICER MICHAEL KELLY earned a Bachelor of Science Degree from Farleigh Dickinson University and a Master of Arts Degree from Florida Metropolitan University; and

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

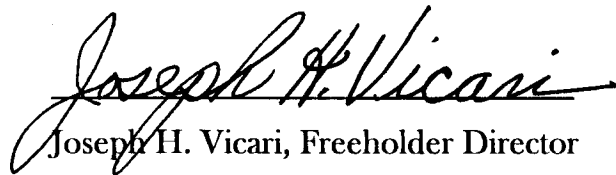
WHEREAS, OFFICER MICHAEL KELLY has been actively involved with narcotics interdiction as a Drug Recognition Expert and is currently a member of the State Drug Recognition Executive Board.

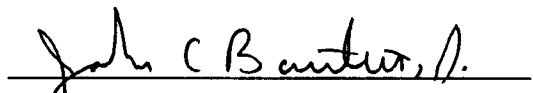
NOW, THEREFORE, BE IT RESOLVED that the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby commends and congratulates POLICE OFFICER MICHAEL KELLY as he is recognized as the 2014 POLICE OFFICER OF THE YEAR for the excellence he has demonstrated amongst his community.

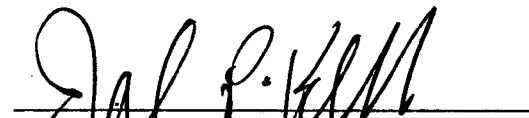
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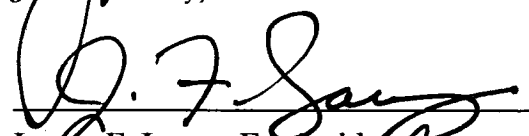
  
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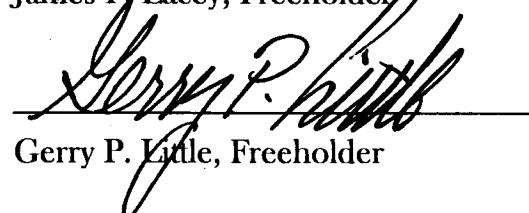
Betty Vasil  
 Clerk of the Board

  
 \_\_\_\_\_  
 Joseph H. Vicari, Freeholder Director

  
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 John C. Bartlett, Jr., Deputy Director

  
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 John H. Kelly, Freeholder

  
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 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.

Attest:

*Betty Vasil*

Betty Vasil  
 Clerk of the Board

*Joseph H. Vicari*  
 Joseph H. Vicari, Freeholder Director

*John C. Bartlett, Jr.*  
 John C. Bartlett, Jr., Deputy Director

*John P. Kelly*  
 John P. Kelly, Freeholder

*James F. Lacey*  
 James F. Lacey, Freeholder

*Gerry P. Little*  
 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 BRAD REIDER**

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

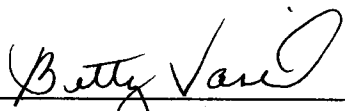
WHEREAS, OFFICER BRAD REIDER earned an Associates Degree in Criminal Justice from Ocean County College. He began his career at the Jackson Township Police Department in 1995 after successfully completing his academy training at the N.J.S.P. Training Academy; and

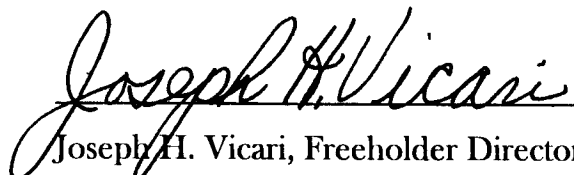
WHEREAS, OFFICER BRAD REIDER attended several accident investigation and narcotics investigation schools over the past several years and has been concentrating on traffic enforcement and motor vehicle crash investigations; and

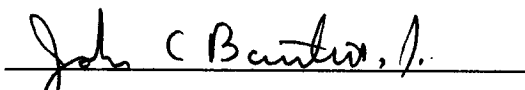
WHEREAS, OFFICER BRAD REIDER is one of the peripheral members of the Traffic Safety Unit and assists with investigating serious and fatal motor vehicle accidents.

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.

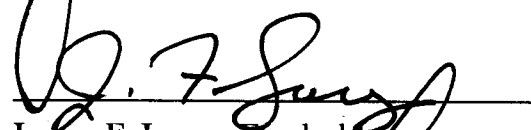
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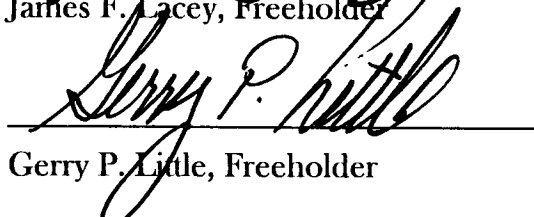
  
 \_\_\_\_\_  
 Betty Vasil  
 Clerk of the Board

  
 \_\_\_\_\_  
 Joseph H. Vicari, Freeholder Director

  
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 John C. Bartlett, Jr., Deputy Director

  
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 John P. Kelly, Freeholder

  
 \_\_\_\_\_  
 James F. Lacey, Freeholder

  
 \_\_\_\_\_  
 Gerry P. Little, Freeholder





## 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

Agenda: Authorizing Emergency Temporary Appropriations to the 2014 Temporary County Budget.

