



Ocean County Board of Chosen Freeholders

OFFICE OF THE
OCEAN COUNTY FREEHOLDERS

Freeholder Director Joseph H. Vicari

Deputy Director Gary Quinn

Freeholder Virginia E. Haines

Freeholder John P. Kelly

Freeholder Gerry P. Little

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

Board Meeting Agenda

Date: August 19, 2020 - 4:00 PM

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

- A. CALL TO ORDER
- B. ROLL CALL
- C. STATEMENT Compliance with the Open Public Meetings Act
- D. THE PLEDGE OF ALLEGIANCE AND PRAYER
- E. ORDINANCE - PUBLIC HEARING
 - 1. Refunding Bond Ordinance providing for the Refunding of all or a portion of County of Ocean General Improvement Bonds, Series 2011 appropriating an amount not to exceed \$16,500,000.00 therefor and authorizing the issuance of General Obligation Refunding Bonds of the County of Ocean for financing the cost thereof.
- F. RESOLUTION - PUBLIC HEARING
 - 1. Accepting the recommendation of the OC Natural Lands Trust Fund Advisory Committee to accept the donation of property identified as Block 22501, Lots 3 & 4 and Block 22301, Lot 18, totaling approximately 16.81 acres located on South Hope Chapel Road adjacent to the Toms River Corridor Conservation Area, Jackson Township.

2. Accepting the recommendation of the OC Natural Lands Trust Fund Advisory Committee related to the acquisition of property identified as Block 86, Lots 1, 2 & 4 totaling approximately 8.21 acres located on Mantoloking Road, Brick Township, in an amount not to exceed \$330,000.00 plus up to \$3,600.00 for property tax adjustments.
3. Accepting the recommendation of the OC Natural Lands Trust Fund Advisory Committee related to the acquisition of property identified as Block 230, Lot 11 totaling approximately 11.98 acres located on Church Road, Toms River Township, in an amount not to exceed \$1,250,000.00 plus up to \$2,400.00 for property tax adjustments.

G. AUTHORIZING THE PAYMENT OF BILLS IN BILL COMMITTEE REPORT NO. 16.

H. AUTHORIZING ENGINEERING PAYMENTS TO CONTRACTORS AS LISTED BELOW:

1. EARLE ASPHALT COMPANY - Replacement of East Branch Culvert (Structure No. 1533-011), Warren Grove - Whiting Road (C.R. 539) over the East Branch of the Oswego River, Barnegat Township - Final Estimate #4, \$23,849.97. (B2018-138E)
2. EARLE ASPHALT COMPANY - Construction of Traffic Signal Upgrades, Contract 2019B, Brick Township - Partial Estimate #2, \$89,852.03. (B2019-197E)
3. EARLE ASPHALT COMPANY - Construction of Horizontal Curve High Friction Surface Treatment, Jackson, Lacey, Manchester, Plumsted and Toms River Townships and Point Pleasant Borough - Partial Estimate #3, \$909,183.70. (B2019-207E)
4. MARBRO, INC. - Replacement of Grawtown Bridge (Structure No. 1511-009), Grawtown Road over Dove Mill Branch of Toms River, Jackson Township - Change Order #2, E-\$2,607.20, R-\$36,087.75. (B2019-91E)
5. EDWARD H. CRAY, INC. - Construction of Traffic Signals, Group 2017A, Lakewood Township - Final Estimate #4, \$66,090.17. (B2017-58E)
6. MIDLANTIC CONSTRUCTION, LLC - Replacement of Ridgeway Boulevard Bridge (Structure No. 1518-002), Ridgeway Boulevard over the Ridgeway Branch of the Toms River, Manchester Township - Partial Estimate #6, \$273,752.65. (B2019-127E)

I. RESOLUTIONS

1. Approving and adopting the Emergency Proclamation in response to Hurricane Isaias.
2. Authorizing the Personnel Resolution.
3. Authorizing the cancellation and closeout of certain grants.
4. Authorizing the execution of Shared Services Agreements for the Prosecutor's Traffic Safety Programs with various municipalities, for the period of 1/1/2020 through 12/31/2020.

5. Authorizing an Intergovernmental Agreement with Ocean County College to provide High School Equivalency Assessment Testing, in an amount not to exceed \$36,000.00, for the period of 7/1/2020 through 6/30/2021.
6. Authorizing an Intergovernmental Agreement with the Township of Jackson to provide Schedule "C" Road Department services in an amount not to exceed \$20,000.00, for the period of 1/1/2020 through 12/31/2020.
7. Authorizing an Intergovernmental Agreement with the Borough of Beachwood to provide Schedule "C" Road Department services in an amount not to exceed \$136,750.00, Engineering Department services in an amount not to exceed \$1,000.00, and Vehicle Services Department services in an amount not to exceed \$1,000.00, for the period of 1/1/2020 through 12/31/2020.
8. Authorizing the execution of a Deferred Loan Agreement under the CDBG Housing Rehabilitation Program, as recommended by the OC Planning Director. (C2020-97)
9. Authorizing the execution of a Deferred Loan Agreement under the CDBG Housing Rehabilitation Program, as recommended by the OC Planning Director. (C2020-98)
10. Authorizing a modification to a Deferred Loan Agreement under the HOME Housing Rehabilitation Program, as directed by the OC Planning Director. (C2020-70)
11. Authorizing a modification to the First-Time Homebuyer Program to include new participants, as recommended by the OC Planning Director. (CC2018-54)
12. Amending a Resolution adopted on 6/3/2020 authorizing the execution of a Mortgage Note Modification Agreement and a Deferred Loan Agreement Modification under the HOME Housing Rehabilitation Program, to reflect a revised account number. (C2019-121)
13. Authorizing the Issuance and Sale of the County of Ocean's General Improvement Bonds, Series 2020A authorized by Bond Ordinances heretofore adopted to finance various general improvements in the County of Ocean, and providing for the form, maturity dates and other details of said Bonds.
14. Authorizing the Issuance and Sale of the County of Ocean's General Obligation Refunding Bonds, Series 2020B authorized by a Refunding Bond Ordinance heretofore adopted, and providing for the form, maturity dates and other details of said Refunding Bonds.
15. Ratifying the execution of a Grant Application for the State of New Jersey, Department of Labor and Workforce Development COVID-19 Dislocated Worker Grant.
16. Petitioning the State to appoint a representative on the State Board of Public Utilities (BPU) from the Monmouth / Ocean County area.
17. Authorizing the Release of Bonds for Road Opening Permits.

J. MOTIONS

1. Authorizing the Clerk of the Board to accept and/or record legal instruments.
2. Approving the Pre-Board Meeting Minutes of 6/10/2020.

3. Approving the Board Meeting Minutes of 7/1/2020.
4. Approving the Board Meeting Minutes of 7/15/2020.
5. Approving the Master Payroll paid on 8/19/2020 for the payroll period of 7/23/2020 through 8/5/2020 and for the payroll period of 8/6/2020 through 8/19/2020, in the amount of \$5,487,526.75.

K. BID AWARDS

1. Awarding a Contract for the furnishing and delivery of MOTOR VEHICLE: NEW LOADER to Jesco, Inc., the lowest qualified bidder. (B2020-104)
2. Awarding Contracts for the furnishing and delivery of NEW HEAVY DUTY TIRE CHANGER AND BALANCERS to Esti Warehouse, Inc. and Jeff Walker, Inc., the lowest qualified bidders. (B2020-105)
3. Awarding Contracts for the furnishing and delivery of UNPAINTED SNOW FENCE AND DUNE GRASS to Church's Garden Center & Farms, Inc. and Chemung Supply Corp., the lowest qualified bidders. (B2020-106)
4. Awarding Contracts for the furnishing and delivery of CAR WASHING SERVICES NO. IV to Manahawkin Magic Wash, LLC and Blue Wave Car Wash and Quick Lube, the lowest qualified bidders. (B2020-107)
5. Awarding Contracts for the furnishing and delivery of FIXED HAMMERS, INSERTS, AND WEAR PARTS FOR VARIOUS EQUIPMENT to Eagle Truck Equipment, Inc. and Deacon Equipment Co., the lowest qualified bidders. Recommendation is made to reject Item No. 6 as unresponsive. It will be rebid. (B2020-109)
6. Awarding a Contract for the furnishing and delivery of MOTOR VEHICLE: NEW BACKHOE to Foley, Incorporated, the sole qualified bidder. (B2020-110)
7. Awarding a Contract for the RECONSTRUCTION AND RESURFACING OF PORTIONS OF CERTAIN COUNTY ROADS, CONTRACT 2019D to Earle Asphalt Company, the lowest qualified bidder, in an amount not to exceed \$2,282,213.13. (B2020-117E)
8. Authorizing a one (1) year contract extension for TUBGRINDER SERVICES to Grinding Services, LLC, for the period of 8/7/2020 through 8/6/2021. (B2019-99)
9. Rejecting all bids for the furnishing and delivery of NEW CRACK SEALER. It will be rebid with revised specifications.
10. Rescinding PENAL INSTITUTIONAL SUPPLIES Item Nos. 34 and 35 from Best Plumbing Specialties, Inc., as the vendor is unable to provide the contracted items. They will be rebid. (B2020-71)
11. Rescinding PARTS AND ACCESSORIES FOR VEHICLES AND EQUIPMENT 15,000 GVWR OR GREATER Item No. 20 from Cherry Valley Tractor Sales due to a clerical error. It will be rebid. (B2020-93)
12. Amending a Resolution adopted on 6/17/2020 to reflect the correct bid title of CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE NO. II. (B2020-76)

13. Amending a Resolution adopted on 7/1/2020 awarding GARBAGE AND TRASH REMOVAL to Waste Management of New Jersey, Inc., to extend their contract pricing to "County Cooperative Contract Purchasing System Participants". (B2020-74)

L. CHANGE ORDERS

1. Awarding Change Order No. 1 to Tricon Enterprises for the project entitled PROPOSED DEMOLITION AND SALVAGE OF ARTIFACTS, ORIGINAL OCEAN COUNTY JAIL/SHERIFF'S RESIDENCE, TOMS RIVER, NEW JERSEY, an increase to the contract in an amount not to exceed \$9,305.00. (B2019-173A)

M. CONTRACTS

1. Awarding a Contract to Thermo Electron North America, LLC to provide a Support Plan for Maintenance and Service of Gas Chromatography / Mass Spectrometry for the Criminal Investigative Unit of the Sheriff's Department, for the period of 9/1/2020 through 8/31/2022, in an amount not to exceed \$160,845.50. (PP2020-99)
2. Awarding a Professional Services Contract to Engineering & Land Planning Associates, Inc. to provide the Design and Permitting of a new County Park in the Township of Manchester, in an amount not to exceed \$979,410.00. (PP2020-100)
3. Awarding a Purchase Order to T&M Associates to provide Environmental Consulting Services for the OC Natural Lands Trust Fund Program, in an amount not to exceed \$2,000.00. (QP2020-96)
4. Awarding a Purchase Order to T&M Associates to provide Environmental Consulting Services for the OC Natural Lands Trust Fund Program, in an amount not to exceed \$1,800.00. (QP2020-96)
5. Awarding a Purchase Order to Dell Marketing, LP (State Contract No. 89850) to provide Software License Renewal for Microsoft Software listed in the Microsoft Enterprise Agreement, in an amount not to exceed \$2,096,279.91, for the period of three (3) years.
6. Awarding a Purchase Order to Dell Marketing, LP (State Contract No. 89850) to provide a Contracts Management Module with system installation, configuration, implementation and maintenance of Sunrise RIM Workflow Module for Contracts Management with integrated document repository, in an amount not to exceed \$116,987.00.
7. Awarding an emergency Purchase Order to Packetalk to provide Thermal Imaging Systems for the Sheriff's Office, Corrections Department and Office of Information Technology, in an amount not to exceed \$543,178.00.
8. Awarding a Purchase Order to T&M Associates to provide On-Call Environmental Engineering Professional Services related to Professional Regulatory Compliance Services for Safety Improvements to C.R. 528 (Cedar Bridge Avenue from Martin Luther King Drive to Vine Avenue), Township of Lakewood, in an amount not to exceed \$43,995.30. (QP2020-92)

9. Awarding a Purchase Order to KS Engineers, P.C. to provide Construction Project Management and Inspection Services for the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2019B, in an amount not to exceed \$162,990.67. (QP2019-139)
10. Awarding a Purchase Order to CME Associates to provide Construction Project Management and Inspection Services for the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2018B, in an amount not to exceed \$95,465.47. (QP2019-139)
11. Amending the Award of a Purchase Order to NV5, Inc. to provide additional Consultant Material Sampling, Inspection and Testing Services related to the Replacement of Ridgeway Boulevard Bridge (Structure No. 1518-002), Ridgeway Boulevard over the Ridgeway Branch of the Toms River, Manchester Township, an increase to the contract in an amount not to exceed \$2,670.00. (QP2019-82)
12. Awarding an emergency Purchase Order to Dominion Voting to purchase voting system equipment, hardware, software and licenses for General Election processing and tabulations of vote by mail ballots, in an amount not to exceed \$282,050.00.

N. RECEIVED ITEMS

O. RESOLUTIONS FROM GOVERNING BODIES

1. Township of Long Beach, Resolution No. 20-0803.01 supporting Ocean County's Board of Chosen Freeholders protest against changes to the Senior Freeze Program and the Homestead Benefit Program.
2. Township of Plumsted, Resolution No. 2020-256 in support of Racial Equality.
3. County of Morris, Resolution No. 2020-571 opposing the predominant use of mail-in balloting in the General Election in November 2020, and in all future elections.
4. Township of Ocean, Resolution No. 2020-221 strongly encouraging the right of in-person machine voting for the November 3, 2020 General Election.
5. Township of Liberty, Resolution urging Governor Phil Murphy to reimburse County Governments with populations of 500,000 residents or less with Federal monies from the Corona Virus Relief Fund (CRF) under the Corona Virus Aid, Relief, and Economic Security (CARES) Act for the extra ordinary expenses incurred in combating the COVID-19 public health crisis.
6. Borough of Point Pleasant Beach, Resolution No. 2020-0818/1D strongly encouraging the right of in-person machine voting for the November 3, 2020 General Election.

P. MINUTES AND MEETING NOTICES

1. OC Planning Board Meeting Minutes of 7/15/2020.
2. OC Board of Social Services Meeting Minutes of 6/23/2020.
3. OC Utilities Authority Meeting Minutes of 6/25/2020.

4. OC Shade Tree Commission Meeting Minutes of 6/11/2020.
5. OC Mosquito Extermination Commission Meeting Minutes of 7/20/2020.

Q. APPROVALS

1. Division of Local Government Services approval of two (2) items of revenue.

R. REPORTS

1. OC Treasurer's Report, May 2020.

S. CORRESPONDENCE

1. Notice of a Filing and Notice of Public Hearings in the matter of the petition of Public Service Electric and Gas Company's 2020 Annual Margin Adjustment Charge (MAC), BPU Docket No. GR20060384.
2. Notice(s) of Filing and Public Hearings to Atlantic City Electric Company ("ACE") customers in the matter of the 2020/2021 Annual Compliance Filings for the Universal Service Fund ("USF") Program Factor within the Societal Benefits Charge Rate, BPU Docket No. ER20060392 and in the matter of the Provision of Basic Generation Service ("BGS") for the period beginning June 1, 2021, BPU Docket No. ER20030190.
3. Notice of Filing and Notice of Public Hearings in the matter of the petition of Public Service Electric and Gas Company to revise its weather normalization charge for the 2020-2021 annual period, Docket No. GR20060470.
4. Notice of a Filing and Notice of Public Hearings in the matter of the petition of Public Service Electric and Gas Company for approval of changes in its Electric Green Programs Recovery Charge and its Gas Green Programs Recovery Charge ("2020 PSE&G Greens Program Cost Recovery Filing"), BPU Docket Nos. ER20060467 and GR20060468.
5. Leisure Village Association's formal complaint to the New Jersey Board of Public Utilities, Division of Customer Assistance regarding JCP&L's failure to provide adequate service, dated 8/13/2020.
6. Congressman Christopher H. Smith's letter to the New Jersey Board of Public Utilities President Joseph Fiordaliso requesting increased oversight of JCP&L's response to extended power outages experienced after Tropical Storm Isaias, dated 8/13/2020.

T. FREEHOLDER COMMENTS

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

V. ADJOURNMENT

**No Associated
Documents**

**No Associated
Documents**

**No Associated
Documents**

**No Associated
Documents**

**No Associated
Documents**

**REFUNDING BOND ORDINANCE PROVIDING
FOR THE REFUNDING OF ALL OR A PORTION
OF THE COUNTY OF OCEAN GENERAL
IMPROVEMENT BONDS, SERIES 2011
APPROPRIATING AN AMOUNT NOT TO EXCEED
\$16,500,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF GENERAL OBLIGATION
REFUNDING BONDS OF THE COUNTY OF OCEAN
FOR FINANCING THE COST THEREOF**

WHEREAS, pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., the County of Ocean, New Jersey (the "County") has heretofore issued \$26,200,000 aggregate principal amount of General Improvement Bonds, Series 2011 (the "Series 2011 Bonds"); and

WHEREAS, the Board of Chosen Freeholders has determined that it is in the best interest of the County to refund all or a portion of the Series 2011 Bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The County is hereby authorized to (i) refund all or a portion of the Series 2011 Bonds maturing on August 1 of the years 2021 through 2031, inclusive (collectively, the "Refunded Bonds"); and (ii) provide for the payment of the costs of issuance (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, negotiable general obligation refunding bonds (the "Refunding Bonds") are hereby authorized to be issued, in one or more series and on a tax-exempt and/or taxable basis, in the principal amount not to exceed \$16,500,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$200,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of Refunding Bonds authorized herein.

Section 4. The purposes for which the Refunding Bonds are to be issued are (i) to refund the Refunded Bonds so as to effect an interest cost savings for the County and (ii) to provide for the payment of the costs of issuing the Refunding Bonds (including

printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 5. Certain of the Refunded Bonds may be called for redemption prior to maturity, as provided by subsequent resolution of the Board of Chosen Freeholders of the County. If provided by subsequent resolution of the Board of Chosen Freeholders of the County, all or a portion of the proceeds from the sale of the Refunding Bonds shall be deposited in one or more sinking funds in trust to provide for the payment and retirement of the Refunded Bonds. Any moneys in any such sinking fund may be invested as provided in N.J.S.A. 40A:2-60, and any moneys in excess of the amounts required for such purpose may be used for any lawful purpose of the County.

Section 6. Further provisions as to the terms of sale, deposit, securing, regulation, investment, reinvestment, disposition or application of the proceeds of the refunding bonds, and any matters in connection therewith, shall be determined by resolution of the Board of Chosen Freeholders of the County adopted prior to the issuance of the Refunding Bonds.

Section 7. All other matters relating to the Refunding Bonds shall be performed or determined by subsequent resolution of the Board of Chosen Freeholders of the County, or the performance or determination thereof shall be delegated by resolution of the Board of Chosen Freeholders of the County to the Chief Financial Officer of the County.

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

Section 9. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director

and signed by the chief financial officer of the County as to the indebtedness to be financed by the issuance of the Refunding Bonds authorized herein.

Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that, except for refunding bonds issued in accordance with N.J.S.A. 40A:2-51(c), this refunding bond ordinance shall not be effective as to any refunding bonds unless the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

NOTICE OF ADOPTION OF REFUNDING BOND ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that the refunding bond ordinance published herewith has been finally adopted by the Board of Chosen Freeholders of the County of Ocean, New Jersey on August 19, 2020, and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such refunding bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this notice.

MARY ANN CILENTO, Clerk
Board of Chosen Freeholders

JOHN C. SAHRADNIK
County Counsel

**No Associated
Documents**

RESOLUTION

August 19, 2020

WHEREAS, the voters of Ocean County authorized the Ocean County Natural Lands Trust Fund to provide funds for the acquisition and preservation of natural lands, open spaces and farmland; and

WHEREAS, the Ocean County Natural Lands Trust Fund Advisory Committee was established by the Board of Chosen Freeholders to review nominations to the program and forward recommendations for acquisition to the Board of Chosen Freeholders; and

WHEREAS, the Natural Lands Trust Fund Advisory Committee has received an offer for donation with no compensation. This property being known as Block 22501, Lots 3&4; and Block 22301, Lot 18, totaling approximately 16.81 acres is located in Jackson Township adjacent to the Toms River Corridor Conservation Area; and

WHEREAS, the Natural Lands Trust Fund Advisory Committee has determined the property's attributes are consistent with the Ocean County Open Space Plan and Recreation Inventory.

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

1. It accepts the recommendation of the Ocean County Natural Lands Trust Fund Advisory Committee to accept the donation of Block 22501, Lots 3&4; and Block 22301, Lot 18 located on South Hope Chapel Road in Jackson Township.

BE IT FURTHER RESOLVED THAT:

1. The proper officers of the Board are authorized and directed to sign all necessary documents in order to effectuate these purchases.
2. The purchase of the property is to be contingent upon the County's acquisition by purchase, deed or gift of the necessary right-of-way along any County roads bordering the property as determined by the County Engineer.
3. The offices of Ocean County Counsel and County Administrative staff are hereby authorized to take all actions necessary to consummate this transaction and have the fully executed Deeds or Easements recorded in the County Clerk's Office.
4. The Township of Jackson has supported acquisition of this property by resolution #243R-20.
5. Copies of this Resolution shall be made available to the County Administrator; County Planning Director; County Finance Director; County Counsel; County Natural Lands Trust Fund Advisory Committee; and the Township of Jackson.

RESOLUTION

August 19, 2020

WHEREAS, the voters of Ocean County authorized the Ocean County Natural Lands Trust Fund to provide funds for the acquisition and preservation of natural lands, open spaces and farmland; and

WHEREAS, the Ocean County Natural Lands Trust Fund Advisory Committee was established by the Board of Chosen Freeholders to review nominations to the program and forward recommendations for acquisition to the Board of Chosen Freeholders; and

WHEREAS, the Natural Lands Trust Fund Advisory Committee has received a nomination for the property identified as Block 86, Lots 1, 2 & 4 in the Township of Brick totaling approximately 8.21 acres located on Mantoloking Road; and

WHEREAS, the property is in close proximity to the Metedeconk River and U.S. Fish and Wildlife Service's Edwin B. Forsythe Refuge property; and

WHEREAS, two professional appraisals were authorized to determine the fair market value; and

WHEREAS, the Natural Lands Trust Fund Advisory Committee has determined the property's attributes are consistent with the Ocean County Open Space Plan and Recreation Inventory; and

WHEREAS, the County of Ocean would acquire the property for a purchase price not to exceed \$330,000.00 of equivalent land value; and

WHEREAS, a public hearing on the proposed acquisition was conducted by the Board of Chosen Freeholders on August 19, 2020 as required by PL 1997, c24.

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

1. It accepts the recommendation of the Ocean County Natural Lands Trust Fund Advisory Committee acquire property identified as Block 86, Lots 1, 2 & 4 in the Township of Brick totaling approximately 8.21 acres located on Mantoloking Road.
2. It authorizes the expenditure for an acquisition price not to exceed \$330,000.00 plus up to \$3,600.00 for property tax adjustments as necessary from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.

BE IT FURTHER RESOLVED THAT

1. The proper officers of the Board are authorized and directed to sign all necessary documents in order to effectuate these purchases.
2. The purchase of the property is to be contingent upon the County's acquisition by purchase, deed or gift of the necessary rights-of-way along any County roads bordering the property as determined by the County Engineer.
3. The offices of Ocean County Counsel and County Administrative staff are hereby authorized to take all actions necessary to consummate this transaction and have the fully executed Deeds or Easements recorded in the County Clerk's Office.
4. The Township of Brick has supported acquisition of this property by resolution on July 14, 2020.

RESOLUTION: *August 19, 2020*

- 5.** Copies of this Resolution shall be made available to the County Administrator; County Planning Director; County Finance Director; County Auditor; County Counsel; County Natural Lands Trust Fund Advisory Committee; the Township of Brick; and the landowner.

RESOLUTION

August 19, 2020

WHEREAS, the voters of Ocean County authorized the Ocean County Natural Lands Trust Fund to provide funds for the acquisition and preservation of natural lands, open spaces and farmland; and

WHEREAS, the Ocean County Natural Lands Trust Fund Advisory Committee was established by the Board of Chosen Freeholders to review nominations to the program and forward recommendations for acquisition to the Board of Chosen Freeholders; and

WHEREAS, the Natural Lands Trust Fund Advisory Committee has received a nomination for the property identified as Block 230, Lot 11 in Toms River Township totaling approximately 11.98 acres located on Church Road; and

WHEREAS, the property is located in close proximity to the Kettle Creek Watershed Conservation Area; and

WHEREAS, two professional appraisals were authorized to determine the fair market value; and

WHEREAS, the Natural Lands Trust Fund Advisory Committee has determined the property's attributes are consistent with the Ocean County Open Space Plan and Recreation Inventory; and

WHEREAS, the County of Ocean would acquire the property for a purchase price not to exceed \$1,250,000.00 of equivalent land value; and

WHEREAS, a public hearing on the proposed acquisition was conducted by the Board of Chosen Freeholders on August 19, 2020 as required by PL 1997, c24.

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

1. It accepts the recommendation of the Ocean County Natural Lands Trust Fund Advisory Committee acquire property identified as as Block 230, Lot 11 in Toms River Township totaling approximately 11.98 acres located on Church Road.
2. It authorizes the expenditure for an acquisition price not to exceed \$1,250,000.00 plus up to \$2,400.00 for property tax adjustments as necessary from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.

BE IT FURTHER RESOLVED THAT

1. The proper officers of the Board are authorized and directed to sign all necessary documents in order to effectuate these purchases.
2. The purchase of the property is to be contingent upon the County's acquisition by purchase, deed or gift of the necessary rights-of-way along any County roads bordering the property as determined by the County Engineer.
3. The offices of Ocean County Counsel and County Administrative staff are hereby authorized to take all actions necessary to consummate this transaction and have the fully executed Deeds or Easements recorded in the County Clerk's Office.
4. The Township of Toms River has supported acquisition of this property by resolution #243R-20

RESOLUTION: *August 19, 2020*

5. Copies of this Resolution shall be made available to the County Administrator; County Planning Director; County Finance Director; County Auditor; County Counsel; County Natural Lands Trust Fund Advisory Committee; the Township of Toms River; and the landowner.

BILL COMMITTEE REPORT
COUNTY OF OCEAN
SUMMARY OF VOUCHERS

SUMMARY OF BILLS

CERTIFICATE# 16

MASTER VOUCHER-CERTIFICATE FOR CERTIFICATION OF PAYMENT

I, THE UNDERSIGNED, DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION
HAVE EXAMINED THE VOUCHERS SUBMITTED HERE WITHIN FOR THE PURPOSE
OF RECOMMENDING TO THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS
PAYMENT THEREOF ON 08/19/2020.

I, HEREBY CERTIFY THESE VOUCHERS, IN THE TOTAL AMOUNT OF \$26,662,137.75
WHICH ARE CONTAINED IN THE ATTACHED REPORT, TO BE VALID CLAIMS, AND I
RECOMMEND APPROVAL AND PAYMENT THEREOF.

GARY QUINN
DEPUTY DIRECTOR

APPROVED

GERRY P. LITTLE
FREEHOLDER

JOSEPH H. VICARI
FREEHOLDER DIRECTOR

JOHN P. KELLY
FREEHOLDER

ORDERED PAID

VIRGINIA E. HAINES
FREEHOLDER

MARY ANN CILENTO
CLERK OF THE BOARD
OF CHOSEN FREEHOLDERS

R E S O L U T I O N

AUGUST 19, 2020

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF OCEAN, THAT THE DIRECTOR IS
HEREBY AUTHORIZED AND INSTRUCTED TO EXECUTE MASTER
VOUCHER-CERTIFICATE #16 FOR CERTIFICATION OF SAID MASTER VOUCHER
CONSISTING OF 79 PAGES WITH VOUCHERS TOTALING IN THE AMOUNT
OF \$26,662,137.75 WHICH ARE DEEMED TO BE VALID CLAIMS AS
RECOMMENDED BY THE DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION**

**BE IT FURTHER RESOLVED THAT THE COMPTROLLER 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 AND, UPON EXECUTION OF SAME BY SAID
DIRECTOR, IF AND WHEN FUNDS ARE AVAILABLE.**

**No Associated
Documents**

R E S O L U T I O N

August 19, 2020

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement November 7, 2018 with the Contractor, Earle Asphalt Company for work and services in relation to the Replacement of East Branch Culvert (Structure No. 1533-011), Warren Grove-Whiting Road (C.R. 539) Over the East Branch of the Oswego River, Barnegat 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 Final Estimate No. 4 dated August 19, 2020 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 Final Estimate No. 4 shows:

Total Cost of Construction:	\$538,086.28
Less 2% of Total:	\$0.00 -----
Subtotal:	\$538,086.28
Less Partial Estimate #1:	\$447,505.76
Less Partial Estimate #2:	\$ 53,151.33
Less Partial Estimate #3:	\$ 13,579.22
Total Partial Payments Made to Date:	\$514,236.31
AMOUNT NOW DUE CONTRACTOR:	\$23,849.97

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 eight hundred forty nine and 97/100 dollars (\$23,849.97) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 19, 2020

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement on December 18, 2019 with the Contractor, Earle Asphalt Company for work and services in relation to the Construction of Traffic Signal Upgrades, Contract 2019B, Brick 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. 2 dated August 19, 2020 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:	\$279,949.88
Less 2% of Total:	\$5,599.00

Subtotal:	\$274,350.88
Less Partial Estimate #1: \$184,498.85	
AMOUNT NOW DUE CONTRACTOR:	\$89,852.03

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 Eighty nine thousand eight hundred fifty two and 03/100 dollars (\$89,852.03) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 19, 2020

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement on January 15, 2020 with the Contractor, Earle Asphalt Company for work and services in relation to the Construction of Horizontal Curve High Friction Surface Treatment, Jackson, Lacey, Manchester, Plumsted and Toms River Townships and Point Pleasant 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. 3 dated August 19, 2020 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:	\$1,709,630.74
Less 2% of Total:	\$34,192.61

Subtotal:	\$1,675,438.13
Less Partial Estimate #1:	\$343,689.68
Less Partial Estimate #2:	\$422,564.75
Total Partial Payments Made to Date:	\$766,254.43
AMOUNT NOW DUE CONTRACTOR:	\$909,183.70

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 Nine hundred nine thousand one hundred eighty three and 70/100 dollars (\$909,183.70) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 19, 2020

WHEREAS, Contract No. B2019-91E was entered into on June 19, 2019 with Marbro, Inc., Contractor, for work and services in relation to the Replacement of Grawtown Road Bridge (Structure No. 1511-009), Grawtown Road Over Dove Mill Branch of Toms River, Jackson Township, Ocean County, New Jersey; and

WHEREAS, during the course of construction minor modifications to the contract have become necessary to improve conditions and due to actual field measured 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

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. 2 to Marbro, Inc. as follows: Extra Work Order in the amount of \$2,607.20 and Reduction Order in the amount of \$36,087.75 in connection with the project known as Replacement of Grawtown Road Bridge (Structure No. 1511-009), Grawtown Road Over Dove Mill Branch of Toms River, Jackson Township, Ocean County, New Jersey.

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

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

R E S O L U T I O N

August 19, 2020

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement dated May 17, 2017 with the Contractor, Edward H. Cray, Inc. for work and services in relation to the Construction of Traffic Signals, Group 2017A, Lakewood 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 Final Estimate No. 4 dated August 19, 2020 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 Final Estimate No. 4 shows:

Total Cost of Construction:	\$438,217.45
Less 2% of Total:	\$0.00

Subtotal:	\$438,217.45
Less Partial Estimate #1:	\$176,236.68
Less Partial Estimate #2:	\$170,745.40
Less Partial Estimate #3:	\$ 25,145.20
Total Partial Payments Made to Date:	\$372,127.28
AMOUNT NOW DUE CONTRACTOR:	\$66,090.17

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 Sixty six thousand ninety and 17/100 dollars (\$66,090.17) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 19, 2020

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement, August 21, 2019 with the Contractor, Midlantic Construction, LLC for work and services in relation to the Replacement of Ridgeway Boulevard Bridge (Structure No. 1518-002), Ridgeway Boulevard Over the Ridgeway Branch of the Toms River, 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. 6 dated August 19, 2020 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. 6 shows:

Total Cost of Construction:	\$977,855.88
Less 2% of Total:	\$19,557.12

Subtotal:	\$958,298.76
Less Partial Estimate #1:	\$257,997.15
Less Partial Estimate #2:	\$ 90,585.34
Less Partial Estimate #3:	\$ 55,723.01
Less Partial Estimate #4:	\$166,771.32
Less Partial Estimate #5:	\$113,469.29
Total Partial Payments Made to Date:	\$684,546.11
AMOUNT NOW DUE CONTRACTOR:	\$273,752.65

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 Two hundred seventy three thousand seven hundred fifty two and 65/100 dollars (\$273,752.65) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

**No Associated
Documents**

RESOLUTION

August 19, 2020

WHEREAS, on August 4, 2020, Hurricane Isaias brought severe weather conditions including hurricane force winds and heavy and sustained rainfall throughout Ocean County; and

WHEREAS, the severe weather conditions caused downed trees and power lines, tornado activity, stream and river flooding, and possible coastal flooding with storm surge; and

WHEREAS, the severe weather conditions may make it difficult or impossible for citizens to obtain the necessities of life, as well as essential services such as police, fire, and first aid; and

WHEREAS, on August 5, 2020, pursuant to the powers vested by Chapter 251 of the laws of 1942 as amended and supplemented, N.J.S.A. App.A:9-30 et seq.; N.J.S.A. 40:48-1 (6); N.J.S.A. 2C:33-1 et seq.; whichever law or laws apply, Ocean County Freeholder Director Joseph H. Vicari and Ocean County Sheriff Michael G. Mastronardy declared a local emergency to exist within the boundaries of the County of Ocean; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF OCEAN, STATE OF NEW JERSEY that it does hereby approve and adopt the Proclamation of the Emergency, a copy of which is attached hereto, subject to compliance with all applicable laws, rules and regulations; and

BE IT FURTHER RESOLVED the County Administrator, or their designee, is hereby authorized to take all measures necessary on behalf of the County of Ocean to efficiently and without delay implement the Emergency Proclamation to protect the health and safety of all County residents; and

BE IT FURTHER RESOLVED the Clerk of Board and the Freeholder Director, or their designee, are hereby authorized to enter into emergency contracts and the Ocean County Purchasing Agent, or their designee, is hereby authorized to issue/award Emergency Purchase Orders pursuant to N.J.S.A. 40A:11-6, N.J.A.C. 5:34-6.1 and Local Finance Notice 2020-06 which requires the immediate delivery of goods or the performance of services during the term of the State of Emergency.

EMERGENCY PROCLAMATION
TO ALL RESIDENTS AND PERSONS WITHIN THE
COUNTY OF OCEAN
NEW JERSEY
AND TO ALL DEPARTMENTS WITHIN THE
COUNTY OF OCEAN
HURRICANE ISAIAS

WHEREAS, the National Weather Service is forecasting that Hurricane Isaias will impact New Jersey beginning on August 4, 2020, bringing the potential for severe weather conditions including hurricane force winds and heavy and sustained rainfall of up to 4 to 6 inches; and

WHEREAS, these severe weather conditions may cause downed trees and power lines, tornado activity, stream and river flooding, and possible coastal flooding with storm surge of 1 to 3 feet; and

WHEREAS, these impending weather conditions may endanger lives, threaten residences and other structures, jeopardize public and private property, cause power outages, disrupt transportation and the flow of traffic in New Jersey, and impede the normal operation of public and private entities; and

WHEREAS, these severe weather conditions may make it difficult or impossible for citizens to obtain the necessities of life, as well as essential services such as police, fire, and first aid; and

WHEREAS, the severe weather has caused massive loss of power through downed power lines, non-working substations, transformers and equipment failure; and

WHEREAS, the loss of power which may last as long as seven (7) days and may cause irreparable harm both physical and economic damage to the general and businesses citizenry of the County of Ocean; and

WHEREAS, this situation constitutes an imminent hazard that threatens and presently endangers the health, safety, and resources of the residents of the State; and

WHEREAS, pursuant to the powers vested by (Chapter 251 of the laws of 1942 as amended and supplemented, N.J.S.A. App.A:9-30 et seq.; N.J.S.A. 40:48-1 (6); N.J.S.A. 2C:33-1 et seq.; whichever law or laws apply, a local emergency is declared to exist within the boundaries of the COUNTY OF OCEAN; and

WHEREAS, the aforesaid laws authorize the promulgation of such orders, rules and regulations as are necessary to meet the various problems which are occurring due to such emergency; and

WHEREAS, by reason of the conditions currently existing in the County of Ocean affecting the health, safety and welfare of the people of the County of Ocean;

WHEREAS, the following areas are designated as potential disaster areas: ALL AREAS AND MUNICIPALITIES within the County of Ocean,

NOW THEREFORE, IN ACCORDANCE WITH the aforesaid laws, it is promulgated and declared that the following regulations be in addition to all other laws of the State of New Jersey and the COUNTY OF OCEAN.

