



## Ocean County Board of Chosen Freeholders

OFFICE OF THE  
OCEAN COUNTY FREEHOLDERS

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

101 Hooper Ave  
Toms River, New Jersey  
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Tel: 732-929-2005  
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### Board Meeting Agenda

Date: July 15, 2015 - 4:00 PM  
Location: Administration Building  
Room 119  
101 Hooper Ave  
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. ORDINANCES - PUBLIC HEARING
  - 1. ORDINANCE - #2015-17 - An Ordinance authorizing Safety Improvements to County Road 539, Jackson, Plumsted, Barnegat, Stafford, Little Egg Harbor, Lacey and Manchester Townships, all in the County of Ocean, State of New Jersey, and appropriating \$3,700,000.00 therefor and authorizing the issuance of \$3,700,000.00 in Bonds or Bond Anticipation Notes of the County of Ocean to finance the same.
  - 2. ORDINANCE #2015-18 - An Ordinance appropriating the sum of \$175,000.00 from the Capital Improvement Fund for the cost of the Sunset Avenue Facility Parking Lot, Lighting and Security Camera Upgrades, located in the Township of Toms River, in the County of Ocean, State of New Jersey.
  - 3. ORDINANCE #2015-19 - An Ordinance authorizing the Capital Renewal and Replacement Facilities FY 2014 and 2015 Project at the County College, in the County of Ocean, New Jersey, and appropriating the aggregate amount of \$7,450,000.00 therefor, including support from the State of New Jersey, in the amount of \$3,725,000.00 pursuant to the provisions of Chapter 12 P.L. 1971 and authorizing the issuance of Bonds and Notes of the County of Ocean to finance the same.

4. ORDINANCE #2015-20 - A Bond Ordinance authorizing the Construction of the Nursing and Technology Building at Ocean County College, located in Toms River, County of Ocean, State of New Jersey and appropriating the aggregate amount of \$8,000,000.00 therefor and authorizing the issuance of Bonds and Notes of the County of Ocean to finance the same.

F. RESOLUTIONS - PUBLIC HEARING

1. Accepting the recommendation of the Ocean County Natural Lands Trust Fund Advisory Committee to participate in the acquisition of Block 8.03, Lot 5, South Toms River Borough, in an amount not to exceed \$48,500.00.
2. Accepting the recommendation of the Ocean County Natural Lands Trust Fund Advisory Committee to participate in the acquisition of Block 1320, Lots 19.01 & 25.01, Berkeley Township, in an amount not to exceed \$156,666.00.

G. Authorizing Payment of Bills in Bill Committee Report No. 14.

H. Authorizing Engineering Payments to Contractors as listed below.

1. GREEN CONSTRUCTION, INC. - Improvements to Garden State Parkway Interchange 91, Brick Township - Partial Estimate #7, \$1,082,928.01.
2. LUCAS BROTHERS, INC. - Reconstruction of East County Line Rd. (CR 526) (Apple St. to Route 549) Phase I: Twin Oaks Drive and East End Street, Lakewood Township - Change Order #2, E-\$42,023.81, R-\$0.00.
3. BIL-JIM CONSTRUCTION CO., INC. - Stormwater Management Contract 2013-B, Ocean County - Final Estimate #9, \$80,230.27.
4. A-TEAM CONCRETE, INC. - Replacement of Curb and Sidewalk at Various Locations in Ocean County, Contract 2014 - Change Order #2, E-\$5,400.00, R-\$0.00.
5. EARLE ASPHALT COMPANY - Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2015A, Ocean County - Partial Estimate #3, \$819,877.18.
6. MARBRO, INC. - Construction of Clean Water Barnegat Bay Watershed Project S344080-04 Manufactured Treatment Devices, Various Townships, Ocean County - Partial Estimate #1, \$163,799.75.

I. RESOLUTIONS

1. Authorizing the County Personnel Resolution.
2. Authorizing an Amendment to the 2015 OC Budget for the program entitled Veterans Transportation FY15, in the amount of \$30,000.00.
3. Authorizing an Amendment to the 2015 OC Budget for the program entitled SSBG Residential Administration FY13, in the amount of \$9,800.00.

4. Authorizing an Amendment to the 2015 OC Budget for the program entitled SSBG Residential Maintenance FY13, in the amount of \$235,200.00.
5. Authorizing an Amendment to the 2015 OC Budget for the program entitled USDA FY15, in the amount of \$6,113.00.
6. Authorizing an Amendment to the 2015 OC Budget for the program entitled Work First New Jersey (WFNJ) FY15/16, in the amount of \$1,955,103.00.
7. Authorizing an Amendment to the 2015 OC Budget for the program entitled Children's Inter-Agency Coordinating Council and Convener FY15, in the amount of \$39,418.00.
8. Authorizing the execution of a Grant Application for the NJ Clean Vessel Act Program, in the amount of \$95,000.00.
9. Authorizing an Agreement with Rutgers, The State University of New Jersey, to provide funding for the Traumatic Loss Coalitions for Youth Programs (TLC), in the amount of \$14,522.00.
10. Authorizing the execution of an Intergovernmental Agreement with the Toms River Board of Education for Adult Basic Education for Criminal Offenders.
11. Authorizing the execution of an Intergovernmental Agreement with the OC Vocational-Technical School for Career Counseling and Job Placement for Inmates.
12. Authorizing an Amendatory Intergovernmental Agreement with the Borough of Beach Haven for Schedule "C" Road Department Services, an increase in the amount of \$2,000.00.
13. Authorizing the execution of a Deferred Loan Agreement under the CDBG Housing Rehabilitation Program, as recommended by the Planning Director.
14. Determining the form and other details of General Obligation Refunding Bonds and providing for the sale and delivery of such General Obligation Refunding Bonds to Citigroup Global Markets, LLC, Senior Manager.
15. Amending a Resolution adopted on 10/15/2014 to Ocean County Equipment, Inc. DBA Ace Outdoor Power Equipment for Golf Course and Landscaping Equipment, due to a typographical error.
16. Authorizing the transfer of all terms of Contract B2014-74: Repair Services for Vehicles and Equipment 15,000 Lbs. GVWR or Greater No. II from Trico Equipment Services, LLC to Groff Tractor New Jersey, LLC.
17. Authorizing the transfer of all terms of Contract B2014-99: Parts and Accessories for Vehicles and Equipment 15,000 GVWR or Greater No. II from Trico Equipment Services, LLC to Groff Tractor New Jersey, LLC.
18. Authorizing the transfer of all terms of Contract B2014-137: Equipment Parts, Repairs and Maintenance for the Solid Waste Management Department from Trico Equipment Services, LLC to Groff Tractor New Jersey, LLC.
19. Authorizing the execution of a Shared Services Agreement with Barnegat Township for the Replacement of Barnegat Bridge (Structure No. 1533-001), East Bay Avenue over Double Creek, Barnegat Township.