<b>Official Resolution#</b>	<b>2014000303</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-5						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

## 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

Resolution - Page 2 of 3  
March 19, 2014

	<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	130,000
Other Expenses	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	830,000
Other Expenses	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	1,200,000
Other Expenses	40,000
5058 Office of Senior Services	
Salaries & Wages	160,000
Other Expenses	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

Resolution - Page 3 of 3  
 March 19, 2014

	<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
<b>Total 2014 Temporary Emergency Appropriation</b>	<b>\$ <u>87,373,583</u></b>

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.



## 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

Agenda: Authorizing Transfer between Appropriation Account Reserves.

<b>Official Resolution#</b>	<b>2014000304</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-6						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board

**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>
<b>TOTAL</b>			<b><u>\$1,268,000.00</u></b>

**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>
<b>TOTAL</b>			<b><u>\$1,268,000.00</u></b>

**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



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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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

Agenda: Authorizing a change in the Custodian of the Prosecutor's Office Emergency Petty Cash Fund.

<b>Official Resolution#</b>	<b>2014000318</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-7						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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



## 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

Agenda: Authorizing a change in the Custodian of the Prosecutor's Office Confidential Investigations Petty Cash Fund.

<b>Official Resolution#</b>	<b>2014000319</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-8						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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**  
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

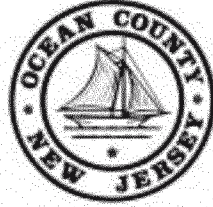
FROM: Joseph D. Coronato   
Prosecutor

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



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

Director Joseph H. Vicari  
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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

Agenda: Authorizing an Amendment to the Employee 457 Deferred Compensation Plan Contract with Mass Mutual.

<b>Official Resolution#</b>	<b>2014000320</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-9						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board



**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.



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

Director Joseph H. Vicari  
Deputy Director John C. Bartlett  
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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000315</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-10						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board

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,

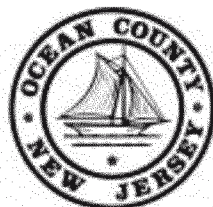
**WHEREAS**, the County of Ocean wishes to apply for the 2014 State Health Insurance Program (SHIP).

**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.



## 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

Agenda: Authorizing the execution of a Grant Application for the FTA:JARC Rt. 37 Bus Services for calendar years 2015 and 2016.

<b>Official Resolution#</b>	<b>2014000316</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-11						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

## R E S O L U T I O N

**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.



## 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

Agenda: Authorizing the execution of the Community Development Block Grant Essential Services Grant Application.

<b>Official Resolution#</b>	<b>2014000317</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-12						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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.





## 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

Agenda: Authorizing the execution of five (5) Grant Agreements with various Non-Profit Organizations through the NJ Historical Commission FY13/14.

<b>Official Resolution#</b>	<b>2014000277</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-13						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

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*Betty Varil*

---

Clerk Of The Board

**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.



## 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

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08754-2191  
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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

Agenda: Authorizing the execution of two (2) Shared Services Agreements through the Prosecutor's Program FY14.

<b>Official Resolution#</b>	<b>2014000278</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-14						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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.

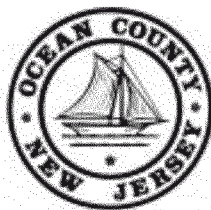
**Annex A**

**Shared Services Agreements**

Participating Municipalities:

Manchester Township

Mantoloking Township



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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Deputy Director John C. Bartlett  
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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

Agenda: Authorizing the execution of five (5) Shared Services Agreements through the Driving While Intoxicated Enforcement Program FY13/14.

<b>Official Resolution#</b>	<b>2014000286</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-15						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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:

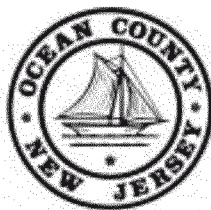
Manchester Township

Mantoloking Borough

Point Pleasant Borough

Surf City Borough

Toms River Township



## 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

Agenda: Authorizing the execution of three (3) Shared Services Agreements through the Drug Recognition Expert Callout Program.

<b>Official Resolution#</b>	<b>2014000279</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-16						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

## 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

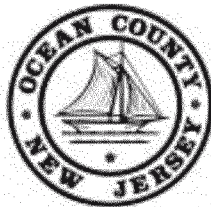
Drug Recognition Expert Callout Program

Participating Municipalities:

Manchester Township

Point Pleasant Borough

Toms River Township



## 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

Agenda: Authorizing the execution of an Intergovernmental Agreement with the OC Board of Health in implementing its 2014 Solid Waste Control Program.

<b>Official Resolution#</b>	<b>2014000280</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-17						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

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





## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000346</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-18						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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:

<b>Road Department</b>	<b>\$10,000.00</b>
<b>Vehicle Services</b>	<b>\$500.00</b>

**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.



## 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

Agenda: Authorizing an Intergovernmental Agreement with the Township of Jackson for Schedule "C" Road Department Services, in an amount not to exceed \$16,000.00.

<b>Official Resolution#</b>	<b>2014000347</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-19						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

# 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:

<b>Road Department</b>	<b>\$16,000.00</b>
------------------------	--------------------

**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.



## 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

Agenda: Authorizing an Intergovernmental Agreement with the Township of Lacey for Schedule "C" Road Department Services, in an amount not to exceed \$20,000.00.

<b>Official Resolution#</b>	<b>2014000348</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-20						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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:

<b>Road Department</b>	<b>\$20,000.00</b>
------------------------	--------------------

**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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000349</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-21						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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:

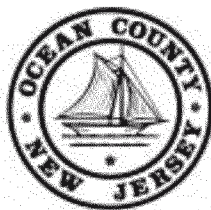
<b>Road Department</b>	<b>\$30,000.00</b>
<b>Engineering Department</b>	<b>\$10,000.00</b>

**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.





## 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

Agenda: Authorizing an Intergovernmental Agreement with the Township of Manchester for Schedule "C" Road Department Services, in an amount not to exceed \$25,000.00.