1. The above recitals are incorporated herein as if more fully set forth at length.
2. A State of Emergency hereby exists within the County of Ocean.
3. The County of Ocean, and its Political Subdivisions, shall activate all of those elements of their Emergency Operations Plans deemed necessary to safeguard the public security, health, and welfare, and to coordinate the recovery effort from this emergency with all governmental agencies, volunteer organizations, and the private sector.
4. The County of Ocean, and its Political Subdivisions, in accordance with N.J.S.A. App.A:9-33 et seq., through local law enforcement agencies, to determine the control and direction of the flow of such vehicular traffic on any municipal or county road, including the right to detour, reroute, or divert any or all traffic and to prevent ingress or egress from any area that, in their discretion, is deemed necessary for the protection of the health, safety, and welfare of the public as conditions warrant.
5. In coordination with the Ocean County EMS, Fire and Rescue Coordinators, all First Aid & Rescue Squads and Fire Departments are directed to ensure all stations are adequately staffed to support the anticipated increased call volume. Furthermore, all Fire Departments, Police Departments and First Aid & Rescue Squads will only be permitted to support pre-designated, mutual aid procedures (fire boxes and daily mutual aid). No emergency organization will "self-deploy" to any area outside of Ocean County without the direction and approval of the Ocean County Division of Emergency Management.
6. Protective measures shall include beach replenishment, shore protection measures, removal of floatables, cleaning of storm drains and all other measures to impede the flow of dangerous ocean action and allow for the flow of water to recede.
7. Where and as needed the County of Ocean will clear downed trees, support in restoring power and assisting crews from Jersey Central Power and Light and Atlantic City Electric to restore power to over 150,000 residents of the County of Ocean which currently have none.
8. Where as needed, the County of Ocean will aid and support in the movement and sheltering of evacuees.
9. The County shall be permitted whenever necessary to procure the necessary goods or services, which are not available under contracts currently in existence with the County, without complying with the New Jersey Public Contracts Law (N.J.S.A. 40A:11-6 *et. seq.*), including but not limited to the following:
 - a. to award emergency contracts, including but not limited to emergency contracts or leases for relocation and support of County operations for professional services for purchases of commodities, services, and technology;
 - b. to purchase food, supplies, services and equipment;

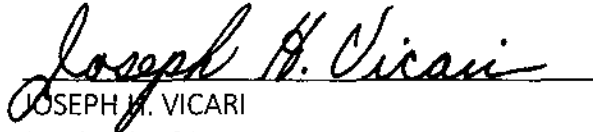
- c. to procure any supplies or equipment required to respond to this State of Emergency.

This declaration will remain in effect until further notice.

Ocean County

Office of Emergency Management

EMERGENCY PROCLAMATION


JOSEPH H. VICARI
Freeholder Director
County of Ocean


Sheriff MICHAEL G. MASTRONARDY
Emergency Management Coordinator
County of Ocean

**No Associated
Documents**

RESOLUTION

August 19, 2020

WHEREAS, it has been determined that certain reserves for miscellaneous Federal and State Grants that have been transferred from the current fund to the grant fund are either closed or should be cancelled; and

WHEREAS, it has been determined that certain outstanding balances of these reserve funds are no longer required; and

WHEREAS, in order to maintain proper accounting and system control procedures, it is necessary to cancel this balance from the Grant Fund.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the grant amount to be canceled will be:

Grant Appropriation	\$107,594.15
Grant Receivable	\$107,593.76
Credit to Surplus	\$0.39

for which supporting documentation is attached hereto.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be made available to the County Auditor, Department of Finance, Planning Board, Engineering Department, Tourism & Business Development, Department of Corrections, Juvenile Services Department and the Office of Senior Services.

COUNTY OF OCEAN
DEPARTMENT OF FINANCE
ANALYSIS OF CANCELLATIONS
FOR EXPIRED GRANT ACCOUNT
RESOLUTION DATED
8/19/2020

Account Number			Account Name	BUDGETED AMOUNT	EXPENDED	RECEIVED	CREDIT (DEBIT) SURPLUS	Appropriation CANCELLED	Receivable CANCELLED
017	810	T087	NJCVA Pumpout Engine Fy19	\$29,000.00	\$23,579.58	\$23,579.58	\$0.00	\$5,420.42	\$5,420.42
017	810	T097	NJCVA Pumpout Repair Fy19	\$9,000.00	\$8,929.95	\$8,929.95	\$0.00	\$70.05	\$70.05
017	814	T093	Subregional Intern Supp Prog	\$15,000.00	\$8,423.91	\$8,423.91	\$0.00	\$6,576.09	\$6,576.09
017	816	T078	2019 Coop Market Sponsor	\$17,250.00	\$17,249.53	\$17,250.00	\$0.47	\$0.47	\$0.00
017	816	U078	Local: 2019 Coop Market	\$4,313.00	\$4,312.88	\$4,313.00	\$0.12	\$0.12	\$0.00
017	817	P042	Clean Community Fy17	\$208,245.00	\$208,245.00	\$208,244.71	(\$0.29)	\$0.00	\$0.29
017	817	R042	Clean Community Fy18	\$199,522.00	\$199,522.00	\$199,521.94	(\$0.06)	\$0.00	\$0.06
017	819	T031	Family Court Services Fy19	\$338,792.00	\$279,480.13	\$279,480.13	\$0.00	\$59,311.87	\$59,311.87
017	819	T084	Program Service Funf Fy19	\$324,867.00	\$290,847.37	\$290,847.37	\$0.00	\$34,019.63	\$34,019.63
017	819	T094	Juvenile Detention Alt Init 19	\$120,000.00	\$117,804.65	\$117,804.65	\$0.00	\$2,195.35	\$2,195.35
017	820	R029	Area Plan III-E Admin Fy18	\$36,194.00	\$36,193.85	\$36,194.00	\$0.15	\$0.15	\$0.00
				\$1,302,183.00	\$1,194,588.85	\$1,194,589.24	\$0.39	\$107,594.15	\$107,593.76

RESOLUTION

August 19, 2020

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; and

WHEREAS, funds for these services are available within the 2020 Budget under the appropriation entitled Prosecutor's Program (FAST).

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 Prosecutor's Program (FAST) from January 1, 2020 to December 31, 2020.
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 (FAST) Officers will be assigned by the Municipalities based upon availability of Officers.
5. Each Prosecutor's Program (FAST) 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 fifty five (\$55) dollars per hour, with a minimum of four hours per callout. Upon exceeding four hours officers will be compensated for each additional hour worked at the aforementioned rate.

BE IT FURTHER RESOLVED, 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

Service Services Agreements

Prosecutor's Program

(F.A.S.T.)

Participating Municipalities:

Township of Barnegat

Borough of Beachwood

Borough of Beach Haven

Township of Berkeley

Township of Brick

Borough of Island Heights

Township of Lacey

Borough of Lakehurst

Borough of Lavallette

Township of Little Egg Harbor

Township of Long Beach

Township of Manchester

Township of Ocean

Borough of Pine Beach

Township of Plumsted

Borough of Point Pleasant

Borough of Point Pleasant Beach

Borough of Seaside Heights

Borough of Seaside Park

Borough of Ship Bottom

Township of Stafford

Borough of South Toms River

Borough of Surf City

Borough of Toms River

Borough of Tuckerton

RESOLUTION

August 19, 2020

WHEREAS, the COUNTY of OCEAN, Ocean County Department of Human Services, Workforce Development Board has funds available to support High School Equivalency Assessment Testing; and

WHEREAS, the Department has requested the Ocean County Board of Chosen Freeholders enter into an Intergovernmental Agreement with the Ocean County College for the provision of said programming; and

WHEREAS, the Ocean County College has agreed to provide said programming to Ocean County residents; and

WHEREAS, funds totaling \$36,000.00 will be appropriated for these services as follows:

Workforce Investment Board	016-205-5070	\$36,000.00.
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NOW, THEREFORE, BE IT RESOLVED by the **Ocean County Board of Chosen Freeholders, STATE OF NEW JERSEY**, that the Freeholder Director and Clerk of the Board are hereby authorized and directed to execute the Intergovernmental Agreement with Ocean County College.

BE IT FURTHER RESOLVED, that the County reserves the right to amend or cancel this agreement at any time during the agreement term of July 1, 2020 to June 30, 2021 if said funds are not available.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution, together with a copy of the Intergovernmental 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.

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 Ocean County College, Ocean County Department of Human Services, Ocean County Comptroller, Ocean County Counsel.

RESOLUTION

August 19, 2020

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 \$20,000.00 to be disbursed as follows:

Road Department

\$20,000.00

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

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

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

2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2020 to December 31, 2020.

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 Jackson, the Department of Finance, County Auditor and Ocean County Road Department.

RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 247R-20

DATE OF ADOPTION: 7-14-2020

TITLE: AUTHORIZE THE EXECUTION OF A SCHEDULE "C" AGREEMENT
BETWEEN THE TOWNSHIP OF JACKSON AND THE COUNTY OF OCEAN UNDER
ITS SCHEDULE "C" PROGRAM FOR CY 2020

Council Member: Bressi presents the following resolution

Seconded by Kern 1 of 1

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8a-1 et seq. authorized the Township of Jackson to enter into a contract for the provision of certain governmental services with the County of Ocean; and

WHEREAS, N.J.S.A. 40:8 a-1 et seq. requires such a contract be authorized by resolution or ordinance; and

WHEREAS, it is the desire of this governing body to authorize the execution of a contract with the County of Ocean for the provision of services, materials and equipment as set forth in Schedule "C" attached hereto.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jackson, County of Ocean, State of New Jersey as follows:

1. That the Mayor and Township Clerk are hereby authorized to execute a Schedule "C" agreement with the County of Ocean in accordance with the provisions of the law to include \$20,000.00 for "Schedule C" Labor and Equipment Rates of the Ocean County Road Department (\$20,000.00). A copy of said agreement is attached hereto and made part hereof as Schedule "C". The Chief Financial Officer has certified that sufficient funding exists for this purpose in Account No. 0-01-26-290-000-115.

2. This agreement shall take effect upon execution by the parties and remain in full force and effect through December 31, 2020.

3. That upon the adoption of the within resolution and execution of the agreement, the Clerk is authorized and directed to forward a certified copy of it together with the executed contract to the Ocean County Board of Chosen Freeholders, Administration, Dept. of Public Works, Township Engineer and any other interested parties.

DATED: 7-14-2020

Janice Kisty
JANICE KISTY, R.M.C.
TOWNSHIP CLERK

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Kenneth Bressi	Stephen Chisholm, Jr.	Martin Flemming	Andrew Kern	Alex Sauickie
YES	✓	✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT					

I, Janice Kisty, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 14th day of July 2020.

RESOLUTION

August 19, 2020

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 Beachwood** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$138,750.00 to be disbursed as follows:

Road Department	\$136,750.00
Engineering Department	\$1,000.00
Vehicle Services	\$1,000.00

WHEREAS, the **Borough of Beachwood** 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 Beachwood** 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, 2020 to December 31, 2020.

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, Engineering account #016-185-4633 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 Beachwood, the Department of Finance, County Auditor, Ocean County Road Department, Ocean County Engineering Department and Vehicle Services.

R2020-209

RESOLUTION OF THE BOROUGH OF BEACHWOOD, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SCHEDULE "C" AGREEMENT WITH THE COUNTY OF OCEAN FOR 2020

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65 et seq. authorized the Borough of Beachwood to enter into a contract for the provision of certain governmental services with the County of Ocean; and

WHEREAS, N.J.S.A. 40A:65 requires such a contract to be authorized by resolution or ordinance; and

WHEREAS, it is the desire of the Governing Body to authorize the execution of a contract with the County of Ocean for the provision of services, materials and equipment as set forth in Schedule "C" attached hereto in the amount of \$138,750.00.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Beachwood, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk are hereby authorized to execute a Schedule "C" agreement with the County of Ocean in accordance with the provisions of the law to include \$136,750.00 for the Road Department, \$1000.00 for the Engineering Department and \$1,000.00 for the Vehicle Services for a total sum and not to exceed \$138,750.00. A copy of the said agreement is attached hereto and made part of hereof as Schedule "C".
2. This agreement is for the period of January 1, 2020 to December 31, 2020.
3. That a copy of this agreement referenced herein shall be kept on file and made available for public inspection in the Municipal Clerk's office during normal business hours.

COUNCIL PERSON	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Cairns			X			
Clayton			X			
Feeney			X			
Komsa			X			
LaCrosse		X	X			
Zakar	X		X			

I, Kathryn Hutchinson, do hereby certify that the foregoing is a true and exact copy of authorization to approve foregoing resolution adopted by the Mayor and Borough Council of Beachwood Borough on July 15, 2020.



Kathryn Hutchinson, RMC, CMG
Municipal Clerk - Borough of Beachwood

RESOLUTION

August 19, 2020

WHEREAS, the County of Ocean has previously submitted a Consolidated Plan and Annual Action Plan for funding; and

WHEREAS, said Plans have been approved for funding by the United States Department of Housing and Urban Development; and

WHEREAS, the County of Ocean created and established the Ocean County CDBG Housing Rehabilitation Program for the purpose of providing financial assistance to low and moderate income households for the correction of health and safety violations and for rehabilitation of qualified improvements to their principal place of residence; and

WHEREAS, the Ocean County Department of Planning is charged with the responsibility of overseeing the program; and

WHEREAS, the program guidelines provide that applicants approved for funding by the Ocean County Department of Planning must execute a Deferred Loan Agreement with the Ocean County Board of Chosen Freeholder; and

WHEREAS, the maximum amount of any deferred loan issued through the Ocean County CDBG Housing Rehabilitation Program shall not exceed \$20,000.00 per dwelling unit; and

WHEREAS, due to unforeseen circumstances, namely to correct additional code and safety violations in the dwelling, it is necessary to exceed the program cap; and

WHEREAS, funding has been allocated to the Ocean County CDBG Housing Rehabilitation Program for deferred loans.

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 a Deferred Loan Agreement on behalf of the Board with the following individual(s) for the amount set forth below:

Recipient:	Jedziniak, Patricia	
Account/Amount:	905-155-9194	\$8,823.45
	905-155-9197	\$18,901.55
Total:		\$27,725.00

In the event unforeseen conditions arise requiring additional work or reduction in work contemplated under the construction agreement which is incorporated in the approved deferred loan agreement and there is insufficient time to present the matter directly to the Board, the Ocean County Planning Department shall be authorized to approve said modifications to the deferred loan agreement(s) approved above. In such cases, the modification to the deferred loan(s) shall be reported promptly to the Board for approval at its next scheduled Board meeting.

2. The Board of Chosen Freeholders further accepts and approves the Construction Agreement executed between the individual/s set forth above and their selected contractor and said construction agreement is made apart of each Deferred Loan Agreement.

PAGE 2

3. The Board of Chosen Freeholders further authorizes the Director and Clerk of the Board to execute legal instruments as required consummating the intent of this resolution.

4. Certified copies of this Resolution shall be forwarded to the Ocean County Department of Planning and the Ocean County Treasurer.

5. **BE IT FURTHER RESOLVED THAT** the appropriate County official is hereby authorized to endorse and cancel the Mortgage Note on record upon receipt of verification that the Deferred Loan has been satisfied.

6. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being **C2020-97**.

RESOLUTION

August 19, 2020

WHEREAS, the County of Ocean has previously submitted a Consolidated Plan and Annual Action Plan for funding; and

WHEREAS, said Plans have been approved for funding by the United States Department of Housing and Urban Development; and

WHEREAS, the County of Ocean created and established the Ocean County CDBG Housing Rehabilitation Program for the purpose of providing financial assistance to low and moderate income households for the correction of health and safety violations and for rehabilitation of qualified improvements to their principal place of residence; and

WHEREAS, the Ocean County Department of Planning is charged with the responsibility of overseeing the program; and

WHEREAS, the program guidelines provide that applicants approved for funding by the Ocean County Department of Planning must execute a Deferred Loan Agreement with the Ocean County Board of Chosen Freeholder; and

WHEREAS, the maximum amount of any deferred loan issued through the Ocean County CDBG Housing Rehabilitation Program shall not exceed \$20,000.00 per dwelling unit; and

WHEREAS, due to unforeseen circumstances, namely to correct additional code and safety violations in the dwelling, it is necessary to exceed the program cap; and

WHEREAS, funding has been allocated to the Ocean County CDBG Housing Rehabilitation Program for deferred loans.

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 a Deferred Loan Agreement on behalf of the Board with the following individual(s) for the amount set forth below:

Recipient:	Alem, Lucia P.	
Account/Amount:	905-155-9197	\$22,043.61
	905-155-9120	\$2,088.39
Total:		\$24,132.00

In the event unforeseen conditions arise requiring additional work or reduction in work contemplated under the construction agreement which is incorporated in the approved deferred loan agreement and there is insufficient time to present the matter directly to the Board, the Ocean County Planning Department shall be authorized to approve said modifications to the deferred loan agreement(s) approved above. In such cases, the modification to the deferred loan(s) shall be reported promptly to the Board for approval at its next scheduled Board meeting.

2. The Board of Chosen Freeholders further accepts and approves the Construction Agreement executed between the individual/s set forth above and their selected contractor and said construction agreement is made apart of each Deferred Loan Agreement.

PAGE 2

3. The Board of Chosen Freeholders further authorizes the Director and Clerk of the Board to execute legal instruments as required consummating the intent of this resolution.

4. Certified copies of this Resolution shall be forwarded to the Ocean County Department of Planning and the Ocean County Treasurer.

5. **BE IT FURTHER RESOLVED THAT** the appropriate County official is hereby authorized to endorse and cancel the Mortgage Note on record upon receipt of verification that the Deferred Loan has been satisfied.

6. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being *C2020-98*.

RESOLUTION

August 19, 2020

WHEREAS, the County of Ocean has previously executed and entered into a Deferred Loan Agreement with **Agnes Traschetti**, whose principal address is **24 Buena Visa Drive, Berkeley Twp, New Jersey 08757** 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 Notes on **May 6, 2020**; and

WHEREAS, the Ocean County Board of Chosen Freeholders previously executed a Deferred Loan Agreement, Mortgage and Mortgage Note Modification on **July 1, 2020**; and

WHEREAS, the Director of the Ocean County Department of Planning together with Affordable Housing Administrators, the program administrator, has recommended that the above referenced Deferred Loan Agreement be modified to increase the loan by **\$259.00** to equal a total loan of **\$21,659.00**; and

WHEREAS, funding has been allocated to the Ocean County **HOME** Housing Rehabilitation Program for deferred loan modifications; and

WHEREAS, the Director of the Ocean County Planning Department and Affordable Housing Administrators, further recommend that the Mortgage and Mortgage Note be modified to reflect the loan increase.

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 Mortgage and Mortgage Note Modification Agreement and the Deferred Loan Agreement Modification attached hereto on behalf of the Ocean County Board of Chosen Freeholders for the amount set forth below:

Account/Amount:	905-155-9204	\$259.00
Total:		\$259.00

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 C2020-70.

RESOLUTION

August 19, 2020

WHEREAS, the Ocean County Board of Chosen Freeholders, by Resolution, dated February 21, 2018, 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:

Michael Hulse

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 participant(s) listed above.
2. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract being number CC2018-54.
3. Copies of this Resolution shall be forwarded to the County Comptroller/CFO, County Auditor, Director of Management and Budget, County Planning Director, County Counsel and OCEAN, Inc.

RESOLUTION

August 19, 2020

WHEREAS, the Freeholder Director and Clerk of the Board were authorized and directed to execute a Mortgage and Mortgage Note Modification and a Deferred Loan Agreement Modification with **Danny J. and Rita Cormier**, whose principal address is **108 Lake Wood Court, Little Egg Harbor, New Jersey 08005** on June 3, 2020 under the Ocean County **HOME** Housing Rehabilitation Program; and

WHEREAS, the Ocean County Board of Chosen Freeholders executed the original Deferred Loan Agreement and Mortgage and Mortgage Note on June 3, 2020; and

WHEREAS, upon further review of the Resolution it has been determined and recommended to this board that an amendment to the Resolution is necessary due to an error in the Account Number referenced; and

WHEREAS, the correct Account Number is as follows:

ORIGINAL ACCOUNT NUMBER	REVISED ACCOUNT NUMBER
905-155-9201	905-155-9204

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 amend the June 3, 2020 resolution to include Amended Account No. 905-155-9204.
2. All other terms and conditions set forth in the Resolution previously adopted by the Board on June 3, 2020 shall continue in full force and effect except as specifically amended and clarified herein.
3. Certified copies of this resolution shall be made available to the Ocean County Department of Planning and the Ocean County Treasurer.

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE COUNTY OF OCEAN'S GENERAL IMPROVEMENT BONDS, SERIES 2020A AUTHORIZED BY BOND ORDINANCES HERETOFORE ADOPTED TO FINANCE VARIOUS GENERAL IMPROVEMENTS IN THE COUNTY OF OCEAN, AND PROVIDING FOR THE FORM, MATURITY DATES AND OTHER DETAILS OF SAID BONDS.

WHEREAS, the Board of Chosen Freeholders of the County of Ocean, New Jersey (the "County") has adopted various bond ordinances described in Section 1 of this Resolution (collectively, the "Ordinances"), authorizing bonds and bond anticipation notes to finance a portion of the cost of the construction and reconstruction of various capital improvements in said County (collectively, the "Project"); and

WHEREAS, it is desirable and necessary to issue the County's general improvement bonds pursuant to the Ordinances, in an aggregate principal amount of \$71,205,000, unless adjusted pursuant to Section 13 hereof, and it is deemed advisable and in the best interests of the County to provide for the sale, form, maturity date and other matters in connection with the bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, NEW JERSEY AS FOLLOWS:

Section 1. Authority for Resolution. Pursuant to the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes (the "Act"), the Board of Chosen Freeholders has previously adopted the following Ordinances on the dates indicated, which Ordinances authorized the issuance of bonds in the amounts indicated, and the Board of Chosen Freeholders has determined to issue at this time, pursuant to each of said Ordinances, the following amounts of bonds:

<u>Ordinance Number</u>	<u>Date Adopted</u>	<u>Purpose</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Usefulness</u>	<u>Maximum Amount of Bonds to be Issued*</u>
2020-2	02/19/20	Engineering, road and bridge improvements	\$3,325,000	20 years	\$3,325,000
2020-3	02/19/20	Bridge rehabilitation and repair	1,900,000	15 years	1,900,000
2020-4	02/19/20	Reconstruction of Prospect Street, Lakewood	2,375,000	20 years	2,375,000
2020-5	02/19/20	Reconstruction of North Hope Chapel Road, Lakewood	2,850,000	20 years	2,850,000
2020-11	04/15/20	Replacement of Colonial Drive South Bridge and Colonial Drive North Bridge, Manchester	4,750,000	30 years	4,750,000
2020-12	04/15/20	Reconstruction of Cedar Swamp Road, Phase II, Jackson	1,900,000	20 years	1,900,000
2020-14	04/15/20	Reconstruction of the Lake Shenandoah Spillway and Bridge, Lakewood	3,325,000	30 years	3,325,000
2020-18	05/20/20	Renovations, replacements and upgrades to the Ocean County Vocational-Technical School District sites and buildings	2,800,000	15 years	2,800,000
2020-19	05/20/20	Reconstruction and upgrades to the 129 Hooper Avenue parking garage, Toms River	3,000,000	15 years	3,000,000
2020-20	06/17/20	Development and construction of the Social Services Complex, Toms River	53,700,000	30 years	53,700,000
2020-22	06/17/20	Restorations and renovations to the Justice Complex Courthouse East and West Wings, Toms River	1,900,000	15 years	\$1,900,000
TOTAL			\$81,825,000		\$81,825,000

*Final Amount of Bonds Issued will be based upon Bond Premium bid

Section 2. Authorization of Bonds. In accordance with the Act, and for the purpose of raising funds to finance the purposes set forth in the Ordinances, there shall be issued bonds of the County in the aggregate principal amount of \$71,205,000, unless adjusted pursuant to Section 13 hereof, pursuant to the Ordinances. All of said bonds shall constitute a single issue for purposes of the Local Bond Law and shall be designated "General Improvement Bonds, Series 2020A" (the "Bonds").

Section 3. Details of Bonds. The Bonds will be issued in the form of one certificate for the aggregate principal amount of bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), which will act as securities depository. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book entry system for recording the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of DTC and its participants. The Bonds will bear interest payable semiannually at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1%, as proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The Bonds shall be substantially in the form as provided in this Resolution, with such omissions, insertions and variations as are properly required. Said Bonds shall be dated the date of delivery, shall bear interest at the rate or rates specified by the successful bidder therefor in accordance with the Notice of Sale hereinafter provided for, said interest to be payable on February 1 and August 1, commencing on February 1, 2021, and shall mature (unless adjusted by the County Comptroller pursuant to Section 13 hereof) on August 1 in the following years and amounts:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2021	2,515,000	2032	3,270,000
2022	2,230,000	2033	3,370,000
2023	2,320,000	2034	3,470,000
2024	2,415,000	2035	3,575,000
2025	2,510,000	2036	3,680,000
2026	2,610,000	2037	3,795,000
2027	2,715,000	2038	3,905,000
2028	2,825,000	2039	4,025,000
2029	2,935,000	2040	4,145,000
2030	3,055,000	2041	4,270,000
2031	3,175,000	2042	4,395,000

Section 4. Certificated Bonds; Successor Securities Depository. In the event the County determines that it is in the best interests of the beneficial owners of the Bonds (the actual purchasers of the bonds) that they be able to obtain certificated bonds, the County may notify DTC of the availability of bond certificates. In such event, the County will appoint a paying agent and the County will issue, transfer and exchange bond certificates as required by DTC and others in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving a reasonable amount of notice in writing to the County and discharging its responsibilities with respect thereto. In the event of such determination, if the County fails to identify another qualified securities depository as successor to DTC, the County will appoint a paying agent and the County will issue and deliver replacement bonds in the form of fully registered certificates. Whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action (a) to make available one or more separate certificates evidencing the bonds to any participant of DTC having bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

Section 5. Redemption. (A) The Bonds maturing prior to August 1, 2031 are not subject to redemption prior to maturity.

(B) The Bonds maturing on or after August 1, 2031 are subject to redemption, at the option of the County prior to maturity and upon notice as hereinafter provided, at any time on or after August 1, 2030, in whole or in part from such maturities as the County shall determine and by lot within a single maturity, at the respective redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

(C) In the event the winning bidder elects to aggregate consecutive principal maturities of the Bonds into one or more term bonds pursuant to Section 11 hereof, then each such term bond shall mature on the final maturity date of such consecutive maturities in an aggregate principal amount equal to the sum of the principal amounts of such consecutive maturities. Each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts that would have been consecutive serial maturities had no term bond designation been made (other than the final such maturity, which shall be the maturity date of such term bond), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(D) When any bonds are to be redeemed, the County shall give or shall arrange to be given notice of the redemption of bonds. Such notice shall specify the maturities of the bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the bonds of any maturity are to be redeemed, the letters and the numbers or other distinguishing marks of such bonds so to be redeemed, and, in the case of a bond to be redeemed in part only, such notice shall also specify the portion of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each bond to be redeemed the principal amount of such bond plus the applicable premium, if any, payable upon the redemption thereof, or the specified portion of the principal thereof in the case of a bond to be redeemed in part only, together with interest accrued to such date, and that from and after such date interest thereon shall cease to accrue and be payable. The County shall mail or cause to be mailed a copy of such notice postage prepaid, not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption, to the registered owner of any bond all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books kept by or on behalf of the County. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC, or its nominee, the County will not be responsible for mailing of notices of redemption to anyone other than DTC, and the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any redemption of bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

(E) Notice having been given in the manner provided above, the bonds or the portions thereof called for redemption and specified in such notice shall become due and payable on the redemption date specified in such notice at the principal amount thereof plus the premium, if any, applicable on such date, plus unpaid interest on such bonds or portions thereof accrued to such date. Upon presentation and surrender thereof at the place or the places specified in such notice, such bonds or portions thereof shall be paid at the principal amount thereof plus the applicable premium, if any, plus unpaid interest on such bonds or portion thereof accrued to such date. If there shall be so called for redemption less than all of a bond, the County shall execute and cause to be delivered, upon the surrender of such bond, without charge to the registered owner thereof, for the unredeemed balance of the principal amount of the bond so surrendered, registered bonds of like designation, interest rate and maturity in any of the authorized denominations. If on such redemption date moneys for the redemption of all the bonds or the portion thereof of any like maturity to be redeemed, together with interest thereon accrued and unpaid to such date, shall be held on behalf of the County so as to be available therefor on such date and if notice of redemption thereof shall have been published as aforesaid, then from and after such redemption date, interest on the bonds or the portions thereof of such maturity so called for redemption shall cease to accrue and to become payable. All moneys held on behalf of the County for the redemption of particular bonds shall be held in trust for the account of the owners of the bonds so to be redeemed.

Section 6. Payment of Bonds. The principal of and the interest on the Bonds will be paid to DTC by or on behalf of the County on their respective due dates. Interest on the Bonds will be credited to the participants of DTC as listed on the records of DTC as of each next preceding January 15 and July 15 (the "Record Dates" for the payment of interest on the bonds).

Section 7. Execution of Bonds. Said Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Freeholder-Director and the Chief Financial Officer and the seal of the Board of Chosen Freeholders shall be affixed, imprinted, engraved or reproduced thereon and attested by the manual signature of the Clerk or a Deputy Clerk of the Board of Chosen Freeholders. If any officer whose signature appears on the Bonds ceases to hold office before the delivery of the bonds, his/her signature shall nevertheless be valid and sufficient for all purposes. In addition, any Bond may bear the signature of, or may be signed by, such persons as at the actual time of the signing of such Bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any Bond shall become mutilated or destroyed, stolen or lost the County shall execute and deliver a new bond of like tenor and amount as the bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated bond and upon surrender of such mutilated bond, or in lieu of and substitution for the bond destroyed, stolen or lost upon filing with the County evidence satisfactory to the County that such bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the County with indemnity satisfactory to it and complying with such other reasonable regulations as the County may prescribe, and paying such expenses as the County may incur in connection therewith.

Section 9. Form of Bonds. Subject to the provisions of this Resolution, each Bond shall be in substantially the following form, with such omissions, insertions, endorsements and variations as may be required by the circumstances and be required or permitted by this Resolution or as may be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

No. _____

\$ _____

United States of America
State of New Jersey
COUNTY OF OCEAN
General Improvement Bond, Series 2020A

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>CUSIP</u>
August 1, _____	_____ %	_____, 2020	

Registered Owner: CEDE & CO.

Principal Sum: _____ DOLLARS

The COUNTY OF OCEAN (hereinafter referred to as the "County"), a political subdivision of the State of New Jersey, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Sum stated above on the Maturity Date specified above, and to pay interest on such Principal Sum from the Dated Date specified above at the Interest Rate per annum specified above, computed upon the basis of a 360 day year consisting of twelve 30 day months and payable on February 1, 2021, and semi-annually thereafter on the first days of August and February in each year until the County's obligation with respect to the payment of such Principal Sum shall be discharged, but only in the case of interest due at or before maturity of this bond. The principal of and the interest on this bond will be paid to Cede & Co. as nominee of The Depository Trust Company. Interest on this bond will be credited to the participants of The Depository Trust Company listed on the records of The Depository Trust Company as of each next preceding January 15 and July 15 (the "Record Dates" for the payment of interest on the bonds).

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of a duly authorized issue of bonds of the County of like date and tenor, except as to number, denomination, interest rate, CUSIP number and maturity date, issued in the aggregate principal amount of \$ _____ under and pursuant to the Local Bond Law of the State of New Jersey and by virtue of a resolution adopted by the County's governing body on _____, 2020 (the "Resolution"), and by virtue of the bond ordinances referred to therein in all respects duly approved and published as required by law.

The bonds maturing prior to August 1, 2031 are not subject to redemption prior to maturity. The bonds maturing on or after August 1, 2031 are subject to redemption, at the option of the County, prior to maturity and upon notice as hereinafter and in the Resolution set forth, at any time on or after August 1, 2030, in whole or in part from such maturities as the County shall determine and by lot within a single maturity, at the respective redemption price of 100% of at the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

[The bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, on August 1 of the years and in the principal amounts specified below, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption:

Year

Principal Amount

*

* Final Maturity.]

When any bonds are to be redeemed, the County shall mail or cause to be mailed a Notice of Redemption, postage prepaid, not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption, to the registered owner of any bond all or a portion of which is to be redeemed, at his last

address, if any, appearing upon the registry books kept by or on behalf of the County, all in the manner and upon the terms and the conditions set forth in the Resolution. If notice of redemption shall have been given as aforesaid, the bonds or the portions thereof specified in such notice shall become due and payable on the redemption date therein designated at the principal amount thereof plus the premium, if any, applicable on such date, plus unpaid interest accrued to such date. If moneys for payment of the principal amount plus premium, if any, of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on the redemption date, then from and after the redemption date interest on such bonds shall cease to accrue and to become payable to the holders entitled to payment thereof on such redemption date. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC or its nominee, the County will not be responsible for mailing of notices of redemption to anyone other than DTC, and the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any redemption of bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

The full faith and credit of the County are hereby pledged for the punctual payment of the principal of and interest on this bond according to its terms.

In the event the County determines that it is in the best interests of the beneficial owners of the bonds (the actual purchasers of the bonds) that they be able to obtain certificated bonds, the County may notify The Depository Trust Company ("DTC") of the availability of bond certificates. In such event, the County will appoint a paying agent and the County will issue, transfer and exchange bond certificates as required by DTC and others in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving a reasonable amount of notice in writing to the County and discharging its responsibilities with respect thereto. In the event of such determination, if the County fails to identify another qualified securities depository as successor to DTC, the County will appoint a paying agent and the County will issue and deliver replacement bonds in the form of fully registered certificates. Whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action (a) to make available one or more separate certificates evidencing the bonds to any participant of DTC having bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed and that the amount and terms of this bond do not exceed any limitation imposed thereon by said Constitution or statutes.

IN WITNESS WHEREOF, the COUNTY OF OCEAN, has caused this bond to be signed by the manual or facsimile signature of its Freeholder-Director and its Chief Financial Officer, the corporate seal of the Board of Chosen Freeholders to be hereunto affixed, imprinted, engraved or reproduced hereon and to be attested by the manual signature of the Clerk or Deputy Clerk of the Board of Chosen Freeholders, all as of the ____ day of September, 2020.

ATTEST:

(SEAL)

Freeholder-Director

Chief Financial Officer

(Deputy) Clerk of the
Board of Chosen Freeholders

Section 10. Sale of Bonds. Proposals for the Bonds will be received by the County on September 15, 2020 until 10:45 a.m., New Jersey time, or at such later date and time as may be established in accordance with Section 14 hereof, by Julie N. Tarrant, the County's Comptroller through the "PARITY Electronic Bid System" (PARITY) in accordance with the terms and conditions set forth in the Notice of Sale authorized herein. Such proposals shall be received and announced at the County Administration Building, Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, in accordance with the Notice of Sale. The Clerk of the Board of Chosen Freeholders is hereby directed to arrange for the publication of the Notice of Sale in *The Asbury Park Press*, a newspaper published and circulating in the County, and for the publication of the Notice of Sale (or summaries thereof as provided by law) in *The Bond Buyer*, and/or such other nationally recognized local government bond marketing publication or electronic information service carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The notice shall be in substantially the following form:

(Form of Notice of Sale)
NOTICE OF SALE
\$71,205,000*
COUNTY OF OCEAN, NEW JERSEY
GENERAL IMPROVEMENT BONDS, SERIES 2020A
(CALLABLE) (BOOK-ENTRY ONLY ISSUE)

ELECTRONIC PROPOSALS will be received and announced by Julie N. Tarrant, Comptroller of the County of Ocean (the "County" or the "Issuer"), at the County Administration Building Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein. The General Improvement Bonds, Series 2020A (the "Bonds" or the "Securities") shall mature (unless adjusted by the County Comptroller as described herein, or aggregated into term bonds as described herein) on August 1 in the following years and amounts:

\$71,205,000* General Improvement Bonds, Series 2020A maturing on August 1 in the principal amounts set forth below:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2021	2,515,000	2032	3,270,000
2022	2,230,000	2033	3,370,000
2023	2,320,000	2034	3,470,000
2024	2,415,000	2035	3,575,000
2025	2,510,000	2036	3,680,000
2026	2,610,000	2037	3,795,000
2027	2,715,000	2038	3,905,000
2028	2,825,000	2039	4,025,000
2029	2,935,000	2040	4,145,000
2030	3,055,000	2041	4,270,000
2031	3,175,000	2042	4,395,000

*subject to adjustment

THE COUNTY IS ALSO SELLING ITS \$13,650,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B (THE "REFUNDING BONDS"). THE COUNTY HAS ISSUED A SEPARATE NOTICE OF SALE FOR THE REFUNDING BONDS. THE TERMS OF EACH NOTICE OF SALE WILL APPLY TO EACH SERIES OF BONDS, RESPECTIVELY.