20. Authorizing the County of Ocean to enter into a joint planning process with the NJ Department of Transportation for the development of an Access Management Plan for Route 9 from Milepost 94.86 to 101.71, Toms River and Lakewood Townships.

## J. MOTIONS

1. Authorizing the Clerk of the Board to record and/or accept Legal Instruments.
2. Approving the Distribution of Requests for Proposals and/or Requests for Qualifications for 1) Banking and Investment Services - \$2,125,000.00 College Capital Improvement Bonds Series 2015 2) Banking and Investment Services - \$1,600,000.00 College Capital Improvement Bonds Series 2014 3) Banking and Investment Services - \$42,410,000.00 (Estimate) General Improvement Bonds Series 2015 4) Support Plan (Service and Maintenance) for Gas Chromatography/Mass Spectrometry
3. Approving the Minutes of the Pre-Board Meeting of 5/27/2015.
4. Approving the Minutes of the Board Meeting of 6/17/2015.
5. Approving the OC Master Payroll paid on 7/1/2015 for the payroll period of 6/4/2015 through 6/17/2015 and for the payroll period of 6/18/2015 through 7/1/2015, in the amount of \$5,066,649.94.
6. Approving the OC Master Payroll paid on 7/15/2015 for the period 6/18/2015 through 7/1/2015 and for the payroll period of 7/2/2015 through 7/15/2015, in the amount of \$4,978,751.85.
7. Approving the Plans and Specifications and authorizing the County Engineer to advertise for the receipt of bids for the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2015D.
8. Amending an acquisition of right-of-way and/or easement(s) by gift, purchase, exchange or condemnation for the Reconstruction of East Veterans Highway, Route 527 and 528, Jackson Township (seven parcels).

## K. TRAFFIC SAFETY IMPROVEMENTS

1. Authorizing the Installation of a Traffic Signal at C.R. #88 (Airport Road) and Garden State Parkway Interchange 89, Lakewood Township.
2. Authorizing the Installation of a Traffic Signal at C.R. #5 (Cedar Bridge Avenue) and Garden State Parkway Interchange 89, Lakewood Township.

## L. BID AWARDS

1. Awarding a Contract for the furnishing and delivery of VEHICLE LIFTING SYSTEMS to First Choice Automotive Parts and Equipment, Inc., the lowest qualified bidder. Recommendation is made to reject Items No. 1, 1a and 1b, they will be rebid with revised specifications.

2. Awarding Contracts for the furnishing and delivery of DEICING SALT to Chemical Equipment Labs of DE, Inc., the lowest qualified bidder. Recommendation is also made to award a secondary contract to Mid-Atlantic Salt, LLC for \$75.90/ton as per page 20 of the Bid Specifications "AWARD OF BID".
3. Awarding Contracts for the furnishing and delivery of VEHICLE COLLISION REPAIRS to Maaco Collision Repair/J&R Rauf Ent., Inc.; 122 1st Street Corporation Tilton Body Works; Central Jersey Collision DBA Elizabeth Truck Center; Trawinco, LLC DBA Maaco Collision and Auto Painting; G.Y.O.F.B. Enterprises, Inc.; South Jersey Truck Repairs, LLC and Freehold Ford, the lowest qualified bidders.
4. No bids were received for the furnishing and delivery of OCEAN COUNTY HOUSEHOLD HAZARDOUS WASTE AND COUNTY DEPARTMENT WASTE NO. II, Items No. 3D and 3E for a second time. In accordance with N.J.S.A. Chapter 40A:11-5(3) the County Purchasing Agent is given the authority to enter into a negotiated contract.
5. Awarding a Contract for STORMWATER MANAGEMENT CONTRACT 2015B, VARIOUS TOWNSHIPS to Mathis Construction Company, Inc., the lowest qualified bidder, in the amount of \$715,658.23.