<b>Official Resolution#</b>	<b>2014000350</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-22						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

# RESOLUTION

Res-Pg:f.22-2

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:

<b>Road Department</b>	<b>\$25,000.00</b>
------------------------	--------------------

**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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000351</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-23						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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

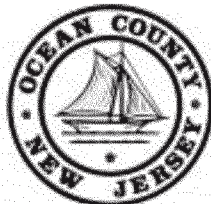
**WHEREAS**, the **Township of Stafford** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$30,000.00 to be disbursed as follows:

<b>Road Department</b>	<b>\$20,000.00</b>
<b>Engineering Department</b>	<b>\$10,000.00</b>

**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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000352</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-24						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board

# 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

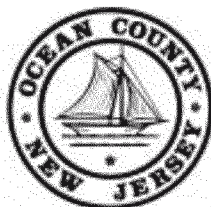
**WHEREAS**, the **Borough of Seaside Park** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$12,000.00 to be disbursed as follows:

<b>Road Department</b>	<b>\$10,000.00</b>
<b>Vehicle Services</b>	<b>\$ 2,000.00</b>

**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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000353</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-25						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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:

<b>Road Department</b>	<b>\$70,000.00</b>
------------------------	--------------------

**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.





## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000354</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-26						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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:

<b>Road Department</b>	<b>\$35,000.00</b>
<b>Vehicle Services</b>	<b>\$5,000.00</b>

**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.



## 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

Agenda: Authorizing the execution of fifty-seven (57) Tourism Promotional Grants.

<b>Official Resolution#</b>	<b>2014000281</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-27						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

## 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



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000282</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-28						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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

Introduced on: March 19, 2014  
Adopted on: March 19, 2014  
Official Resolution#: 2014000282

[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, 3<sup>rd</sup> 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, 3<sup>rd</sup> 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 [.....],

New Jersey Environmental Infrastructure Trust  
U.S. Bank National Association  
May 21, 2014  
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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,

New Jersey Environmental Infrastructure Trust  
U.S. Bank National Association  
May 21, 2014  
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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

New Jersey Environmental Infrastructure Trust  
U.S. Bank National Association  
May 21, 2014  
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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

Introduced on: March 19, 2014  
Adopted on: March 19, 2014  
Official Resolution#: 2014000282

[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)

Introduced on: March 19, 2014  
Adopted on: March 19, 2014  
Official Resolution#: 2014000282

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

Introduced on: March 19, 2014  
Adopted on: March 19, 2014  
Official Resolution#: 2014000282

[MASTER ESCROW AGREEMENT - PRINCIPAL FORGIVENESS - MUNICIPAL/COUNTY FORM]

**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, 3<sup>rd</sup> 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

Introduced on: March 19, 2014  
Adopted on: March 19, 2014  
Official Resolution#: 2014000282



**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

Introduced on: March 19, 2014  
Adopted on: March 19, 2014  
Official Resolution#: 2014000282

**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

Introduced on: March 19, 2014  
Adopted on: March 19, 2014  
Official Resolution#: 2014000282

**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



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000321</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-29						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board



**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

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.



## 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

Agenda: Authorizing a Modification to the First-Time Homebuyer Program to include new participants, as recommended by the Planning Director.

<b>Official Resolution#</b>	<b>2014000322</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-30						
CAF #							
Purchase Req. #	C2013-100						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board

**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.



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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Deputy Director John C. Bartlett  
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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000323</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-31						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

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.



## 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

Agenda: Consenting to an Amendment to the OC Water Quality Management Plan.

<b>Official Resolution#</b>	<b>2014000324</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-32						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board



**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.



## 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

Agenda: Amending a Resolution adopted on 2/5/2014 due to a typographical error.

<b>Official Resolution#</b>	<b>2014000325</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-33						
CAF #							
Purchase Req. #	C2008-68						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board

## 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**.



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

Director Joseph H. Vicari  
Deputy Director John C. Bartlett  
John P. Kelly  
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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000283</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-34						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board

# 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.



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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Deputy Director John C. Bartlett  
John P. Kelly  
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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

Agenda: Authorizing the execution of a Settlement Agreement with Fletcher Thompson Architecture Engineering.

<b>Official Resolution#</b>	<b>2014000284</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-35						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000326</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-36						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board



**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.



## 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

Agenda: Authorizing an Addendum to a Subrecipient Agreement with OCEAN, Inc.

<b>Official Resolution#</b>	<b>2014000285</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	f-37						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓						✓
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

\_\_\_\_\_  
Clerk Of The Board

**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

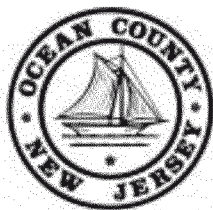
**WHEREAS**, the County will amend the 2014 Budget for such funding; and

**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.



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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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

Agenda: Authorizing the Clerk of the Board to record and/or accept Legal Instruments.

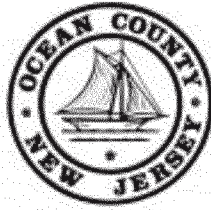
<b>Official Resolution#</b>	<b>2014000327</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	g-1						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓				✓		
Lacey	✓				✓		
Little	✓		✓		✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board



## Ocean County Board of Chosen Freeholders

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OCEAN COUNTY FREEHOLDERS

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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

Agenda: 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

<b>Official Resolution#</b>	<b>2014000328</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	g-2						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓				✓		
Lacey	✓				✓		
Little	✓		✓		✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

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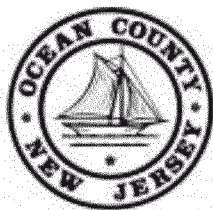
Clerk Of The Board

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



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

Director Joseph H. Vicari  
Deputy Director John C. Bartlett  
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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

Agenda: Approving the Minutes of the Pre-Board Meeting of 1/29/2014.