IF THE COMPETITIVE SALE REQUIREMENTS UNDER THE PROVISIONS OF TREASURY REGULATIONS SECTION 1.148-1(f)(3)(i), INCLUDING THE RECEIPT OF THREE BIDS ARE NOT MET FOR THE BONDS, ALL BIDS WILL BE REJECTED AND THE SALE OF THE BONDS WILL BE CANCELLED.

All Bids (as defined below) must be submitted in their entirety through PARITY until 10:45 a.m., New Jersey time on September 15, 2020 (see "Bidding Details"). To bid, Bidders (as defined below) must submit either (i) a certified, treasurer's or cashier's check or (ii) complete a wire transfer, in either case in the amount of \$1,424,100 (the check or wire transfer being hereinafter referred to as the "Deposit"), to secure the County from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the County prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address:

Julie N. Tarrant, County Comptroller
County of Ocean
Department of Finance
Administration Building
101 Hooper Avenue
Toms River, New Jersey 08754

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions and if the bid is not accepted, the County shall promptly return the Deposit amount to the unsuccessful bidder. **EACH BIDDER MUST PROVIDE THEIR RETURN WIRE INSTRUCTIONS:**

**TD Bank, N.A., Toms River, NJ
ABA#: 031201360
Credit To: County of Ocean
Bill Committee Clearing
Acct# 6855093280**

The use of PARITY shall be at the Bidder's risk and expense, and the County shall have no liability with respect thereto.

If a check is used, it must be a certified, treasurer's or cashier's check payable to the County and such check (together with a name and return address) should be sent to Julie N. Tarrant, County Comptroller, County Administration Building, Department of Finance, 101 Hooper Avenue, Toms River, New Jersey 08754. Checks of unsuccessful bidders will be returned upon the award of the Bonds. Any bidder that does not have a representative present at the bid announcement is requested to include with its good faith deposit overnight packaging or other return envelope for the return of its Deposit (if not the successful bidder). In the absence of other arrangements, the check of any unsuccessful bidder will be returned by certified first class mail to such name and return address as specified by such bidder when such Deposit was provided. By submitting a proposal for the Bonds, each bidder shall be deemed to have accepted any and all risks of loss associated with the return of its Deposit. Upon return of its Deposit, each such unsuccessful bidder shall acknowledge same by signing and returning a receipt to such effect provided by the County. If a wire transfer is used, such transfer must be completed and confirmed received by the County prior to the opening of the bids.

The Deposit of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to comply with the terms of its accepted bid, the Deposit will be retained by the County as liquidated damages. The winning bidder shall not be entitled to any interest earnings in respect of the County.

The Bonds are to be issued in book-entry only form and all bidders for the Bonds must be participants of The Depository Trust Company, New York, New York, or affiliated with its participants. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (collectively, "DTC"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book entry system for recording the interests of its participants or the transfer of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of DTC and its participants.

The Bonds will be dated the date of delivery and will bear interest at the rate or rates of interest per annum specified by the successful bidder therefor in accordance herewith, payable on February 1, 2021 and semiannually thereafter on the first days of August and February in each year until maturity by payment to DTC.

The Bonds maturing on or after August 1, 2031 are subject to redemption, at the option of the County prior to maturity and upon notice as set forth in the Resolution, at any time on or after August 1, 2030, in whole or in part from such maturities as the County shall determine and by lot within a single maturity, at the respective redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

When any bonds are to be redeemed, the County shall mail or cause to be mailed a Notice of Redemption, postage prepaid, not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption, to the registered owner of any bond all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books kept by or on behalf of the County, all in the manner and upon the terms and the conditions set forth in the Resolution. If notice of redemption shall have been given as aforesaid, the bonds or the portions thereof specified in such notice shall become due and payable on the redemption date therein designated at the principal amount thereof plus the premium, if any, applicable on such date, plus unpaid interest accrued to such date. If moneys for payment of the principal amount plus premium, if any, of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on the redemption date, then from and after the redemption date interest on such bonds shall cease to accrue and to become payable to the holders entitled to payment thereof on such redemption date. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC or its nominee, the County will not be responsible for mailing of notices of redemption to anyone other than DTC, and the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any redemption of bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

A bidder may aggregate consecutive principal maturities of the Bonds, for which such bidder bids the same interest rate, into term bonds. Each such term bond shall mature on the final maturity date of such consecutive maturities in an aggregate principal amount equal to the sum of the principal amounts of such

consecutive maturities. Each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts that would have been consecutive serial maturities had no term bond designation been made (other than the final such maturity, which shall be the maturity date of such term bond), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption. Notice of redemption shall be given as provided in the resolution of the County authorizing the Bonds.

For so long as the book-entry form remains in effect and the Bonds are registered in the name of DTC, the County will not be responsible for mailing of notices of redemption to anyone other than DTC.

The Bonds are general obligations of the County and unless paid from other sources the County is authorized and required by law to levy *ad valorem* taxes upon all real property taxable by the County for the payment of the Bonds and the interest thereon without limitation as to rate or amount.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the Bonds of the same maturity. There is no limitation on the number of rates that may be named; provided, however that the minimum coupon named in the proposal must not be lower than three per centum (3%) and the maximum coupon named in the proposal must not be higher than five per centum (5%), and 0% coupons are not permitted. **Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must equal or exceed \$80,461,650 (113%), with a maximum bid price of \$87,582,150 (123%).**

If the competitive sale requirements under the provisions of Treasury Regulations Section 1.148(f)(3)(i), including the receipt of three bids are not met for the Bonds, all bids will be rejected and the sale of the Bonds will be cancelled. If at least three bids for the Bonds are received and the competitive sale requirements under the provisions of Treasury Regulations Section 1.148(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) are met, the Bonds will be awarded to the bidder on whose bids for both the Bonds may be made at the lowest true interest cost. Such true interest cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the Bonds and to the price bid, excluding interest accrued to the delivery date. No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at a true interest cost higher than the lowest true interest cost to the County under any legally acceptable proposal, and if two or more such bidders offer to pay the lowest true interest cost, then the Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the Bonds accrued to the date of payment of the purchase price. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

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

The County reserves the right to postpone, upon not less than 12 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON TM3 NEWS SERVICES, BEFORE 4:00 P.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced through TM3 New Services at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on www.tm3.com at the time the sale date and time are announced.

Within 30 minutes of the award of the Bonds, the County must receive from the successful bidder an email or telecopy (an "Initial Public Offering Price Telecopy") stating the prices at which such successful bidder intends that each stated maturity of the Bonds shall initially be offered to the public, which for this purpose excludes bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers (the "Initial Public Offering Prices"). The successful bidder shall make a bona fide initial public offering of the bonds at the Initial Public Offering Prices stated in their Initial Public Offering Price Telecopy.

The County Comptroller of the County may, up to 24 hours prior to the date of advertised sale of and within 4 hours after the award of the Bonds, adjust the maturity schedule of the Bonds in increments of \$1,000, provided however, that after the award of the Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the Ordinances. **NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICES.** The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not

change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County as stated herein. The County shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered. **The successful bidder may not withdraw its bid as a result of any such adjustment, and shall be bound by the terms thereof.**

It is expected that the Bonds will be delivered to the successful bidder on or about September 29, 2020 at the Freehold, New Jersey offices of GluckWalrath LLP or at such other time or place mutually agreed upon by the purchaser and the County. **AT THE TIME OF DELIVERY OF THE BONDS, THE SUCCESSFUL BIDDER SHALL PROVIDE FOR THE PAYMENT FOR THE BONDS THROUGH THE USE OF IMMEDIATELY AVAILABLE FUNDS.** No interest will be paid upon the deposit made by the successful bidder.

Each electronic proposal must be submitted through PARITY. No bidder will see any other bid, nor will any bidder see the status of its bid relative to other bids—i.e., whether its bid is a leading bid. To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may call PARITY at IPREO at (212) 849-5021. The County may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically through PARITY. In the event that a bid for the Bonds is submitted through PARITY, the bidder further agrees that the County may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various Bonds, the term Bonds, if any, specified, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as though the same information were submitted on the official "Proposal for Bonds" provided by the County and executed by a duly authorized signatory of the bidder. If a bid submitted electronically through PARITY is accepted by the County, the terms of the official "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted through PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

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

The County may choose to discontinue use of electronic bidding through PARITY by issuing a notification to such effect through TM3 News Services, or by other available means, no later than 4:00 p.m., New Jersey Time, on the last business date prior to the bid date.

Once the bids are communicated electronically through PARITY to the County, each bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds," whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

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

Bidders should be aware of the following bidding details ("Bidding Details") associated with the sale of the Bonds:

1. **BIDDERS MUST SUBMIT GOOD FAITH CHECK OR A WIRE TRANSFER IN THE AMOUNT OF \$1,424,100 PAYABLE TO THE COUNTY OF OCEAN NO LATER THAN 10:45 A.M. ON THE DAY OF SALE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS ON THE DAY PRIOR TO THE SALE TO ASSURE RECEIPT OF PAYMENT BY THE COUNTY AT THE FOLLOWING ADDRESS:**

**Julie N. Tarrant, County Comptroller
County of Ocean
Department of Finance
Administration Building
101 Hooper Avenue
Toms River, New Jersey 08754**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE COUNTY.

2. All Bids must be submitted through PARITY. No telephone, telefax, telegraph or personal delivery Bids will be accepted.

3. All Bids for the Bonds must be submitted on an "All or None" ("AON") basis.

4. Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for the Bonds of each maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed three per centum (3%) with a maximum coupon of 5% and 0% coupon not permitted. Each proposal submitted must state the purchase price, which **must equal or exceed \$80,461,650 (113%), with a maximum bid price of \$87,582,150 (123%)**. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost (as such term is defined herein). The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

5. Bidders are only permitted to submit Bids for the Bonds during the bidding period.

Definitions

"Bid" any confirmed purchase offer received by PARITY on or before the proposal submission deadline.

"Bidder" any firm registered and approved for participation in sale.

"Winning Bid" any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest True Interest Cost that is acceptable to the County.

"True Interest Cost" or "TIC" computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery. The True Interest Cost serves as the basis for awarding bonds to winning Bidders.

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

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of a bidder, any purchase of such insurance or commitment therefor shall be at the sole option and expense of the bidder and any increased costs of issuance of the Bonds resulting by reason of such insurance, unless otherwise paid, shall be paid by such bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

The County reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

Establishment of Issue Price

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Securities) will apply to the initial sale of the Securities (the "Competitive Sale Requirements") because:

(1) the County shall disseminate this Notice of Sale to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the County may receive bids from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the County anticipates awarding the sale of the Securities to the bidder who submits a firm offer to purchase the Securities at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

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

In the event that the Competitive Sale Requirements are not satisfied for the Refunding Bonds, all bids will be rejected and the sale of the Refunding Bonds will be cancelled.

In the event that the Competitive Sale Requirements are satisfied, the winning bidder shall assist the County in establishing the issue price of the Securities and shall execute and deliver to the County at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Securities, together with the supporting pricing wires or equivalent communications.

Sales of any Securities to any person that is a related party to an Underwriter shall not constitute sales to the Public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "Public" means any person other than an Underwriter or a related party,
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Securities to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Securities to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Securities to the Public),
- (iii) a purchaser of any of the Securities is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "Sale Date" means the date that the Securities are awarded by the County to the winning bidder.

All actions to be taken by the County under this Notice of Sale to establish the issue price of the Securities may be taken on behalf of the County by the County's financial advisor identified herein and any notice or report to be provided to the County may be provided to the County's financial advisor or Bond Counsel.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the winning bidder thereof to accept delivery of and pay for the Bonds. The County's financial advisor will request the CUSIPs and will provide CUSIP Global Services with the final details of the sale, including the identity of the winning bidder.

The purchaser shall be obligated to furnish to the County, when and if requested prior to the delivery of the Bonds, such information requested by the County as shall be necessary to enable the County to determine the "issue price" of the Bonds as defined in Section 1273 and 1274 of the Internal Revenue Code of 1986, as amended (the "Code").

A Preliminary Official Statement has been prepared and is available for viewing in electronic format on www.i-dealprospectus.com and may also be obtained from the County's financial advisor identified in the last paragraph of this Notice. The Preliminary Official Statement is deemed to be a final official statement, as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the Bonds and (b) amendment. The Preliminary Official Statement, as so revised, will constitute the final "Official Statement". By the submission of bids for the Bonds, the successful bidder contracts for the receipt, within seven (7) business days of the award of the Bonds, of a reasonable number of copies of the final Official Statement at the expense of the County, with any additional copies of the final Official Statement that the successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. In order to complete the final Official Statement, the successful bidder must furnish the following information to the County's financial advisor and Bond Counsel by email or facsimile transmission or overnight delivery received by the County's financial advisor and Bond Counsel within twenty-four (24) hours after the award of the Bonds: (a) initial offering prices (expressed as a price, exclusive of accrued interest, or yield per maturity), and (b) any other material information necessary for the final Official Statement but not known to the County (such as the bidder's purchase of credit enhancement). In addition, the successful bidder must, if requested by the County, furnish a written confirmation of its bid.

The County will undertake to provide certain continuing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. A description of this undertaking is contained in the Preliminary Official Statement under the heading "CONTINUING DISCLOSURE".

The successful bidder will be furnished at the time the Bonds are delivered with: (1) the opinion of GluckWalrath LLP, Freehold, New Jersey, in substantially the form set forth in the Preliminary Official

Statement; and (2) certificates in form satisfactory to said law firm evidencing the proper execution and delivery of the Bonds and receipt of payment therefor and the fact that the Bonds will not be arbitrage bonds within the meaning of the Code; and (3) a certificate, dated as of the date of delivery of the Bonds, and signed by the officers who signed the Bonds, stating that no litigation is then pending or to the knowledge of such officers threatened to restrain or enjoin the issuance or delivery of the Bonds or the levy or collection of taxes to pay the Bonds or the interest thereon, or questioning the validity of the statutes or the proceedings under which the Bonds are issued, and that neither the corporate existence or boundaries of the County nor the title of any of said officers to their respective offices, is being contested; and (4) the County's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

The successful bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Award of the Bonds to the successful bidder or rejection of all bids is expected to be made within two (2) hours after announcement of the bids, but such successful bidder may not withdraw its proposal until after 5:30 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal.

Copies of the Preliminary Official Statement may be obtained from the County's financial advisor, PFM Financial Advisors LLC, 1735 Market Street, 43rd Floor, Philadelphia, PA 19103, Telephone 215-567-6100, Extension: 1484 Attention: Geoffrey Stewart.

DATED: September __, 2020

BY: /s/ Julie N. Tarrant
County Comptroller,
County of Ocean, New Jersey

Section 11. Term Bond Option. As provided in the Notice of Sale, a bidder may aggregate consecutive principal maturities of the Bonds, for which such bidder bids the same interest rate, into term bonds. Each such term bond will be subject to mandatory sinking fund redemption as provided in Section 5(C) hereof, in the amounts and on the dates that would have been consecutive serial maturities had no term bond designation been made.

Section 12. Delegation of Power to Award and Sell Bonds. The County Comptroller is delegated on behalf of the County the power to award and sell the Bonds to the successful bidder. The County Comptroller shall report the results of such sale in writing at the next meeting of the Board of Chosen Freeholders.

Section 13. Adjustment to Maturity Schedule. The County Comptroller is hereby delegated the authority (if the County Comptroller deems it to be in the best interests of the County), up to 24 hours prior to the date of advertised sale and within 4 hours after the award of the Bonds, to adjust the maturity schedule of the Bonds in increments of \$1,000, provided however, that after the award of the Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount of the Ordinances. NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICE. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County. Notice of any such adjustment shall be given to the successful bidder in the manner specified in the Notice of Sale. In the event of any such adjustment, the dollar amount (but not the interest rate or rates) bid by the successful bidder will be adjusted as provided in the Notice of Sale.

Section 14. Postponement of Sale. The County Comptroller is hereby delegated the authority (if the County Comptroller deems it to be in the best interests of the County) (i) to postpone from time to time the sale of the Bonds from the date specified in the Notice of Sale (or, in the case of a rescheduled sale, from such rescheduled date), in each case upon not less than 24 hours' notice, and (ii) to reschedule such sale upon not less than 48 hours' notice. Notice of any such postponement and rescheduling shall be given in the manner specified in the Notice of Sale. In the event of any such postponement and rescheduling, the County Comptroller may (and shall, if required by the Local Bond Law) cause a revised Notice of Sale and/or a revised summary thereof to be prepared and published.

Section 15. Agreements with The Depository Trust Company. The Comptroller is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that this issue of the County's bonds will be eligible for deposit with DTC, and to satisfy any obligations undertaken in connection therewith.

Section 16. Authorization for Official Statement. The Comptroller, Chief Financial Officer, Clerk of the Board of Chosen Freeholders, auditor, bond counsel and other officers, agents and employees of the County are authorized to prepare and distribute information with respect to the County in connection with the sale of the bonds in such form as may be approved by the Comptroller. The preparation and distribution of a Preliminary Official Statement pertaining to the bonds is hereby authorized. The Comptroller is hereby authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Director of the Board of Chosen Freeholders, the County Administrator, the Chief Financial Officer and the Clerk of the Board of Chosen Freeholders are hereby authorized and directed to execute a final official statement relating to the bonds, with such changes, revisions, insertions and omissions from the Preliminary Official Statement as may be approved by the Comptroller.

Section 17. Pledge of County. The full faith and credit of the County of Ocean in the State of New Jersey is hereby pledged for the payment of the principal of and interest on said bonds and said bonds shall be general obligations of the County payable as to principal and interest from *ad valorem* taxes which may be assessed on the taxable property within said County without limitation as to rate or amount.

Section 18. Determination of Average Period of Usefulness. It is hereby determined and stated that the average period of usefulness of the several purposes for which the Bonds are to be issued under the Ordinances described in Section 1 above, according to their respective lives, as determined in said Ordinances, taking into consideration the respective amounts of bonds to be issued for said several purposes, is a period of 26.96 years, computed from the date of said Bonds.

Section 19. Investment of Proceeds of Bonds. The County will make no use of the proceeds of the Bonds which would cause the bonds to be arbitrage bonds; and the County hereby imposes on itself and all officers having custody or control of the proceeds of the bonds, throughout the term of the bonds, the obligation to comply with applicable requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Regulations Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2, and all other applicable regulations of the Internal Revenue Service, so that the Bonds will not be or become arbitrage bonds.

Section 20. Tax Covenants. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, and for no other purpose, the County covenants to comply with each applicable requirement of the Code, applicable to the bonds, and the County covenants not to take any action or fail to take any action which would cause the interest on the bonds to lose the exclusion from gross income for federal income taxation purposes under Section 103 of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the Arbitrage Certificate and Letter of Instructions (the "Letter of Instructions") as to the Code delivered by Bond Counsel on the date of initial issuance and delivery of the Bonds, as such letter may be amended from time to time, as a source of guidance for achieving compliance with the Code.

The County covenants and agrees with the holders of the Bonds that the County shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the bonds, would cause the bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148, respectively, of the Code, or any successor provision.

Section 21. Bonds Not Federally Guaranteed. The County covenants that it will take no action which would cause the Bonds to be federally guaranteed (within the meaning of Section 149(b) of the Code).

Section 22. Continuing Disclosure. A Continuing Disclosure Certificate in substantially the following form is hereby approved, and the County Comptroller is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the County in substantially such form, with such insertions and changes therein as the County Comptroller may approve, such approval to be evidenced by his/her execution thereof:

(Form of Continuing Disclosure Certificate for the Bonds)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the County of Ocean, New Jersey (the "Issuer") in connection with the issuance by the Issuer of \$_____ principal amount of its General Improvement Bonds, Series 2020A (the "Bonds"). The Bonds are being issued pursuant to Bond Ordinances (the "Ordinances") duly adopted by the Board of Chosen Freeholders of the Issuer (the "Board") on various dates, and a resolution duly adopted by the Board on August 19, 2020 (the "Resolution"). The Bonds are dated September __, 2020 and shall mature on August 1 in the years 2020 through 2038, inclusive. The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

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

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

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

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

"Continuing Disclosure Information" shall mean: (i) the Annual Report; (ii) any notice required to be filed with the Repositories pursuant to Section 5 hereof; and (iii) any notice of an event required to be filed with the Repositories pursuant to Section 3(c) hereof.

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

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

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

"MSRB" shall mean the Municipal Bonds Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"National Repository" shall mean the MSRB, through the internet facilities of EMMA, or any other public or private repository or entity that shall hereafter be designated by the SEC as a repository for purposes of the Rule.

"Official Statement" shall mean the Official Statement of the County, dated _____, 2020, relating to the Bonds.

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

"Repository" or "Repositories" shall mean each National Repository and each State Repository, if any.

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

"SEC Release" shall mean Release No. 34-59062, of the SEC, dated December 5, 2008.

"State" shall mean the State of New Jersey.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the SEC. As of the date of this Disclosure Certificate, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 31, 2020, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give

notice of such change to MSRB. Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on the MSRB's Internet Web site, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A, in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

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

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

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
2. The financial information and operating data set forth in the Official Statement (including Appendix A thereto) dated _____, 2020 prepared in connection with the sale of the Bonds, under the captions: "Schedule of Bond and Note Maturities", "Tax Information", "Ocean County Leading Tax Ratables - 2020", "County of Ocean Statement of Statutory Debt Condition _____, 2020", "List of Authorized Debt as of _____, 2020" and "Debt Ratios".

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability. Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds;
7. modifications to rights of Bondholders, if material;
8. Bond Calls, if material and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes.
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order

confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect Bondholders, if material; and
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which a disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall, in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

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

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

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

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

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

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

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

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer

chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

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

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

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

Dated: _____, 2020

COUNTY OF OCEAN, NEW JERSEY

By: _____
Julie N. Tarrant, County Comptroller

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: County of Ocean, New Jersey

Name of Bond Issue: \$_____ General Improvement Bonds, Series 2020A

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2020. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____, 20__

COUNTY OF OCEAN, NEW JERSEY

By: _____
Name:
Title:

Section 23. Defeasance. (A) If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owner of all bonds the principal and the redemption premium, if applicable, and the interest due or to become due thereon at the times and in the manner stipulated therein and in this Resolution, then, at the option of the County, the pledge of the County contained herein and all covenants, agreements and other obligations of the County to the owners of the bonds thereupon shall cease, shall terminate, shall become void and shall be discharged and satisfied. In such event and upon the request of the County, any paying agent shall pay over or shall deliver to the County all moneys, funds or securities held by them pursuant to this Resolution that are not required for the payment of the principal of or premium and interest due or to become due on the bonds. If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owners of all outstanding bonds of a particular maturity the principal of and the redemption premium, if any, and interest due or to become due thereon, at the time and in the manner stipulated therein and in this Resolution, such bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and all covenants, agreements

and obligations of the County to the owners of such bonds shall thereupon cease, shall terminate and shall become void and be discharged and satisfied.

(B) Bonds or interest installments for the payment or the redemption of which moneys shall have been deposited with any bank, trust company or national banking association serving as escrow agent (the "Escrow Agent") by or on behalf of the County whether at or prior to the maturity or the redemption date of such bonds, shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section. All outstanding bonds or any maturity of the bonds shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section if (1) in case any of such bonds are to be redeemed on any date prior to their maturity, the County shall have given to the Escrow Agent irrevocable instruction to publish notice of redemption of such bonds on such date, (2) there shall have been deposited with the Escrow Agent either moneys in an amount that shall be sufficient or direct obligations of the United States of America or securities unconditionally guaranteed as to the timely payment by the United States of America not redeemable at the option of the issuer the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient, to pay when due the principal and any redemption premium and the interest due and to become due on such bonds on and prior to the redemption date or the maturity date thereof, as the case may be, and (3) in the event such bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the County shall have given the Escrow Agent in form satisfactory to it irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven (7) days between publications, in a publication devoted primarily to financial news or the subject of state and municipal bonds and published in the City of New York or in New Jersey a notice to the owners of such bonds that the deposit required by clause (2) above has been made with the Escrow Agent and that such bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for payment of the principal of and the redemption premium, if any, on such bonds. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC or its nominee, the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any advance refunding of the bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

Section 24. Effective Date. This Resolution shall take effect upon adoption hereof.

The foregoing resolution was adopted by the following vote:

AYES:
NAYES:

CERTIFICATE

I, Mary Ann Cilento, Clerk of the Board of Chosen Freeholders of the County of Ocean, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the County duly called and held on August 19, 2020 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the County this ____ day of _____, 2020.

Mary Ann Cilento, Clerk of the Board of Chosen Freeholders

[SEAL]

**RESOLUTION PROVIDING FOR THE ISSUANCE AND
SALE OF THE COUNTY OF OCEAN'S GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2020B
AUTHORIZED BY A REFUNDING BOND ORDINANCE
HERETOFORE ADOPTED, AND PROVIDING FOR
THE FORM, MATURITY DATES AND OTHER
DETAILS OF SAID REFUNDING BONDS.**

WHEREAS, the Board of Chosen Freeholders of the County of Ocean, New Jersey (the "County") has adopted a refunding bond ordinance on August 19, 2020 (the "Ordinance"), providing for the refunding of all or a portion of the County's General Improvement Bonds, Series 2011 (the "Refunded Bonds") as reflected in the Ordinance; and

WHEREAS, in accordance with the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes (the "Local Bond Law"), the County desires to (i) authorize and approve the sale and issuance of refunding bonds (the "Refunding Bonds"); and (ii) specify and determine certain terms and conditions with respect to the Refunding Bonds and the sale thereof in accordance with the provisions of the Local Bond Law and N.J.S.A. 40A:2-51 and N.J.A.C. 5:30-2.5 (which does not require the approval of the Local Finance Board of the Department of Community Affairs of the State of New Jersey, provided the conditions therein are satisfied).

NOW, THEREFORE, BE IT RESOLVED BY NOT LESS THAN TWO THIRDS OF THE FULL MEMBERSHIP OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, NEW JERSEY AS FOLLOWS:

SECTION 1. Authority for Resolution. Pursuant to the Local Bond Law, the Board of Chosen Freeholders has adopted the Ordinance and has determined to issue at this time, pursuant to the Ordinance, the Refunding Bonds.

SECTION 2. Authorization of Refunding Bonds. In accordance with the Local Bond Law, there shall be issued refunding bonds of the County pursuant to the provisions of the Ordinance and this Resolution. The Refunding Bonds shall constitute a single issue and shall be designated "General Obligation Refunding Bonds, Series 2020B".

SECTION 3. Details of Refunding Bonds. The Refunding Bonds will be issued in the form of one certificate for the aggregate principal amount of bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of DTC and its participants. The bonds will bear interest payable semiannually at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1%, as proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The bonds shall be substantially in the form as provided in this Resolution, with such omissions, insertions and variations as are properly required. The Refunding Bonds shall be dated the date of delivery, shall bear interest at the rate or rates specified by the successful bidder therefor in accordance with the Notice of Sale hereinafter provided for, said interest to be payable on February 1 and August 1, commencing on February 1, 2021, and shall mature (unless adjusted by the County Comptroller pursuant to Section 15 hereof) on August 1 in the following years and amounts:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2021	\$1,075,000	2027	\$1,280,000
2022	1,030,000	2028	1,335,000
2023	1,075,000	2029	1,390,000
2024	1,120,000	2030	1,445,000
2025	1,170,000	2031	1,510,000
2026	1,220,000		

SECTION 4. Certificated Refunding Bonds; Successor Securities Depository. In the event the County determines that it is in the best interests of the beneficial owners of the bonds (the actual purchasers of the bonds) that they be able to obtain certificated bonds, the County may notify DTC of the availability of bond certificates. In such event, the County will appoint a paying agent and the County will issue, transfer and

exchange bond certificates as required by DTC and others in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving a reasonable amount of notice in writing to the County and discharging its responsibilities with respect thereto. In the event of such determination, if the County fails to identify another qualified securities depository as successor to DTC, the County will appoint a paying agent and the County will issue and deliver replacement bonds in the form of fully registered certificates. Whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action (a) to make available one or more separate certificates evidencing the bonds to any participant of DTC having bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

SECTION 5. Redemption. (A) The Refunding Bonds are not subject to optional redemption prior to maturity.

(B) In the event the winning bidder elects to aggregate consecutive principal maturities of the bonds into one or more term bonds pursuant to Section 12 hereof, then each such term bond shall mature on the final maturity date of such consecutive maturities in an aggregate principal amount equal to the sum of the principal amounts of such consecutive maturities. Each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts that would have been consecutive serial maturities had no term bond designation been made (other than the final such maturity, which shall be the maturity date of such term bond), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(C) When any Refunding Bonds are to be redeemed, the County shall give or shall arrange to be given notice of the redemption of such bonds. Such notice shall specify the maturities of the bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the bonds of any maturity are to be redeemed, the letters and the numbers or other distinguishing marks of such bonds so to be redeemed, and, in the case of a bond to be redeemed in part only, such notice shall also specify the portion of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each bond to be redeemed the principal amount of such bond plus the applicable premium, if any, payable upon the redemption thereof, or the specified portion of the principal thereof in the case of a bond to be redeemed in part only, together with interest accrued to such date, and that from and after such date interest thereon shall cease to accrue and be payable. The County shall mail or cause to be mailed a copy of such notice postage prepaid, not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption, to the registered owner of any bond all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books kept by or on behalf of the County. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC, or its nominee, the County will not be responsible for mailing of notices of redemption to anyone other than DTC, and the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any redemption of bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

(D) Notice having been given by the manner provided above, the bonds or the portions thereof called for redemption and specified in such notice shall become due and payable on the redemption date specified in such notice at the principal amount thereof plus the premium, if any, applicable on such date, plus unpaid interest on such bonds or portions thereof accrued to such date. Upon presentation and surrender thereof at the place or the places specified in such notice, such bonds or portions thereof shall be paid at the principal amount thereof plus the applicable premium, if any, plus unpaid interest on such bonds or portion thereof accrued to such date. If there shall be so called for redemption less than all of a bond, the County shall execute and cause to be delivered, upon the surrender of such bond, without charge to the registered owner thereof, for the unredeemed balance of the principal amount of the bond so surrendered, registered bonds of like designation, interest rate and maturity in any of the authorized denominations. If on such redemption date moneys for the redemption of all the bonds or the portion thereof of any like maturity to be redeemed, together with interest thereon accrued and unpaid to such date, shall be held on behalf of the County so as to be available therefor on such date and if notice of redemption thereof shall have been published as aforesaid, then from and after such redemption date, interest on the bonds or the portions thereof of such maturity so called for redemption shall cease to accrue and to become payable. All moneys held on behalf of the County for the redemption of particular bonds shall be held in trust for the account of the owners of the bonds so to be redeemed.

SECTION 6. Payment of Refunding Bonds. The principal of and the interest on the bonds will be paid to DTC by or on behalf of the County on their respective due dates. Interest on the bonds will be credited to the participants of DTC as listed on the records of DTC as of each next preceding January 15 and July 15 (the "Record Dates" for the payment of interest on the bonds).

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Freeholder-Director and the Chief Financial Officer and the seal of the Board of Chosen Freeholders shall be affixed, imprinted, engraved or reproduced thereon and attested by the manual signature of the Clerk or a Deputy Clerk of the Board of Chosen Freeholders. If any officer whose signature appears on the bonds ceases to hold office before the delivery of the bonds, his/her signature shall nevertheless be valid and sufficient for all purposes. In addition, any bond may bear the signature of, or may be signed by, such persons as at the actual time of the signing of such bond shall be the

proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

SECTION 8. Appointment of Verification Agent. Holman Frenia & Allison, P.C., Toms River, New Jersey is hereby appointed Verification Agent in connection with the Refunding Bonds.

SECTION 9. Appointment of Escrow Agent and Bidding Agent. TD Bank, National Association, Cherry Hill, New Jersey, is hereby appointed as escrow agent for the Refunded Bonds (the "Escrow Agent"). The Escrow Agent shall accept and carry out its duties and obligations as Escrow Agent upon the terms and provisions which are set forth in the Escrow Deposit Agreement in connection with the refunding of the Refunded Bonds, a copy of which is attached hereto as Exhibit A and which by this reference is made a part hereof as if set forth in full herein (the "Escrow Deposit Agreement"). The appropriate representatives of the County (including specifically the Comptroller/Chief Financial Officer) are authorized and directed to take all steps which are necessary or convenient to effectuate the terms of this Resolution, including, but not limited to, the execution of the Escrow Deposit Agreement on behalf of the County, with such changes as are deemed necessary or appropriate. PFM Asset Management LLC, Harrisburg, Pennsylvania, is hereby authorized on behalf of the County to apply for US Treasury Obligations, State and Local Government Series and is appointed as bidding agent of the County to the extent open market treasury securities are purchased for the escrow fund for the Refunded Bonds.

SECTION 10. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any bond shall become mutilated or destroyed, stolen or lost the County shall execute and deliver a new bond of like tenor and amount as the bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated bond and upon surrender of such mutilated bond, or in lieu of and substitution for the bond destroyed, stolen or lost upon filing with the County evidence satisfactory to the County that such bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the County with indemnity satisfactory to it and complying with such other reasonable regulations, as the County may prescribe and paying such expenses as the County may incur in connection therewith.

SECTION 11. Form of Refunding Bonds. Subject to the provisions of this Resolution, each Refunding Bond shall be in substantially the following form, with such omissions, insertions, endorsements and variations as may be required by the circumstances and be required or permitted by this Resolution or as may be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Refunding Bond)

No. R - _____ \$ _____

United States of America
State of New Jersey
COUNTY OF OCEAN
General Obligation Refunding Bond, Series 2020B

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>CUSIP</u>
August 1, _____	_____ %	September __, 2020	
Registered Owner:	CEDE & CO.		
Principal Sum:	_____ DOLLARS		

The COUNTY OF OCEAN (hereinafter referred to as the "County"), a political subdivision of the State of New Jersey, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Sum stated above on the Maturity Date specified above, and to pay interest on such Principal Sum from the Dated Date specified above at the Interest Rate per annum specified above, computed upon the basis of a 360 day year consisting of twelve 30 day months and payable on February 1, 2021, and semi-annually thereafter on the first days of August and February in each year until the County's obligation with respect to the payment of such Principal Sum shall be discharged, but only in the case of interest due at or before maturity of this bond. The principal of and the interest on this bond will be paid to Cede & Co., as nominee of The Depository Trust Company ("DTC"). Interest on this bond will be credited to the participants of DTC listed on the records of DTC as of each next preceding January 15 and July 15 (the "Record Dates" for the payment of interest on the bonds).

This bond is not transferrable as to principal or interest except to an authorized nominee of DTC. DTC shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of a duly authorized issue of bonds of the County of like date and tenor, except as to number, denomination, interest rate, CUSIP number and maturity date, issued in the aggregate principal amount of \$ _____ under and pursuant to the Local Bond Law of the State of New Jersey and by virtue of a

resolution adopted by the County's governing body on August 19, 2020 (the "Resolution"), and by virtue of the bond ordinance referred to therein in all respects duly approved and published as required by law.

The Refunding Bonds are not subject to optional redemption prior to maturity.

[The bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, on August 1 of the years and in the principal amounts specified below, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption:

Year

Principal Amount

*

* Final Maturity.]

When any bonds are to be redeemed, the County shall mail or cause to be mailed a Notice of Redemption, postage prepaid, not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption, to the registered owner of any bond all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books kept by or on behalf of the County, all in the manner and upon the terms and the conditions set forth in the Resolution. If notice of redemption shall have been given as aforesaid, the bonds or the portions thereof specified in such notice shall become due and payable on the redemption date therein designated at the principal amount thereof plus the premium, if any, applicable on such date, plus unpaid interest accrued to such date. If moneys for payment of the principal amount plus premium, if any, of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on the redemption date, then from and after the redemption date interest on such bonds shall cease to accrue and to become payable to the holders entitled to payment thereof on such redemption date. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC or its nominee, the County will not be responsible for mailing of notices of redemption to anyone other than DTC, and the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any redemption of bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

The full faith and credit of the County are hereby pledged for the punctual payment of the principal of and interest on this bond according to its terms.

In the event the County determines that it is in the best interests of the beneficial owners of the bonds (the actual purchasers of the bonds) that they be able to obtain certificated bonds, the County may notify DTC of the availability of bond certificates. In such event, the County will appoint a paying agent and the County will issue, transfer and exchange bond certificates as required by DTC and others in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving a reasonable amount of notice in writing to the County and discharging its responsibilities with respect thereto. In the event of such determination, if the County fails to identify another qualified securities depository as successor to DTC, the County will appoint a paying agent and the County will issue and deliver replacement bonds in the form of fully registered certificates. Whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action (a) to make available one or more separate certificates evidencing the bonds to any participant of DTC having bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed and that the amount and terms of this bond do not exceed any limitation imposed thereon by said Constitution or statutes.

IN WITNESS WHEREOF, the COUNTY OF OCEAN, has caused this bond to be signed by the manual or facsimile signature of its Freeholder-Director and its Chief Financial Officer, the corporate seal of the Board of Chosen Freeholders to be hereunto affixed, imprinted, engraved or reproduced hereon and to be attested by the manual signature of the Clerk or Deputy Clerk of the Board of Chosen Freeholders, all as of the ____ day of ____, 2020.