#### M. CONTRACTS

1. Awarding a Contract to Community Medical Center, Inc. for certain medical testing and autopsy services for the Ocean County Medical Examiner's Office, in an amount not to exceed \$115,000.00.
2. Awarding a Contract to Ocean Medical Imaging Center for Virtual Autopsy Services, on an as-needed basis, for the Ocean County Medical Examiner's Office.
3. Awarding a Professional Services Contract to Karen Bright-Papeo to provide Traumatic Loss Coalition Services, in an amount not to exceed \$14,522.00.
4. Awarding an Extraordinary, Unspecifiable Services Contract to V-Comm LLC to provide Expert Witness Testimony, in an amount not to exceed \$5,000.00.
5. Awarding an Extraordinary, Unspecifiable Services Contract to Forensic International Consultants LLC to provide Expert Witness Testimony, in an amount not to exceed \$2,000.00.
6. Amending a Competitive Contract with Long Beach Island Community Center, Inc. for services to the elderly of Ocean County, an increase in the amount of \$2,232.00.
7. Amending a Competitive Contract with Brick Township Senior Center & Outreach for services to the elderly of Ocean County, an increase in the amount of \$10,000.00.
8. Amending a Competitive Contract with Long Beach Island Community Center, Inc. for procurement services to the elderly of Ocean County, an increase in the amount of \$10,095.00.
9. Amending a Competitive Contract with Manchester Township Outreach for procurement services to the elderly of Ocean County, an increase in the amount of \$10,000.00.

10. Amending a Competitive Contract with Toms River Senior Center & Outreach for procurement services to the elderly of Ocean County, an increase in the amount of \$10,000.00.
11. Amending a Competitive Contract with Community Services, Inc. for Congregate Meal Services to the elderly of Ocean County, an increase in the amount of \$12,392.00.
12. Amending a Competitive Contract with Lakewood Community Services Corp. for Home Delivered Meals to the elderly of Ocean County, an increase in the amount of \$2,613.00.
13. Amending a Competitive Contract with Long Beach Island Community Center, Inc. for procurement services to the elderly of Ocean County, a decrease in the amount of \$214.00.
14. Amending a Competitive Contract with Lakewood Community Services Corp. for procurement services to the elderly of Ocean County, a decrease in the amount of \$1,787.00.
15. Amending a Competitive Contract with the OC Board of Social Services for the procurement services to the elderly of Ocean County, an increase in the amount of \$235,200.00.
16. Amending a Competitive Contract with Community Services, Inc. to provide Home Delivered Meals to the elderly of Ocean County, an increase in the amount of \$250,000.00.

N. APPOINTMENTS AND REAPPOINTMENTS

1. Appointing Michael Blatt, Lanoka Harbor to the OC TRANSPORTATION ADVISORY COMMITTEE FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES to fill the unexpired term of Marie-Elena Sodeikes, term to expire 10/23/2016.
2. Appointing Andrew Green, Lakewood to the LOCAL ADVISORY COMMITTEE ON ALCOHOLISM AND DRUG ABUSE (LACADA) for a term of one (1) year, term to expire 5/8/2016.
3. Reappointing Betty Vasil to the position of Clerk of the Board for a term of three (3) years, term to expire 8/1/2018.

O. RECEIVED ITEMS

P. RESOLUTIONS FROM GOVERNING BODIES

1. Monmouth County opposing the Base Realignment and Closure Commission's potential closure of Federal Military Bases in the State of New Jersey.
2. Chesterfield Township encouraging the NJ Board of Public Utilities to consider an alternate pipeline route as proposed by the Township of Chesterfield; authorizing the Township Solicitor to file motions to intervene in the NJ Natural Gas Petitions; and amending Resolution 2015-4-2 to include NJ Natural Gas' most recent safety citations.

3. Chesterfield Township endorsing Assembly Bills 4455, 4501 and 4503, sponsored by The Honorable Ronald S. Dancer regarding certain Utility Company rights-of-way and BPU procedures.
4. OC Utilities Authority establishing the bulk rate to be charged to its participants.
5. OC Utilities Authority establishing the unit surcharge rates for excess Suspended Solids and Biochemical Oxygen Demand.
6. OC Utilities Authority establishing the rates for treatment and disposal of septage and graywater.
7. Township of Ocean recognizing July 18, 2015 as "Choose Your Cover Day", raising awareness about skin cancer.
8. OC Board of Health adoption of the 2015 Budget.

Q. MINUTES AND MEETING NOTICES

1. OC Utilities Authority Meeting Minutes of 5/28/2015.

R. APPROVALS

1. Division of Local Government Services approval of the 2015 Ocean County Budget, "CAP" Resolution, and Resolution to amend the Approved 2015 Budget and supporting documentation.

S. CORRESPONDENCE

1. NJ Natural Gas Petition for a Determination concerning the Southern Reliability Link and Petition for approval and authorization to Construct and Operate the Southern Reliability Link.
2. NJ Division of Rate Counsel discovery requests regarding NJ Natural Gas Petition for approval and authorization to Construct and Operate the Southern Reliability Link.

T. REPORTS

1. OC Treasurer's Report for the period ending May 2015.

U. FREEHOLDER COMMENTS

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

W. ADJOURNMENT





**No Associated  
Documents**

**No Associated  
Documents**

**No Associated  
Documents**

**No Associated  
Documents**

**No Associated  
Documents**

ORDINANCE #2015-17

AN ORDINANCE AUTHORIZING SAFETY IMPROVEMENTS TO COUNTY ROAD 539, LITTLE EGG HARBOR, STAFFORD, BARNEGAT, LACEY, MANCHESTER, JACKSON AND PLUMSTED TOWNSHIPS, ALL IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY, AND APPROPRIATING \$3,700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,700,000 IN BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF OCEAN TO FINANCE THE SAME.

BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, IN THE STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING) AS FOLLOWS:

SECTION 1. There is hereby authorized to be undertaken by the County of Ocean as safety improvements to County Road 539, Little Egg Harbor, Stafford, Barnegat, Lacey, Manchester, Jackson and Plumsted Townships, all in the County of Ocean, State of New Jersey, in accordance with plans and specifications on file in the Ocean County Engineering Department, including all else necessary therefor and incidental thereto.