<b>Official Resolution#</b>	<b>2014000329</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	g-3						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓				✓		
Lacey	✓				✓		
Little	✓		✓		✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON


*Betty Varil*

---

Clerk Of The Board

# 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



Members of the Board of Chosen Freeholders  
January 30, 2014  
Summary of the Pre-Board meeting of January 29, 2014  
Page 2

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.

Members of the Board of Chosen Freeholders  
January 30, 2014  
Summary of the Pre-Board meeting of January 29, 2014  
Page 3

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**

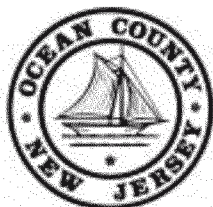
1. Stormwater Management Contract 2014A, Reconstruction of Cross Street Drainage, Lakewood Township
2. Reconstruction of Traffic Signals, Contract 2014A, Borough of Seaside Heights

**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.



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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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

Agenda: Approving the Minutes of the Pre-Board Meeting of 2/11/2014.

<b>Official Resolution#</b>	<b>2014000330</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	g-4						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓				✓		
Lacey	✓						✓
Little	✓		✓		✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

# M E M O R A N D U M

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. Sahradiak, 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.

Members of the Board of Chosen Freeholders  
February 13, 2014  
Summary of the Pre-Board meeting of February 11, 2014  
Page 2

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

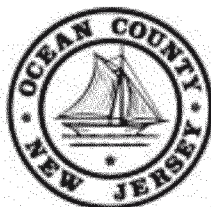
**RECOMMEND ADVERTISEMENT**

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).





## Ocean County Board of Chosen Freeholders

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### Board Meeting Agenda

Date: March 19, 2014 - 4:00 PM  
Location: Administration Building  
Room 119  
101 Hooper Avenue  
Toms River, NJ 08754

Agenda: Approving the Minutes of the Board Meeting of 2/5/2014.

<b>Official Resolution#</b>	<b>2014000331</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	g-5						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓				✓		
Lacey	✓				✓		
Little	✓		✓		✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board



## Ocean County Board of Chosen Freeholders

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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000332</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	g-6						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓				✓		
Lacey	✓				✓		
Little	✓		✓		✓		

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*Betty Varil*

---

Clerk Of The Board

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.



## Ocean County Board of Chosen Freeholders

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OCEAN COUNTY FREEHOLDERS

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### Board Meeting Agenda

Date: March 19, 2014 - 4:00 PM  
Location: Administration Building  
Room 119  
101 Hooper Avenue  
Toms River, NJ 08754

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000333</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	g-7						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓				✓		
Lacey	✓				✓		
Little	✓		✓		✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

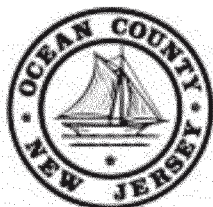
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Clerk Of The Board

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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000334</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	g-8						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓				✓		
Lacey	✓				✓		
Little	✓		✓		✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

\_\_\_\_\_  
Clerk Of The Board



# 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

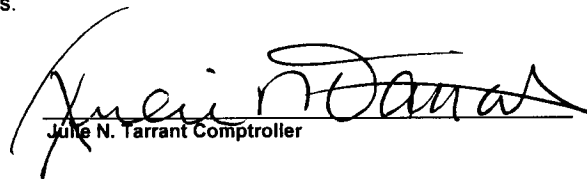
03/07/14

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	26	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

Introduced on: March 19, 2014  
Adopted on: March 19, 2014  
Official Resolution#: 2014000334





## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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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

Agenda: 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.

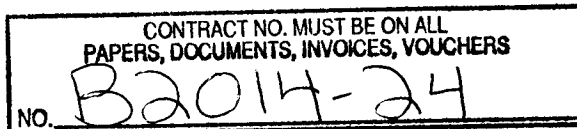
<b>Official Resolution#</b>	<b>2014000294</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	h-1						
CAF #							
Purchase Req. #	B2014-24						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board



## 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:

Name and Address of Bidder

Ninsa, LLC  
125 Lincoln St.  
Hammonton, NJ 08037  
(609) 561-7103

Accent Fence, Inc.  
1450 Bremen Avenue, PO Box 656  
Egg Harbor, NJ 08215  
(609) 965-6400

George Koustas Painting &  
Construction, Inc.  
70 Beechwood Ave.  
W.L.B. NJ 07764  
(732) 571-1148

JAK Construction Corp. T/A  
Diamond Construction  
35 – Beaverson Blvd.  
Brick, NJ 08723  
(732) 262-7449

Midlantic Construction, LLC  
371 North Main Street  
Barnegat, NJ 08005  
(732) 223-9393

New Age Fastening Systems, Inc.  
11 A Enterprise Court  
Sewell, NJ 08080  
(856) 218-8301

Road Safety Systems, LLC  
1 Linda Lane, Suite D  
Vincentown, NJ 08088  
(609) 801-9332

Sparwick Contracting, Inc.  
18 Route 94  
Lafayette, NJ 07848  
(973) 300-4709

Name and Address of Bidder

A-1 Fence, Inc.  
166 7<sup>th</sup> Street  
Elizabeth, NJ 07206  
(908) 527-1066