ATTEST:

(SEAL)

Freeholder-Director

Chief Financial Officer

(Deputy) Clerk of the
Board of Chosen Freeholders

SECTION 12. Sale of Refunding Bonds. The Refunding Bonds will be sold on September 15, 2020 until 11:15 a.m., New Jersey time, or at such later date and time as may be established in accordance with Section 16 hereof, by Julie N. Tarrant, the County's Comptroller through the "PARITY Electronic Bid System" (PARITY) in accordance with the terms and conditions set forth in the Notice of Sale authorized herein. Such proposals shall be received and announced at the County Administration Building, Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, in accordance with the Notice of Sale. The Clerk of the Board of Chosen Freeholders is hereby directed to arrange for the publication of the Notice of Sale in *The Asbury Park Press*, a newspaper published and circulating in the County, and for the publication of the Notices of Sale (or summaries thereof as provided by law) in *The Bond Buyer*, and/or such other nationally recognized local government bond marketing publication or electronic information service carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The notice shall be in substantially the following form:

(Form of Notice of Sale)

NOTICE OF SALE

\$13,650,000*

**COUNTY OF OCEAN, NEW JERSEY
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B
(BOOK-ENTRY ONLY ISSUE)**

ELECTRONIC PROPOSALS will be received and announced by Julie N. Tarrant, Comptroller of the County of Ocean (the "County"), at the County Administration Building Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein. The Refunding Bonds shall mature (unless adjusted by the County Comptroller as described herein, or aggregated into term bonds as described herein) on August 1 in the following years and amounts:

\$13,650,000* General Obligation Refunding Bonds, Series 2020B maturing on August 1 in the principal amounts set forth below:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2021	\$1,075,000	2027	\$1,280,000
2022	1,030,000	2028	1,335,000
2023	1,075,000	2029	1,390,000
2024	1,120,000	2030	1,445,000
2025	1,170,000	2031	1,510,000
2026	1,220,000		

*subject to adjustment.

THE COUNTY IS ALSO SELLING ITS \$71,205,000* GENERAL IMPROVEMENT BONDS, SERIES 2020A (THE "NEW MONEY BONDS"). THE COUNTY HAS ISSUED A SEPARATE NOTICE OF SALE FOR THE NEW MONEY BONDS. THE TERMS OF EACH NOTICE OF SALE WILL APPLY TO EACH SERIES OF BONDS, RESPECTIVELY.

IF THE COMPETITIVE SALE REQUIREMENTS UNDER THE PROVISIONS OF TREASURY REGULATIONS SECTION 1.148-1(f)(3)(i), INCLUDING THE RECEIPT OF THREE BIDS ARE NOT

MET FOR THE BONDS, ALL BIDS WILL BE REJECTED AND THE SALE OF THE BONDS WILL BE CANCELLED.

All Bids (as defined below) must be submitted in their entirety through PARITY until 11:15 a.m., New Jersey time on September 15, 2020 (see "Bidding Details"). To bid, Bidders (as defined below) must submit either (i) a certified, treasurer's or cashier's check or (ii) complete a wire transfer, in either case in the amount of \$273,000 (the check or wire transfer being hereinafter referred to as the "Deposit"), to secure the County from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the County prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address:

**Julie N. Tarrant, County Comptroller
County of Ocean
Department of Finance
Administration Building
101 Hooper Avenue
Toms River, New Jersey 08754**

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions and if the bid is not accepted, the County shall promptly return the Deposit amount to the unsuccessful bidder:

**TD Bank, N.A., Toms River, NJ
ABA#: 031201360
Credit To: County of Ocean
Bill Committee Clearing
Acct# 6855093280**

The use of PARITY shall be at the Bidder's risk and expense, and the County shall have no liability with respect thereto.

If a check is used, it must be a certified, treasurer's or cashier's check payable to the County and such check (together with a name and return address) should be sent to Julie N. Tarrant, County Comptroller, County Administration Building, Department of Finance, 101 Hooper Avenue, Toms River, New Jersey 08754. Checks of unsuccessful bidders will be returned upon the award of the Refunding Bonds. Any bidder that does not have a representative present at the bid announcement is requested to include with its good faith deposit overnight packaging or other return envelope for the return of its Deposit (if not the successful bidder). In the absence of other arrangements, the check of any unsuccessful bidder will be returned by certified first class mail to such name and return address as specified by such bidder when such Deposit was provided. By submitting a proposal for the Refunding Bonds, each bidder shall be deemed to have accepted any and all risks of loss associated with the return of its Deposit. Upon return of its Deposit, each such unsuccessful bidder shall acknowledge same by signing and returning a receipt to such effect provided by the County. If a wire transfer is used, such transfer must be completed and confirmed received by the County prior to the opening of the bids.

The Deposit of the winning bidder will be applied to the purchase price of the Refunding Bonds. In the event the winning bidder fails to comply with the terms of its accepted bid, the Deposit will be retained by the County as liquidated damages. The winning bidder shall not be entitled to any interest earnings in respect of the County.

The Refunding Bonds are to be issued in book-entry only form and all bidders for the Refunding Bonds must be participants of The Depository Trust Company, New York, New York, or affiliated with its participants. The Refunding Bonds will be issued in the form of one certificate for the aggregate principal amount of each maturity and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (collectively, "DTC"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfer of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Refunding Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of DTC and its participants.

The Refunding Bonds will be dated the date of delivery and will bear interest at the rate or rates of interest per annum specified by the successful bidder therefor in accordance herewith, payable on February 1, 2021 and semiannually thereafter on the first days of August and February in each year until maturity by payment to DTC.

The Refunding Bonds are not subject to optional redemption prior to maturity.

When any bonds are to be redeemed, the County shall mail or cause to be mailed a Notice of Redemption, postage prepaid, not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption, to the registered owner of any bond all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books kept by or on behalf of the County, all in the manner and

upon the terms and the conditions set forth in the Resolution. If notice of redemption shall have been given as aforesaid, the bonds or the portions thereof specified in such notice shall become due and payable on the redemption date therein designated at the principal amount thereof plus the premium, if any, applicable on such date, plus unpaid interest accrued to such date. If moneys for payment of the principal amount plus premium, if any, of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on the redemption date, then from and after the redemption date interest on such bonds shall cease to accrue and to become payable to the holders entitled to payment thereof on such redemption date. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC or its nominee, the County will not be responsible for mailing of notices of redemption to anyone other than DTC, and the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any redemption of bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

A bidder may aggregate consecutive principal maturities of the Refunding Bonds, for which such bidder bids the same interest rate, into term bonds. Each such term bond shall mature on the final maturity date of such consecutive maturities in an aggregate principal amount equal to the sum of the principal amounts of such consecutive maturities. Each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts that would have been consecutive serial maturities had no term bond designation been made (other than the final such maturity, which shall be the maturity date of such term bond), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption. Notice of redemption shall be given as provided in the resolution of the County authorizing the Refunding Bonds.

For so long as the book-entry form remains in effect and the Refunding Bonds are registered in the name of DTC, the County will not be responsible for mailing of notices of redemption to anyone other than DTC.

The Refunding Bonds are general obligations of the County and, unless paid from other sources, the County is authorized and required by law to levy *ad valorem* taxes upon all real property taxable by the County for the payment of the Bonds and the interest thereon without limitation as to rate or amount.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Refunding Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the Refunding Bonds of the same maturity. There is no limitation on the number of rates that may be named; provided, however that the minimum coupon named in the proposal must not be lower than three per centum (3%) and the maximum coupon named in the proposal must not be higher than five per centum (5%), and 0% coupons are not permitted. **Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must equal or exceed \$15,697,500 (115%), with a maximum bid price of \$17,062,500 (125%).**

If the competitive sale requirements under the provisions of Treasury Regulations Section 1.148(f)(3)(i), including the receipt of three bids are not met for the Bonds, all bids will be rejected and the sale of the Bonds will be cancelled. If at least three bids for the Bonds are received and the competitive sale requirements under the provisions of Treasury Regulations Section 1.148(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) are met, the Bonds will be awarded to the bidder on whose bids for both the Bonds may be made at the lowest true interest cost. Such true interest cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery date. No proposal shall be considered that offers to pay an amount less than the principal amount of the Refunding Bonds offered for sale or under which the total loan is made at a true interest cost higher than the lowest true interest cost to the County under any legally acceptable proposal, and if two or more such bidders offer to pay the lowest true interest cost, then the Refunding Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the Refunding Bonds accrued to the date of payment of the purchase price. PURSUANT TO THE LOCAL BOND LAW AND THE RULES AND REGULATIONS OF THE LOCAL FINANCE BOARD PROMULGATED THEREUNDER, THE COUNTY WILL NOT AWARD THE REFUNDING BONDS UNLESS THE PROPOSAL SUBMITTED ACHIEVES A MINIMUM 3% IN NET PRESENT VALUE SAVINGS ON THE REFUNDED BONDS. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

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

The County reserves the right to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON TM3 NEWS SERVICES, BEFORE 4:00 P.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced through TM3 News Services at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Refunding Bonds in conformity in all respects with the

provisions of the Notice of Sale, except for the date of sale and except for the changes announced on www.tm3.com at the time the sale date and time are announced.

Within 30 minutes of the award of the bonds, the County must receive from the successful bidder an email or telecopy (an "Initial Public Offering Price Telecopy") stating the prices at which such successful bidder intends that each stated maturity of the bonds shall initially be offered to the public, which for this purpose excludes bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers (the "Initial Public Offering Prices"). The successful bidder shall make a bona fide initial public offering of all of the bonds at the Initial Public Offering Prices stated in their Initial Public Offering Price Telecopy.

The County Comptroller of the County may, up to 24 hours prior to the date of advertised sale of and within 4 hours after the award of the Refunding Bonds, adjust the maturity schedule of the Refunding Bonds in increments of \$5,000, provided however, that after the award of the Refunding Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the Ordinance. **NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE REFUNDING BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICES.** The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County as stated herein. The County shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the Refunding Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered. **The successful bidder may not withdraw its bid as a result of any such adjustment, and shall be bound by the terms thereof.**

It is expected that the Refunding Bonds will be delivered to the successful bidder on or about September 29, 2020 at the Freehold, New Jersey offices of GluckWalrath LLP or at such other time or place mutually agreed upon by the purchaser and the County. **AT THE TIME OF DELIVERY OF THE REFUNDING BONDS, THE SUCCESSFUL BIDDER SHALL PROVIDE FOR THE PAYMENT FOR THE REFUNDING BONDS THROUGH THE USE OF IMMEDIATELY AVAILABLE FUNDS.** No interest will be paid upon the deposit made by the successful bidder.

Each electronic proposal must be submitted through PARITY. No bidder will see any other bid, nor will any bidder see the status of its bid relative to other bids—i.e., whether its bid is a leading bid. To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may call PARITY at IPREO at (212) 849-5021. The County may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically through PARITY. In the event that a bid for the Refunding Bonds is submitted through PARITY, the bidder further agrees that the County may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Refunding Bonds, the interest rate or rates to be borne by the Refunding Bonds, the term Bonds, if any, specified, the initial public offering price of each maturity of the Refunding Bonds and any other information included in such transmission) as though the same information were submitted on the official "Proposal for Bonds" provided by the County and executed by a duly authorized signatory of the bidder. If a bid submitted electronically through PARITY is accepted by the County, the terms of the official "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted through PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

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

The County may choose to discontinue use of electronic bidding through PARITY by issuing a notification to such effect through TM3 News Services, or by other available means, no later than 4:00 p.m., New Jersey Time, on the last business date prior to the bid date.

Once the bids are communicated electronically through PARITY to the County, each bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Refunding Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds," whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor IPREO shall have any duty or obligation to any bidder, or be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The County is using PARITY as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Refunding Bonds. By using PARITY each bidder agrees to hold the County harmless

for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Refunding Bonds.

Bidders should be aware of the following bidding details ("Bidding Details") associated with the sale of the Refunding Bonds:

1. **BIDDERS MUST SUBMIT GOOD FAITH CHECK OR WIRE TRANSFER IN THE AMOUNT OF \$273,000 PAYABLE TO THE COUNTY OF OCEAN NO LATER THAN 11:15 A.M. ON THE DAY OF SALE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS ON THE DAY PRIOR TO THE SALE TO ASSURE RECEIPT OF PAYMENT BY THE COUNTY AT THE FOLLOWING ADDRESS:**

**Julie N. Tarrant, County Comptroller
County of Ocean
Department of Finance
Administration Building
101 Hooper Avenue
Toms River, New Jersey 08754**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE COUNTY.

2. All Bids must be submitted through PARITY. No telephone, telefax, telegraph or personal delivery Bids will be accepted.

3. All Bids for the Refunding Bonds must be submitted on an "All or None" ("AON") basis.

4. Each proposal submitted must name the rate or rates of interest per annum to be borne by the Refunding Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for each Refunding Bond. There is no limitation on the number of rates that may be named; provided, however that the minimum coupon named in the proposal must not be lower than three per centum (3%) and the maximum coupon named in the proposal must not be higher than five per centum (5%), and 0% coupons are not permitted. **Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must equal or exceed \$15,697,500 (115%), with a maximum bid price of \$17,062,500 (125%).** The Refunding Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost (as such term is defined herein). No proposal shall be considered that offers to pay an amount less than the principal amount of the Refunding Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest true interest cost to the County under any legally acceptable proposal.

5. Bidders are only permitted to submit Bids for the Refunding Bonds during the bidding period.

Definitions

"Bid" any confirmed purchase offer received by PARITY on or before the proposal submission deadline.

"Bidder" any firm registered and approved for participation in sale.

"Winning Bid" any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest True Interest Cost that is acceptable to the County.

"True Interest Cost" or "TIC" computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery. The True Interest Cost serves as the basis for awarding bonds to winning Bidders.

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

If the Refunding Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of a bidder, any purchase of such insurance or commitment therefor shall be at the sole option and expense of the bidder and any increased costs of issuance of the Refunding Bonds resulting by reason of such insurance, unless otherwise paid, shall be paid by such bidder. Any failure of the Refunding Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Refunding Bonds.

The County reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

Establishment of Issue Price

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Securities) will apply to the initial sale of the Securities (the "Competitive Sale Requirements") because:

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

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

In the event that the Competitive Sale Requirements are not satisfied for the Bonds, all bids will be rejected and the sale of the Bonds will be cancelled.

In the event that the Competitive Sale Requirements are satisfied, the winning bidder shall assist the County in establishing the issue price of the Securities and shall execute and deliver to the County at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Securities, together with the supporting pricing wires or equivalent communications.

Sales of any Securities to any person that is a related party to an Underwriter shall not constitute sales to the Public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "Public" means any person other than an Underwriter or a related party,
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Securities to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Securities to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Securities to the Public),
- (iii) a purchaser of any of the Securities is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "Sale Date" means the date that the Securities are awarded by the County to the winning bidder.

All actions to be taken by the County under this Notice of Sale to establish the issue price of the Securities may be taken on behalf of the County by the County's financial advisor identified herein and any notice or report to be provided to the County may be provided to the County's financial advisor or Bond Counsel.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the winning bidder thereof to accept delivery of and pay for the Bonds. The County's financial

advisor will request the CUSIPs and will provide CUSIP Global Services with the final details of the sale, including the identity of the winning bidder.

The purchaser shall be obligated to furnish to the County, when and if requested prior to the delivery of the Bonds, such information requested by the County as shall be necessary to enable the County to determine the "issue price" of the Refunding Bonds as defined in Section 1273 and 1274 of the Internal Revenue Code of 1986, as amended (the "Code").

A Preliminary Official Statement has been prepared and is available for viewing in electronic format on www.i-dealprospectus.com and may also be obtained from the County's financial advisor identified in the last paragraph of this Notice. The Preliminary Official Statement is deemed to be a final official statement, as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the Refunding Bonds and (b) amendment. The Preliminary Official Statement, as so revised, will constitute the final "Official Statement". By the submission of a bid for the Refunding Bonds, the successful bidder contracts for the receipt, within seven (7) business days of the award of the Refunding Bonds, of two hundred (200) copies of the final Official Statement at the expense of the County, with any additional copies of the final Official Statement that the successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. In order to complete the final Official Statement, the successful bidder must furnish the following information to the County's financial advisor and Bond Counsel by email or facsimile transmission or overnight delivery received by the County's financial advisor and Bond Counsel within twenty-four (24) hours after the award of the Refunding Bonds: (a) initial offering prices (expressed as a price, exclusive of accrued interest, or yield per maturity), and (b) any other material information necessary for the final Official Statement but not known to the County (such as the bidder's purchase of credit enhancement). In addition, the successful bidder must, if requested by the County, furnish a written confirmation of its bid.

The County will undertake to provide certain continuing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. A description of this undertaking is contained in the Preliminary Official Statement under the heading "CONTINUING DISCLOSURE".

The successful bidder will be furnished at the time the Refunding Bonds are delivered with: (1) the opinion of GluckWalrath LLP, Freehold, New Jersey, in substantially the form set forth in the Preliminary Official Statement, as applicable to the Refunding Bonds; and (2) certificates in form satisfactory to said law firm evidencing the proper execution and delivery of the Refunding Bonds and receipt of payment therefor and the fact that the Refunding Bonds will not be arbitrage bonds within the meaning of the Code; and (3) a certificate, dated as of the date of delivery of the Refunding Bonds, and signed by the officers who signed the Refunding Bonds, stating that no litigation is then pending or to the knowledge of such officers threatened to restrain or enjoin the issuance or delivery of the Refunding Bonds or the levy or collection of taxes to pay the Refunding Bonds or the interest thereon, or questioning the validity of the statutes or the proceedings under which the Refunding Bonds are issued, and that neither the corporate existence or boundaries of the County nor the title of any of said officers to their respective offices, is being contested; and (4) the County's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

The successful bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Award of the Refunding Bonds to the successful bidder or rejection of all bids is expected to be made within two (2) hours after announcement of the bids, but such successful bidder may not withdraw its proposal until after 5:30 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal. **PURSUANT TO THE LOCAL BOND LAW AND THE RULES AND REGULATIONS OF THE LOCAL FINANCE BOARD PROMULGATED THEREUNDER, THE COUNTY WILL NOT AWARD THE REFUNDING BONDS UNLESS THE PROPOSAL SUBMITTED ACHIEVES A MINIMUM 3% IN NET PRESENT VALUE SAVINGS ON THE REFUNDED BONDS.**

Copies of the Preliminary Official Statement may be obtained from the County's financial advisor, PFM Financial Advisors LLC, 1735 Market Street, 43rd Floor, Philadelphia, PA 19103, Telephone 215-567-6100, Extension: 1484 Attention: Geoffrey Stewart.

DATED: September __, 2020

BY: /s/ Julie N. Tarrant
County Comptroller,
County of Ocean, New Jersey

SECTION 13. Term Bond Option. As provided in the Notice of Sale, a bidder may aggregate consecutive principal maturities of the Refunding Bonds, for which such bidder bids the same interest rate, into term bonds. Each such term bond will be subject to mandatory sinking fund redemption as provided in Section 5(C) hereof, in the amounts and on the dates that would have been consecutive serial maturities had no term bond designation been made.

SECTION 14. Delegation of Power to Award and Sell Refunding Bonds. The County Comptroller is delegated on behalf of the County the power to award and sell the Refunding Bonds to the successful bidder. **PURSUANT TO THE LOCAL BOND LAW AND THE RULES AND REGULATIONS OF THE LOCAL FINANCE BOARD PROMULGATED THEREUNDER, THE COUNTY WILL NOT AWARD THE REFUNDING BONDS UNLESS THE PROPOSAL SUBMITTED ACHIEVES A MINIMUM 3% IN NET PRESENT VALUE SAVINGS ON THE REFUNDED BONDS.** The County Comptroller shall report the results of such sale in writing at the next meeting of the Board of Chosen Freeholders.

SECTION 15. Adjustment to Maturity Schedule. The County Comptroller is hereby delegated the authority (if the County Comptroller deems it to be in the best interests of the County), up to 24 hours prior to the date of advertised sale and within 4 hours after the award of the Refunding Bonds, to adjust the maturity schedule of the Refunding Bonds in increments of \$5,000, provided however, that after the award of the Refunding Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the Ordinance. NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE REFUNDING BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICE. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County. Notice of any such adjustment shall be given to the successful bidder in the manner specified in the Notice of Sale. In the event of any such adjustment, the dollar amount (but not the interest rate or rates) bid by the successful bidder will be adjusted as provided in the Notice of Sale.

SECTION 16. Postponement of Sale. The County Comptroller is hereby delegated the authority (if the Chief Financial Officer deems it to be in the best interests of the County) (i) to postpone from time to time the sale of the Refunding Bonds from the date specified in the Notice of Sale (or, in the case of a rescheduled sale, from such rescheduled date), in each case upon not less than 24 hours' notice, and (ii) to reschedule such sale upon not less than 48 hours' notice. Notice of any such postponement and rescheduling shall be given in the manner specified in the Notice of Sale. In the event of any such postponement and rescheduling, the County Comptroller may (and shall, if required by the Local Bond Law) cause a revised Notice of Sale and/or a revised summary thereof to be prepared and published.

SECTION 17. Agreements with The Depository Trust Company. The Comptroller is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that this issue of the County's Refunding Bonds will be eligible for deposit with DTC, and to satisfy any obligations undertaken in connection therewith.

SECTION 18. Authorization for Official Statement. The Comptroller, Chief Financial Officer, Clerk of the Board of Chosen Freeholders, auditor, bond counsel and other officers, agents and employees of the County are authorized to prepare and distribute information with respect to the County in connection with the sale of the Refunding Bonds in such form as may be approved by the Comptroller. The preparation and distribution of a Preliminary Official Statement pertaining to the Refunding Bonds is hereby authorized. The Comptroller is hereby authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The Director of the Board of Chosen Freeholders, the County Administrator, the Chief Financial Officer and the Clerk of the Board of Chosen Freeholders are hereby authorized and directed to execute a final official statement relating to the Refunding Bonds, with such changes, revisions, insertions and omissions from the Preliminary Official Statement as may be approved by the Comptroller.

SECTION 19. Application of Proceeds of the Refunding Bonds.

(a) From the proceeds of the sale of the Refunding Bonds, the following amounts shall simultaneously with the issuance of such Refunding Bonds (or as soon as practicable thereafter) be paid by the County as follows:

(1) To the payees designated by the County, amounts representing the costs of issuance of the Refunding Bonds; and

(2) To the Escrow Agent under the Escrow Deposit Agreement for the Refunded Bonds, an amount to be held in trust by the Escrow Agent for the payment of the principal of, redemption premium and interest on the Refunded Bonds upon (and prior to) redemption thereof on the Redemption Date(s) specified in the Escrow Deposit Agreement.

SECTION 20. Pledge of County. The full faith and credit of the County of Ocean in the State of New Jersey is hereby pledged for the payment of the principal of and interest on said Refunding Bonds and said Refunding Bonds shall be general obligations of the County payable as to principal and interest from ad

valorem taxes which may be assessed on the taxable property within said County without limitation as to rate or amount.

SECTION 21. Investment of Proceeds of Refunding Bonds. The County will make no use of the proceeds of the Refunding Bonds which would cause the Refunding Bonds to be arbitrage bonds; and the County hereby imposes on itself and all officers having custody or control of the proceeds of the Refunding Bonds, throughout the term of the Refunding Bonds, the obligation to comply with applicable requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Regulations Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2, and all other applicable regulations of the Internal Revenue Service, so that the Refunding Bonds will not be or become arbitrage bonds.

SECTION 22. Tax Covenants. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Refunding Bonds, and for no other purpose, the County covenants to comply with each applicable requirement of the Code, applicable to the Refunding Bonds, and the County covenants not to take any action or fail to take any action which would cause the interest on the Refunding Bonds to lose the exclusion from gross income for federal income taxation purposes under Section 103 of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the Arbitrage Certificate and Letter of Instructions (the "Letter of Instructions") as to the Code delivered by Bond Counsel on the date of initial issuance and delivery of the Refunding Bonds, as such letter may be amended from time to time, as a source of guidance for achieving compliance with the Code.

The County covenants and agrees with the holders of the Refunding Bonds that the County shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Refunding Bonds, would cause the Refunding Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148, respectively, of the Code, or any successor provision.

SECTION 23. Refunding Bonds Not Federally Guaranteed. The County covenants that it will take no action which would cause the Refunding Bonds to be federally guaranteed (within the meaning of Section 149(b) of the Code).

SECTION 24. Continuing Disclosure. A Continuing Disclosure Certificate in substantially the following form is hereby approved, and the County Comptroller is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the County in substantially such form, with such insertions and changes therein as the County Comptroller may approve, such approval to be evidenced by his/her execution thereof:

(Form of Continuing Disclosure Certificate for the Bonds)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the County of Ocean, New Jersey (the "Issuer") in connection with the issuance by the Issuer of \$_____ principal amount of its General Obligation Refunding Bonds, Series 2020B (the "Bonds"). The Bonds are being issued pursuant to a Refunding Bond Ordinance (the "Ordinance") duly adopted by the Board of Chosen Freeholders of the Issuer (the "Board") on August 19, 2020, and a resolution duly adopted by the Board on August 19, 2020 (the "Resolution"). The Bonds are dated September __, 2020 and shall mature on August 1 in the years 2013 through 2025, inclusive. The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

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

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

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

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

"Continuing Disclosure Information" shall mean: (i) the Annual Report; (ii) any notice required to be filed with the Repositories pursuant to Section 5 hereof; and (iii) any notice of an event required to be filed with the Repositories pursuant to Section 3(c) hereof.

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

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

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

"MSRB" shall mean the Municipal Bonds Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"National Repository" shall mean the MSRB, through the internet facilities of EMMA, or any other public or private repository or entity that shall hereafter be designated by the SEC as a repository for purposes of the Rule.

"Official Statement" shall mean the Official Statement of the County, dated _____, 2020, relating to the Bonds.

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

"Repository" or "Repositories" shall mean each National Repository and each State Repository, if any.

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

"SEC Release" shall mean Release No. 34-59062, of the SEC, dated December 5, 2008.

"State" shall mean the State of New Jersey.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the SEC. As of the date of this Disclosure Certificate, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 31, 2020, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change to MSRB. Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on the MSRB's Internet Web site, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A, in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

- (c) The Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided.

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

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
2. The financial information and operating data set forth in the Official Statement (including Appendix A thereto) dated _____, 2020 prepared in connection with the sale of the Bonds, under the captions: "Schedule of Bond and Note Maturities", "Tax Information", "Ocean County Leading Tax Ratables - 2020", "County of Ocean Statement of Statutory Debt Condition _____, 2020", "List of Authorized Debt as of _____, 2020" and "Debt Ratios".

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability. Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds;
7. modifications to rights of Bondholders, if material;
8. Bond Calls, if material and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes.
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;
13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect Bondholders, if material; and
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which a disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall, in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

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

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

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

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

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

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

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

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

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure

Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

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

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

Dated: _____, 2020

COUNTY OF OCEAN, NEW JERSEY

By: _____
Julie N. Tarrant, County Comptroller

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: County of Ocean, New Jersey

Name of Bond Issue: \$_____ General Obligation Refunding Bonds, Series 2020B

Date of Issuance: September __, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2020. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____, 20__

COUNTY OF OCEAN, NEW JERSEY

By: _____

Name:

Title:

SECTION 25. Defeasance. (A) If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owner of all bonds the principal and the redemption premium, if applicable, and the interest due or to become due thereon at the times and in the manner stipulated therein and in this Resolution, then, at the option of the County, the pledge of the County contained herein and all covenants, agreements and other obligations of the County to the owners of the bonds thereupon shall cease, shall terminate, shall become void and shall be discharged and satisfied. In such event and upon the request of the County, any paying agent shall pay over or shall deliver to the County all moneys, funds or securities held by them pursuant to this Resolution that are not required for the payment of the principal of or premium and interest due or to become due on the bonds. If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owners of all outstanding bonds of a particular maturity the principal of and the redemption premium, if any, and interest due or to become due thereon, at the time and in the manner stipulated therein and in this Resolution, such bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and all covenants, agreements and obligations of the County to the owners of such bonds shall thereupon cease, shall terminate and shall become void and be discharged and satisfied.

(B) Bonds or interest installments for the payment or the redemption of which moneys shall have been deposited with any bank, trust company or national banking association serving as escrow agent (the "Escrow agent") by or on behalf of the County whether at or prior to the maturity or the redemption date of such bonds, shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section. All outstanding bonds or any maturity of the bonds shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section if (1) in case any of such bonds are to be redeemed on any date prior to their maturity, the County shall have given to the Escrow agent irrevocable instruction to publish notice of redemption of such bonds on such date, (2) there shall have been deposited with the Escrow agent either moneys in an amount that shall be sufficient or direct obligations of the United States of America or securities unconditionally guaranteed as to the timely payment by the United States of America not redeemable at the option of the issuer the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Escrow agent at the same time, shall be sufficient, to pay when due the principal and any redemption premium and the interest due and to become due on such bonds on and prior to the redemption date or the maturity date thereof, as the case may be, and (3) in the event such bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the County shall have given the Escrow agent in form satisfactory to it irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven (7) days between publications, in a publication devoted primarily to financial news or the subject of state and municipal bonds and published in the City of New York or in New Jersey a notice to the owners of such bonds that the deposit required by clause (2) above has been made with the Escrow agent and that such bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for payment of the principal of and the redemption premium, if any, on such bonds. For so long as the book-entry only form remains in effect and the bonds are registered in the name of DTC or its nominee, the County shall comply with such additional or supplemental requirements as may be imposed by DTC in connection with any advance refunding of the bonds whether such additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

SECTION 26. Effective Date. This Resolution shall take effect upon adoption hereof.

The foregoing resolution was adopted by the following vote:

AYES:

NAYES:

EXHIBIT A

FORM OF ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT

Dated as of September __, 2020

Between

COUNTY OF OCEAN, NEW JERSEY

and

TD BANK, NATIONAL ASSOCIATION
as Escrow Agent

**Providing for the payment of a portion of the County's General Improvement Bonds,
Series 2011**

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT made and entered into as of September __, 2020, by and between the COUNTY OF OCEAN, NEW JERSEY (the "County"), and TD BANK, NATIONAL ASSOCIATION, as escrow agent in respect of the Refunded Bonds, as defined herein (the "Escrow Agent").

WITNESSETH:

WHEREAS, the County is a body corporate and politic and a political subdivision of the State of New Jersey; and

WHEREAS, the County has heretofore issued its General Improvement Bonds, Series 2011, dated September 8, 2011 (the "Series 2011 Bonds"); and

WHEREAS, the County has determined to issue general obligation refunding bonds in an amount not to exceed \$16,500,000 pursuant to a Refunding Bond Ordinance (the "Refunding Bond Ordinance") finally adopted on August 19, 2020 and a Resolution adopted on August 19, 2020 (the "Refunding Bond Resolution"), for the purpose of currently refunding all or a portion of the Series 2011 Bonds; and

WHEREAS, the Board of Chosen Freeholders adopted a resolution on August 19, 2020 (the "Resolution") for the purpose of, among others, financing a refunding program (the "Refunding Program") consisting of the refinancing of the Series 2011 Bonds (the "Refunded Bonds"); and

WHEREAS, the Refunding Program will be effected by the County by (x) issuing under the Refunding Bond Ordinance and the Resolution, its \$____ aggregate principal amount of General Obligation Refunding Bonds, Series 2020B (the "Refunding Bonds"), and (y) depositing with the Escrow Agent a portion of the net proceeds of the Refunding Bond and other moneys, which will be sufficient to purchase Government Obligations, as defined herein, which Government Obligations and the interest thereon will be sufficient to pay principal of and interest on the Refunded Bonds through October __, 2020 (the "Redemption Date"), at which time the balance of the Refunded Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the Redemption Date; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS.

(a) The following terms defined in the recital to this Agreement shall have the meanings therein set forth:

County
Escrow Agent
Refunded Bonds
Refunding Bond Ordinance
Refunding Bonds
Refunding Program
Resolution
Series 2011 Bonds

(b) "National Repository" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 ("Act"), as the same may be amended from time to time, through the internet facilities of Electronic Municipal Market Access System ("EMMA"), or any other public or private repository or entity that shall hereafter be designated by the Securities and Exchange Commission ("SEC") as a repository for purposes of Rule 15c2-12(b)(5) adopted by the SEC under the Act, as the same may be amended from time to time.

(c) "Open Market Securities" shall mean Government Obligations other than SLGS.

(d) "Securities" shall mean those Government Obligations held by the Escrow Agent under this Agreement.

(e) "SLGS" shall mean Government Obligations known as State and Local Government Series.

SECTION 2. CERTIFICATE OF INDEBTEDNESS WITH RESPECT TO THE PRINCIPAL AMOUNT AND REDEMPTION PREMIUM OF THE REFUNDED BONDS.

The County hereby certifies to the Escrow Agent that the sum of \$____ is the amount required to pay principal and redemption premium, if any and interest on the Refunded Bonds from September __, 2020 through and including the Redemption Date, as shown in Exhibit C attached hereto.

SECTION 3. APPOINTMENT OF ESCROW AGENT; RECEIPT OF PROCEEDS AND OTHER FUNDS.

TD Bank, National Association, Cherry Hill, NJ, is hereby appointed the Escrow Agent in respect of the Refunded Bonds. The Escrow Agent hereby acknowledges receipt from the County of the sum of \$_____ from the net proceeds of the Refunding Bonds and [\$_____ in budgeted debt service moneys and \$_____ in unexpended proceeds (collectively, the "Escrow Amount") in immediately available funds].

SECTION 4. ESCROW FUND.

(a) There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated as the County of Ocean, Series 2011 Escrow Fund (the "Escrow Fund") to be held in the custody of the Escrow Agent as a trust fund for the benefit of the owners of the Refunded Bonds (as described below). The Escrow Fund shall be held by the Escrow Agent separate and apart from other funds of the County and the Escrow Agent. All moneys in the Escrow Fund shall be invested in accordance with this Agreement solely in Eligible Investments, and all such investments shall be in the name of the Escrow Agent.

SECTION 5. DEPOSIT, INVESTMENT AND REINVESTMENT OF FUNDS.

(a) The Escrow Agent shall immediately deposit into the Escrow Fund the Escrow Amount, as follows: \$_____ of the proceeds from the sale of the Refunding Bonds, [\$_____ from budgeted debt service amounts and \$_____ of unexpended proceeds (\$_____ Series 2011)] shall be deposited in the Escrow Fund, which amount, together with the earnings thereon, shall be and is hereby pledged for the payment of the principal of, redemption premium, if any, and the interest on the Refunded Bonds;

(b) The County hereby authorizes and irrevocably directs the Escrow Agent to invest \$_____ of the moneys deposited in the Escrow Fund in SLGS which shall bear interest and mature as set forth in accordance with the schedule attached hereto as Exhibit B hereto and hold \$_____ in cash.;

(c) Based on the Verification Report dated September __, 2020 prepared by Holman Frenia & Allison, P.C., certified public accountants, and attached hereto as Exhibit E, the County certifies to the Escrow Agent that, as shown in Exhibit C attached hereto and made a part hereof, the amounts of the respective cash deposits and the amounts to be received by the Escrow Agent from the principal of and interest on the Securities deposited in the Escrow Fund are adequate to meet the debt service requirements of the Refunded Bonds as and when they become due and payable.

SECTION 6. APPLICATION OF INVESTMENT EARNINGS.

(a) The principal of and interest on the Securities credited to Escrow Fund shall be held by the Escrow Agent in trust, exclusively for the benefit of the owners of the Refunded Bonds and applied to the payment of the principal of, redemption premium, if any, and interest on such Refunded Bonds. The County hereby irrevocably directs the Escrow Agent, and the Escrow Agent agrees, to collect the principal of and interest on the Securities at their respective maturities and apply the same on each interest and principal payment date of the Refunded Bonds as the same become due and payable at maturity or early redemption as set forth in Exhibit A and Exhibit C hereto, by paying such amounts over to the paying agent identified in Section 12(a) hereof. The County represents to the Escrow Agent that the Refunded Bonds were upon issuance, and remain, registered in the name of CEDE & CO., as nominee of The Depository Trust Company ("DTC") and registered owner and are payable by the County as the Refunded Bonds Paying Agent, to DTC.

(b) The County agrees to make (or cause to be made) any payments on the Refunded Bonds in the event, to the extent, and at the times that the funds available in the Escrow Fund are not sufficient to make such payments.

(c) Notwithstanding the foregoing, the Escrow Agent may also make such other investment of said funds as may be directed in writing by the County and authorized by an approving written opinion of nationally recognized bond counsel to the effect that such use of funds will not cause either the Refunded Bonds or the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(d) The Escrow Agent shall pay the Refunded Bonds by payment to the paying agent for the Refunded Bonds.

SECTION 7. SUBSTITUTION OF SECURITIES.