SECTION 2. It is hereby found, determined and declared that the improvements or purposes, the estimated cost of the improvements and appropriation therefor, estimated maximum amount of bonds or notes authorized are as follows:

<u>IMPROVEMENT OR PURPOSE</u>	<u>ESTIMATED COST AND APPROPRIATION</u>	<u>GRANTS IN AID AND OTHER FUNDS</u>	<u>ESTIMATED MAXIMUM AMOUNT OF BONDS OR NOTES AUTHORIZED</u>
CR 539 Safety Improvements Little Egg Harbor, Stafford, Barnegat, Lacey, Manchester, Jackson & Plumsted Twps., All in the County of Ocean, State of New Jersey			
TOTALS	\$3,700,000	\$3,700,000	\$3,700,000

SECTION 3. There is hereby appropriated the sum of \$3,700,000 for the improvements or purposes described in Section 1 hereof as required by the Local Bond Law. No down payment is required as this bond ordinance involves projects funded by State grants and other similar programs, within the meaning of N.J.S.A. 40A:2-11(c).

SECTION 4. There is hereby authorized the issuance of negotiable bonds in an aggregate principal amount of \$3,700,000 to finance part of the cost of the purposes stated in Section 1 hereof. Said bonds shall bear interest at a rate not exceeding the limit authorized by law, and the maturities, method of sale and other details thereof shall be determined by subsequent resolutions to be adopted in the manner provided by law.

SECTION 5. In order to temporarily finance the purposes provided for in Section 1 hereof, there is hereby authorized the issuance of bond anticipation notes of said County in an aggregate principal amount of \$3,700,000. All bond anticipation notes issued hereunder shall mature at such times as may be determined by

the County Comptroller; provided that no note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and shall be in such form as may be determined by the County Comptroller. The County Comptroller shall determine all matters in connection with notes issued pursuant to this Ordinance, and the County Comptroller's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1. The County Comptroller is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The County Comptroller is directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

SECTION 6. The County reasonably expects to commence acquisition and/or construction of the improvements described in Section 1 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the County further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 2 hereof. This bond ordinance is intended to be a declaration of official intent under Treasury Regulation Section 1.150-2.

SECTION 7. Any grant monies received for the purposes described in Section 1 hereof, other than the grant described in section 2 hereof, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

SECTION 8. The amount of the proceeds of the obligations authorized by this Ordinance which may be used for the payment of interest on such obligations, architects' fees, accounting, engineering and inspection costs, legal expenses, and other items as provided in N.J.S.A. 40A:2-20 shall not exceed the sum of \$200,000.

SECTION 9. The Capital Budget of the County of Ocean is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services is on file with the Clerk of the Board of Chosen Freeholders and is available there for public inspection.

SECTION 10. It is hereby found, determined and declared as follows:

A. The improvements or purposes described in Section 1 of this bond ordinance are not current expenses. They are improvements or purposes the County may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property benefited thereby.

B. The average period of usefulness of the improvements for which the obligations authorized by this Ordinance are to be issued is ten (10) years.

C. The supplemental debt statement provided for in N.J.S.A. 40A:2-10 was duly filed in the Office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Ordinance on first reading, and a complete executed duplicate of such supplemental debt statement has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such supplemental debt statement shows that the gross debt of the County as defined in N.J.S.A. 40A:2-43 is increased by this Ordinance by \$3,700,000 and the obligations authorized by this Ordinance will be within all debt limitations prescribed by said Local Bond Law.

SECTION 11. In the event the monies set forth above for any purpose is not necessary for said purposes, then such monies shall be for the completion of any of the other purposes provided for in this Ordinance.

SECTION 12. The full faith and credit of the County of Ocean shall be pledged to the payment of the principal of and interest on the bonds and notes authorized by this Ordinance, and as long as any of said bonds or notes are outstanding, an appropriation shall be included in each annual budget of the County hereafter adopted in an amount sufficient to pay the principal of and interest on such bonds or notes maturing in each year. 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 as to rate or amount.

SECTION 13. After passage upon first reading of this Ordinance, the Clerk of the Board of Chosen Freeholders is hereby directed to publish the full text of the Ordinance, together with the notice set forth below entitled: "NOTICE OF PENDING ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A:2-19, at least seven days prior to the date set for public hearing and further consideration for final passage (which date shall be at least ten days after introduction and first reading). The Clerk of the Board of Chosen Freeholders is further directed to comply with all provisions of N.J.S.A. 40A:2-17(b) regarding postings, publications, and the provision of copies of this Ordinance.

SECTION 14. After final adoption of this Ordinance by the Board of Chosen Freeholders, the Clerk of the Board of Chosen Freeholders is hereby directed to publish the full text of this Ordinance, as finally adopted, together with the notice set forth below entitled: "NOTICE OF ADOPTION OF ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under



N.J.S.A. 40A:2-19.

SECTION 15. The Board of Chosen Freeholders of the County hereby covenants on behalf of the County to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

SECTION 16. This Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

NOTICE OF ADOPTION OF ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that the Bond Ordinance published herewith has been finally adopted by the Board of Chosen Freeholders of the County of Ocean on July 15, 2015, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such 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.

BETTY VASIL, Clerk  
Board of Chosen Freeholders

JOHN C. SAHRADNIK  
County Counsel

ORDINANCE #2015-18

AN ORDINANCE APPROPRIATING THE SUM OF \$175,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE COST OF THE SUNSET AVENUE FACILITY PARKING LOT, LIGHTING AND SECURITY CAMERA UPGRADES, LOCATED IN THE TOWNSHIP OF TOMS RIVER, IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY.