Carjen Fence, Inc.  
1223 Park Street  
Peekskill, NY 10566  
(914) 737-7700

Highway Safety Systems, Inc.  
716 White Horse Pike  
Hammonton, NJ 08037  
(609) 567-2122

JS Welding, LLC  
34 Brookside Ave.  
Hackettstown, NJ 07840  
(973) 293-8330

National Fence Systems, Inc.  
1033 Route One  
Avenel, NJ 07001  
(732) 636-5600

Quality Fence of Peekskill, Inc.  
1223 Lincoln Terrace  
Peekskill, NY 10566  
(914) 737-8700

R. C. Fabricators, Inc.  
824 N. Locust Street  
Wilmington, DE 19801  
(302) 573-8989

; 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

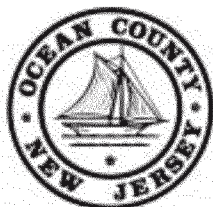
Gentlemen:

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>
<b>TOTAL LUMP SUM (ADD ITEMS 1-2):</b>				<b><u>\$ 66,155.00</u></b>	



## 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

Agenda: Awarding a Contract for the furnishing and delivery of DUCTILE IRON CULVERT PIPE to HD Supply Waterworks, LTD, the lowest qualified bidder.

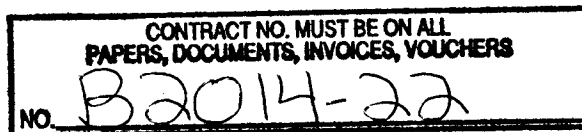
<b>Official Resolution#</b>	<b>2014000295</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	h-2						
CAF #							
Purchase Req. #	B2014-22						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board



## 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:

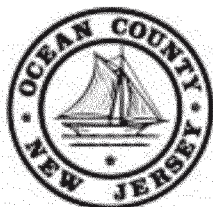
The undersigned hereby declare that he has carefully examined the Notice to Bidders, Specifications and Instructions for the Furnishing and Delivery of **DUCTILE IRON CULVERT PIPE** listed below and that, if awarded the Contract, he will further agree to furnish any additional units, should the Board 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





## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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Deputy Director John C. Bartlett  
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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

Agenda: 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.

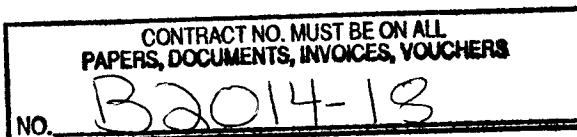
<b>Official Resolution#</b>	<b>2014000296</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	h-3						
CAF #							
Purchase Req. #	B2014-18						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board



## 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:

<u>Name and Address of Bidder</u>	<u>Name and Address of Bidder</u>
Air Systems Maintenance, Inc. 718 Jefferson Avenue Kenilworth, NJ 07033 (908) 241-1555	A.A. Duckett, Inc. 134 Maple Leaf Court Glassboro, NJ 08028 (856) 863-1919
Core Mechanical, Inc. 7150 N. Park Drive, Suite 400 Pennsauken, NJ 08109 (856) 665-0636	Falasca Mechanical, Inc. 3329 North Mill Road Vineland, NJ 08360 (856) 794-2010
George S. Hall, Inc. 30 Chapin Road, Unit 1204 PO Box 103, Pine Brook, NJ 07058 (973) 227-5515	Peterson Service Company 234 Route 70 Medford, NJ 08055 (609) 714-3699
Unitemp, Inc. 26 Worlds Fair Drive, Suite D Somerset, NJ 08873 (908) 753-4800	

; 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.**

(  ) - YES      (    ) - NO

**PRICE SCHEDULE**

<b>Item #</b>	<b>Description</b>	<b>Est. Qty. (2 Yrs.)</b>	<b>Unit of Meas.</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>BUILDING #19 - ALL INCLUSIVE LABOR AND MATERIAL PRICE</b>					
✓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
<b>BUILDING #20 - ALL INCLUSIVE LABOR AND MATERIAL PRICE</b>					
✓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
<b>LABOR AND PARTS / MATERIAL FOR REPAIRS/REPLACEMENT IN EXCESS OF ITEMS #1 &amp; #2</b>					
✓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



## Ocean County Board of Chosen Freeholders

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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

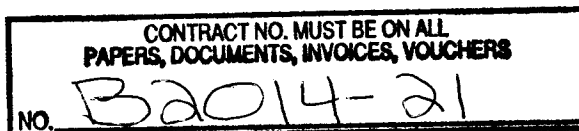
Agenda: Awarding a Contract for the furnishing and delivery of PRINTING OF OCEAN COUNTY BROCHURES NO. II to Bartash Printing, Inc., the lowest qualified bidder. Recommendation is made to not award Item No. 1.