(a) The Escrow Agent shall sell, transfer, request the redemption of or otherwise dispose of the Securities, but only in a simultaneous transaction and upon receipt of the following: (i) a written County order directing said transfer; (ii) other Government Obligations (the "Substitute Securities") as hereinafter provided; (iii) a certificate of an Independent Certified Public Accountant to the effect that the Substitute Securities together with the cash, if any, and the Securities which will continue to be held under this Agreement will bear interest in such amounts and be payable at such times, without further investment or reinvestment of principal

or interest, and mature in such principal amounts and at such times, to provide sufficient moneys to pay, as the same mature and become due, all the principal and redemption premium of and interest on the Refunded Bonds to the date of maturity or redemption, whichever is earlier, and that sufficient moneys will be available from such cash, principal and interest to pay, as the same become due at maturity or earlier redemption, all principal and redemption premium of and interest on the Refunded Bonds which have not previously been paid; (iv) an unqualified written opinion of nationally recognized bond counsel on the subject of municipal bonds to the effect that the proposed sale, transfer, redemption or other disposition and substitution of Securities will not cause either the Refunded Bonds or the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (v) payment by the County of all costs incident to such transactions. If SLGS are to be purchased as Substitute Securities, the Escrow Agent shall prepare and file the appropriate applications therefor. The Escrow Agent shall incur no liability for compliance with the provisions of this Section 7 except for its own gross negligence or willful misconduct.

(b) If the proceeds to be received from the sale, transfer, redemption or other disposition of such Securities will be less than the full principal amount of such Securities, such sale, transfer, redemption or other disposition of such Securities shall be subject to the additional condition that the County shall have first deposited hereunder an amount of cash equal to the difference between the principal amount of the Securities to be sold, transferred, redeemed or otherwise disposed of and the proceeds of sale, transfer, redemption or other disposition of such Securities. Any cash so deposited shall either be used to purchase Substitute Securities or held in trust for the payment of the Refunded Bonds as directed by the County uninvested unless the Escrow Agent shall receive an opinion of nationally recognized bond counsel on the subject of municipal bonds to the effect that the proposed investment would not cause either the Refunded Bonds or the Refunding Bonds to be "arbitrage bonds" under the Code.

SECTION 8. REDEMPTION OF THE REFUNDED BONDS; NOTICES.

The County hereby unconditionally and irrevocably authorizes and instructs the Escrow Agent, to take all action necessary or appropriate to cause the redemption of the Refunded Bonds (in such context the "Bonds to be Redeemed") on the Redemption Date.

The County hereby irrevocably authorizes and instructs the Escrow Agent to mail a Notice of Redemption of the Bonds to be Redeemed, on behalf and at the expense of the County, in substantially the form attached hereto as Exhibit D by first class mail in a sealed envelope with postage prepaid to the registered owners of the Refunded Bonds, in each case not less than thirty (30) days or more than sixty (60) days prior to the redemption date, addressed in the case of such registered owners, to Cede & Co., as the nominee of The Depository Trust Company located at 55 Water Street, New York, New York 10041.

In addition, the Escrow Agent shall cause copies of such Notice of Redemption to be sent by registered mail, certified mail, overnight delivery service or legible telecopy (or other similarly secure service acceptable to the Escrow Agent) to all registered securities depositories and to file the notice electronically on EMMA. The notices to registered securities depositories shall be sent at least two (2) business days in advance of the date notices addressed to registered owners are deposited in the United States mail and filed electronically on EMMA.

SECTION 9. TERMINATION.

This Agreement shall terminate when the principal of, interest and redemption premium, if any, on all Refunded Bonds has been paid. Moneys held by the Escrow Agent in the Escrow Fund for the payment and discharge of any of the Refunded Bonds or any interest thereon which has theretofore become due and payable which remain unclaimed for two (2) years after the date when such Refunded Bonds shall have become due and payable, either at their stated maturity dates or by call for earlier redemption, shall, at the written request of the County, be repaid by the Escrow Agent to the County as its absolute property and free from the trust created by the Bond Resolution and this Agreement. The Escrow Agent shall thereupon be released and discharged with respect thereto and hereto and the owners of such Refunded Bonds payable from such moneys shall look only to the County for the payment of such Refunded Bonds or such interest. Any amounts held in the Escrow Fund (other than amounts held for Refunded Bonds which have theretofore matured or any interest thereon which has theretofore become due and payable but remains unclaimed as described above) shall be paid by the Escrow Agent to the County on the date of termination of this Agreement.

SECTION 10. SUPPLEMENTAL AGREEMENTS.

(a) This Agreement is made for the benefit of the County and the owners from time to time of the Refunded Bonds and shall not be repealed, revoked, altered or amended without the written consent of the owners of all of the Refunded Bonds which remain unpaid at that time and the written consent of the Escrow Agent; provided, however, that the County and the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (i) to cure any ambiguity or formal defect or omission in this Agreement;

(ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent;

(iii) to subject to this Agreement additional funds, securities or properties; and

(iv) to modify or supplement this Agreement in order to meet the requirements of any rating agency for rating the Refunded Bonds in the highest category.

(b) The County shall give written notice of any amendment, revocation or alteration of this Agreement (with or without the consent of the owners of the Refunded Bonds), promptly following the execution and delivery thereof, to: (i) Moody's Municipal Rating Desk/Refunded Bonds, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; and (ii) Standard & Poor's Public Finance Ratings, 55 Water Street, New York, New York 10041, or such other addresses such entities may request.

(c) The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel on the subject of municipal bonds with respect to compliance with this Section, including whether any change, modification, addition or elimination adversely affects the rights of the owners of the outstanding Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 11. ESCROW AGENT.

(a) During the term of this Agreement, the County agrees to pay or cause to be paid the reasonable fees and expenses of the Escrow Agent hereunder and (to the extent provided in paragraph (f) below) its counsel (the "Administrative Expenses") upon request by the Escrow Agent upon the submission of itemized invoices submitted to the County. As of the date hereof, the County has agreed to pay and will pay to the Escrow Agent an annual fee of \$2,000 for its services as Escrow Agent in accordance with the terms of this Agreement. The Escrow Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of any amounts or claims of any kind or nature including, without limitation, fees and expenses for services rendered under this Agreement or any other resolution or ordinance.

(b) The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own gross negligence or willful misconduct. The Escrow Agent shall not be liable for (i) any loss resulting from any investment made pursuant to the terms and provisions of this agreement or (ii) any deficiencies in the Escrow Fund to the extent the Escrow Fund moneys are insufficient to pay for the Defeasance Obligations, or (iii) for any loss on the Defeasance Obligations resulting from any market fluctuations.

(c) The Securities and earnings thereon shall be and remain the property of the County in trust for the owners of the Refunded Bonds as provided herein. The Escrow Agent agrees to service and manage the Escrow Fund in accordance with the terms of this Agreement and standard corporate trust practices.

(d) To the extent provided by the Refunding Bond Resolution and applicable New Jersey law, the County hereby agrees to indemnify the Escrow Agent, its officers, employees and agents and hold it and them harmless from and against any and all claims, liabilities, losses, actions, suits, or proceedings, at law or in equity, which it or they may incur or with which it or they may be threatened by reason of its acting as Escrow Agent under this Agreement, except in the case of the Escrow Agent's own misconduct or negligence; and in connection therewith to indemnify the Escrow Agent, its officers, employees and agents against any and all expenses, including attorney's fees and the cost of defending any action, suit or proceedings or resisting any claim. This provision shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

(e) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys deposited, or of the principal amount of the Defeasance Obligations as provided herein, and the earnings thereon, to pay the Refunded Bonds of any of them. The Escrow Agent has made no independent investigation of the principal and interest requirements of the Refunded Bonds or the adequacy of the amounts deposited with the Escrow Agent and the investment income thereon to pay such principal and interest requirements when due, but with respect to such matters have relied upon the verification report.

(f) The Escrow Agent shall have no responsibility to any person in connection herewith except those specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own negligence as to any actions taken or actions required to be taken but omitted or not properly taken, its gross negligence with any other failure to act, or its willful misconduct. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of any other agreement or undertaking between the County and any other persons, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement and the Refunding Bond Resolution. Unless it is specifically provided herein, the Escrow Agent has no duty to determine or to inquire into the happening or occurrence of any event or contingency or the performance or

failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, to exercise reasonable care and diligence, and in the event of error in making such determination, the Escrow Agent shall be liable for its own negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the County at any time. The Escrow Agent may consult with legal counsel, at the expense of the County, but only with the County's prior consent (not to be unreasonably withheld), and the opinion of such counsel shall be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

(g) The recitals of fact in this Agreement shall be taken as the statements of the County and the Escrow Agent does not assume any responsibility for the correctness of the same. The Escrow Agent shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect of this Agreement or to advance any of its own moneys unless properly indemnified to its satisfaction. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its gross negligence or willful misconduct.

(h) The Escrow Agent at any time may resign or be removed by the County for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, the provisions of this Agreement. Such removal or resignation shall take effect not less than sixty (60) days after written notice of such resignation or removal is deposited in first class mail, postage prepaid, addressed to the owners of the Refunded Bonds. The County shall appoint any successor Escrow Agent, and such appointment shall take effect not less than thirty (30) days after written notice thereof is deposited in the United States mail, first class, postage prepaid, addressed to the owners of the Refunded Bonds. Such notice of the appointment of a successor Escrow Agent may be consolidated with the written notice of the Escrow Agent's resignation or removal. Any resignation or removal of the Escrow Agent shall not be effective until a successor Escrow Agent has been duly appointed and accepted the duties and obligations under this Agreement.

(i) Records of the Escrow Agent related to this Agreement and the performance of duties and responsibilities assumed by the Escrow Agent pursuant to this Agreement shall be open to inspection by the County and its duly authorized agents or representatives, at reasonable times and upon reasonable request.

(j) Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party or any corporation succeeding to all or substantially all the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder provided such corporation shall be otherwise legally qualified to perform the services hereunder, without the execution or filing of any paper or any further act on the part of the parties herein.

SECTION 12. MISCELLANEOUS PROVISIONS.

(a) The County represents to the Escrow Agent that the County is currently the paying agent for the Refunded Bonds, and hereby directs TD Bank, National Association to act on its behalf to effect the redemption of the Refunded Bonds and make payments directly to DTC, as the registered owner of all of the Refunded Bonds, in accordance with Exhibit C. The County shall notify the Escrow Agent of any change in the paying agent, the paying agent's address or the registered owner of the Refunded Bonds.

(b) If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed shall be determined by a court of competent jurisdiction to be prohibited or unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

(c) All notices, certificates or other communications hereunder shall be in writing, and addressed as follows: if to the County: County Administration Building, P.O. Box 2191, Toms River, New Jersey 08754-2191, Attention: Chief Financial Officer, and if to the Escrow Agent: TD Bank, National Association, 1006 Astoria Boulevard, Cherry Hill, New Jersey 08034, Attention: Institutional Trust Services. Each party may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without reference to the choice of law principles thereof.

(e) This Agreement may be executed in any number of counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the first date above written.

COUNTY OF OCEAN, NEW JERSEY

By: _____
Julie N. Tarrant, Comptroller

TD BANK, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Authorized Officer

EXHIBIT A

REFUNDED BONDS

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
8/1/2021	\$1,245,000	2.250%	100%	6747354G7
8/1/2022	1,275,000	2.500%	100%	6747354H5
8/1/2023	1,310,000	3.000%	100%	6747354J1
8/1/2024	1,350,000	3.000%	100%	6747354K8
8/1/2025	1,395,000	3.000%	100%	6747354L6
8/1/2026	1,440,000	3.125%	100%	6747354M4
8/1/2027	1,495,000	3.250%	100%	6747354N2
8/1/2028	1,550,000	4.000%	100%	6747354P7
8/1/2029	1,615,000	4.000%	100%	6747354Q5
8/1/2030	1,680,000	4.000%	100%	6747354R3
8/1/2031	1,750,000	4.000%	100%	6747354S1

EXHIBIT B
GOVERNMENT OBLIGATIONS

EXHIBIT C
ESCROW FUND SUMMARY

EXHIBIT D

**NOTICE OF REDEMPTION
COUNTY OF OCEAN, NEW JERSEY
GENERAL IMPROVEMENT BONDS, SERIES 2011, DATED SEPTEMBER 8, 2011**

NOTICE IS HEREBY GIVEN to the holders of the following bonds of the County of Ocean, New Jersey (the "County") listed below (the "Bonds to be Redeemed"), of the redemption by the County on [October __, 2020] (the "Redemption Date") of said Bonds to be Redeemed:

General Improvement Bonds, Series 2011

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
8/1/2021	\$1,245,000	2.250%	100%	6747354G7
8/1/2022	1,275,000	2.500%	100%	6747354H5
8/1/2023	1,310,000	3.000%	100%	6747354J1
8/1/2024	1,350,000	3.000%	100%	6747354K8
8/1/2025	1,395,000	3.000%	100%	6747354L6
8/1/2026	1,440,000	3.125%	100%	6747354M4
8/1/2027	1,495,000	3.250%	100%	6747354N2
8/1/2028	1,550,000	4.000%	100%	6747354P7
8/1/2029	1,615,000	4.000%	100%	6747354Q5
8/1/2030	1,680,000	4.000%	100%	6747354R3
8/1/2031	1,750,000	4.000%	100%	6747354S1

On such Redemption Date there shall become due and payable at the principal office of the County of Ocean, New Jersey, P.O. Box 2191, Toms River, New Jersey 08754-2191, the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date at a redemption price of 100. From and after the Redemption Date, interest on the Bonds to Be Redeemed shall cease to accrue and to be payable to the holders entitled to payment thereof upon such redemption.

TD BANK, NATIONAL ASSOCIATION, as
Escrow Agent for the County of Ocean, New
Jersey

Special Tax Notice: Under certain circumstances, under Federal law, payments to bondholders may be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes to the payor an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such holder of the Bonds is not subject to backup withholding. Owners of the Bonds should consult their own tax advisors as to their qualification for backup withholding and the procedures for exemption.

Dated: _____, 2020

EXHIBIT E
VERIFICATION REPORT

CERTIFICATE

I, Mary Ann Cilento, Clerk of the Board of Chosen Freeholders of the County of Ocean, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the County duly called and held on August 19, 2020 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the County this _____ day of August, 2020.

Mary Ann Cilento, Clerk of the Board of Chosen Freeholders

[SEAL]

RESOLUTION

August 19, 2020

WHEREAS, the Ocean County Department of Human Services has reviewed a notice from the State of New Jersey, Department of Labor and Workforce Development of the availability of a funding entitled COVID-19 Dislocated Worker Grant; and

WHEREAS, the purpose of this program is to address the training needs of individuals eligible for Unemployment Insurance (UI) who suffer job loss or substantially reduced hours due to the COVID-19 pandemic; and

WHEREAS, the Department of Labor and Workforce Development has made available funding up to the total amount of \$3,000,000.00 statewide and the Ocean County Department of Human Services wishes to apply for up to \$390,000.00.

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 hereby authorized to ratify the execution of said grant application from the State of New Jersey Department of Labor and Workforce Development 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 County Auditor, County Department of Finance, and County Department of Human Services.

RESOLUTION

August 19, 2020

WHEREAS, the populations of Ocean and Monmouth counties continue to grow with both full-time and seasonal residents increasing the need for assurances by utility companies to provide uninterrupted service; and

WHEREAS, Ocean County has joined with its neighbor to the north, Monmouth County, in strongly urging the State to provide representation from the Monmouth/Ocean area on the state Board of Public Utilities, the utility regulatory agency; and

WHEREAS, in the absence of a member from the Monmouth/Ocean area, the BPU in the meantime should designate one of its current members as liaison to the area in order to address growing concerns; and

WHEREAS, the counties are renewing this effort following wide spread and lengthy power outages from Tropical Storm Isaias which impacted the Shore area on August 4, 2020; and

WHEREAS, due to the length of these outages, many residents and businesses, both full time and seasonal, experienced a financial loss due to having to discard food and medication, and loss of wages; and

WHEREAS, during the height of the recent power outages almost 359,000 Jersey Central Power & Light Company customers in Monmouth and Ocean counties were without power and in some cases for several days. Ocean County is also serviced by Atlantic City Electric and 52,641 customers in Ocean County were without power after Isaias; and

WHEREAS, without a voice on the BPU the Jersey Shore faces an uphill battle with the power companies in getting help for residents whether it be from a Tropical Storm like Isaias, other coastal storms or failures on the part of the utility companies; and

WHEREAS, lengthy power outages also hurt tourism which is an economic engine for both Monmouth and Ocean counties; and

WHEREAS, power outages also cause great concern for large senior communities and hard working families. These are people that are either on a fixed income or a salary that doesn't allow extra money to replace food and prescriptions spoiled by power outages; and

WHEREAS, coastal counties like Monmouth and Ocean have unique characteristics that the current members of the BPU are not as familiar with as a resident of one of these counties would be; and

WHEREAS, Monmouth and Ocean counties have everything from farmlands to dense downtowns to beach towns—all of which serve as tourism destinations—and so there is a greater understanding of the effects of power outages on a much broader scale than some other counties; and

WHEREAS, in Ocean County, the population of 600,000 year-round residents swells to 1.2 million people and in Monmouth County, the population of 617,000 sees more than 8.9 million visitors, with the majority during the summer season; and

WHEREAS, tourism revenues in Ocean County total \$5 billion and Monmouth County total \$2.6 billion; and

WHEREAS, the current Board of Public Utilities is made up of representatives from Essex, Camden, Morris, Somerset and Bergen counties.

NOW, THEREFORE, BE IT RESOLVED that the Freeholders of Monmouth and Ocean counties want the next opening on the Board of Public Utilities to go to a qualified individual from this shore region in order to assure representation of the interests of the residents and businesses of Monmouth and Ocean County and all shore communities.

BE IT FURTHER RESOLVED that the counties urge Governor Murphy and the Senate recognize that as the populations continue to grow, and people continue to move to Monmouth and Ocean counties to raise a family or retire, the need for representation on the BPU also increases providing coastal communities with a needed voice on the Board. And in the absence of a member from the Jersey Shore, the BPU should designate a liaison to this area to address the growing concerns.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to Governor Phil Murphy, State of New Jersey Board of Public Utilities, Monmouth County Board of Chosen Freeholders, and Ocean County Mayors.

RESOLUTION

August 19, 2020

WHEREAS, the County Engineer has approved the release of bonds for road opening permits, which bonds were posted according to Resolution, adopted by the Board on August 16, 1989.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the County Comptroller is hereby authorized and directed to release the following bonds, which bonds were posted the following road opening permits:

<u>NAME</u>	<u>PERMIT NO.</u>	<u>ISSUED</u>	<u>AMOUNT</u>	<u>TYPE</u>
A to Z Site Contractors, Inc. Bond #1090 (Bond Payable to: 525 Chestnut, LLC, 210 Ocean Avenue, Lakewood, NJ 08701)	EO-18-073	7/16/18	\$5,888.00	Cash
Amec Foster Wheeler Bond #731002 (Bond Payable to: Wood Environment & Infrastructure Solutions, Inc., 1105 Lakewood Parkway, Suite 300, Alpharetta, GA 30009)	18-334	9/4/18	\$2,000.00	Cash
Lennar Plumsted, LLC Bond #4079 (Bond Payable to: U.S. Home Corporation, 2465 Kuser Road, Floor 3, Hamilton, NJ 08690)	18-477	9/13/18	\$1,000.00	Cash
Second Baptist Church Of Toms River Bond #11905	18-608	11/20/18	\$1,000.00	Cash
Walters Residential, LLC Bond #18879	CO-19-052	10/29/19	\$1,000.00	Cash

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Department of Finance and the Ocean County Engineer.

**No Associated
Documents**

**No Associated
Documents**

MEMORANDUM

To: Members of the Board of Chosen Freeholders

From: Carl W. Block, County Administrator *CWB*

Date: July 10, 2020

Subject: Summary of Pre-Board Meeting of June 10, 2020

RECEIVED
JUL 12 2 32 PM '20
CLERK OF THE BOARD
MARYANN CILENTO

Copies to: MaryAnn Cilento, Clerk of the Board
Michael J. Fiure, Assistant County Administrator
Robert Greitz, Director, Employee Relations

Freeholder Director Joseph 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 Virginia P. Haines
Freeholder Deputy Director John P. Kelly
Freeholder Gerry P. Little
Freeholder Gary Quinn

Carl W. Block, County Administrator
Christine Allen, Recording Secretary
MaryAnn Cilento, Clerk of the Board
Robert Greitz, Director of Human Resources
Michael J. Fiure, Assistant County Administrator
John Ernst, County Engineer
Julie N. Tarrant, Comptroller/CFO
John C. Sahradnik, Jr., County Counsel

This Pre-Board Meeting was held in Room 119 to abide by social distancing guidelines set forth by Governor Murphy. There were 10 participants in the room at a time. A nurse interviewed and took temperatures of all in attendance, and a phone number for the public to call in on was listed on the Ocean County website, and advertised in the newspaper as well. Carl Block stated that the Pre Board meeting was open to the public following guidelines for room capacity.

Freeholder Director Vicari discussed the potential Route 9 widening project. Carl Block stated there had been many discussions with the State regarding the widening of Route 9 in Ocean County. \$550 million was pulled from the program. Route 9 was built in 1920, and has not been updated since. The State has neglected the project for many years. Freeholders have been requesting the reconstruction of the road for decades. Mr. Block would like the residents to know that the County has done everything possible to attain these improvements.

Freeholder Kelly said major improvements and widening of Route 9 is required to meet the needs of Ocean County. The Freeholders have demanded by resolution that the State reconsider the decision to shelve the project. They have reached out to the legislators for assistance. This project has been promised for 40 years with no improvements since it was built. Senator Singer's vote which he cast with the understanding that some of the money would be used to widen Route 9 from Lakewood to Route 571 in Toms River, was needed for the gas tax. It's very important for the County, but now the NJTPA has announced that the project is not scheduled at this time.

Freeholder Director Vicari mentioned that this project was promised to Ocean County in the 1980's, and still it hasn't happened. The road is used for Coastal evacuation, and emergency vehicles as well. Freeholder Director Vicari would like the resolution to be shared with all 33 municipalities, the Mayor's Association, and the NJTPA.

Freeholder Little stated that former Senator Len Connors called Route 9 a "cow path". Gas taxes and tolls have risen, but the County still hasn't received any revenue from them. Ocean County is largely a commuting county. The Freeholder said he has spent many hours in meetings over the years regarding Route 9, to no avail. Ocean County has limited clout in Trenton, because Republicans are the minority. The purse strings are controlled by North Jersey Democrats.

Freeholder Haines agrees 100% with the resolution. Ocean County is the fastest growing County in NJ. NJTPA says the project is unnecessary, but The Freeholder would like to see if the decision would be the same if the State authorities regularly traveled Rt.9 the way our residents do.

Freeholder Quinn is a former Lacey Township mayor who agrees with the resolution as well and hopes it has an impact. The Freeholder said Route 9 runs directly through town, so Lacey is directly affected. Commitments to follow through with the project were made to the Lakewood community by Governor Murphy. It affects the northern and southern parts of our County because Route 9 runs through most of it.

Freeholder Little said there are 9,100 total positive cases of COVID-19 in Ocean County with 792 deaths. There are 2,709 cases in long term care facilities with 468 deaths. 59% of the total deaths are in long term care facilities. 81% of the total deaths are over 65. The Governor is allowing outside dining at retail food establishments. The Health Department needs to be sure all food is safe, the environment is clean, and the establishment is following all distancing guidelines.

Freeholder Haines and Mr. Agliata told the Board about a 1.97-acre Open Space Acquisition in Stafford Township that borders 5-acres of preserved Natural Lands Trust Fund property and would be managed as part of the 57-acre Manahawkin Marsh. The landowner accepted a negotiated offer of \$400,000. Stafford Township has supported this acquisition by resolution.

Freeholder Kelly told the Board that the County has been asked to allow restaurants to use County right of ways for dining purposes on Arnold Avenue in Point Pleasant Beach and Washington Street in Toms River. The Freeholder would like the roadways to remain open, but the County is willing to assist the restaurants in whatever way we can to enable them to open for outdoor dining. Point Pleasant Beach will use barriers to block the roadway edges to allow for foot traffic between store fronts. John Ernst will reach out to Point Pleasant Beach to ensure the plan doesn't impede the traffic flow, and is safely enforced. Toms River will close Washington Street for one block between Robbins Street and Main Street to accommodate outdoor dining on Friday and Saturday nights until the end of October.

Mr. Ernst reviewed the items listed on the attached Engineering Department agenda which included three projects recommended for award. The first is the reconstruction and resurfacing of River Avenue, West End Ave to Central Ave in Island Heights. The contractor is Seacoast Construction and the award amount is \$582,451.62. Another reconstruction and resurfacing project Contract 2019B will cover portions of certain county roads. Earle Asphalt is the contractor and the award amount is \$3,142,313.13. A traffic signal contract 2019C for Route 639, and 14th Street at North Hope Chapel Road in Lakewood is also on the agenda. The contractor is JC Contracting Inc. in the amount of \$548,743.00, which was \$100,000 lower than the estimate. There were no questions or comments and all items will be listed on the Board Agenda for the June 17, 2020 Board meeting.

Ms. Cilento reviewed the Clerk of the Board's agenda for the Board meeting of June 17, 2020. There were no questions or comments.

Freeholder Director Vicari asked Carl Block to update the Board on the total costs of the Justice Complex renovation project.

Carl Block then reported that Stafford Township has passed their agreement for the replacement Library and Bond Ordinance. Mr. Block met with Stafford Township to explain the program. The project is being presented to the State to possibly receive a grant for up to \$5 million.

Freeholder Haines left the meeting.

Freeholder Director Vicari said that graduations may occur after July 6, 2020 if the individual school district would like to hold them. The Freeholder stated that the State should be more forthcoming in terms of future funding and aid programs. There is supposed to be a senior tax freeze and a form of municipal aid, but the guidelines are unclear which is causing stress for senior citizens in our communities. Unemployment claims are at an all-time high, and many residents are calling in with concerns about a lengthy delay in receiving their benefits.

Freeholder Director Vicari asked the Board members for comments.

Freeholder Quinn commended Freeholder Director Vicari on his participation on the State informational COVID-19 calls. The Board of Elections has been fielding many calls from voters regarding the Executive Order to vote in the primary by mail only. The County is mailing over 400,000 ballots to residents, which will require additional employees to assist in processing these ballots both in the initial mailing, and the return as well. We have advised concerned voters to contact the State if they have issue with voting by mail only. The County is hoping to have in person voting for the Presidential election in November.

Freeholder Quinn notified the Board of the summer schedule for the Household Hazardous Waste Program which will begin on July 18 and last throughout the summer. This year, residents will be able to pull up to the site while workers remove the waste from the vehicle to minimize contact during the pandemic.

Freeholder Director Vicari commended Freeholder Quinn on the Election Board and County Clerk's Offices for the job they did in getting all of the ballots mailed proficiently.

There were no additional comments.

Ms. Cilento read the resolution to move to closed session.

On a motion by Freeholder Kelly, seconded by Freeholder Quinn, the meeting moved to Closed Session at 5:06pm for personnel discussion, appointments, reappointments, property acquisition and possible litigation. The motion was unanimously carried.

The meeting returned to Open Session at 5:17pm. There being no further business, on a motion by Freeholder Kelly, seconded by Freeholder Little, the meeting adjourned at 5:18pm.

FINAL

ENGINEERING DEPARTMENT AGENDA

Pre-Board Meeting of: June 10, 2020

For Board Meeting of: June 17, 2020

RECOMMEND AWARD

1. Reconstruction and Resurfacing of River Avenue, West End Avenue to Central Avenue, Borough of Island Heights
Contractor: Seacoast Construction, Inc., East Brunswick, NJ
Amount: \$582,451.62
2. Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2019B
Contractor: Earle Asphalt Company, Farmingdale, NJ
Amount: \$3,142,313.13
Award Contingent Upon NJDOT Approval
3. Traffic Signal Contract 2019C, Route 639, Proposed Traffic Signal, 14th Street at North Hope Chapel Road (CR 639), Township of Lakewood
Contractor: J.C. Contracting, Inc., Rahway, NJ
Amount: \$548,743.00

MISCELLANEOUS

1. Bond Release Resolution.
2. Resolution authorizing the installation of a traffic signal at the intersection of County Road #3 (North Hope Chapel Road) and 14th Street in the Township of Lakewood (LKWD-65).

MOTION

June 10, 2020

BE IT RESOLVED, THAT A CLOSED SESSION WILL BE HELD AT THIS TIME TO DISCUSS:

Personnel	Leaves of absence, change of position, titles and updates on filling of positions and promotional appointments.
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Appointments	None
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Reappointments	Mental Health Board
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BE IT FURTHER RESOLVED THAT THE MINUTES OF THIS MEETING WILL BE MADE AVAILABLE TO THE PUBLIC UPON FINAL ACTION BEING TAKEN IN ACCORDANCE WITH THE PROVISIONS OF SAID LAW.

**No Associated
Documents**

**No Associated
Documents**



COUNTY OF OCEAN
DEPARTMENT OF FINANCE

JULIE N. TARRANT
County Comptroller & CFO

CATHY A. ERNST
Assistant Comptroller

August 14, 2020

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 August 19, 2020. This is for the payroll period of July 23, 2020 through August 5, 2020, and for the payroll period of August 6, 2020 through August 19. These payments were made in accordance with the Resolution passed by your Board on June 21, 1972.

Very truly yours,

Cathy A. Ernst
Assistant Comptroller

CAE/dmd
Pay 20-17
Pd. 08/19/2020

2020 AUG 14 10 21 AM
CLERK OF THE BOARD
ADMINISTRATIVE

COUNTY OF OCEAN, NJ
DEPARTMENT OF FINANCE
MASTER PAYROLL CERTIFICATION

08/14/20

AMOUNT \$ 5,487,526.75

PERIOD FROM: July 23, 2020 TO: August 5, 2020
FROM: August 6, 2020 TO: August 19, 2020

FUND	BANK #	CHECK #	AMOUNT
016	01	wire	4,755,417.64
630	24	24-	0.00
905	26	26-2150	5,758.06
209	67	wire	691,357.09
210	68	68-3543	31,059.87
207	73	73-	0.00
225	97	97-1676	3,934.09

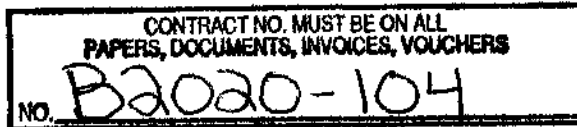
Carthy A. Ernst being duly sworn according to law, upon her oath, depose and says that
the within County Payroll has been examined by her and has approved the amount of wages for each
person as submitted by the various Department Heads.


Cathy N. Ernst, Assistant Comptroller

Received by the Board of Chosen Freeholders

Clerk of the Board

**No Associated
Documents**



RESOLUTION

August 19, 2020

WHEREAS, on July 7, 2020, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of MOTOR VEHICLE: NEW LOADER for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Jesco, Inc.
118 St. Nicholas Ave.
South Plainfield, NJ 07080
(908) 753-8080

Name and Address of Bidder

Foley, Incorporated
855 Centennial Avenue
Piscataway, NJ 08855
(732) 885-5555

; 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, JESCO, 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 Motor Vehicle: New Loader for the County of Ocean, for the contract period from date of award through August 18, 2021, a period of one (1) year or until delivery is complete. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

JESCO, INC. for ten (10) items, to wit:

ITEMS NO. 1, 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h and 1i.

For a Total Lump Sum Award (Item #'s 1-1i) of \$876,042.00.

2. Payments for the equipment 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.

3. WHEREAS, funds for equipment shall be available within the following funding Sources: Solid Waste Management and Vehicle Services O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2020-104.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Solid Waste Management, Vehicle Services and Jesco, Inc., the successful bidder.