WHEREAS, the Board of Chosen Freeholders of the County of Ocean recognizes the need for the Sunset Avenue facility parking lot, lighting and security camera upgrades, located in the Township of Toms River, in the County of Ocean, State of New Jersey; and

WHEREAS, it is in the best interest of the County that funds be available for this purpose.

NOW, THEREFORE, BE IT ORDAINED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING), as follows:

SECTION 1: \$175,000 is hereby appropriated from the Capital Improvement Fund for the cost of the Sunset Avenue facility parking lot, lighting and security camera upgrades, located in the Township of Toms River, in the County of Ocean, which sum shall also cover fees and contingencies.

SECTION 2: The capital budget of the County of Ocean is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program, as approved by the Director of Local Government Services, is on file with the Clerk and is available there for public inspection.

SECTION 3: After passage upon first reading of this ordinance, the Clerk of the Board of Chosen Freeholders is hereby directed to publish the full text of the ordinance, together with the notice set forth below entitled: "NOTICE OF PENDING ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A: 2-19, at least seven days prior to the date set for public hearing and further consideration for final passage (which date shall be at least ten days after introduction and first reading). The Clerk of the Board of Chosen Freeholders is further directed to comply with all provisions of N.J.S.A. 40A: 2-17(b) regarding postings, publications, and the provision of copies of this ordinance.

SECTION 4: After final adoption of this ordinance by the Board of Chosen Freeholders, the Clerk of the Board of Chosen Freeholders is hereby directed to publish the full text of this ordinance, as finally adopted, together with the notice set forth below entitled: "NOTICE OF ADOPTION OF ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A: 2-19.

SECTION 5: This ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

NOTICE OF ADOPTION OF ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that the ordinance published herewith has been finally adopted by the Board of Chosen Freeholders of the County of Ocean on July 15, 2015, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such 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.

BETTY VASIL, Clerk  
Board of Chosen Freeholders

JOHN C. SAHRADNIK  
County Counsel

ORDINANCE #2015-19

A BOND ORDINANCE AUTHORIZING THE CAPITAL RENEWAL AND REPLACEMENT FACILITIES FY 2014 AND 2015 PROJECT AT THE COUNTY COLLEGE IN THE COUNTY OF OCEAN, NEW JERSEY, AND APPROPRIATING THE AGGREGATE AMOUNT OF \$7,450,000, THEREFOR, INCLUDING SUPPORT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$3,725,000 PURSUANT TO THE PROVISIONS OF CHAPTER 12 P.L. 1971 AND AUTHORIZING THE ISSUANCE OF BONDS AND NOTES OF THE COUNTY OF OCEAN TO FINANCE THE SAME.

WHEREAS, on April 22, 2013 and March 24, 2014 the Ocean County College Board of Trustees adopted resolutions approving various facility improvements at the Ocean County College for fiscal year 2014 and 2015; and

WHEREAS, on April 24, 2013 and March 26, 2014 the Ocean County College Board of School Estimate approved the funding request of \$7,450,000 for fiscal years 2014 and 2015 for the nursing and technology building project including construction and related costs, and

WHEREAS, the Ocean County Board of Chosen Freeholders, acting pursuant to the procedures to be used by Community Colleges of the State of New Jersey and to the Resolutions of the Ocean County College Board of School Estimate, wishes to adopt a bond ordinance appropriating sums of money and authorizing the issuance of bonds for the above mentioned project.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, IN THE STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING) AS FOLLOWS:

SECTION 1. That the improvements described in Section 2 of this Bond Ordinance are hereby authorized to be undertaken by the County of Ocean, New Jersey as general improvements. For the said improvements or purposes stated in Section 2, there is hereby appropriated the sum of money therein stated as the appropriation made for said improvements or purposes such sums amounting in the aggregate to \$7,450,000 and including State Support of Capital Projects for County Colleges (Chapter 12, P.L. 1971, as amended) in the amount of \$3,725,000 anticipated to be received from the State of New Jersey for the purposes described in Section 2 thereof.

SECTION 2. It is hereby found, determined and declared that the improvements or purposes, appropriation, and the amount of bonds or notes authorized and amount anticipated to be received as State Support of Capital Projects for County Colleges (Chapter 12, P.L. 1971, as amended) are as follows:

<u>IMPROVEMENT OR PURPOSE</u>	<u>ESTIMATED COST AND APPROPRIATION</u>	<u>AMOUNT OF BONDS OR NOTES AUTHORIZED</u>	<u>ANTICIPATED AMOUNT AS STATE SUPPORT</u>
New Nursing and Technology Building, including Capital Renewal and Replacement Facilities Improvement Project FY 2014 and 2015			
<u>TOTALS</u>	\$7,450,000	\$7,450,000	\$3,725,000

SECTION 3. That the sum of \$7,450,000 be and the same is hereby appropriated for the purposes stated in this Ordinance.

SECTION 4. There is hereby authorized the issuance of negotiable bonds in an aggregate principal amount of \$7,450,000 to finance the costs of the purposes stated in Section 2 hereof. Said bonds shall bear interest at a rate not exceeding the limit authorized by law, and the maturities, method of sale and other details thereof shall be determined by subsequent resolutions to be adopted in the manner provided by law.

SECTION 5. That in order to temporarily finance the purposes provided for in Section 2 hereof, there is hereby authorized the issuance of bond anticipation notes of said County in an aggregate principal amount of \$7,450,000. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the County Comptroller; provided that no note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and shall be in such form as may be determined by the County Comptroller. The County Comptroller shall determine all matters in connection with notes issued pursuant to this Ordinance, and the County Comptroller's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A: 2-8, 1. The County Comptroller is hereby authorized to sell part or all of the notes from time to time at public or private sale, and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The County Comptroller is directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

SECTION 6. The County reasonably expects to commence acquisition and/or construction of the improvements described in Section 2 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the County further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 2 hereof. This bond ordinance is intended to be a declaration of official intent under Treasury Regulation

Section 1.150-2.