<b>Official Resolution#</b>	<b>2014000297</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	h-4						
CAF #							
Purchase Req. #	B2014-21						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

\_\_\_\_\_  
Clerk Of The Board



## 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:

<u>Name and Address of Bidder</u>	<u>Name and Address of Bidder</u>
Bartash Printing, Inc. 5400 Grays Ave. Philadelphia, PA 19143 (215) 724-1700	AJ Images, Inc. 259 East 1 <sup>st</sup> Avenue Roselle, NJ 07203 (908) 241-6900
Courier Printing Corp. 24 Laurel Bank Ave. Deposit, NY 13754 (607) 467-2191	Deans Graphics, LLC 16 Mill St. Mt. Holly, NJ 08060 (609) 261-8817
Fox Marketing Service 836 Palisade Ave. Teaneck, NJ 07666 (201) 692-8600	GraphiColor Corporation 3490 North Mill Road Vineland, NJ 08360 (856) 691-2507
Graphic Image, Inc. 561 Boston Post Rd. Milford, CT 06460 (203) 877-8787	Hummel Printing 850 Springfield Rd. Union, NJ 07083 (908) 688-5300
Jersey Printing Assoc, Inc. PO Box 355, 153 First Ave. Atlantic Highlands, NJ 07716 (732) 873-9654	KB Offset Printing, Inc. 3500 E College Ave. State College, PA 16801 (814) 237-7600
KT'S Office Services, LLC 1555 Rt. 37 W, Unit 1 Toms River, NJ 08755 (732) 914-0002	Morris Graphics, Inc. 660 N. Broad Street Woodbury, NJ 08096-1708 (856) 845-4980
Roelynn Litho, Inc. 687 Prospect St. Lakewood, NJ 08701 (732) 942-9650	

; 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 has 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>
<b>OPTION:</b>					
✓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>



## 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

Agenda: Awarding Contracts for the furnishing and delivery of CATCH BASINS AND MANHOLE CASTINGS to Bridgestate Foundry and General Foundries, Inc., the lowest qualified bidders.

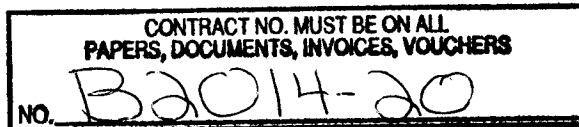
<b>Official Resolution#</b>	<b>2014000298</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	h-5						
CAF #							
Purchase Req. #	B2014-20						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board



## 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.

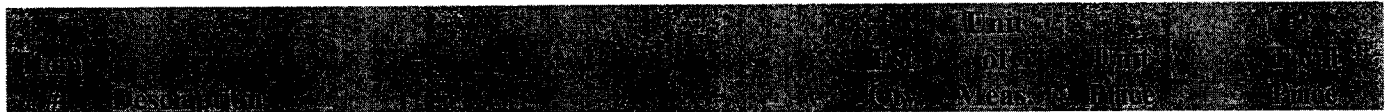
5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchasing, Department of Finance, County Road Supervisor, and the successful bidders.

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,<br>(Bikegrate grating - ECO/Non-Mountable Curb Type)<br>"Bridgestate Type "N", or Equivalent"<br>Furnished & Delivered                   | 25 EA <u>\$ 675.00</u> <u>\$ 16,875.00</u>   |
|    | Manufacturer <u>BRIDGESTATE, ET, NEEDHAM</u>  |  |
|    | Pattern # <u>2618</u>   |  |
|    | Delivery After Receipt of Order <u>7-10 Days</u> (A.R.O.)   |  |
| ✓2 | 47 ¾" x 21 ¾" - Type E - Double Flat Frame & ECO Bike<br>Grate "Bridgestate, Phase II,<br>Stormwater Compliant Grate, Or Equivalent"<br>Furnished & Delivered                             | 25 EA <u>\$ 702.00</u> <u>\$ 17,550.00</u>   |
|    | Manufacturer <u>BRIDGESTATE, ET, NEEDHAM</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<br>Covers "Campbell Foundry Pattern #1232,<br>Flockhard Foundry Type 615-B, Pattern#60893, or<br>Equivalent" Furnished and Delivered | 15 EA <u>\$ 1,275.00</u> <u>\$ 19,125.00</u> |
|    | Manufacturer <u>BRIDGESTATE, ET, NEEDHAM</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  
*R. J. Lambert*

PRICE SCHEDULE

Item #	Description	Est. Qty.	Unit of Meas.	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	\$ <u>674.00</u>	\$ <u>16,850.00</u>
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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	\$ <u>709.00</u>	\$ <u>17,725.00</u>
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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	\$ <u>995.00</u>	\$ <u>14,925.00</u>
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Manufacturer US FOUNDRY & MFG CORP  
 Pattern # GFI 53810  
 Delivery After Receipt of Order 2 WEEKS (A.R.O.)

Introduced on: March 19, 2014  
 Adopted by: March 19, 2014  
 Official Resolution#: 2014000298

**APPROVE PRICE CAN BE USED BY COOPERATIVE PURCHASING SYSTEM PARTICIPANTS FOR MINIMUM ORDER OF \$4000.00**



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>201400299</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	h-6						
CAF #							
Purchase Req. #	B2014-23						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓			✓	✓		

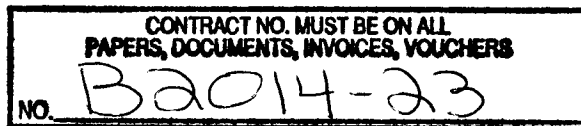
I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

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Clerk Of The Board





## 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

W.B. Mason Co., Inc.  
21 Commerce Drive  
Cranbury, NJ 08512  
(888) 926-2766

Staples Contract & Commercial, Inc.  
Operating as Staples Advantage  
500 Staples Drive  
Framingham, MA 01702  
(856) 340-5017

Name and Address of Bidder

Office Basics, Inc.  
22 Creek Circle  
Boothwyn, PA 19061  
(610) 471-1000

; 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)
<b>SECTION I</b>	
✓1 Discount Percentage (%) for Stationery and Office Supplies, As Specified ( <b>BASIS OF AWARD</b> )	<u>70.3</u> %
<b>SECTION II</b>	
✓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