✓ ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
ENGINE		
Six (6) cylinder, turbocharged, charge air cooled diesel engine and shall be designed and built by the manufacturer	<u>X</u>	_____
Engine shall be certified to EPA Final Tier 4/EU Stage V	<u>X</u>	_____
Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design	<u>X</u>	_____
Engine displacement shall be no less than 9.0 liters (548 cu. in.)	<u>X</u>	_____
Gross peak power not less than 276 hp at 1800 rpm	<u>X</u>	_____
Engine net peak power shall be no less than 268 hp (200 kW) @ 1800 rpm	<u>X</u>	_____
Engine shall develop at least a 48% torque rise and should have at least 951 lb per foot (1290 Nm) net peak torque @1400 rpm	<u>X</u>	_____
Fuel system shall be high-pressure, common rail, and compatible with B20 biodiesel	<u>X</u>	_____
Daily check points shall be accessible from one side of the engine and shall be done from ground level	<u>X</u>	_____
Under-hood engine air cleaner shall be dry type, dual element with a restriction sensor and in-cab restriction warning light. Must be able to access air cleaner without tools.	<u>X</u>	_____
The loader shall have pre-screened under hood air intake to minimize plugging	<u>X</u>	_____
The loader shall have automatic exhaust filter regeneration with de-rating when exceeding system temperatures	<u>X</u>	_____
Access to engine will be open from both sides with side opening, full access service doors	<u>X</u>	_____
Engine shall have no less than 10-micron rated primary fuel filter with water separator	<u>X</u>	_____
Loader shall be equipped with a heavy-duty steel fuel tank guard	<u>X</u>	_____
Service interval for the engine oil and filter shall be 500 hours	<u>X</u>	_____
The unit shall have a programmable auto-shutdown and auto-idle (900-1250rpm) feature for the engine as standard equipment	<u>X</u>	_____
The electrical system shall be 24 volt with 100 amp (140 amp optional) alternator	<u>X</u>	_____
COOLING		
Unit shall have a proportionally controlled, hydraulically driven reversing, 90° swing-out fan, standard equipment	<u>X</u>	_____

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
COOLING (Cont'd)		
The unit will have two-sided access to all coolers	<u>X</u>	
Air intake shall be pre-screened .12 inches (3 mm perforations) for each cooling component	<u>X</u>	
Cooling system shall be isolated from the engine compartment	<u>X</u>	
Unit shall have a coolant recovery tank provided	<u>X</u>	
Unit shall have a fan-guard	<u>X</u>	
Fluid levels should be easily checked by sight gauges or overflow tank	<u>X</u>	
Unit shall have a 6000 hour interval of service for cooling system	<u>X</u>	
POWER TRAIN		
Unit shall have a counter shaft power shift transmission with Lockup torque-converter, Five (5) forward, Three (3) reverse gears to provide improved fuel economy in load-and-carry or road applications.	<u>X</u>	
The transmission shall be electronically controlled, adaptive, with load and speed dependent shift modulation	<u>X</u>	
Shift modes shall be manual, auto to 1st or 2nd, kick down or kick up/down.	<u>X</u>	
Service interval for the transmission oil filter shall be 2000 hours	<u>X</u>	
The transmission clutch calibration shall be performed from the cab monitor	<u>X</u>	
Unit shall have a joystick mounted F-N-R and gear-select lever, kick-down button on hydraulic lever. Shall have quick shift feature that allows pushbutton gear changes, one gear at a time	<u>X</u>	
Sight gauge showing transmission fluid shall be at ground level	<u>X</u>	
Transmission filter restriction shall be displayed in the cab	<u>X</u>	
The transmission shall be able to reach 24.9 mph in 5th gear and 12.7 in 3rd gear with 23.5R25 tires	<u>X</u>	
AXLES/BRAKES		
The final drives shall be heavy-duty inboard planetary	<u>X</u>	
The loader shall have the brake pedal function as an adaptive clutch cut off or brake only function	<u>X</u>	

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
AXLES/BRAKES (Cont'd)		
The service brake shall be hydraulically actuated, spring-retracted, inboard sun shaft mounted, oil cooled, self-adjusting, single disc, and sealed from water, mud, and dust contamination	<u>X</u>	<u> </u>
The parking brake shall be automatic spring applied, hydraulically released, driveline mounted, oil-cooled, multi-disc and sealed from water, mud and dust contamination	<u>X</u>	<u> </u>
The brakes shall have easy access for inspection with elevated axle breathers	<u>X</u>	<u> </u>
Rear axle shall not have less than 26 degrees oscillation, stop to stop, when equipped with 23.5R25 radial tires	<u>X</u>	<u> </u>
The dipstick port and housing fill shall be at the top of the axle	<u>X</u>	<u> </u>
The front axle shall be dual locking hydraulically actuated, disc clutch style, locking differential. Automatic differential lock shall be supplied.	<u>X</u>	<u> </u>
The loader shall have a standard hydraulic locking front with conventional rear and optional dual locking front and rear axle	<u>X</u>	<u> </u>
HYDRAULIC SYSTEM		
The Hydraulic flow shall not be less than 82 gpm.	<u>X</u>	<u> </u>
The hydraulic filter shall be in-tank, vertical mounting with service interval of 4000 hours.	<u>X</u>	<u> </u>
The hydraulic fluid shall have a rated life of 4000 hours	<u>X</u>	<u> </u>
The hydraulic system shall be pressure-compensating load-sensing	<u>X</u>	<u> </u>
Hydraulic tank capacity should be no less than 27.8 gallons	<u>X</u>	<u> </u>
Unit shall be equipped with single-lever joystick	<u>X</u>	<u> </u>
Unit shall have in cab programmable return to carry, boom height kick out, and two separate return to dig savable settings	<u>X</u>	<u> </u>
Unit shall have two programmable multi-function buttons on the joystick	<u>X</u>	<u> </u>
All auxiliary flow functions will have the ability to be adjustable and continuous	<u>X</u>	<u> </u>
Unit will have ability to set hydraulic flow and response rates for up to ten (10) attachments	<u>X</u>	<u> </u>
Unit shall have a bucket shake feature for fine metering of loose materials programed on the multi-function buttons	<u>X</u>	<u> </u>

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
HYDRAULIC SYSTEM (Cont'd)		
Unit shall have a precision mode for operations requiring slow and precise control of hydraulics	<u>X</u>	<u> </u>
A sight gauge will be provided for checking hydraulic reservoir fluid	<u>X</u>	<u> </u>
Hydraulic pump shall be variable-displacement, axial-piston pump: closed-center, pressure-compensating system	<u>X</u>	<u> </u>
Third function valve and plumbing shall be provided, third function shall be activated via rocker switch on joystick	<u>X</u>	<u> </u>
Loader steering articulation angle shall be no less than 80° (40° in each direction)	<u>X</u>	<u> </u>
ELECTRICAL		
Two batteries shall be included, 24-volt, 950 CCA, 200-min. rated reserve of no less than 25 amps for 200-min at 80°F	<u>X</u>	<u> </u>
The unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches	<u>X</u>	<u> </u>
The unit shall have a keyless starting system with configurable security settings	<u>X</u>	<u> </u>
Unit's electrical system will be protected by a 150 amp circuit breaker.	<u>X</u>	<u> </u>
The unit shall be provided with a lockable master electrical disconnect switch	<u>X</u>	<u> </u>
Cab will be pre-wired for a rotating beacon/strobe light	<u>X</u>	<u> </u>
The in-cab switch module shall be sealed to keep out dirt, dust and airborne debris	<u>X</u>	<u> </u>
Unit shall be equipped with (4) front; (2) rear driving lights with guards, turn signals and flashers, stop and tail lights. The tail lights shall be type mounted high up in the rear grille for protection from damage and better sight visibility and shall have a normal service life equal to the machine. All Lights shall be LED.	<u>X</u>	<u> </u>
Unit shall come standard with three 12v power ports	<u>X</u>	<u> </u>
Unit shall be equipped with analog display for:		
• engine coolant temperature		
• transmission oil temperature		
• hydraulic oil temperature		
• engine oil pressure	<u>X</u>	<u> </u>

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
ELECTRICAL (Cont'd)		
Unit shall have digital readout for: engine rpm, odometer, transmission gear/direction indicator, speedometer, hour meter, fuel level, average fuel level, and DEF level	<u> X </u>	<u> </u>
Unit shall have operator warning lights for:		
• check engine		
• engine oil pressure		
• engine air restriction		
• battery voltage		
• transmission filter restriction		
• brake pressure		
• hydraulic oil filter		
• transmission fault		
• hydraulic oil temperature	<u> X </u>	<u> </u>
The monitor will have the diagnostic capability to test electrical switches in the cab without the use of special tools.	<u> X </u>	<u> </u>
The JDLink Telematics system shall allow the owner to track specific operator performance and productivity (e.g. fuel consumed, idle time, ride control utilization) when Operator Security PINs are enabled and assigned.	<u> X </u>	<u> </u>
OPERATOR STATION		
Unit shall be equipped with a Cab with ROPS/FOPS Level 1 protection, including A/C and heater and be multiplane isolation mounted for noise/vibration reduction	<u> X </u>	<u> </u>
Automatic temperature controlled HVAC shall be standard	<u> X </u>	<u> </u>
Orange colored 3" retractable seat belt shall be provided	<u> X </u>	<u> </u>
Dual tilt steering wheel shall be standard for maximum operator comfort	<u> X </u>	<u> </u>
3-point contact at all times at the front and rear of the loader and around the roof-line	<u> X </u>	<u> </u>
Standard AM/FM/Weather Band (WB) with remote auxiliary port	<u> X </u>	<u> </u>
Front sun visor shall be pull down type	<u> X </u>	<u> </u>
The cab shall have continuous and unobstructed glass from roofline to floor.	<u> X </u>	<u> </u>
Cab shall come with premium high back seat which includes heat control	<u> X </u>	<u> </u>
A seat backrest extension will be standard	<u> X </u>	<u> </u>
Heated seat with headrest and independent height and weight adjustment	<u> X </u>	<u> </u>

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
OPERATOR STATION		
Cab shall have a minimum of 1 cup holder, 1 cup/thermos holder with strap, personal cooler holder/storage, compartment for operator's manual, rubber floor mat and coat hook	<u>X</u>	<u> </u>
Unit shall have separate 7 inch monitor which will act as rear view camera only.	<u>X</u>	<u> </u>
Unit shall have a 7" standard monitor.	<u>X</u>	<u> </u>
GENERAL		
Unit shall be equipped with 23.5R25 1-Star L3 Radial tires with 3-piece rims	<u>X</u>	<u> </u>
Machine tipping load straight with Hi Lift Z-Bar linkage and 4.75 cubic yard bucket and no tire deflection, shall be at least 30,153 lbs.	<u>X</u>	<u> </u>
Machine full turn tipping load with high lift Z-bar linkage and 4.75 cubic yard pin on bucket with tire deflection shall be at least 25,964 lbs.	<u>X</u>	<u> </u>
Front tires shall be covered with fenders	<u>X</u>	<u> </u>
Easily accessible remote start battery terminals	<u>X</u>	<u> </u>
The counterweight shall be built-in	<u>X</u>	<u> </u>
Unit will be provided with a rear hitch with locking pin	<u>X</u>	<u> </u>
Unit shall have an articulation locking bar	<u>X</u>	<u> </u>
Unit shall have vandal protection with lockable engine enclosures, right counterweight storage, filler access for radiator/fuel/DEF/hydraulic/transmission	<u>X</u>	<u> </u>
The unit shall be provided with a loader boom service locking bar	<u>X</u>	<u> </u>
Loader shall have reinforced articulation joints with double tapered roller bearings	<u>X</u>	<u> </u>
Fuel tank capacity shall be no less than 92.6 gallons (351 L) with ground-level fueling and lockable cap	<u>X</u>	<u> </u>
Operating weight with standard equipment, 4.75 cubic yard bucket with bolt-on edge, 23.5R25 tires, high Lift Linkage, ROPS cab, 175 lb. operator and full fuel tank shall be NO less than 44,058 lbs.	<u>X</u>	<u> </u>
Breakout force with 4.75 yard high lift linkage shall not be less than 35,155 lbs.	<u>X</u>	<u> </u>
Ground clearance under the loader shall be no less than 15.2" (386 mm)	<u>X</u>	<u> </u>
Loader shall have height to hinge-pin (fully raised) no less than 14' 9"	<u>X</u>	<u> </u>

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
GENERAL		
Dump clearance 45° full height High Lift Linkage with 4.75 yard bucket not to be less than 10 ft. 7 in.	<u>X</u>	<u> </u>
Rated operating load 50% Full Turn tipping Load not less than 12,982 lbs. with High Lift Linkage.	<u>X</u>	<u> </u>
Reach at 45° dump, 7 ft. clearance shall be no less than 6ft. 9 in with 4.75 cubic yard Bolt-on Edge bucket, high lift linkage	<u>X</u>	<u> </u>
FRAMES AND STRUCTURES		
Machine front frame shall be of a 4-plate design of four vertical plates extending from boom pivot pins reaching to the front axle to distribute boom loads on the axle.	<u>X</u>	<u> </u>
Loader bucket bell crank linkage shall be fabricated of high strength steel	<u>X</u>	<u> </u>
INCLUDED FEATURES		
Automatic reversing fan drive with monitor adjustable 20 - 40 minute time increments	<u>X</u>	<u> </u>
Ride control, automatic with monitor adjustable speed settings	<u>X</u>	<u> </u>
License plate bracket and light	<u>X</u>	<u> </u>
Hydraulic axle coolers	<u>X</u>	<u> </u>
Automatic differential lock	<u>X</u>	<u> </u>
High-lift loader linkage for additional 13.6" height to hinge pin, fully raised	<u>X</u>	<u> </u>
Electrical corrosion-prevention protection in corrosive environments	<u>X</u>	<u> </u>
Centrifugal cab fresh air and engine air intake pre-cleaner	<u>X</u>	<u> </u>
Heated, or remote-adjustable heated, mirrors	<u>X</u>	<u> </u>
Environmental drains and oil sampling for the engine oil, transmission oil, hydraulic oil, and engine coolant.	<u>X</u>	<u> </u>
Heated/ventilated seat with headrest and independent height and weight adjustment	<u>X</u>	<u> </u>
LED lighting	<u>X</u>	<u> </u>
Spare tire and rim assembly	<u>X</u>	<u> </u>
Dedicated rear view camera monitor	<u>X</u>	<u> </u>
Rear view camera and radar object detection	<u>X</u>	<u> </u>

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
INCLUDED FEATURES (Cont'd)		
Five (5) speed forward, three (3) reverse lockup torque converter transmission	<u>X</u>	<u> </u>
One (1) 5 lb. Fire extinguisher	<u>X</u>	<u> </u>
One (1) complete set of all filters	<u>X</u>	<u> </u>
Five (5) gallons of recommended use hydraulic oil	<u>X</u>	<u> </u>
All 3rd function hydraulic functions all operable from the primary joystick controller	<u>X</u>	<u> </u>
Engine compartment light, and Cycle counter switch in cab	<u>X</u>	<u> </u>
Engine block heater	<u>X</u>	<u> </u>
Premium AM/FM/Weather Band (WB) with Bluetooth, Aux and USB Port	<u>X</u>	<u> </u>
SMV installed (cannot be installed on rear grille)	<u>X</u>	<u> </u>
One (1) spare complete tire and rim assembly	<u>X</u>	<u> </u>
INCLUDED ATTACHMENTS		
4.75 cubic yard coupler bucket with edge	<u>X</u>	<u> </u>
418 style JRB coupler factory installed	<u>X</u>	<u> </u>
JD Link machine monitoring system with five (5) year subscription	<u>X</u>	<u> </u>
OPTIONS		
✓ 1A. <u>Warranty Upgrade Package #1</u>		
Five (5) Year/60 Month/7,000 Hour Comprehensive Warranty		
Travel Time/Mileage included for the first year	<u>X</u>	<u> </u>
✓ 1B. <u>Warranty Upgrade Package #2</u>		
Seven (7) Year/84 Month/7,000 Hour Comprehensive Warranty		
Travel Time/Mileage included for the first year	<u>X</u>	<u> </u>
✓ 1C. <u>Warranty Upgrade Package #3</u>		
7 Year/84 Month/7,000 Hours Comprehensive Warranty		
Travel Time/Mileage unlimited for first year	<u>X</u>	<u> </u>
✓ 1D. <u>Preventative Maintenance Package</u>		
On site for 4,000 hours of service as per manufacturer's guidelines		
all oils and filters to be removed by dealer.	<u>X</u>	<u> </u>
Oil analysis shall be included in all services	<u>X</u>	<u> </u>

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

COMPLIANCE
YES NO

OPTIONS (Cont'd)

✓ **1E. Brush Bucket**

Gem GR QC BC Extreme Root Rake 418 coupler ears, 120" width, seven (7) tine, with seven (7) replaceable teeth, weight 7,100 lbs.

 X

✓ **1F. Diagnostic Tools / Test Equipment**

Cummins Quickserv Unlimited Service plan, with renewals, shall be provided at no cost to the county for a period of five (5) years from the acceptance of the equipment

1. Successful bidder may be required to supply between one (1) to three (3) complete sets of OEM test/diagnostic/ programming equipment (i.e. laptop, software, cabling, and adapters) and special tools required to perform the full range of diagnostic and maintenance actions necessary to maintain vehicle operability. This equipment will cover the vehicle chassis, engine, transmission, brakes, hydraulics, and all additional equipment (if applicable).
2. All laptop computers will be of the newest available technology and have sufficient storage and memory to operate all required software.
3. Provide a list of all test/diagnostic/programming equipment and special tools being supplied at the time of bid.
4. All software installations and activations will be completed by the successful bidder at no cost to the County.
5. All software updates and renewal will be provided at no cost to the County for a period of five (5) years from the acceptance of the equipment.
6. All technical issues relating to test/diagnostic/programming equipment and special tools shall be resolved by the successful bidder at no cost to the County for a period of five (5) years from the acceptance of the equipment.
7. Training shall be provided on all items in this section at a County location.

 X

 X

 X

 X

 X

 X

 X

✓ **1G. Two-Way Radio Power and Wiring Requirements for New Vehicles**

For the purpose of installing two-way radios into new County vehicles and equipment, the following power and wiring components shall be included:

1. #12 AWG RED wire connected to 12VDC Battery Source rated at 20 Amps.
2. #12 AWG BLACK wire connected to chassis ground.
3. #16 AWG YELLOW wire connected to 12VDC Ignition Sense rated at 5 Amps.

These wires shall be encased in plastic wire loom and routed from their source into the cab of the vehicle and secured in the vicinity of the operator. The wiring harness shall be clearly labeled "TWO-WAY RADIO". The wires shall be unterminated. The 12VDC sources shall be protected from making contact with grounded metal surfaces.

 X

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

COMPLIANCE
YES **NO**

OPTIONS (Cont'd)

✓ **I.H. Installation of County Supplied Two Way Radio and Accessories**

Install is to include but not limited to antenna cable, mounts, speakers, brackets, etc.

For the purpose of installing two-way radios into new County vehicles and equipment, the following power and wiring components shall be included:

1. #12 AWG RED wire connected to 12VDC Battery Source rated at 20 Amps.
2. #12 AWG BLACK wire connected to chassis ground.
3. #16 AWG YELLOW wire connected to 12VDC Ignition Sense rated at 5 Amps.

These wires shall be encased in plastic wire loom and routed from their source into the cab of the vehicle. The wiring harness shall be clearly labeled "TWO-WAY RADIO".

The 12VDC sources shall be protected from making contact with grounded metal surfaces. X

✓ **II. Technical Support**

Technical Support is to be provided by factory authorized technical representatives and is to be the original equipment Manufacturer's industry standard technical presentation in a classroom setting. X

The support provided shall be at the journeyman/equipment technician level and should address limited theory, fault diagnosis and repair pertaining specifically to the equipment supplied under this specification. X

Technical support may be requested in the following areas:

1. Engine (cooling, fuel, ignition, lubrication systems) – 1 day at each location.
2. Transmission – 1 day at each location
3. Electrical – 1 day at each location
4. Brakes – 1 day at each location
5. Hydraulic system (dump body, spreader, snow plow) – 1 day at each location
6. Upfitter (dump body, sweeper, etc.) – 1 day at each location X

A technical representative(s) shall be made available for a total of 180 training/support hours (anticipated to be scheduled in six (6) hour blocks). Shorter training days will be allowed only with consent of Vehicle Services. The total training hours will be required to be provided and no additional compensation will be considered. The actual time to be spent on each area will be by mutual agreement of the Vehicle Services Department and the successful bidder. X

For the purposes of determining materials and other training costs, class size is anticipated to be comprised of six (6) to ten (10) Vehicle Services Department personnel. Actual class size will be determined by the Vehicle Services Department at the time the classes are scheduled. X

✓ **ITEM 1 – MODEL YEAR 2020, OR NEWER, JOHN DEERE 724L 4-WHEEL DRIVE LOADER, AS SPECIFIED OR EQUAL (CONT'D)**

COMPLIANCE
YES **NO**

OPTIONS (Cont'd)

✓ **II. Technical Support (Cont'd)**

Before the training is scheduled, Vehicle Services and the contractor will agree on the scope of the training, and the type and quantity of manuals, etc. that are necessary for proper coverage.

 X

Technical Support for Vehicle Services may be provided at the following fleet maintenance facility location as scheduled by a Vehicle Services Department representative:

- a. Toms River, 152 Chestnut Street, Toms River, N.J. 08753 (Two (2) sessions will be provided at this location. One beginning at 7 am and another beginning at 1:30 pm)

- b. Manahawkin, 379 Haywood Road, Bldg. 109, Manahawkin, N.J. 08050

 X

Technical Support for other Departments will be held at a location within Ocean County. The requesting Department will notify the successful bidder of the location.

 X

Training at the successful bidder's site, rather than the designated locations, will be by mutual consent only.

 X

Technical support will be requested and scheduled on an as needed basis up to but not exceeding the 180 hours total during a period not to exceed twelve (12) months from the date of placing the last unit in service.

 X

Proposal for the furnishing and delivery of **MOTOR VEHICLE: NEW LOADER** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

() - YES () - NO

PRICE SCHEDULE

Item #	Description	Qty. Bid	Max. Qty.	Unit of Meas.	Unit Price	Total Price
✓1	Model Year 2020 or Newer, John Deere 724L, 4-Wheel Drive Loader, As Specified, or Equal	1	2	EA	\$ 272,932.00	\$ 545,864.00

Year, Mfr., Model: 2020 JOHN DEERE 724L

Engine: JOHN DEERE P55 6090

Transmission: DEERE COUNTERSHAFT POWERSHIFT

Delivery, A.R.O.: 90 DAYS

Warranty: JOHN DEERE AS SPECIFIED

REMARKS: _____

OPTIONS:

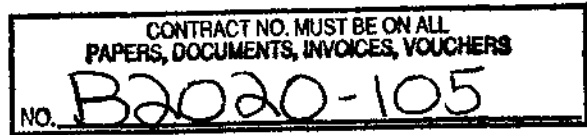
✓1a	Warranty Upgrade Package #1, As Specified	1	2	EA	\$ 14,364.00	\$ 28,728.00
✓1b	Warranty Upgrade Package #2, As Specified	1	2	EA	\$ 17,381.00	\$ 34,762.00
✓1c	Warranty Upgrade Package #3, As Specified	1	2	EA	\$ 20,381.00	\$ 40,762.00
✓1d	Preventative Maintenance Package, As Specified	1	2	EA	\$ 24,725.00	\$ 49,450.00
✓1e	Brush Bucket, As Specified	1	4	EA	\$ 22,294.00	\$ 89,176.00
✓1f	Diagnostic Tools/Test Equipment, As Specified	1	3	SET	\$ 22,900.00	\$ 68,700.00

Item #	Description	Qty. Bid	Max. Qty.	Unit of Meas.	Unit Price	Total Price
✓1g	Two-Way Radio, Power and Wiring Requirements, As Specified	1	2	EA	\$ 750.00	\$ 1,500.00
✓1h	Installation of County Supplied Two-Way Radio and Accessories, As Specified	1	2	EA	\$ 900.00	\$ 1,800.00
✓1i	Technical Support, As Specified	1	180	HR	\$ 85.00	\$ 15,300.00
TOTAL LUMP SUM (Add Items 1-1i):						\$ 876,042.00

EXCEPTIONS - LIST DIFFERENCES AND EXPLAIN IN DETAIL ON BIDDER'S LETTERHEAD

VENDOR TO INCLUDE TECHNICAL SPECIFICATIONS AND DESCRIPTIVE LITERATURE WITH BID PROPOSAL

NOTE: Jesco will be providing Dell 3000 Series laptop with 5-year service advisor and connecting cables for diagnostic equipment.



RESOLUTION

August 19, 2020

WHEREAS, on July 7, 2020, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of NEW HEAVY DUTY TIRE CHANGER AND BALANCERS for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Esti Warehouse, Inc.
410 Long Island Ave.
Wyandanch, NY 11798
(631) 491-0747

Name and Address of Bidder

Jeff Walker, Inc.
700 W. Delilah Rd.
Pleasantville, NJ 08232
(609) 646-2028

; 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, namely that of, ESTI WAREHOUSE, INC. and JEFF WALKER, 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 New Heavy Duty Tire Changer and Balancers for the County of Ocean, for the contract period from date of award through August 18, 2021, a period of one (1) year, OR until delivery is complete. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

A. ESTI WAREHOUSE, INC. for three (3) items, to wit:

ITEMS NO. 1, 3 and 3a.

Item #1 award of \$31,000.00 and a Total Lump Sum Award of Item #3 (3-3a) of \$51,558.00.

B. JEFF WALKER, INC. for two (2) items, to wit:

ITEMS NO. 2 and 2a.

For a Total Lump Sum Award of Item #2 (2-2a) of \$22,451.50.

2. Payments for the materials and 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.

3. WHEREAS, funds for materials and services shall be available within the following funding Sources: Vehicle Services O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2020-105.

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

✓ **ITEM #1 - HUNTER MODEL TCX625HD HEAVY DUTY TIRE CHANGER,
AS SPECIFIED OR EQUAL**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
HEAVY DUTY TIRE CHANGER		
Hunter TCX625HD Heavy Duty Tire Changer or equal.	✓	
Operating Voltage shall be 208-230 V 1 Phase, 60hz, 20 A	✓	
<u>MEASUREMENTS:</u>		
Width 86 in	✓	
Min. Height 40 in. Max Height 52 in.	✓	
Min. Depth 25 in. Max Length 65 in.	✓	
<u>RIM DIAMETER:</u>		
14.5-24.5 in.	✓	
<u>MAX WHEEL ASSEMBLY DIMENSIONS:</u>		
Max wheel assembly diameter shall be 55 in.	✓	
Max wheel assembly width shall be 27 in.	✓	
Max wheel assembly weight shall be 1,545 lbs.	✓	
<u>TORQUE:</u>		
Shall be 1,250 ft-lbs	✓	
<u>ROTATION SPEED:</u>		
7 RPM Clockwise and Counter Clockwise	✓	
<u>MANDATORY STANDARD ACCESSORIES:</u>		
Aluminum wheel clamp	✓	
Steel Wheel Clamp	✓	
Tire Paste & Brush	✓	
Hook & Hook pin	✓	
Roller	✓	
Lever	✓	
Safely service assemblies up to 55" diameter	✓	
Spindle head raises and lowers the wheel into position	✓	
Twin Rollers quickly and easily loosen beads and dismounts tire	✓	
Hydraulic-powered carriage shuttles the wheel side to side	✓	
Integrated tool storage located on the tire changer base	✓	
Includes Factory Installation and training	✓	

✓ **ITEM #3 – HUNTER ROAD FORCE ELITE BALANCER, MODEL #RFE12, AS SPECIFIED OR EQUAL**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
WHEEL BALANCER		
Hunter Road Force Elite Balancer (RFE12) or Equal	✓	
<u>POWER REQUIREMENTS</u>		
196-253V, 10 amp, 50/60 Hz, 1 ph (NEMA L6-20P plug included)	✓	
<u>MEASUREMENTS</u>		
Width 72 in	✓	
Height 89 in	✓	
Depth 63 in	✓	
<u>CAPACITY</u>		
Rim Width Range 1.5 in to 20.5 in	✓	
Rim Diameter Range 10 in to 30 in	✓	
ALU 14 in to 40 in	✓	
Max Tire Diameter 40 in	✓	
Max Tire Width 20 in	✓	
Max Tire Weight 175lb	✓	
Air Supply Requirements 100-175 psi	✓	
Roller Force Variable up to 1,250 lbs	✓	
Radial and Lateral Runout Accuracy .002 in	✓	
Imbalance Resolution ±.01 oz	✓	
Placement Accuracy 512 positions, ±0.35°	✓	
Balancing Speed 300 rpm	✓	
Motor – Programmable drive system and DC Motor	✓	
Wheel Lift	✓	
TDC Laser	✓	
Printer & Shelf	✓	
SmartScan Laser measuring system which determines:		
- Wheel Dimensions		
- Weight mode selection		
- Spoke mode		
- Rim profile		
- Rim runout		
ForceMatching prediction	✓	
- Intuitive Touch Screen	✓	
Auto-up hood	✓	
eCal automatic calibration that verifies balancing accuracy	✓	

✓ **ITEM #3 – HUNTER ROAD FORCE ELITE BALANCER, MODEL #RFE12, AS SPECIFIED OR EQUAL (Cont'd)**

COMPLIANCE

YES **NO**

WHEEL BALANCER (Cont'd)

Centering check to verify results

✓

Weight Placement Laser and work light

✓

TPMS Spec Database

✓

Hammerhead weight placement laser

✓

Power Wheel Lift: allows for accurate centering without back strain

✓

Auto Inflation station to set and document tire pressure

✓

Bullseye dual-taper 10 collet centering kit standard

✓

Factory installation and training included

✓

Superior alloy balancer shaft with 3 year warranty

✓

Economy MD collet kit – provides coverage for most medium duty applications. Does not handle large 8 lug/8.7" bore found on some MD trucks.

✓

OPTIONS

✓ **3A. Wheel Balancer Accessory**

Large Bore, 8 lug 19.5" stud kit (Hunter part number: 20-2977-2)-

Kit Includes:

- Centering Ring
- Adapter – 4 arm clamp star MD
- Pin HD Steel

Nut – Knurled HD M16

✓

Proposal for the furnishing and delivery of NEW HEAVY DUTY TIRE CHANGER AND
BALANCERS for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT
PURCHASING SYSTEM" PARTICIPANTS.

() - YES () - NO

PRICE SCHEDULE

Item #	Description	Qty. Bid	Max. Qty.	Unit of Meas.	Unit Price	Total Price
✓ 1	Furnish, Deliver and Install a Hunter TCX625HD Heavy Duty Tire Changer or Equal	1	2	EA	\$ 15,500.00	\$ 15,500.00
Year, Mfr., Model: <u>2020 Hunter TCX625HD New</u> Delivery, A.R.O.: <u>12 days from PO</u> Warranty: <u>3 years</u> REMARKS: <u>Unit Bid is Unit Requested.</u>						
TOTAL FOR ITEM #1:						\$ 15,500.00
2	Furnish, Deliver and Install a Hunter SmartWeight Touch High Capacity Balancer (SWT32), As Specified or Equal	1	2	EA	\$ 10857.00	\$ 10857.00
Year, Mfr., Model: <u>2020 Hunter SWT32 New</u> Delivery, A.R.O.: <u>12 days from PO</u> Warranty: <u>3 years</u> REMARKS: <u>Unit Bid is Unit Requested.</u>						
2a	Wheel Balancer Accessory – Large Bore, 8 lug 19.5" stud kit (Hunter part number: 20-2977-2), As Specified or Equal	1	2	EA	\$ 725.00	\$ 725.00
TOTAL FOR ITEM #2 (Add Items 2-2a):						\$ 11,852.00

Item #	Description	Qty. Bid	Max. Qty.	Unit of Meas.	Unit Price	Total Price
√ 3	Furnish, Deliver and Install a Hunter Road Force Elite Balancer (RFE12), As Specified, or Equal	1	3	EA	\$ 16461.00	\$ 16461.00
Year, Mfr., Model: <u>2020 Hunter RFE12 New</u>						
Delivery, A.R.O.: <u>12 days from PO</u>						
Warranty: <u>3 years</u>						
REMARKS: <u>Unit Bid is Unit Reassigned.</u>						
√ 3a	Wheel balancer Accessory - Large Bore, 8 lug 19.5" stud kit (Hunter part number: 20-2977-2), As Specified, or Equal	1	3	EA	\$ 725.00	\$ 725.00
TOTAL FOR ITEM #3 (Add Items 3-3a):						\$ 17186.00

EXCEPTIONS - LIST DIFFERENCES AND EXPLAIN IN DETAIL ON BIDDER'S LETTERHEAD

**VENDOR TO INCLUDE TECHNICAL SPECIFICATIONS AND DESCRIPTIVE
LITERATURE WITH BID PROPOSAL**

VENDOR SHALL SUBMIT WARRANTY DETAILS WITH BID

✓ **ITEM #2 – HUNTER SMARTWEIGHT TOUCH HIGH CAPACITY BALANCER, MODEL #SWT32, AS SPECIFIED OR EQUAL**

COMPLIANCE**YES****NO****HIGH CAPACITY TIRE BALANCER**

Hunter SmartWeight Touch High Capacity Balancer (SWT32)
or equal

✓

POWER REQUIREMENTS

196-253V, 10 amp, 50/60 Hz, 1 Phase (power cable includes:
NEMA 20 amp plug, L6-20P)

✓

MEASUREMENTS

Width 67 in

✓

Height 89in

✓

Depth 62 in

✓

CAPACITY

Rim Width 1.5 in to 20.5 in

✓

Rim Diameter 10 in to 30 in

✓

ALU 14 in to 40 in

✓

Max Tire Diameter 44 in

✓

Max Tire Width 20 in

✓

Max Tire Weight 175 lb

✓

Air Supply requirements 100-175 psi (7-12 bar)

✓

Imbalance resolution ± 0.01 oz

✓

Placement Accuracy 512 positions, $\pm 0.35^\circ$

✓

Balancing Speed 300 rpm

✓

Motor – Programmable drive system and DC Motor

✓

Wheel Lift System

✓

AutoClamp system

✓

TDC laser system

✓

Intuitive Touch Screen Interface

✓

eCal automatic calibration to verify balancing accuracy

✓

TPMS Spec Database (Sensor type and reset procedures)

✓

Centering Check to verify results

✓

Photo instructions for wheel mounting and tire changing

✓

Hammerhead TDC Weight placement laser

✓

Power Wheel Lift for accurate centering without back strain

✓

Speed Clamp Lightning fast mounting

✓

✓ **ITEM #2 – HUNTER SMARTWEIGHT TOUCH HIGH CAPACITY BALANCER, MODEL #SWT32, AS SPECIFIED OR EQUAL (Cont'd)**

COMPLIANCE**YES****NO****HIGH CAPACITY TIRE BALANCER (Cont'd)****CAPACITY (Cont'd)**

Auto double dataset arms

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>

Spindle-Lok

BullsEye collet kit and front mounted storage – included
 BullsEye collets, offset spacer 20-2711-1, storage 56-70-02
 and bracket 14-1470-005

<u>✓</u>	<u> </u>
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Economy MD collet kit (20-3358-1) – provides broad coverage
 for most medium duty applications. Does not handle the large
 8 lug/8.7" bore on some medium duty truck.

<u>✓</u>	<u> </u>
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Superior Alloy Balancer shaft with 3 year warranty

<u>✓</u>	<u> </u>
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Factory Installation and Training

<u>✓</u>	<u> </u>
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OPTIONS**2A. Wheel Balancer Accessory**

Large Bore, 8 lug 19.5" stud kit (Hunter part number: 20-2977-2) -

Kit Includes:

- Centering Ring
- Adapter – 4 arm clamp star MD
- Pin HD Steel

Nut – Knurled HD M16

<u>✓</u>	<u> </u>
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✓ **ITEM #2 – HUNTER SMARTWEIGHT TOUCH HIGH CAPACITY BALANCER, MODEL #SWT32, AS SPECIFIED OR EQUAL (Cont'd)**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
HIGH CAPACITY TIRE BALANCER (Cont'd)		
<u>CAPACITY (Cont'd)</u>		
Auto double dataset arms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spindle-Lok	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BullsEye collet kit and front mounted storage – included	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BullsEye collets, offset spacer 20-2711-1, storage 56-70-02 and bracket 14-1470-005	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Economy MD collet kit (20-3358-1) – provides broad coverage for most medium duty applications. Does not handle the large 8 lug/8.7" bore on some medium duty truck.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Superior Alloy Balancer shaft with 3 year warranty	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Factory Installation and Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OPTIONS

✓ **2A. Wheel Balancer Accessory**

Large Bore, 8 lug 19.5" stud kit (Hunter part number: 20-2977-2) -

Kit includes:

- Centering Ring
- Adapter – 4 arm clamp star MD
- Pin HD Steel

Nut – Knurled HD M16

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Proposal for the furnishing and delivery of NEW HEAVY DUTY TIRE CHANGER AND
BALANCERS for the County of Ocean.

**VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT
PURCHASING SYSTEM" PARTICIPANTS.**

() - YES () - NO

PRICE SCHEDULE

Item #	Description	Qty. Bid	Max. Qty.	Unit of Meas.	Unit Price	Total Price
1	Furnish, Deliver and Install a Hunter TCX625HD Heavy Duty Tire Changer or Equal	1	2	EA	\$ <u>16290.00</u>	\$ <u>32580.00</u>

Year, Mfr., Model: 2020 Hunter TCX625HD

Delivery, A.R.O.: 10 Days

Warranty: _____

REMARKS: _____

TOTAL FOR ITEM #1: \$ 32580.00

✓2	Furnish, Deliver and Install a Hunter SmartWeight Touch High Capacity Balancer (SWT32), As Specified or Equal	1	2	EA	\$ <u>10489.50</u>	\$ <u>20979.00</u>
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Year, Mfr., Model: _____

Delivery, A.R.O.: _____

Warranty: _____

REMARKS: _____

✓2a	Wheel Balancer Accessory – Large Bore, 8 lug 19.5" stud kit (Hunter part number: 20-2977-2), As Specified or Equal	1	2	EA	\$ <u>736.25</u>	\$ <u>1472.50</u>
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TOTAL FOR ITEM #2 (Add Items 2-2a): \$ 22457.50

CONTRACT NO. MUST BE ON ALL PAPERS, DOCUMENTS, INVOICES, VOUCHERS	
NO.	B2020-106

RESOLUTION

August 19, 2020

WHEREAS, on July 7, 2020, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of UNPAINTED SNOW FENCE AND DUNE GRASS for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Church's Garden Center & Farms, Inc.
522 Seashore Road
Cape May, NJ 08204
(609) 884-3927 x 2

Accent Fence, Inc.
1450 Bremen Ave.
Egg Harbor City, NJ 08215
(609) 965-6400

Name and Address of Bidder

Chemung Supply Corp.
PO Box 527
Elmira, NY 14902
(607) 733-5506

; 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, CHURCH'S GARDEN CENTER & FARMS, INC. and CHEMUNG SUPPLY CORP.

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 Unpainted Snow Fence and Dune Grass for the County of Ocean, for the contract period effective from date of award through August 18, 2021, 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. CHURCH'S GARDEN CENTER & FARMS, INC. for one (1) item, to wit:
ITEM NO. 3.

B. CHEMUNG SUPPLY CORP. for two (2) items, to wit:
ITEMS NO. 1 and 2.

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 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 B2020-106.

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

CHURCH'S GARDEN CENTER & FARMS, INC.

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Proposal for the furnishing and delivery of **UNPAINTED SNOW FENCE AND DUNE GRASS** for the
County of Ocean.

**VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT
PURCHASING SYSTEM" PARTICIPANTS.**

() - YES () - NO

PRICE SCHEDULE

Item #	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price
1	Unpainted Snow Fence 1 1/2" W x 3/8" T x 48" Long (50' Roll)	1,800	ROLL	\$	\$
	Delivery A.R.O.:				
2	Galvanized U-Channel Steel Delineator Posts: 6' long, 2 1/4" wide, 3/8" holes on 1" centers, 1.12 lbs/foot	500	EA	\$	\$
	Delivery A.R.O.:				
✓ 3	Dune Grass - American Beachgrass (to be purchased in increments of 1,000) As Specified	400	THOUSAND	\$ 145. ⁰⁰	\$ 58,000. ⁰⁰
	Delivery A.R.O.:				<i>two weeks</i>

**QUANTITIES ARE FOR BID PURPOSES ONLY
THE COUNTY DOES NOT GUARANTEE QUANTITIES STATED HEREIN AND
RESERVES THE RIGHT TO ORDER ON AN AS-NEEDED BASIS**

CHEMUNG SUPPLY CORP.

Page 22 of 22

Proposal for the furnishing and delivery of **UNPAINTED SNOW FENCE AND DUNE GRASS** for the County of Ocean.

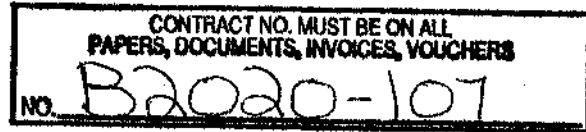
VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

(x) - YES () - NO

PRICE SCHEDULE

Item #	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price
✓ 1	Unpainted Snow Fence 1 ½" W x ¾" T x 48" Long (50' Roll)	1,800	ROLL	\$ 46.50	\$ 83,700.00
Delivery A.R.O.: 14-21 days					
✓ 2	Galvanized U-Channel Steel Delineator Posts: 6' long, 2 ¼" wide, ¾" holes on 1" centers, 1.12 lbs/foot	500	EA	\$ 7.50	\$ 3750.00
Delivery A.R.O.: 21-30 days					
3	Dune Grass - American Beachgrass (to be purchased in increments of 1,000) As Specified	400	THOUSAND	\$ NO BID	\$
Delivery A.R.O.:					

**QUANTITIES ARE FOR BID PURPOSES ONLY
THE COUNTY DOES NOT GUARANTEE QUANTITIES STATED HEREIN AND
RESERVES THE RIGHT TO ORDER ON AN AS-NEEDED BASIS**



RESOLUTION

August 19, 2020

WHEREAS, on July 14, 2020, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of CAR WASHING SERVICES NO. IV for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Manahawkin Magic Wash LLC
578 Mill Creek Road
Manahawkin, NJ 08050
(609) 597-7837

Name and Address of Bidder

Blue Wave Car Wash and Quick Lube
567 N. Main Street
Barnegat, NJ 08005
(609) 408-3025

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, be accepted, namely that of, MANAHAWKIN MAGIC WASH LLC and BLUE WAVE CAR WASH AND QUICK LUBE.