SECTION 7. Any grant monies received for the purposes described in Section 2 hereof, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

SECTION 8. The amount of the proceeds of the obligations authorized by this Ordinance which may be used for the payment of interest on such obligations, architects' fees, accounting, engineering and inspection costs, legal expenses, and other items as provided in N.J.S.A. 40A: 2-20 shall not exceed the sum of \$1,000,000.

SECTION 9. The Capital Budget of the County of Ocean is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services is on file with the Clerk of the Board of Chosen Freeholders and is available there for public inspection.

SECTION 10. It is hereby found, determined and declared as follows:

A. The improvements or purposes described in Section 2 of this bond ordinance are not current expenses. They are improvements or purposes the County may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property benefited thereby.

B. The average period of usefulness of the improvements for which the obligations authorized by this Ordinance are to be issued is forty (40) years.

C. The supplemental debt statement provided for in N.J.S.A. 40A: 2-10 was duly filed in the Office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Ordinance on first reading, and a complete executed duplicate of such supplemental debt statement has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and that such supplemental debt statement shows that the gross debt of the County as defined in N.J.S.A. 40A: 2-43 is increased by this Ordinance by \$7,450,000 and that the obligations authorized by this Ordinance will be within all debt limitations prescribed by said Local Bond Law.

D. The appropriation of \$7,450,000 provided for in Section 2 hereof, when added to the amount of the County's bonds or notes for County College purposes outstanding or authorized but not issued at the date of such appropriation, will not exceed one-half of one percent of the equalized valuation basis of the County as shown on the County Annual Debt Statement last filed prior to said date pursuant to the Local Bond Law.

SECTION 11. In the event the monies set forth above for the purposes are not necessary for said purposes, then such monies shall be for the completion of any of the other purposes provided for in this

Ordinance.

SECTION 12. The full faith and credit of the County of Ocean shall be pledged to the payment of the principal of and interest on the bonds and notes authorized by this Ordinance, and as long as any of said bonds or notes are outstanding, an appropriation shall be included in each annual budget of the County hereafter adopted in an amount sufficient to pay the principal of and interest on such bonds or notes maturing in each year. 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 as to rate or amount.

SECTION 13. After passage upon first reading of this Ordinance, the Clerk of the Board of Chosen Freeholders is hereby directed to publish the full text of the Ordinance, together with the notice set forth below entitled: "NOTICE OF PENDING ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A: 2-19, at least seven days prior to the date set for public hearing and further consideration for final passage (which date shall be at least ten days after introduction and first reading). The Clerk of the Board of Chosen Freeholders is further directed to comply with all provisions of N.J.S.A. 40A:2-17(b) regarding postings, publications, and the provision of copies of this Ordinance.

SECTION 14. After final adoption of this Ordinance by the Board of Chosen Freeholders, the Clerk of the Board of Chosen Freeholders is hereby directed to publish the full text of this Ordinance, as finally adopted, together with the notice set forth below entitled: "NOTICE OF ADOPTION OF ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A: 2-19.

SECTION 15. The Board of Chosen Freeholders of the County hereby covenants on behalf of the County to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

SECTION 16. This Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.



NOTICE OF ADOPTION OF ORDINANCE

PUBLIC NOTICE is hereby given that the Bond Ordinance published herewith has been finally adopted by the Board of Chosen Freeholders of the County of Ocean on July 15, 2015, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such 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.

BETTY VASIL, Clerk  
Board of Chosen Freeholders

JOHN C. SAHRADNIK  
County Counsel

ORDINANCE #2015-20

A BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF THE NURSING AND TECHNOLOGY BUILDING AT OCEAN COUNTY COLLEGE, LOCATED IN TOMS RIVER, COUNTY OF OCEAN, STATE OF NEW JERSEY AND APPROPRIATING THE AGGREGATE AMOUNT OF \$8,000,000 THEREFOR, AND AUTHORIZING THE ISSUANCE OF BONDS AND NOTES OF THE COUNTY OF OCEAN TO FINANCE THE SAME

WHEREAS, on March 24, 2014, the Ocean County College Board of Trustees adopted a resolution for approving the construction of the nursing and technology building at Ocean County College, for a total amount not to exceed \$16,450,000 for fiscal year 2015; and

WHEREAS, on March 26, 2014, the Ocean County College Board of School Estimate adopted a resolution which approved the funding request of \$8,000,000 for fiscal year 2015 for the nursing and technology building and related costs; and

WHEREAS, the Ocean County Board of Chosen Freeholders, acting pursuant to the procedures to be used by Community Colleges of the State of New Jersey and to the Resolution of the Ocean County College Board of School Estimate, wishes to adopt a bond ordinance appropriating sums of money and authorizing the issuance of bonds for the above mentioned projects.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, IN THE STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING) AS FOLLOWS:

SECTION 1. The improvements described in Section 2 of this Bond Ordinance are hereby authorized to be undertaken by the County of Ocean, New Jersey as general improvements. For the said improvements or purposes stated in Section 2, there is hereby appropriated the sum of money therein stated as the appropriation made for said improvements or purposes, such sums amounting in the aggregate to \$8,000,000.