CRANFORD NJ 08512

Telephone: 885-926-2766

## STATIONERY AND OFFICE SUPPLIES BID

**SECTION I**

<b>2014 United Stationers Supply Co. Included Items</b>	
<b><u>Item Description</u></b>	<b><u>Page Numbers</u></b>
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

<b>2014 United Stationers Supply Co. Included Items (Cont'd)</b>	
<b><u>Item Description</u></b>	<b><u>Page Numbers</u></b>
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**

<b>2014 United Stationers Supply Co. Included Items</b>	
<b><u>Item Description</u></b>	<b><u>Page Numbers</u></b>
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**

<b>2014 S.P. Richards Included Items</b>	
<b><u>Item Description</u></b>	<b><u>Page Numbers</u></b>
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

Table with 3 columns: Item description, Percentage, and Unit (%). Items include Art & Drafting (40%), Batteries (40%), Bulletin Boards & Rails (40%), Calculators (25%), Calendars (45%), Clocks (40%), Computer Monitor Stands & Arms (35%), Desk Organizers (30%), Envelopes (50%), Maps & Flags (30%), Scissors (40%), Shredders (40%), and Trimmers (35%).

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**

<b>2014 S.P. Richards Included Items</b>	
<b><u>Item Description</u></b>	<b><u>Page Numbers</u></b>
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



<b>2014 S.P. Richards Included Items (Cont'd)</b>	
<b><u>Item Description</u></b>	<b><u>Page Numbers</u></b>
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**

<b>2014 United Stationers Supply Co. Included Items</b>	
<b><u>Item Description</u></b>	<b><u>Page Numbers</u></b>
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**

<b>2014 S.P. Richards Included Items</b>	
<b><u>Item Description</u></b>	<b><u>Page Numbers</u></b>
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



## 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

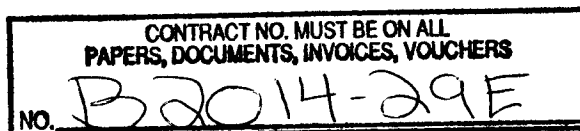
Agenda: Awarding a Contract for the RECONSTRUCTION OF TRAFFIC SIGNALS, CONTRACT 2014A, BOROUGH OF SEASIDE HEIGHTS to Orchard Holdings, LLC, the lowest qualified bidder, in an amount not to exceed \$563,983.07.

<b>Official Resolution#</b>	<b>2014000300</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	h-7						
CAF #							
Purchase Req. #	B2014-29E						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

\_\_\_\_\_  
Clerk Of The Board



## 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 <sup>th</sup> 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.



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000305</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	i-1						
CAF #							
Purchase Req. #	B2013-16A						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓			✓	✓		
Lacey	✓		✓		✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

## 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.



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000306</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	i-2						
CAF #							
Purchase Req. #	B2012-147A						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓			✓	✓		
Lacey	✓		✓		✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

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Clerk Of The Board



## 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”;

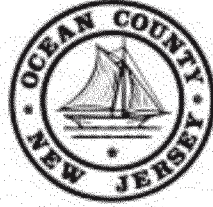
WHEREAS, these costs resulted in additional project costs in the net amount of \$6,995.00; and

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.



## Ocean County Board of Chosen Freeholders

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OCEAN COUNTY FREEHOLDERS

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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000335</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-1						
CAF #							
Purchase Req. #	CC2014-62						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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:

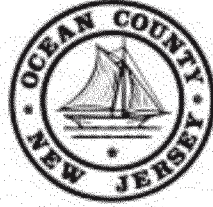
Conmed Inc., t/a Conmed Healthcare Management, Inc.

Ocean County Comptroller

Ocean County Auditor

Ocean County Department of Corrections

Ocean County Counsel



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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08754-2191  
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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000336</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-2						
CAF #							
Purchase Req. #	CC2014-63						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board

**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

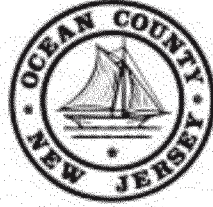
**WHEREAS**, these services comply with the priorities in the County Comprehensive Youth Services Plan 2014 Update approved on December 11, 2013, and can be renewed under the Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3; and

**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.



## Ocean County Board of Chosen Freeholders

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OCEAN COUNTY FREEHOLDERS

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Gerry P. Little

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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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000337</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-3						
CAF #							
Purchase Req. #	CC2014-64						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

---

Clerk Of The Board

**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

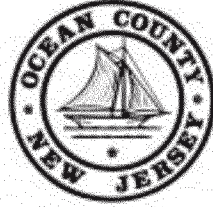
**WHEREAS**, the funds will be available within the Family Court Juvenile Services FY13 and FY14 Grants; and

**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.





## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000338</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-4						
CAF #							
Purchase Req. #	CC2014-65						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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

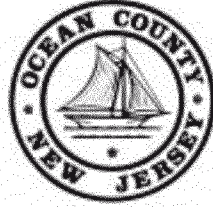
**WHEREAS**, these services comply with the priorities in the County Comprehensive Youth Services Plan 2014 Update approved on December 11, 2013, and can be renewed under the Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3; and

**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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000339</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-5						
CAF #							
Purchase Req. #	CC2014-66						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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

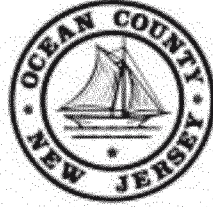
**WHEREAS**, these services comply with the priorities in the County Comprehensive Youth Services Plan 2014 Update approved on December 11, 2013, and can be renewed under the Competitive Contracting Agreement in accordance with N.J.S.A. 40:11-4.3; and

**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.



## 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

Agenda: Awarding a Professional Services Contract to Key-Tech for Material Testing and Inspection and related services, where and as directed on Construction Projects.