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 Car Washing Services No. IV for the County of Ocean, for the contract period effective from date of award through March 17, 2022, 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.

A. MANAHAWKIN MAGIC WASH LLC for one (1) item, to wit:
ITEM NO. 1.

B. BLUE WAVE CAR WASH AND QUICK LUBE for one (1) item, to wit:
ITEM NO. 1.

This vendor has extended this contract to County Cooperative Contract System Participants.

2. 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.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2020-107.

4. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Director of Purchase, Department of Finance, Vehicle Services, and the successful bidders.

Proposal for the furnishing and delivery of CAR WASHING SERVICES NO. IV for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

() - YES (X) - NO

PRICE SCHEDULE

Item #	Description	2-Yr. Est. Qty.	Unit of Meas.	Unit Price	Total Price
✓ 1	Provide Car Washing Services, As Specified	5,000	EA	\$ <u>5.26</u>	\$ _____

Name of Bidder: Manahawkin Magic Wash LLC

Address: 578 mill creek road, Manahawkin NJ 08050

Telephone #: 609-597-7837

\$5.26

Proposal for the furnishing and delivery of CAR WASHING SERVICES NO. IV for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

(☒) - YES () - NO

PRICE SCHEDULE

Item #	Description	2-Yr. Est. Qty.	Unit of Meas.	Unit Price	Total Price
✓ 1	Provide Car Washing Services, As Specified	5,000	EA	\$7.00	\$35,000.00

Name of Bidder: Blue Wave Carwash and Quick Lube

Address: 567 N Main Street, Barnegat NJ 08005

Telephone #: 609-698-9000



RESOLUTION

August 19, 2020

WHEREAS, on July 14, 2020, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of FIXED HAMMERS, INSERTS, AND WEAR PARTS FOR VARIOUS EQUIPMENT for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Eagle Truck Equipment, Inc.
PO Box 119
Uwchland, PA 19480
(610) 458-5333

Name and Address of Bidder

Deacon Equipment Co.
22 Wedgetown Rd.
Bloomsburg, PA 17815
(570) 784-1206

; 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, namely that of, EAGLE TRUCK EQUIPMENT, INC. and DEACON EQUIPMENT CO., be accepted. Recommendation is made to reject Item No. 6, as it was unresponsive. It will be rebid.

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 for the furnishing and delivery of Fixed Hammers, Inserts, and Wear Parts for Various Equipment for the County of Ocean, for the contract period from date of award through August 18, 2021, 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. EAGLE TRUCK EQUIPMENT, INC. for two (2) items, to wit:

ITEMS NO. 5 and 7.

B. DEACON EQUIPMENT CO. for four (4) items, to wit:

ITEMS NO. 1, 2, 3 and 4.

This vendor has extended this contract to County Cooperative Contract System Participants.

2. Payments for the materials and equipment 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 B2020-109.

4. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Solid Waste Management, and the successful bidders.

Item #	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price
✓ 5	Fixed Flails, Model # SRBFEL (Old Model #4376) <u>As Specified</u> or Equal	25	SET	\$ 3,030.72	\$ 75,768.00
	Mfr. Model: <u>AR--200NC</u>				
	Delivery A.R.O.: <u>Four days transit</u>				
	Remarks: <u>In stock to ship same day,</u> steel composition 5150 Rockwell Hardness				
6	Side Plates for Scarabs, Part #SC3200, <u>As Specified</u> or Equal	1,500	SET	\$ 42.26	\$ 63,390.00
	Mfr. Model: <u>SC3200</u>				
	Delivery A.R.O.: <u>Four days transit</u>				
	Remarks: <u>In stock to ship same day</u>				
✓ 7	Wear Plates (Spacers/Shims) for Scarabs, Part # FS3200 <u>As Specified</u> Or Equal	25	SET	\$ 214.84	\$ 5,371.00
	Mfr. Model: <u>FS3200</u>				
	Delivery A.R.O.: <u>Four Days transit</u>				
	Remarks: <u>In stock to ship same day</u>				

VENDOR SHALL INCLUDE DESCRIPTIVE LITERATURE AND TECHNICAL SPECIFICATIONS WITH BID SUBMISSION. IF BIDDING ON ITEM #5, STEEL COMPOSITION SHALL ALSO BE INCLUDED.

THE QUANTITIES LISTED HEREIN ARE APPROXIMATE ONLY. SETS OF FIXED FLAILS MAY BE ORDERED ONE (1) AT A TIME.

THE VENDOR MUST SHIP THE FIXED FLAILS WITHIN SEVENTY-TWO (72) HOURS AFTER RECEIPT OF ORDER (A.R.O.)

NOTE: OEM not aftermarket parts

Proposal for the furnishing and delivery of **FIXED HAMMERS, INSERTS, AND WEAR PARTS FOR VARIOUS EQUIPMENT** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

(X) - YES () - NO

PRICE SCHEDULE

Item #	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price
√ 1	Fixed Hammers, Part # 40760-565 As Specified, or Equal	5	SET	\$ 3256.80	\$16,284.00
	Mfr. Model: <u>Morbark</u>				
	Delivery A.R.O.: <u>3-5 days</u>				
	Remarks: <u>Set = 24</u>				
√ 2	Heavy Duty Inserts, Part # 40779-565 As Specified, or Equal	25	SET	\$ 1111.92	\$27,798.00
	Mfr. Model: <u>Morbark</u>				
	Delivery A.R.O.: <u>3-5 days</u>				
	Remarks: <u>Set=24</u>				
√ 3	Wood Hog Inserts, Part # 40728-571 As Specified, or Equal	25	SET	\$ 741.60	\$18,540.00
	Mfr. Model: <u>Morbark</u>				
	Delivery A.R.O.: <u>3-5 days</u>				
	Remarks: <u>Set=18</u>				
√ 4	Wood Hog Hammers, Part # 40293-184 As Specified, or Equal	5	SET	\$ 3863.70	\$19318.50
	Mfr. Model: <u>Morbark</u>				
	Delivery A.R.O.: <u>3-5 days</u>				
	Remarks: <u>Set=18</u>				



RESOLUTION

August 19, 2020

WHEREAS, on July 14, 2020, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of MOTOR VEHICLE: NEW BACKHOE for the County of Ocean; and

WHEREAS, at the advertised time, one response was received from the following bidder:

Name of Bidder

Foley, Incorporated

Address of Bidder

855 Centennial Avenue
Piscataway, NJ 08855
(732) 855-5555

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the sole qualified bid, according to specifications, namely that of, FOLEY, INCORPORATED 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 Motor Vehicle: New Backhoe for the County of Ocean, for the contract period from date of award through August 18, 2021, a period of one (1) year or until delivery is complete. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

FOLEY, INCORPORATED for ten (10) items, to wit:

ITEMS NO. 1, 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h and 1i.

For a Total Lump Sum Award of Item #'s 1-1i of \$722,817.00.

2. Payments for the equipment 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. WHEREAS, funds for equipment shall be available within the following funding Sources: County Road Department and Vehicle Services O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2020-110.

5. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, County Road Department, Vehicle Services and Foley, Incorporated, the successful bidder.

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,**
AS SPECIFIED OR EQUAL

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
GENERAL		
Backhoe shall have a minimum digging depth of 19' 3" (5859 mm) with extendible stick.	✓	
Turbocharged engine net flywheel horsepower shall be at least 104 HP (78 kW) @ 2200 according to SAE J1349.	✓	
Engine net peak power @ 1900 rpm shall be at least 108 HP (80.7kW) according to SAE J1349.	✓	
Machine to be equipped with an economy control function for maximum fuel efficiency.	✓	
Unit shall have a maximum overall transport height of 13' 4" (4061 mm) with standard tires and extendible stick.	✓	
Unit shall have a maximum height to the top of the canopy of 9' 1" (2769 mm) with standard tires.	✓	
Maximum overall transport length shall be 25' 8" (7827 mm) with standard tires and extendible stick.	✓	
Unit shall have a maximum width of 7' 11" (2415 mm) with a general-purpose bucket.	✓	
Unit shall have a minimum wheelbase of 7' 3" (2215 mm).	✓	
ENGINE		
Engine must comply with U.S. EPA Tier 4 Final / EU Stage IV off road emission requirements.	✓	
Machine shall utilize Selective Catalytic Reduction (SCR) and does not require a diesel particulate filter (DPF).	✓	
Engine shall have an economy mode to help maximize fuel efficiency, while maintaining backhoe performance.	✓	
Regeneration shall not be required.	✓	
Turbocharged engine net flywheel horsepower shall be at least 104 HP (78 kW) @ 2200 according to SAE J1349.	✓	
Turbocharged engine net flywheel horsepower shall be at least 104 HP (78 kW) @ 2200 RPM according to ISO9249.	✓	
Turbocharged engine net peak flywheel horsepower shall be at least 108 HP (81 kW) @ 1900 RPM according to SAE J1349.	✓	

**✓ ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,
AS SPECIFIED OR EQUAL**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
ENGINE (Cont'd)		
Turbocharged engine net peak flywheel horsepower shall be at least 108 HP (81 kW) @ 1900 RPM according to ISO 9249.	<u>✓</u>	<u> </u>
Net peak torque at 1400 rpm shall be not less than 360 ft-lb (487 N-m) with 44% torque rise.	<u>✓</u>	<u> </u>
Engine compartment side panels shall have standard noise reduction and heat control insulation.	<u>✓</u>	<u> </u>
Units shall be equipped with a turbocharged, four cylinder, direct injection diesel engine with high strength, cast iron alloy single block design for high strength and long life.	<u>✓</u>	<u> </u>
The engine shall have three-ring pistons made of lightweight, silicon/aluminum alloy for strength and maximum thermal conductivity.	<u>✓</u>	<u> </u>
The engine shall have a forged chrome/molybdenum-steel crankshaft with salt bath nitro carburized pins and journals.	<u>✓</u>	<u> </u>
The engine shall have front and rear crankshaft oil seals that are "lip" type Viton and PTFE designs featuring an integral dust lip.	<u>✓</u>	<u> </u>
The engine shall have heat resistant, silicone-chrome steel intake and STELLITE faced exhaust valves providing long life.	<u>✓</u>	<u> </u>
The engine shall have nitrided, martensitic chrome silicon steel inlet valves and nitrided, austenitic chrome manganese-nickel steel exhaust valves for durability.	<u>✓</u>	<u> </u>
The engine shall have a high strength, deep skirt cylinder block that is a cast iron alloy, monobloc design for increased strength and long life.	<u>✓</u>	<u> </u>
The engine shall have a high strength cylinder head that is a cast iron alloy construction with extra duty wall and deck thickness, including intake and exhaust ports that are precision cast to promote optimum gas flow.	<u>✓</u>	<u> </u>
The engine shall have a high pressure, direct injection fuel system providing accurate fuel delivery with a mechanically driven fuel transfer pump for reliability.	<u>✓</u>	<u> </u>
Engine shall have no less than 10-micron primary fuel filter and water separator, plus a vertical cartridge type secondary fuel filter with a rating of no less than 4 microns.	<u>✓</u>	<u> </u>
Engine shall have a vertical cartridge type fuel filter such that the filter promotes a cleaner environment, allows for easier inspection, and provides cost effective serviceability.	<u>✓</u>	<u> </u>

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,
AS SPECIFIED OR EQUAL**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
ENGINE (Cont'd)		
The engine shall have as standard equipment, a self-priming electric lift pump for improved cold start capability and easy filter changes.	✓	
Engine shall have a water/sediment bowl with water separator service indicator light.	✓	
The engine shall have an internally mounted, dry-type, perimeter seal air cleaner with an integral precleaner, automatic dust ejection system, and filter condition indicator.	✓	
Engine air filter shall have a pre-cleaner and an automatic integrated dust ejection system that prevents more than 95% of the contaminants from embedding in the filter media.	✓	
The engine will have a standard glow plug starting aid for efficient cold weather starting to -0.4 degrees F (-18°C) without using ether.	✓	
The engine shall have a high contact ratio gear train, peripheral fixed isolation top cover and open deck block design to reduce bare engine noise.	✓	
Heat exchangers shall be located within the engine compartment for easy service access.	✓	
Engine shall be equipped with a 12-volt direct-electric starting and charging system.	✓	
Engine shall be equipped with one maintenance-free 1000 CCA battery, with the option for two such batteries.	✓	
Engine shall be protected to a minimum -34 degrees F (-37°C) with extended life antifreeze that needs not to be replaced for 5 years.	✓	
Engine cooling fan shall have a heavy-duty guard that fully prevents human contact while in operation.	✓	
Radiator shall have a heavy-duty guard to resist continued impact at low speeds.	✓	
Coolant circulation shall be provided by a gear-driven water pump, not solely belt driven, to prevent accessory belt slip and continue coolant circulation in the event of a belt failure.	✓	
Engine shall be equipped with an alternator that has a charging capacity of minimum 150 amperes.	✓	
Machine shall be equipped with a standard battery disconnect switch.	✓	
Machine shall have Keep Alive Feature in which DEF fluid line evacuation will continue after battery disconnect switch has been activated.	✓	

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,
AS SPECIFIED OR EQUAL**

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
ENGINE (Cont'd)		
Engine shall be equipped with a single, automatically tensioned, serpentine accessory belt.	<u>✓</u>	<u> </u>
Engine shall have variable-speed, hand and foot governor controls.	<u>✓</u>	<u> </u>
Engine shall have a full flow spin-on type oil filter that is vertically mounted below the crankshaft centerline.	<u>✓</u>	<u> </u>
Engine shall have replaceable valve guides and valve seats for extended service life.	<u>✓</u>	<u> </u>
Backhoe joystick shall be equipped with a quick idle down feature that lowers the engine speed to 1,000 rpm.	<u>✓</u>	<u> </u>
Machine shall have Automatic Engine Speed Control that reduces engine speed when the backhoe is not in use. This will conserve fuel and lower emission noise.	<u>✓</u>	<u> </u>
POWERTRAIN/TRANSMISSION		
Transmission shall have an electric, neutral lock switch on the front console to prevent driveline engagement.	<u>✓</u>	<u> </u>
Transmission, differentials, and hydraulics shall have separate fluid reservoirs.	<u>✓</u>	<u> </u>
4WD shall be pendulum mounted, grease-free with sealed for life kingpins, able to be engaged "on-the-go" while under load or any operating condition.	<u>✓</u>	<u> </u>
4WD shall be engaged at anytime by activating switch on front console. An operator shall be able to activate the switch while the machine is moving or stopped, also with or without a load.	<u>✓</u>	<u> </u>
Standard 4WD guard shall provide full coverage between the frame rails to protect the front drive shaft.	<u>✓</u>	<u> </u>
Unit shall be able to change direction and travel speed on-the-go.	<u>✓</u>	<u> </u>
Forward/reverse shuttle shall be a contactless unit for reliability.	<u>✓</u>	<u> </u>
Units shall be equipped with a transmission disconnect button on the loader control to allow full engine power to the loader.	<u>✓</u>	<u> </u>
Transmission shall be made, serviced and supported by the machine manufacturer.	<u>✓</u>	<u> </u>
Transmission shall have spin-on type oil filter vertically mounted.	<u>✓</u>	<u> </u>
Differential lock shall be located on the loader joystick control.	<u>✓</u>	<u> </u>

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,
AS SPECIFIED OR EQUAL**

COMPLIANCE
YES NO

POWERTRAIN/TRANSMISSION (Cont'd)

The automatically shifting transmission shall have a manual override switch to allow the operator full control over the gear selection.

✓

Unit shall be equipped with a digital torque converter temperature.

✓

Unit shall have a single stage torque converter of no less than 2.247:1 stall ratio.

✓

Torque converter shall have no less than 728 Nm stall torque.

✓

Unit shall have a high gear speed of no less than 25 mph (40.0 kph).

✓

Unit shall have Standard Auto-Shift transmission with 6 forward / 3 reverse and shall have "kick-down" capability.

✓

Planetary Drive shall have four reduction (sun gears) in the front drive.

✓

STEERING

Oscillation shall be no less than 11 degrees each side direction from centerline.

✓

Machine shall have hydrostatic steering.

✓

Steering cylinder shall be double acting with a 52-degree steering angle.

✓

Unit shall have a minimum 4WD steering cylinder size of 3.34" (85mm) bore, 9.29" (236 mm) stroke, and 1.65" (42mm) rod diameter.

✓

Machine shall be standard with variable speed steering that automatically engages and reduces the amount of revolutions required from lock-to-lock.

✓

Steering knob shall be included on standard steering wheel for ease of steering.

✓

BRAKES

Brake mode selector switch shall have a 3 position switch allowing 2WD, 2WD travel with 4WD braking and full time four wheel drive.

✓

Two wheel drive with four wheel braking must be available at all speeds and when the machine is in any gear.

✓

Parking Brake shall be independent of the service brake system. Secondary brake shall allow operator control during an emergency stop.

✓

Foot-operated brake pedals shall be able to be interlocked for roading.

✓

Service brakes shall be hydraulically boosted for low pedal efforts.

✓

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,**
AS SPECIFIED OR EQUAL

COMPLIANCE
YES **NO**

BRAKES (Cont'd)

Service brakes shall be completely enclosed and sealed using Kevlar as brake pad media.

✓

Brakes shall be inboard oil-immersed, hydraulically actuated, multiple discs on final drive input drive shaft.

✓

Service brakes shall be fully self-adjusting.

✓

Shall be equipped with Spring Applied Hydraulic Released (SAHR) parking brake. Parking brake will automatically engaged when the Engine is Shut Off.

✓

HYDRAULIC SYSTEM

Machine shall be fully electrohydraulic to increase operator comfort and performance with features such as seat mounted controls, full rack angle control without mechanical linkage, parallel lift function, upper kickout function, and rack/dump kickout or return to dig function.

✓

Hydraulic system shall include high-pressure hoses consisting of 4 layers of overlapping insulated spiral wire matrix.

✓

A single, optional auxiliary hydraulic circuit shall be capable of operating hammers, compactors, cold planers, augers, thumbs, side tilt couplers and other work tools.

✓

Machine shall have standard adjustable auxiliary flow controls for both the loader and backhoe.

✓

Machine shall be able to reach maximum lift capacity at any engine speed.

✓

Maximum hydraulic pump pressure shall be at least 3,800 psi (26,200 kPa) for the backhoe and at least 3,800 psi (26,200 kPa) for the loader.

✓

Hydraulic system shall have a replaceable 6-micron vertically mounted, bowl and cartridge filter that is accessible from under the main frame.

✓

Hydraulic pump shall be rated at 58 gpm (220 lpm).

✓

Machine shall have an electronically controlled variable displacement load sensing, axial piston pump for low idle lifting and maximum durability.

✓

Closed-center implement valves shall be standard.

✓

Unit shall contain flow sharing valves to allow for machine multifunction.

✓

Machine shall be equipped with an electronic pump torque limiter.

✓

Hose fitting shall have o-ring face seal connections for maximum seal reliability.

✓

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,**
AS SPECIFIED OR EQUAL

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
HYDRAULIC SYSTEM (Cont'd)		
Hydraulic tank shall be mounted towards the rear of the engine above the pump, enabling the hood of the machine to slope downward for visibility and to keep positive pressure into the pump supply hose.	✓	
Hydraulic tank shall be made of non-metallic material to eliminate both weld shop contamination and the possibility of rust formation.	✓	
Supply hose to the pump shall be protected high within the chassis and not vulnerable to puncture.	✓	
Backhoe hydraulic lines shall be fastened and constrained from hanging low within the chassis, preventing hoses from damage.	✓	
Combination auxiliary lines shall be available for both one way or two way flow.	✓	
All implement hydraulic lines will incorporate hoses with a high wear resistant coating.	✓	
Unit must be equipped with Standard 6 function, 8 bank valve allowing operation of Extendible Stick.	✓	
All hydraulic hoses restrained by rubber grommets and steel band clamps shall have full protective coverage by the rubber grommet, preventing cuts and chaffing by the band clamps.	✓	
AXLES		
Front axle shall be pendulum mounted, permanently sealed and lubricated.	✓	
Rear axle shall have differential lock with "on-the-go" engagement.	✓	
4WD front axle shall have a minimum static load rating of 50565 lbs (22936 kg).	✓	
4WD front axle shall have a minimum dynamic load rating of 20225 lbs (9174 kg).	✓	
Rear axle shall have a minimum static load rating of 50565 lbs (22936 kg).	✓	
Rear axle shall have a minimum dynamic load rating of 20225 lbs (9174 kg).	✓	
The final drives shall be heavy-duty outboard planetary type, distribution loads over three gears sealed in separate oil compartments for long-life and minimum service.	✓	
Heavy-duty rear axle shall be semi-floating with self-adjusting inboard brakes.	✓	
WHEELS/TIRES		
Machine shall be equipped with 4-wheel drive as a standard feature.	✓	

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,**
AS SPECIFIED OR EQUAL

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
WHEELS/TIRES (Cont'd)		
4WD Tires shall be no less than 340/80R18 12PR (front) and 500/70R24 16PR (rear) with optional radial tires.	✓	
All valve stems to be protected by metal valve stem covers.	✓	
Front tires shall ride inside loader bucket cutting width.	✓	
OPERATOR'S STATION		
OSHA approved ROPS/FOPS shall be integral with cab.	✓	
Operator shall have complete control to disable, or lock, the backhoe electrohydraulic controls with a single switch on the console.	✓	
The electrohydraulic loader/backhoe controls locking switch shall always indicate the correct state of the controls, "locked" or "unlocked," and be lighted when "locked".	✓	
Loader/backhoe controls shall be electrohydraulic and seat mounted allowing for independent fore/aft adjustment.	✓	
Machine shall come standard with horn, audible back up alarm and electric fuel system shut off.	✓	
The governor pedal shall be hinged and mounted to the floor for maximum pedal positioning control.	✓	
Engine RPM shall also be controlled by electronic rotary dial.	✓	
Side instruments shall include a premium gauge cluster consisting of LCD Information screen and LCD warnings. LCD warnings shall include; engine oil pressure, service due, high coolant temperature, auto idle shutdown, high torque converter temperature	✓	
Unit shall have a lighted instrument panel located on the right side of the cab so that it is visible from both loader and backhoe operating positions. Indicator lights to include; hydraulic implement lockout, hydraulic filter bypass, water in fuel, operator presence, remote dial throttle active, air filter blocked, engine warning, machine locked, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature	✓	
Unit shall include four front and four rear working lights.	✓	
Machine shall have stop and turn signals with flashing hazard lamps visible from front and rear.	✓	
Cab shall have 12 volt power receptacle and 5 volt USB receptacle for electronic devices.	✓	

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,**
AS SPECIFIED OR EQUAL

COMPLIANCE
YES **NO**

OPERATOR'S STATION (Cont'd)

Electric auxiliary socket shall be available on roof for connection to items such as a rotating beacon.

✓ _____

Roof cab shall have three magnetic beacon locations.

✓ _____

A switch, accessible to the operator from the seat, shall control the auxiliary socket, primarily used for beacon operation.

✓ _____

Operator's compartment shall come equipped with a standard air suspension seat that can be adjusted in the fore/aft position and has a lever that controls the release for rotation at 180° swivel from anywhere on a sliding track mechanism.

✓ _____

Equipped with the standard steering wheel, the seat shall be able to swivel 180° in a single motion without contacting the steering wheel.

✓ _____

Direction of travel shall be controlled by an FNR (Forward/Neutral/Reverse) switch on the joystick and fore/aft movement of the power shuttle lever.

✓ _____

With doors and windows closed, machine operating at maximum governed speed unit shall have a maximum operator sound exposure Leq of 79 dB (A) according to SAE J1166.

✓ _____

Stabilizer controls shall be conveniently located to the operator's left side/hand.

✓ _____

Tilt and telescoping steering wheel shall be standard equipment in enclosed cab models for additional operator comfort.

✓ _____

Machine shall be equipped with Dual Mode, in which the loader implements can be controlled while facing the backhoe by pressing a switch and holding the joystick trigger.

✓ _____

Machine shall be equipped with Dual Mode, in which the backhoe implements can be controlled while facing the loader by pressing a switch and holding the joystick trigger.

✓ _____

Enclosed cab shall have an standard air conditioner that provides the operator with a choice of fresh outside air drawn through filters or recirculating cab air with HVAC recirculation selector.

✓ _____

Cab shall have an optional heat settings.

✓ _____

Cab shall be equipped with two doors and 6 opening windows and floor mat.

✓ _____

Operator's compartment shall feature laminated safety glass on front, windshield and tempered glass on all other windows.

✓ _____

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,
AS SPECIFIED OR EQUAL**

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
OPERATOR'S STATION (Cont'd)		
Cab shall include factory-installed heater/defroster with multiple speed blower with the control in reach from the front and rear of the machine.	✓	
Heater will have a minimum rated capacity of 28,742 BTU and be equipped with a 365 cfm fan.	✓	
All removable glass panels shall be flat glass for easy and low cost service.	✓	
All rear window sections shall stow overhead, inside the cab for maximum visibility, ventilation and operator comfort.	✓	
All rear window sections shall open upwards and store overhead with outside portion facing upwards to keep water droplets and dirt from falling on operator.	✓	
Each side of the cab shall have two windows sharing a common hinge that are of approximately equal size, can be fastened together, and then swung to either a front or rear securing point to maximize cross flow ventilation.	✓	
If equipped with an enclosed cab, front and rear windshield wipers/washers shall be standard.	✓	
If equipped with an enclosed cab, unit shall have a pantographic front windshield wiper and intermittent rear windshield wiper.	✓	
Exhaust stack shall be located to the side and aligned with ROPS as to not obstruct operator's vision.	✓	
BACKHOE		
Backhoe shall be center-pivot type complete with hydraulic stabilizers.	✓	
Maximum boom width shall be no wider than 14.72 inches (374 mm).	✓	
Backhoe shall come standard with a curved boom for its ability to work in confined areas and to reach over obstacles, allowing a minimum of 7.75" (197 mm) of clearance as measured in the deepest point from a plane, extended through the axis of the rotation.	✓	
Per SAE standards, rated bucket digging force shall be a minimum of 16,777 lbs. (74.6 kN) with an extendible stick.	✓	
Per SAE standards, stick-digging force shall be a minimum of 7,701 lbs. (34.3 kN) with a fully retracted extendible stick.	✓	
Backhoe reach, from the swing pivot, shall be no less than 20'5" (6210 mm) with a standard stick and 24'0" (7304 mm) with a fully extended, extendible stick.	✓	

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,**
AS SPECIFIED OR EQUAL

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
BACKHOE (Cont'd)		
Backhoe shall have a loading height of no less than 15'5" (4705 mm) with an extendible stick.	✓	
Backhoe bucket shall have a minimum of 205 degrees of bucket rotation in a single pin position.	✓	
Backhoe shall have a hydraulically cushioned swing for improved control with minimum arc of 167 degrees.	✓	
Per SAE J31, backhoe stick lifting ability at 8 ft (2438 mm) shall be no less than 7839 lbs (3563 kg) with a fully retracted extendible stick.	✓	
Per SAE J31, backhoe boom lifting at 8 feet (2438 mm) shall be no less than 4459 lbs. (2027 kg) with a fully retracted extendible stick.	✓	
Optional extendible stick shall be field adjusted in less than 30 minutes to eliminate excessive clearance, using simple hand tools such as hex head and allen head wrenches.	✓	
All sticks shall have serrated edges, at least 30" (762 mm) long, to help clamp objects securely with bucket.	✓	
All sticks shall be thumb-ready with thumb cylinder mounts and stops standard. Thumb must be able to be added without welding.	✓	
Extendible stick shall be self-lubricating, adjusted with shims, and require no grease.	✓	
Boom cylinder shall be exterior mounted for serviceability.	✓	
Stick cylinder shall be exterior mounted for serviceability.	✓	
Boom and stick shall be weld repairable.	✓	
Backhoe shall be equipped with a swing transport lock.	✓	
Backhoe shall be equipped with a boom lock that can be controlled from the seat.	✓	
Pattern changer shall be available for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station.	✓	
Backhoe controls shall be available as electrohydraulic joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns.	✓	
Auxiliary controls shall be controlled by a electrohydraulic thumb roller.	✓	
Stabilizer controls shall be electrohydraulic featuring auto retract function for ease of operation and located on the side console for easy access whether facing front or rear.	✓	

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,
AS SPECIFIED OR EQUAL**

COMPLIANCE
YES **NO**

BACKHOE (Cont'd)

Stabilizer guards shall be available to protect stabilizer cylinders from damage.

✓

Backhoe shall have stabilizer lock valves as standard equipment.

✓

Reversible stabilizer pads shall be standard equipment with dirt grouser and non-destructive street pads.

✓

Stabilizer spread in the operating position to the outside edge of the pad shall be at least 13'10" (4216 mm).

✓

Stabilizers shall be able to lift the machine high enough to clear tires, on concrete with street pads.

✓

Swing trunnion shall be supported on each side by two bolts loaded in tension.

✓

LOADER

Loader bucket shall not roll back, and must not move under normal dig operations.

✓

Loader shall have positive down pressure sufficient to lift tractor front end off level ground.

✓

1.75 CYD (1.34 m3) Multi-Purpose bucket (4 in 1) (Quick Coupler). Machine shall meet the following specifications:

- Minimum breakout force of 12,897 lbs (57.4 kN)
- Minimum dump clearance of 8'10" (2680 mm) at full lift and 44 degree discharge
- Minimum dig depth of 7" (169 mm)
- Minimum hinge pin height 11'11" (3628 mm)
- Minimum lift capacity 8,028 lbs (3642 kg)
- Minimum rackback angle at Ground Level of 43 degrees
- Include one (1) spare bucket edge and dozer edge with hardware

✓

Loader shall be equipped with a return-to-dig mechanism.

✓

Loader shall be equipped with a lift cylinder brace to mechanically hold the loader arms in the raised position.

✓

Multi-Purpose bucket shall be operated by a thumb control on the loader joystick.

✓

Loader shall incorporate a steel bumper system to protect engine components.

✓

Loader arm torque tube shall be constructed such that it is welded to each side of each loader arm section, providing maximum strength with minimal weld stress.

✓

Loader linkage shall incorporate a single, full width main tower pin for maximum strength and load distribution.

✓

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,
AS SPECIFIED OR EQUAL**

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
LOADER (Cont'd)		
Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equaling the material properties of the base cutting edge.	✓	
Loader bucket base cutting edge shall be specially hardened steel, achieving Rockwell hardness of 50 or greater.	✓	
Loader bucket shall have a bolt-on cutting edge for serviceability.	✓	
Loader bucket dump time shall be no more than 3.0 seconds at full raised position.	✓	
Loader bucket shall be self-leveling for truck loading spoil and equipped with a bucket tilt indicator.	✓	
Loader bucket lower time from full raised position to digging position shall be no more than 3.2 seconds.	✓	
Loader bucket raise time to full height shall be no more than 5.0 seconds.	✓	
WORK TOOL OPTIONS		
The OEM shall offer a loader IT coupler for use of various work tools without sacrificing performance.	✓	
Buckets shall be equipped with pin-on tooth tips that are exchanged whereby the pin retainers are diagonal or vertical, allowing them to be extracted or inserted with a hammer and punch only.	✓	
A quick coupler system shall be available (mechanical and hydraulic), which shall pick up the "direct mounted" backhoe worktools.	✓	
All backhoe sticks shall be made thumb-ready, allowing bolt-on installation of thumbs, cylinder, hydraulics and hardware without welding.	✓	
SERVICEABILITY		
Hood release to be lockable and easily accessible from inside the cab.	✓	
Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid, coolant, engine air filter, and engine air filter monitor shall all be consolidated service points, accessible under the hood with loader arms down.	✓	
Entire machine cooling package, including radiator, transmission oil cooler, hydraulic oil cooler, fuel cooler and ATAAC shall be easily accessible without use of tools.	✓	
Water and sediment shall be drained from the fuel / water filter from a standing position without tools.	✓	

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,**
AS SPECIFIED OR EQUAL

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
SERVICEABILITY (Cont'd)		
The batteries shall be accessible without the use of hand tools to remove panels, toolboxes, etc.	<u>✓</u>	<u> </u>
The swing frame shall have replaceable bushings installed in the pin joints for the boom, swing cylinder rod ends and swing post.	<u>✓</u>	<u> </u>
Swing cast shall utilize dimpled and nitride coated bearings for high resistance to wear and grease rotation.	<u>✓</u>	<u> </u>
Machine shall have easily accessible batteries to aid in jump-starting machine or other machines without the need for external machine jump posts.	<u>✓</u>	<u> </u>
The hydraulic tank shall be drained through a petcock and drain hose, without need for hand tools.	<u>✓</u>	<u> </u>
The rear axle shall have brake wear check ports, allowing access to inspect brake pad wear.	<u>✓</u>	<u> </u>
The machine will be equipped with an electronic diagnostic port within the operator station, allowing service codes to be downloaded and electronic parameters to be adjusted.	<u>✓</u>	<u> </u>
Fuel tank shall contain a debris screen.	<u>✓</u>	<u> </u>
Machine fault codes shall be accessible from LCD screen.	<u>✓</u>	<u> </u>
The unit shall be provided with a master electrical disconnect switch.	<u>✓</u>	<u> </u>
MINIMUM SERVICE FILL CAPACITIES		
Standard front axle capacity (4WD) shall not be less than 2.9 gallons (11 L), with planetary capacity no less than 0.2 gallons (0.7L).	<u>✓</u>	<u> </u>
Standard rear axle capacity shall not be less than 4.4 gallons (16.5 L).	<u>✓</u>	<u> </u>
Standard high-ambient cooling system capacity shall not be less than 5.9 gallons (22.5 L)	<u>✓</u>	<u> </u>
Standard engine oil with filter capacity shall not be less than 2.3 gallons (8.8 L).	<u>✓</u>	<u> </u>
Standard fuel tank capacity shall not be less than 42 gallons (160 L).	<u>✓</u>	<u> </u>
Standard diesel exhaust fluid tank capacity shall not be less than 5 gallons (19 L)	<u>✓</u>	<u> </u>
Standard hydraulic system capacity shall not be less than 31.7 gallons (120 L).	<u>✓</u>	<u> </u>
Standard hydraulic tank capacity shall not be less than 14.3 gallons (54 L).	<u>✓</u>	<u> </u>

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,
AS SPECIFIED OR EQUAL**

	COMPLIANCE	
	<u>YES</u>	<u>NO</u>
MINIMUM SERVICE FILL CAPACITIES (Cont'd)		
Transmission (4WD, Autoshift, Power Shuttle) capacity shall not be less than 4.8 gallons (18 L).	✓	
OWNING AND OPERATING COSTS		
Front axles shall have sealed king pin and center pendulum bearings.	✓	
Driveshaft universal joints shall be maintenance free.	✓	
Standard fill hydraulic oil must be Advanced HYDO 10 with up to 2000hr service interval in typical applications.	✓	
Load Sensing Variable Displacement pump shall be standard for optimized fuel efficiency and performance.	✓	
Front and Rear Axle Oil change shall have a 1000-hour change interval for lowering operating maintenance cost.	✓	
Cooling System shall have a 12,000-hour change interval for lowering operating maintenance cost.	✓	
Engine shall have a 500-hour oil change interval for lowering operating maintenance cost.	✓	
ADDITIONAL FEATURES		
Machine shall be equipped with an optional, on-board machine communication system, recording and transmitting GPS, service hour reading, fuel tank reading and ignition status.	✓	
Ride control system with on/off/auto switch to smooth the ride under all operating conditions. Auto selection for ride control is speed sensitive.	✓	
One (1) front spare tire and wheel	✓	
One (1) rear spare tire and wheel	✓	
One (1) complete set of all machine filters	✓	
One (1) 5-gallon container of recommended-use hydraulic fluid.	✓	

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER, AS SPECIFIED OR EQUAL**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
WARRANTY		
Standard warranty includes full machine warranty for 12 months/unlimited hours	✓	
Standard warranty includes travel time and mileage for the first 12 months	✓	
OPTIONS		
✓ <u>1A. Extended Warranty</u>		
Includes Premier (full machine) for a period of 60 months or 2,500 hours (whichever occurs first).	✓	
✓ <u>1B. Preventative Maintenance Package</u>		
Preventative maintenance for 5 years shall be included. The services shall cover up to four (4) per year for five (5) years, totaling 20 service calls.	✓	
The preventative maintenance shall be performed at a County site to be determined at the time of service	✓	
The preventative maintenance shall be performed by qualified technicians of the selling dealer	✓	
The preventative maintenance shall include all consumables, travel time and mileage; there shall be no additional charges to the County.	✓	
✓ <u>1C. Side Dump Bucket</u>		
Side dump bucket shall have a capacity of no less than 1.3yd ³	✓	
Weight of side dump bucket shall not exceed 2,223.8lbs	✓	
Side dump bucket must have a 60 degree dump angle	✓	
Overall width of side dump bucket shall be 109.1 in	✓	
Overall height of side dump bucket shall be 39.2in	✓	
Side dump will dump on left side	✓	
Disconnects on side dump bucket will be of twist on/off type	✓	
Interface will fit IT coupler	✓	
Side dump bucket will require front auxiliary hydraulics	✓	
Side dump bucket will be equip with a 3 piece bolt on cutting edge	✓	
Include one spare edge with hardware	✓	

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER, AS SPECIFIED OR EQUAL**

		<u>COMPLIANCE</u>	
		<u>YES</u>	<u>NO</u>
<u>OPTIONS (Cont'd)</u>			
✓ <u>1D. Forks</u>			
Carriage height must be 35.3in	✓		
Carriage length must be 14.2in	✓		
Carriage weight must be 699.1lbs	✓		
Fork tines must be 2in in depth	✓		
Fork tines must be 5in in width	✓		
Fork tines must be 54in in length	✓		
✓ <u>1E. Vibratory Compactor Plate</u>			
Compactor plate must have an impulse force of at least 8992lbs	✓		
The impact frequency shall be no less than 2,200bpm	✓		
Base plate width shall be 23in	✓		
The length of the base plate shall be 38in	✓		
Minimum hydraulic flow necessary to operate this tool shall not be below 18gal/min	✓		
Compactor plate will have a minimum operating pressure of 1,800psi	✓		
Weight of compactor plate is not to exceed 884lbs	✓		
✓ <u>1F. Diagnostic Tools / Test Equipment</u>			
1. Successful bidder may be required to supply between one (1) to three (3) complete sets of OEM test/diagnostic/ programming equipment (i.e. laptop, software, cabling, and adapters) and special tools required to perform the full range of diagnostic and maintenance actions necessary to maintain vehicle operability. This equipment will cover the vehicle chassis, engine, transmission, brakes, hydraulics, and all additional equipment (if applicable).	✓		
2. All laptop computers will be of the newest available technology and have sufficient storage and memory to operate all required software.	✓		
3. Provide a list of all test/diagnostic/programming equipment and special tools being supplied at the time of bid.	✓		

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER, AS SPECIFIED OR EQUAL**

COMPLIANCE
YES **NO**

OPTIONS (Cont'd)

✓ **1F. Diagnostic Tools / Test Equipment (Cont'd)**

4. All software installations and activations will be completed by the successful bidder at no cost to the County.

✓ _____

5. All software updates and renewal will be provided at no cost to the County for a period of five (5) years from the acceptance of the equipment.