SECTION 2. It is hereby found, determined and declared that the improvements or purposes, appropriation, and the amount of bonds or notes authorized are as follows:

<u>IMPROVEMENT PURPOSE</u>	<u>ESTIMATED COST AND APPROPRIATION</u>	<u>AMOUNT OF BONDS OR NOTES AUTHORIZED</u>
construction of the Nursing and Technology Building		
<u>TOTALS</u>	\$8,000,000	\$8,000,000

SECTION 3. The sum of \$8,000,000 be and the same is hereby appropriated for the purposes stated in SECTION 1 of this Ordinance. No down payment is required pursuant to N.J.S.A. 18A:54-31.

SECTION 4. There is hereby authorized the issuance of negotiable bonds in an aggregate principal amount of \$8,000,000 to finance the costs of the purposes stated in Section 2 hereof. Said bonds shall bear interest at a rate not exceeding the limit authorized by law, and the maturities, method of sale and other details thereof shall be determined by subsequent resolutions to be adopted in the manner provided by law.

SECTION 5. That in order to temporarily finance the purposes provided for in Section 2 hereof, there is hereby authorized the issuance of bond anticipation notes of said County in an aggregate principal amount of \$8,000,000. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the County Comptroller; provided that no note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and shall be in such form as may be determined by the County Comptroller. The County Comptroller shall determine all matters in connection with notes issued pursuant to this Ordinance, and the County Comptroller's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A: 2-8.1. The County Comptroller is hereby authorized to sell part or all of the notes from time to time at public or private sale, and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The County Comptroller is directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

SECTION 6. The County reasonably expects to commence acquisition and/or construction of the improvements described in Section 2 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the County further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 2 hereof. This bond ordinance is intended to be a declaration of official intent under Treasury Regulation Section 1.150-2.

SECTION 7. Any grant monies received for the purposes described in Section 2 hereof, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

SECTION 8. The amount of the proceeds of the obligations authorized by this Ordinance which

may be used for the payment of interest on such obligations, architects' fees, accounting, engineering and inspection costs, legal expenses, and other items as provided in N.J.S.A. 40A: 2-20 shall not exceed the sum of \$5,000,000.

SECTION 9. The Capital Budget of the County of Ocean is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and is available there for public inspection.

SECTION 10. It is hereby found, determined and declared as follows:

A. The improvements or purposes described in Section 2 of this bond ordinance are not current expenses. They are improvements or purposes the County may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property benefited thereby.

B. The average period of usefulness of the improvements for which the obligations authorized by this Ordinance are to be issued is forty (40) years.

C. The supplemental debt statement provided for in N.J.S.A. 40A: 2-10 was duly filed in the Office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Ordinance on first reading, and a complete executed duplicate of such supplemental debt statement has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and that such supplemental debt statement shows that the gross debt of the County as defined in N.J.S.A. 40A: 2-43 is increased by this Ordinance by \$8,000,000 and that the obligations authorized by this Ordinance will be within all debt limitations prescribed by said Local Bond Law.

D. The appropriation of \$8,000,000 provided for in Section 2 hereof, when added to the amount of the County's bonds or notes for County College purposes outstanding or authorized but not issued at the date of such appropriation, will not exceed one-half of one percent of the equalized valuation basis of the County as shown on the County Annual Debt Statement last filed prior to said date pursuant to the Local Bond Law.

SECTION 11. In the event the monies set forth above for each purpose is not necessary for said purposes, then such monies shall be for the completion of any of the other purposes provided for in this Ordinance.

SECTION 12. The full faith and credit of the County of Ocean shall be pledged to the payment of the principal of and interest on the bonds and notes authorized by this Ordinance, and as long as any of said bonds or notes are outstanding, an appropriation shall be included in each annual budget of the County hereafter adopted in an amount sufficient to pay the principal of and interest on such bonds or notes maturing

in each year. 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 as to rate or amount.

SECTION 13. After passage upon first reading of this Ordinance, the Clerk of the Board of Chosen Freeholders is hereby directed to publish the full text of the Ordinance, together with the notice set forth below entitled: "NOTICE OF PENDING ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A: 2-19, at least seven days prior to the date set for public hearing and further consideration for final passage (which date shall be at least ten days after introduction and first reading). The Clerk of the Board of Chosen Freeholders is further directed to comply with all provisions of N.J.S.A. 40A:2-17(b) regarding postings, publications, and the provision of copies of this Ordinance.

SECTION 14. After final adoption of this Ordinance by the Board of Chosen Freeholders, the Clerk of the Board of Chosen Freeholders is hereby directed to publish the full text of this Ordinance, as finally adopted, together with the notice set forth below entitled: "NOTICE OF ADOPTION OF ORDINANCE" (with appropriate completions, insertions and corrections), at least once in a newspaper qualified under N.J.S.A. 40A: 2-19.

SECTION 15. The Board of Chosen Freeholders of the County hereby covenants on behalf of the County to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

SECTION 16. This Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

NOTICE OF ADOPTION OF ORDINANCE

PUBLIC NOTICE is hereby given that the Bond Ordinance published herewith has been finally adopted by the Board of Chosen Freeholders of the County of Ocean on July 15, 2015, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such 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.

BETTY VASIL, Clerk  
Board of Chosen Freeholders

JOHN C. SAHRADNIK  
County Counsel

**No Associated  
Documents**

## RESOLUTION

*July 15, 2015*

**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 8.03, Lot 5 in South Toms River Borough, totaling approximately 0.25 acres located on Lakeview Drive; and

**WHEREAS**, the property is adjacent to the Ocean County Natural Land's Jakes Branch properties; and

**WHEREAS**, a professional appraisal has been completed to establish the fair market value of the property; 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 an amount not to exceed \$48,500; and

**WHEREAS**, a public hearing on the proposed acquisition was conducted by the Board of Chosen Freeholders on July 15, 2015, 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 to participate in the acquisition of Block 8.03, Lot 5 in South Toms River Borough, totaling approximately 0.25 acres located on Lakeview Drive.
2. It authorizes the expenditure not to exceed \$48,500 in acquisition funds 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 the 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.