<b>Official Resolution#</b>	<b>2014000340</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-6						
CAF #							
Purchase Req. #	PP2014-67						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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

Introduced on:

March 19, 2014

Adopted on:

March 19, 2014

Official Resolution #:

2014-03-19-003

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.

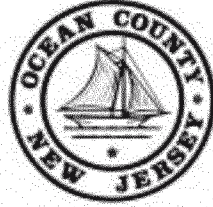
4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.

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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>201400341</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-7						
CAF #							
Purchase Req. #	PP2014-68						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board



**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

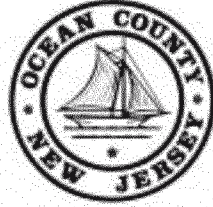
**WHEREAS**, this Agreement is awarded in compliance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law and N.J.S.A. 19:44A-20.4 et seq., the New Jersey "Pay to Play" Law.

**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.



## 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

Agenda: Awarding a Professional Services Contract to Pennoni Associates, Inc. for Material Testing and Inspection and related services, where and as directed on Construction Projects.

<b>Official Resolution#</b>	<b>2014000342</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-8						
CAF #							
Purchase Req. #	PP2014-69						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000343</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-9						
CAF #							
Purchase Req. #	PP2014-70						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

\_\_\_\_\_  
Clerk Of The Board

**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.

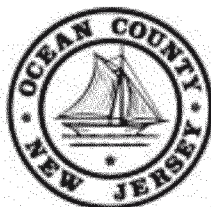
5. Copies of this Resolution, together with a copy of the Agreement, shall be maintained on file and available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders during normal business hours.

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.





## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000344</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-10						
CAF #							
Purchase Req. #	PP2014-71						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

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.



## 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

Agenda: Awarding a Professional Services Contract to Advantage Engineers for Material Testing and Inspection and related services, where and as directed on Construction Projects.

<b>Official Resolution#</b>	<b>2014000345</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	j-11						
CAF #							
Purchase Req. #	PP2014-72						
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓			✓	✓		
Kelly	✓		✓		✓		
Lacey	✓				✓		
Little	✓				✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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.

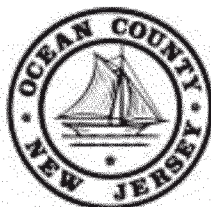
4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.

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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000287</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	k-1						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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:

<b>BENJAMIN WALDRON</b>	<b>Lanoka Harbor</b>
<b>TINA PILOT</b>	<b>Toms River</b>
<b>ROBERT HILTON</b>	<b>Brick</b>
<b>JEREMY GRUNIN</b>	<b>Toms River</b>

**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.





## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000288</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	k-2						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board

**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.

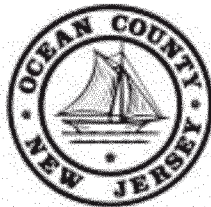
**BE IT FURTHER RESOLVED** that **TERENCE M. O'LEARY, Bayville** is hereby appointed as a new member of the **OCEAN COUNTY NATURAL LANDS TRUST FUND ADVISORY COMMITTEE** for an initial three (3) year term to expire February 18, 2016.

**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.



## 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

Agenda: 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, B ...

<b>Official Resolution#</b>	<b>2014000289</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	k-3						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

---

Clerk Of The Board

**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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000290</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	k-4						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

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Clerk Of The Board

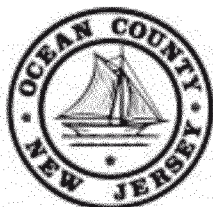
**RESOLUTION**

**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:

<b>LINDA KELLY</b>	<b>Lakewood</b>
<b>JAMES K. MERRITT</b>	<b>Seaside Park</b>
<b>LOIS M. SCHOECK</b>	<b>Island Heights</b>

**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.



## 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

Agenda: Reappointing Brian S. Kubiel, 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.

<b>Official Resolution#</b>	<b>2014000291</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	k-5						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

\_\_\_\_\_  
Clerk Of The Board

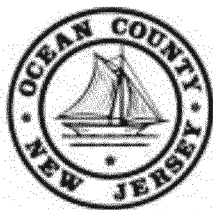


**RESOLUTION**

**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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000292</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	k-6						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓						✓
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Varil*

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Clerk Of The Board

**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:

<b>CAROLANN V. BLAKE, RN</b>	<b>Jackson</b>
<b>ANTHONY DEPAOLA</b>	<b>Berkeley Township</b>
<b>VERONICA A. LAUREIGH</b>	<b>Forked River</b>

**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.



## 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

Agenda: 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.

<b>Official Resolution#</b>	<b>2014000293</b>						
Meeting Date	03/19/2014						
Introduced Date	03/19/2014						
Adopted Date	03/19/2014						
Agenda Item	k-7						
CAF #							
Purchase Req. #							
Result	Adopted						
<b>FREEHOLDER</b>	<b>PRES.</b>	<b>ABS.</b>	<b>MOVE</b>	<b>SEC</b>	<b>AYE</b>	<b>NAY</b>	<b>ABST.</b>
Vicari	✓				✓		
Bartlett	✓				✓		
Kelly	✓				✓		
Lacey	✓		✓		✓		
Little	✓			✓	✓		

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE, COMPLETE AND ACCURATE COPY OF THIS RESOLUTION, ADOPTED BY OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, NJ AT THE MEETING REFERENCED THEREON

*Betty Vicari*

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Clerk Of The Board

**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.