✓ _____

6. All technical issues relating to test/diagnostic/programming equipment and special tools shall be resolved by the successful bidder at no cost to the County for a period of five (5) years from the acceptance of the equipment.

✓ _____

7. Training shall be provided on all items in this section at a County location.

✓ _____

✓ **1G. Two-Way Radio Power and Wiring Requirements for New Vehicles**

For the purpose of installing two-way radios into new County vehicles and equipment, the following power and wiring components shall be included:

1. #12 AWG RED wire connected to 12VDC Battery Source rated at 20 Amps.

2. #12 AWG BLACK wire connected to chassis ground.

3. #16 AWG YELLOW wire connected to 12VDC Ignition Sense rated at 5 Amps.

These wires shall be encased in plastic wire loom and routed from their source into the cab of the vehicle and secured in the vicinity of the operator.

The wiring harness shall be clearly labeled "TWO-WAY RADIO". The wires shall be unterminated. The 12VDC sources shall be protected from making contact with grounded metal surfaces.

✓ _____

✓ **1H. Installation of County Supplied Two Way Radio and Accessories**

Install is to include but not limited to antenna cable, mounts, speakers, brackets, etc.

For the purpose of installing two-way radios into new County vehicles and equipment, the following power and wiring components shall be included:

1. #12 AWG RED wire connected to 12VDC Battery Source rated at 20 Amps.

2. #12 AWG BLACK wire connected to chassis ground.

3. #16 AWG YELLOW wire connected to 12VDC Ignition Sense rated at 5 Amps.

These wires shall be encased in plastic wire loom and routed from their source into the cab of the vehicle. The wiring harness shall be clearly labeled "TWO-WAY RADIO".

The 12VDC sources shall be protected from making contact with grounded metal surfaces.

✓ _____

Technical Support is to be provided by factory authorized technical representatives and is to be the original equipment Manufacturer's industry standard technical presentation in a classroom setting.

✓ _____

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER, AS SPECIFIED OR EQUAL**

COMPLIANCE
YES **NO**

OPTIONS (Cont'd)

✓ **11. Technical Support**

The support provided shall be at the journeyman/equipment technician level and should address limited theory, fault diagnosis and repair pertaining specifically to the equipment supplied under this specification.

✓ _____

Technical support may be requested in the following areas:

1. Engine (cooling, fuel, ignition, lubrication systems) – 1 day at each location.
2. Transmission – 1 day at each location
3. Electrical – 1 day at each location
4. Brakes – 1 day at each location
5. Hydraulic system (dump body, spreader, snow plow) – 1 day at each location
6. Upfitter (dump body, sweeper, etc.) – 1 day at each location

✓ _____

A technical representative(s) shall be made available for a total of 180 training/support hours (anticipated to be scheduled in six (6) hour blocks). Shorter training days will be allowed only with consent of Vehicle Services. The total training hours will be required to be provided and no additional compensation will be considered. The actual time to be spent on each area will be by mutual agreement of the Vehicle Services Department and the successful bidder.

✓ _____

For the purposes of determining materials and other training costs, class size is anticipated to be comprised of six (6) to ten (10) Vehicle Services Department personnel. Actual class size will be determined by the Vehicle Services Department at the time the classes are scheduled.

✓ _____

Before the training is scheduled, Vehicle Services and the contractor will agree on the scope of the training, and the type and quantity of manuals, etc. that are necessary for proper coverage.

✓ _____

Technical Support for Vehicle Services may be provided at the following fleet maintenance facility location as scheduled by a Vehicle Services Department representative:

- a. Toms River, 152 Chestnut Street, Toms River, N.J. 08753 (Two (2) sessions will be provided at this location. One beginning at 7 am and another beginning at 1:30 pm)
- b. Manahawkin, 379 Haywood Road, Bldg. 109, Manahawkin, N.J. 08050

✓ _____

Technical Support for other Departments will be held at a location within Ocean County. The requesting Department will notify the successful bidder of the location.

✓ _____

✓ **ITEM # 1 – MODEL YEAR 2019, OR NEWER, CATERPILLAR 440 BACKHOE LOADER,
AS SPECIFIED OR EQUAL**

<u>COMPLIANCE</u>	
<u>YES</u>	<u>NO</u>

OPTIONS (Cont'd)

✓ **1I. Technical Support (Cont'd)**

Training at the successful bidder's site, rather than the designated locations, will be by mutual consent only.

<u>✓</u>	<u> </u>
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Technical support will be requested and scheduled on an as needed basis up to but not exceeding the 180 hours total during a period not to exceed twelve (12) months from the date of placing the last unit in service.

<u>✓</u>	<u> </u>
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FOLEY, INCORPORATED

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Proposal for the furnishing and delivery of **MOTOR VEHICLE: NEW BACKHOE** for the County of Ocean.

VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

() - YES () - NO

PRICE SCHEDULE

Item #	Description	Qty. Bid	Max. Qty.	Unit of Meas.	Unit Price	Total Price
✓ 1	Model Year 2019, or Newer, Caterpillar 440 Backhoe Loader, As Specified, or Equal	1	3	EA	\$149,176	\$447,528
	Year, Mfr., Model: <u>2019 Caterpillar 440</u>					
	Engine: <u>C4.4 ACERT</u>					
	Transmission: <u>Autoshift</u>					
	Delivery, A.R.O.: <u>4-6 weeks</u>					
	Warranty: <u>Standard Warranty: 1 year / unlimited hours; 1 year travel time and mileage</u>					
	REMARKS: _____					
	<u>OPTIONS:</u>					
✓ 1a	Extended Warranty, As Specified	1	3	EA	\$ 5,870	\$ 17,610
✓ 1b	Preventative Maintenance Package, As Specified	1	3	EA	\$ 38,325	\$114,975
✓ 1c	Side Dump Bucket, As Specified	1	3	EA	\$13,458	\$40,374
✓ 1d	Forks, As Specified	1	3	EA	\$ 3,364	\$ 10,092
✓ 1e	Vibratory Compactor Plate, As Specified	1	3	EA	\$8,236	\$24,708
✓ 1f	Diagnostic Tools/Test Equipment, As Specified	1	3	SET	\$16,410	\$ 32,487
✓ 1g	Two-Way Radio Power and Wiring Requirements for New Vehicles, As Specified	1	3	EA	\$ 500	\$ 1,500

FOLEY, INCORPORATED

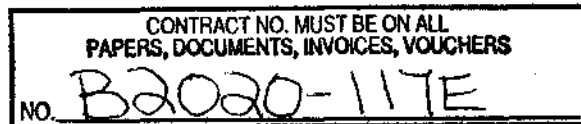
Page 47 of 47

Item #	Description	Qty. Bid	Max. Qty.	Unit of Meas.	Unit Price	Total Price
<u>OPTIONS (Cont'd)</u>						
✓ 1h	Installation of County Supplied Two-Way Radio and Accessories, As Specified	1	3	EA	\$ 500	\$ 1,500
✓ 1i	Technical Support, As Specified	1	180	HR	\$ 85	\$ 15,300
TOTAL LUMP SUM (Add Items 1-1i):						<u>\$706,074</u>

EXCEPTIONS - LIST DIFFERENCES AND EXPLAIN IN DETAIL ON BIDDER'S LETTERHEAD

**VENDOR TO INCLUDE TECHNICAL SPECIFICATIONS AND DESCRIPTIVE LITERATURE
WITH BID PROPOSAL**

VENDOR SHALL SUBMIT WARRANTY DETAILS WITH BID



RESOLUTION

August 19, 2020

WHEREAS, on July 28, 2020, pursuant to legal advertisements therefor, sealed bids were received for the RECONSTRUCTION AND RESURFACING OF PORTIONS OF CERTAIN COUNTY ROADS, CONTRACT 2019D, County of Ocean, State of New Jersey, in accordance with plans and specifications prepared by the County Engineer and approved by the Ocean County Board of Chosen Freeholders; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Earle Asphalt Company
PO Box 556
Farmingdale, NJ 07727
(732) 308-1113

DeFino Contracting Company
28 Industrial Drive
Cliffwood Beach, NJ 07735
(732) 566-4255

Name and Address of Bidder

C. J. Hesse, Inc.
25 First Avenue
Atlantic Highlands, NJ 07716
(732) 291-8100

Black Rock Enterprises, LLC
1316 Englishtown Rd.
Old Bridge, NJ 08857
(732) 967-6400

; and

WHEREAS, after receipt and examination of same, the County Purchasing Agent 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 namely that of EARLE ASPHALT COMPANY, be accepted for the RECONSTRUCTION AND RESURFACING OF PORTIONS OF CERTAIN COUNTY ROADS, CONTRACT 2019D, County of Ocean, 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 Earle Asphalt Company, accepting their low bid in the amount of \$2,282,213.13 for the RECONSTRUCTION AND RESURFACING OF PORTIONS OF CERTAIN COUNTY ROADS, CONTRACT 2019D, County of Ocean, State of New Jersey, in accordance with plans and specifications prepared by the County Engineer. All work under this Contract shall be completed within **One Hundred Twenty Six (126)** calendar days.

2. The Department of Finance has certified that funds are available in Account No. 304-185-C904 in the amount of \$2,243,321.29; Account No. 210-185-0060 in the amount of \$34,148.00 and Account No. 417-185-C909 in the amount of \$4,743.84 to cover this contract and the amount of the contract shall be encumbered against the said Appropriations. **Award of this project is contingent upon the N.J.D.O.T Commissioner's approval.**

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2020-117E.

4. Be it further resolved that certified copies of this Resolution shall be made available to each of the following:

- a. County Auditor;
- b. County Department of Purchasing;
- c. Department of Finance;
- 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, 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.

RESOLUTION

August 19, 2020

WHEREAS, a current contract exists for the furnishing and delivery of **TUB GRINDER SERVICES** which was awarded on August 7, 2019 and assigned contract number B2019-99; and

WHEREAS, the contract terms included an award period of one (1) year and the County reserved the right to extend the contract for one (1) additional year by mutual agreement between the County and the Contractors at no increase in base price; and

WHEREAS, the Solid Waste Management Department is requesting approval to extend the current contract for the additional one (1) year period as mentioned above and the Contractors have agreed to such terms in writing.

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

The Freeholder Director and Clerk of this Board are hereby authorized and directed to enter into an extended contract with Grinding Services, LLC, accepting their request for the continued furnishing and delivery of **Tub Grinder Services** for the County of Ocean for the extended contract period of August 7, 2020 to August 6, 2021 under the same terms and conditions.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, County Purchasing Agent, Department of Finance, Solid Waste Management Department, and Grinding Services, LLC, the successful bidder.

RESOLUTION

August 19, 2020

WHEREAS, on June 30, 2020, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of NEW CRACK SEALER for the County of Ocean; and

WHEREAS, at the advertised time, responses were received from the following bidders:

Name and Address of Bidder

Crafco, Inc.
6165 W. Detroit Street
Chandler, AZ 85226
(602) 276-0406

W. E. Timmerman Co., Inc.
3554 US Route 22 West
Whitehouse, NJ 08888
(908) 534-4126

Name and Address of Bidder

Patch Management, Inc.
451 Tyburn Road
Fairless Hills, PA 19030
(215) 949-9400

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that all bids be rejected. This project will be rebid with revised specifications.

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

1. Upon recommendation of the County Purchasing Agent, all bids received for New Crack Sealer, are hereby rejected.

2. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, County Road Department, Vehicle Services and the unsuccessful bidders.

CONTRACT NO. MUST BE ON ALL PAPERS, DOCUMENTS, INVOICES, VOUCHERS	
NO.	B2020-71

RESOLUTION

August 19, 2020

WHEREAS, on May 5, 2020, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of PENAL INSTITUTIONAL SUPPLIES for the County of Ocean; and

WHEREAS, on July 1, 2020, Contract B2020-71, Item Nos. 34 and 35 were awarded to BEST PLUMBING SPECIALTIES, INC.; and

WHEREAS, the County Purchasing Agent has requested Contract B2020-71, Item Nos. 34 and 35 be rescinded as vendor is unable to provide contracted items.

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

1. The aforementioned Resolution and Contract dated July 1, 2020, awarding Item Nos. 34 and 35 to Best Plumbing Specialties, Inc. is hereby rescinded. These items will be rebid.

2. All other provisions of the Resolution and contract documents described above shall remain in full force and effect.

3. 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 Corrections, Juvenile Services, and Best Plumbing Specialties, Inc.

NO. B2020-93

RESOLUTION

August 19, 2020

WHEREAS, on June 9, 2020, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of PARTS AND ACCESSORIES FOR VEHICLES AND EQUIPMENT 15,000 GVWR OR GREATER for the County of Ocean; and

WHEREAS, on August 5, 2020, Contract B2020-93, Item No. 20 was awarded to CHERRY VALLEY TRACTOR SALES; and

WHEREAS, the County Purchasing Agent has requested Contract B2020-93, Item No. 20 be rescinded due to a clerical error.

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

1. The aforementioned Resolution and Contract dated August 5, 2020, awarding Item No. 20 to Cherry Valley Tractor Sales is hereby rescinded. This item will be rebid.
2. All other provisions of the Resolution and contract documents described above shall remain in full force and effect.
3. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Buildings and Grounds, Parks Department, Roads, Solid Waste Management, Transportation Department, Vehicle Services, and Cherry Valley Tractor Sales.

CONTRACT NO. MUST BE ON ALL PAPERS, DOCUMENTS, INVOICES, VOUCHERS	
NO.	B2020-76

RESOLUTION

August 19, 2020

WHEREAS, on June 17, 2020, a resolution was adopted which awarded contract, B2020-76, for the furnishing and delivery of CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE NO. II for the County of Ocean; and

WHEREAS, upon further review of the contract documents, the County Purchasing Agent has recommended to this Board that an Amendment to the resolution is necessary due to a clerical error.

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

CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE NO. II: and

1. The Freeholder Director and Clerk of this Board are hereby authorized and directed to amend the Resolution for the furnishing and delivery of CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE NO. II for the County of Ocean.

2. All other provisions of the resolution and contract documents shall remain in full force and effect.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, County Buildings and Grounds and Peterson Service Company, the successful bidder.

CONTRACT NO. MUST BE ON ALL PAPERS, DOCUMENTS, INVOICES, VOUCHERS	
NO.	B2020-74

RESOLUTION

August 19, 2020

WHEREAS, on July 1, 2020 a resolution was adopted awarding contract B2020-74 for **GARBAGE AND TRASH REMOVAL** for the County of Ocean; and

WHEREAS, it has been recommended to this Board that an Amendment to the resolution is necessary as a successful bidder, Waste Management of New Jersey, Inc. wishes to extend contract prices to "County Cooperative Contract Purchasing System Participants"; 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 Director and Clerk of this Board are hereby authorized and directed to amend the Resolution for **GARBAGE AND TRASH REMOVAL** for the County of Ocean.
2. Be it further resolved that certified copies of this Resolution shall be made available to the County Auditor, County Purchasing Agent, Department of Finance, All County Departments and Waste Management of New Jersey, Inc., the successful bidder.

**No Associated
Documents**

RESOLUTION

August 19, 2020

WHEREAS, Contract No. B2019-173A was entered into on November 20, 2019 with Tricon Enterprises Inc., in connection with the project known as PROPOSED DEMOLITION AND SALVAGE OF ARTIFACTS, ORIGINAL OCEAN COUNTY JAIL/SHERIFF'S RESIDENCE, TOMS RIVER, NEW JERSEY, County of Ocean, State of New Jersey; and

WHEREAS, it has been determined that revisions to the contract are necessary for additional work required and changes to the specified scope of work; and

WHEREAS, the cost of the additional work shall be billed against the allowance; and

WHEREAS, the remaining costs results in an increase to the project in the amount of \$9,305.00; and

WHEREAS, the Consulting Architect, Yezzi Associates, has dully filed with the 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 \$9,305.00 with funding available in account #301-010-C927-6800; and

2. Yezzi Associates is hereby authorized to issue Change Order No. 1 at an increase to the contract amount to Tricon Enterprises Inc. in connection with the aforementioned reasons, in connection with the project known as PROPOSED DEMOLITION AND SALVAGE OF ARTIFACTS, ORIGINAL OCEAN COUNTY JAIL/SHERIFF'S RESIDENCE, TOMS RIVER, NEW JERSEY, County of Ocean, State of New Jersey; and

3. That the Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into an Amendatory Contract with Tricon Enterprises Inc., 322 Beers Street, Keyport, NJ 07735 to cover Change Order No.1 and to provide additional information and furnish such documents as may be required; and

4. Contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2019-173A; and

5. Certified copies of this Resolution shall be made available to the County Auditor, County Director of Management & Budget, County Director of Finance, Superintendent of Buildings & Grounds, County Counsel, Tricon Enterprises Inc., and to Yezzi Associates.

**No Associated
Documents**

RESOLUTION

August 19, 2020

WHEREAS, there exists a need for a Support Plan for Maintenance and Service of Gas Chromatography/Mass Spectrometry for the Criminal Investigative Unit of the Ocean County Sheriff's Department; and

WHEREAS, the County of Ocean has publicly solicited Request for Proposal for such services in accordance with the requirements of N.J.S.A. 19:44A-20.4; and

WHEREAS, the responses received by the County of Ocean were reviewed by the Ocean County Sheriff's Department and the Ocean County Consultant Selection Review Committee in accordance with the criteria approved by the Ocean County Board of Chosen Freeholders and set forth in the Request for Proposals; and

WHEREAS, the Ocean County Sheriff's Department and the Ocean County Consultant Selection Review Committee have recommended that an Agreement be awarded to Thermo Electron North America LLC, 1400 Northpoint Pkwy, Suite 50, West Palm Beach FL, 33407-1976 to provide maintenance and service for the two (2) year contract term of 9/1/2020 through 8/31/2022; and

WHEREAS, funds for the period of 9/1/2020 through 8/31/2021 shall not exceed \$80,422.75 and shall be appropriated from Account No. 016-115-4405; and

WHEREAS, funds for the period of 9/1/2021 through 8/31/2022 shall not exceed \$80,422.75 and shall be encumbered contingent upon adoption of the 2021 County Budget, at which time the Department of Finance will notify the appropriate County official when funds have become available.

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 an agreement with Thermo Electron North America LLC for a Support Plan for Maintenance and Service of Gas Chromatography/Mass Spectrometry for the Criminal Investigative Unit of the Ocean County Sheriff's Department for the two (2) year contract period of 9/1/2020 through 8/31/2022, in accordance with their proposal.
2. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract.
3. Certified copies of this resolution shall be made available to the Department of Finance, the Department of Purchase, the Ocean County Sheriff's Department, and Thermo Electron North America, LLC.

RESOLUTION

August 19, 2020

WHEREAS, there exists a need for engineering services in connection with the Design and Permitting for a new County Park in the Township of Manchester; and

WHEREAS, the Ocean County Department of Parks & Recreation solicited proposals for engineering services for the design and permitting for a new County Park in the Township of Manchester; and

WHEREAS, proposals were received on June 25, 2020 and reviewed pursuant to the County's professional services contracting guidelines; and

WHEREAS, proposals were ranked based upon the selection criteria set forth in the request for proposals; and

WHEREAS, the Department of Finance has certified that funds in the maximum amount of NINE HUNDRED SEVENTY NINE THOUSAND FOUR HUNDRED TEN DOLLARS & ZERO CENTS (\$979,410.00) are available for this purpose from Account #415-250-C816; and

WHEREAS, this contract is awarded as a professional service in accordance with N.J.S.A. 40A:11-5, as the services to be performed are specialized and qualitative in nature and require expertise, extensive training and a proven reputation in this field of endeavor; and

WHEREAS, the Local Public Contracts Law requires that the Resolution authorizing the award of contract for professional services and the contract itself be available for public inspection;

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 Engineering & Land Planning Associates, Inc. with principal offices at 140 W. Main St. High Bridge, NJ 08829 in the amount of NINE HUNDRED SEVENTY NINE THOUSAND FOUR HUNDRED TEN DOLLARS & ZERO CENTS (\$979,410.00)

2. This agreement is awarded in accordance with the provisions of NJSA 40A:11-5 of the Local Public Contracts Law which recognizes that engineering services, such as those required in connection with this agreement, are professional services authorized by laws.

3. A notice of this action shall be published once as required by law.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being PP2020-100.

5. 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.

6. A certified copy of this Resolution shall be forwarded to the County Comptroller, County Auditor, County Counsel, Director of the Department of Parks & Recreation, Director of Management and Budget and Engineering & Land Planning Associates, Inc.

RESOLUTION
August 19, 2020

WHEREAS, on June 17, 2020 the Ocean County Board of Chosen Freeholders approved the acquisition of Block 147.110, Lots 31 and 32.01 in the Township of Stafford under the Ocean County Natural Lands Trust Fund, by resolution # 2020000734; and

WHEREAS, environmental consulting services are required to identify any potential or existing environmental contamination liabilities prior to the transfer of title from the seller to the County of Ocean; and

WHEREAS, the Consultant Selection Review Committee recommended ten (10) firms to be qualified to provide Environmental Consulting Services to be performed on an as needed basis, where and as directed by Ocean County; and

WHEREAS, the Ocean County Board of Chosen Freeholders acknowledged that the ten (10) firms are qualified and eligible to provide Environmental Consulting Services by resolution dated August 5, 2020 referred to as contract number QP2020-96; and

WHEREAS, the County of Ocean has received proposals from eligible firms and the lowest qualified bidder is T&M Associates, Middletown, New Jersey; and

WHEREAS, the bidder submitted a proposal for environmental services in the lump sum fee of \$ 2,000.00; and

WHEREAS, this contract is awarded in compliance with the provisions of 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. It authorizes the expenditure for environmental consulting services to T&M Associates and in an amount not to exceed \$2,000.00 from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to County Administrator, County Planning Director, County Finance Director, County Auditor, County Counsel, and T&M Associates.

RESOLUTION
August 19, 2020

WHEREAS, on July 1, 2020 the Ocean County Board of Chosen Freeholders approved the acquisition of Block 141, Lot 1.03 in the Township of Ocean under the Ocean County Natural Lands Trust Fund, by resolution # 2020000806; and

WHEREAS, environmental consulting services are required to identify any potential or existing environmental contamination liabilities prior to the transfer of title from the seller to the County of Ocean; and

WHEREAS, the Consultant Selection Review Committee recommended ten (10) firms to be qualified to provide Environmental Consulting Services to be performed on an as needed basis, where and as directed by Ocean County; and

WHEREAS, the Ocean County Board of Chosen Freeholders acknowledged that the ten (10) firms are qualified and eligible to provide Environmental Consulting Services by resolution dated August 5, 2020 referred to as contract number QP2020-96; and

WHEREAS, the County of Ocean has received proposals from eligible firms and the lowest qualified bidder is T&M Associates, Middletown, New Jersey; and

WHEREAS, the bidder submitted a proposal for environmental services in the lump sum fee of \$ 1,800.00; and

WHEREAS, this contract is awarded in compliance with the provisions of 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. It authorizes the expenditure for environmental consulting services to T&M Associates in an amount not to exceed \$ 1,800.00 from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to County Administrator, County Planning Director, County Finance Director, County Auditor, County Counsel, and T&M Associates.

RESOLUTION

August 19, 2020

WHEREAS, there exists a need for Software License Renewal, for Microsoft Software listed in the Microsoft Enterprise Agreement for three (3) years by the County of Ocean, Department of Information Systems; and

WHEREAS, the Ocean County Office of Information Technology has determined that a Microsoft Enterprise Agreement is essential to the Secure and Efficient Operation of the Ocean County Data Network and Personal Computer environment; and

WHEREAS, the County has solicited proposals from the authorized vendors on NJ State Contract M0003; and

WHEREAS, upon review of the responses, the County is desirous of entering into an agreement with Dell Marketing, LP, Sub Contract No. 89850 to provide Software License Renewal for three (3) years, as set forth in their proposal dated July 29th, 2020; and

WHEREAS, the funds shall be encumbered for said agreement under account number 016-085-4046 in an amount not to exceed \$2,096,279.91 for a three (3) year period, \$698,759.97 for year one (1), effective upon signature expiring July 31st, 2021, \$698,759.97 for year two (2), effective August 1st, 2021 expiring July 31st, 2022, and \$698,759.97 for year three (3), effective August 1st, 2022 expiring July 31st, 2023. Terms subject to the availability of funds and contingent on the approval of the current years Ocean County Budget.

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

1. This agreement is awarded under the terms and conditions of New Jersey State Contract No. M0003 Sub Contract No. 89850.
2. The Freeholder-Director and Clerk of the board are hereby authorized and directed to enter into any necessary subsequent documents with Dell Marketing, LP, One Dell Way RR1 – MS17, Round Rock, TX 78682.
3. A notice of this action shall be published once as required by law.
4. The Contract number must be placed on all documents pertaining to this Agreement.
5. A Certified copy of this Resolution shall remain on file and be available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders.
6. A Certified Copy of this resolution shall be made available to Ocean County Comptroller, Ocean County Department of Technology and Dell Marketing, LP.

RESOLUTION

August 19, 2020

WHEREAS, there exists a need for Sunrise Contracts Management Module with system installation and configuration and implementation of Sunrise RIM Workflow Module for Contracts Management with integrated document repository for the County of Ocean; and

WHEREAS, the Ocean County Office of Information Technology and Office of Management and Budget has determined that the Sunrise Contracts Management Module is essential to the Efficient Operation of the Ocean County contracts record management; and

WHEREAS, the County has solicited proposals from the authorized vendors on NJ State Contract M0003; and

WHEREAS, upon review of the responses, the County is desirous of entering into an agreement with Dell Marketing, LP, Sub Contract No. 89850 to provide software license, installation, configuration and integration support as set forth in their proposal dated July 27th, 2020; and

WHEREAS, the funds shall be encumbered for said agreement under account number 016-085-6042 in an amount not to exceed \$116,987.00 coverage term for annual maintenance will start on January 1st, 2021 or upon final acceptance by the County.

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

1. This agreement is awarded under the terms and conditions of New Jersey State Contract No. M0003 Sub Contract No. 89850.
2. The Freeholder-Director and Clerk of the board are hereby authorized and directed to enter into any necessary subsequent documents with Dell Marketing, LP, One Dell Way RR1 – MS17, Round Rock, TX 78682.
3. A notice of this action shall be published once as required by law.
4. The Contract number must be placed on all documents pertaining to this Agreement.
5. A Certified copy of this Resolution shall remain on file and be available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders.
6. A Certified Copy of this resolution shall be made available to Ocean County Comptroller, Ocean County Department of Technology and Dell Marketing, LP.

RESOLUTION

August 19, 2020

WHEREAS, the Ocean County Board of Chosen Freeholders on March 18, 2020 adopted a "Proclamation of the Emergency" to protect health and safety of all County residents; and

WHEREAS, on March 18, 2020 the Board of Chosen Freeholders adopted a Proclamation of Emergency in response to the Coronavirus including authorizing to the County Purchasing Agent to issue or award emergency purchase orders pursuant to N.J.S.A. 40A:11-6, N.J.S.A. 5:34-6.1 and Local Finance Board Notice 2020-06; and

WHEREAS, due to the COVID-19 epidemic and the uncertainty of the length of time the epidemic; and

WHEREAS, Ocean County wants to implement measures to ensure the health and safety of our employees and visitors to Ocean County facilities; and

WHEREAS, an elevated temperature is one way to identify a person who may have a COVID-19 infection; and

WHEREAS, thermal imaging systems and non-contact infrared thermometers can be used to measure a person's temperature; and

WHEREAS, Ocean County is desirous of implementing thermal imaging systems in various County facilities; and

WHEREAS, Packetalk has provided quote #2167 in the amount of \$513,178.00 and quote #20167 in the amount of \$30,000.00 which includes all necessary hardware and software to provide thermal imaging systems for the OC Sheriff's Office, Corrections Department, and Office of Information Technology; and

WHEREAS, funds are now available in account 9999-019-015-0003-45OS and 9999-019-015-0003-45IT.

NOW, THEREFORE BE IT RESOLVED THAT THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, hereby authorizes the following:

1. The County Purchasing Agent is hereby authorized to issue a purchase order to Packetalk as outlined in quote #2167 in the amount of \$513,178.00 with funds for said purchase order available in account 9999-019-015-0003-45OS.
2. The County Purchasing Agent is hereby authorized to issue a purchase order to Packetalk as outlined in quote #20167 in the amount of \$30,000.00 with funds for said purchase order available in account 9999-019-015-0003-45IT.
3. Certified copies of this resolution shall be forwarded to the County Auditor, Department of Finance and the Purchasing Department, Sheriff's Department, Corrections Department, and Office of Information Technology.

RESOLUTION

August 19, 2020

WHEREAS, the Ocean County Board of Chosen Freeholders has determined that a need exists for Environmental Engineering Services for the Professional Regulatory Compliance Services for Safety Improvements to C.R. 528 (Cedar Bridge Avenue from Martin Luther King Drive to Vine Avenue), Township of Lakewood; and

WHEREAS, the Board considers it necessary and desirable to engage an On-Call Environmental Engineering Professional Services firm from a list of previously qualified firms identified in a Resolution previously adopted by the Board of Chosen Freeholders on July 15, 2020, and referred to as contract number QP2020-92; and

WHEREAS, T & M Associates is qualified to provide the required environmental engineering services in accordance with their project specific proposal at a not to exceed cost of \$43,995.30; 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 Board of Chosen Freeholders does hereby authorize the issuance of a purchase order in an amount not to exceed \$43,995.30 to T & M Associates for Environmental Engineering Services from Capital Budget Account Number 301-185-C906-6600; and
2. Certified copies of this Resolution shall be forwarded to the Ocean County Engineer, Ocean County Department of Finance, Ocean County Department of Purchasing, and T & M Associates.

RESOLUTION

August 19, 2020

WHEREAS, the Ocean County Board of Chosen Freeholders has determined that a need exists for Construction Project Management and Inspection Services for the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2019B, Ocean County; and

WHEREAS, the Board considers it necessary and desirable to engage Construction Project Management and Inspection Services firm from a list of previously qualified firms identified in a Resolution adopted by the Board of Chosen Freeholders on December 4, 2019 and referred to as contract number QP2019-139; and

WHEREAS, KS Engineers, P.C. is qualified to provide the required Construction Project Management and Inspection Services in accordance with their proposal at a not to exceed cost of \$162,990.67; 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 Board of Chosen Freeholders does hereby authorize the issuance of a purchase order in an amount not to exceed \$162,990.67 to KS Engineers, P.C. for Construction Project Management and Inspection Services from Capital Budget Account Numbers 300-185-X009-6600; and
2. Certified copies of this Resolution shall be forwarded to the Ocean County Engineer, Ocean County Department of Finance, Ocean County Department of Purchasing, and KS Engineers, P.C.

RESOLUTION

August 19, 2020

WHEREAS, the Ocean County Board of Chosen Freeholders has determined that a need exists for Construction Project Management and Inspection Services for the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2018B, Ocean County; and

WHEREAS, the Board considers it necessary and desirable to engage Construction Project Management and Inspection Services firm from a list of previously qualified firms identified in a Resolution adopted by the Board of Chosen Freeholders on December 4, 2019 and referred to as contract number QP2019-139; and

WHEREAS, CME Associates is qualified to provide the required Construction Project Management and Inspection Services in accordance with their proposal at a not to exceed cost of \$95,465.47; 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 Board of Chosen Freeholders does hereby authorize the issuance of a purchase order in an amount not to exceed \$95,465.47 to CME Associates for Construction Project Management and Inspection Services from Capital Budget Account Numbers 301-185-C909-6600; and
2. Certified copies of this Resolution shall be forwarded to the Ocean County Engineer, Ocean County Department of Finance, Ocean County Department of Purchasing, and CME Associates.

RESOLUTION

August 19, 2020

WHEREAS, on September 4, 2019 a resolution was adopted awarding a purchase order to NV5, Inc. for Material Sampling, Inspection and Testing Services for the Replacement of Ridgeway Boulevard Bridge (Structure No. 1518-002), Ridgeway Boulevard Over the Ridgeway Branch of the Toms River, Manchester Township under contract QP2019-82 for the lump sum fee of FOUR THOUSAND FOUR HUNDRED SEVENTY AND 00/100 DOLLARS (\$4,470.00); and

WHEREAS, it has been determined that additional Material Sampling, Inspection and Testing Services be conducted in the project area; and

WHEREAS, funds are available in the Account Number 301-185-C906-6600 in the amount of TWO THOUSAND SIX HUNDRED SEVENTY AND 00/100 DOLLARS (\$2,670.00) to cover this additional work; and

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the project specific proposal is amended to include these additional Material Sampling, Inspection and Testing Services for the Replacement of Ridgeway Boulevard Bridge (Structure No. 1518-002), Ridgeway Boulevard Over the Ridgeway Branch of the Toms River, Manchester Township

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to Ocean County Finance Director, County Auditor, County Counsel, Ocean County Engineer, Ocean County Department of Purchasing and NV5, Inc.

RESOLUTION

August 19, 2020

WHEREAS, the Ocean County Board of Chosen Freeholders on March 18, 2020 adopted a "Proclamation of the Emergency" to protect health and safety of all County residents; and

WHEREAS, on March 18, 2020 the Board of Chosen Freeholders adopted a Proclamation of Emergency in response to the Coronavirus including authorizing to the County Purchasing Agent to issue or award emergency purchase orders pursuant to N.J.S.A. 40A:11-6, N.J.S.A. 5:34-6.1 and Local Finance Notice 2020-06; and

WHEREAS, due to the COVID-19 epidemic and the uncertainty of the length of time the epidemic; and

WHEREAS, Ocean County wants to insure that accurate voting tabulation is available to the residents for the General Election on November 3, 2020; and

WHEREAS, the Board has been notified by the County Board of Elections and the Office of County Clerk that in order to prepare for a General Election that shall require mail in ballots for all registered voters and to process and tabulate those ballots requires a different system then what is current in place; and

WHEREAS, Dominion Voting has provided a budgetary quote #Q00004379 in the amount of \$282,050.00 which includes all necessary equipment, hardware, software and licenses to accommodate the processing and tabulation of the increased volume of ballots to be networked in a Windows 10 environment to provide significant security improvements; and

WHEREAS, funds are now available from County Clerk fees account number 219-055-0016.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, hereby authorizes the following:

1. The County Purchasing Agent is hereby authorized to issue a purchase order to Dominion Voting as outlined in Quote #Q00004379 in the amount not to exceed \$282,050.00.
2. Funds for said purchase order to be encumbered against account #219-055-0016 in the amount of \$282,050.00.
3. Certified copies of this resolution shall be forward to:
 - A. County Auditor
 - B. County Clerk
 - C. Board of Elections
 - D. Department of Finance
 - E. Purchasing Director

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