RESOLUTION: *July 15, 2015*

4. The Borough of South Toms River must support the acquisition of the property for preservation prior to closing.
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 Borough of South Toms River; and the landowner(s).

## RESOLUTION

*July 15, 2015*

**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 1320, Lots 19.01 & 25.01 in Berkeley Township, totaling approximately 1.58 acres located on Eugene Furey Boulevard; and

**WHEREAS**, surrounded by the 122 acre Potters Creek Ocean County Natural Lands Trust Fund property; and

**WHEREAS**, a professional appraisal was used to establish the fair market value of the property; 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**, a tentative agreement has been reached to acquire the property for an amount not to exceed \$156,666; and

**WHEREAS**, a public hearing on the proposed acquisition was conducted by the Board of Chosen Freeholders on July 15, 2015, 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 to participate in the acquisition of Block 1320, Lots 19.01 & 25.01 in Berkeley Township, totaling approximately 1.58 acres located on Eugene Furey Boulevard.
2. It authorizes the expenditure not to exceed \$156,666 in acquisition funds 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 the 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.

RESOLUTION: *July 15, 2015*

4. The Township of Berkeley must support the acquisition of the property for preservation prior to closing.
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 Berkeley; and the landowner(s).

BILL COMMITTEE REPORT  
COUNTY OF OCEAN  
SUMMARY OF VOUCHERS

SUMMARY OF BILLS

CERTIFICATE# 14

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 07/15/15.

I, HEREBY CERTIFY THESE VOUCHERS, IN THE TOTAL AMOUNT OF \$38,227,265.91  
WHICH ARE CONTAINED IN THE ATTACHED REPORT, TO BE VALID CLAIMS, AND I  
RECOMMEND APPROVAL AND PAYMENT THEREOF.

\_\_\_\_\_  
JAMES F. LACEY  
FREEHOLDER

APPROVED

\_\_\_\_\_  
JOHN P. KELLY  
FREEHOLDER

\_\_\_\_\_  
JOHN C. BARTLETT, JR.  
FREEHOLDER DIRECTOR

\_\_\_\_\_  
JOSEPH H. VICARI  
FREEHOLDER

ORDERED PAID

\_\_\_\_\_  
GERRY P. LITTLE  
FREEHOLDER

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

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

**JULY 15, 2015**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, THAT THE DIRECTOR BE AND IS HEREBY AUTHORIZED AND INSTRUCTED TO EXECUTE MASTER VOUCHER-CERTIFICATE #13 FOR CERTIFICATION OF SAID MASTER VOUCHER CONSISTING OF 67 PAGES WITH VOUCHERS TOTALING IN THE AMOUNT OF \$38,227,265.91 WHICH BILLS ARE DEEMED TO BE VALID CLAIMS AS RECOMMENDED BY THE DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION**

**BE IT FURTHER RESOLVED THAT THE COUNTY 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

July 15, 2015

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement dated September 3, 2014 with the Contractor, Green Construction, Inc. for work and services in relation to the Improvements to Garden State Parkway Interchange 91, 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. 7 dated July 15, 2015 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. 7 shows:

Total Cost of Construction:	\$5,665,129.87
Less 2% of Total:	\$113,302.60
	-----
Subtotal:	\$5,551,827.27
Less Partial Estimate #1:	\$ 648,463.84
Less Partial Estimate #2:	\$ 616,345.69
Less Partial Estimate #3:	\$ 492,363.80
Less Partial Estimate #4:	\$ 576,417.25
Less Partial Estimate #5:	\$1,335,423.91
Less Partial Estimate #6:	\$ 799,884.77
Total Partial Payments Made to Date:	\$4,468,899.26
AMOUNT NOW DUE CONTRACTOR:	\$1,082,928.01

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 One million eighty two thousand nine hundred twenty eight and 01/100 dollars (\$1,082,928.01) 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

July 15, 2015

WHEREAS, Contract No. B2013-83E was entered into on August 7, 2013 with Lucas Brothers, Inc., Contractor, for work and services in relation to the Reconstruction of East County Line Road (County Route 526) (Apple Street to Route 549) Phase I: Twin Oaks Drive and East End Street, Township of Lakewood, Ocean County, New Jersey; and

WHEREAS, during the course of construction minor modifications to contract quantities have become necessary to improve conditions; and

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

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

WHEREAS, adequate funds are available in Account No. 300-185-C303-6800 in the amount of \$42,023.81.

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 Lucas Brothers, Inc. as follows: Extra Work Order in the amount of \$42,023.81, in connection with the project known as Reconstruction of East County Line Road (County Route 526) (Apple Street to Route 549) Phase I: Twin Oaks Drive and East End Street, Township of Lakewood, Ocean County, New Jersey.

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

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

R E S O L U T I O N

July 15, 2015

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement dated September 4, 2013 with the Contractor, Bil-Jim Construction Co., Inc. for work and services in relation to the Stormwater Management Contract 2013-B, 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. 9 dated July 15, 2015 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. 9 shows:

Total Cost of Construction:	\$764,461.85
Less 2% of Total:	\$0.00
	-----
Subtotal:	\$764,461.85
Less Partial Estimate #1:	\$123,632.76
Less Partial Estimate #2:	\$ 66,143.63
Less Partial Estimate #3:	\$ 73,184.54
Less Partial Estimate #4:	\$206,284.32
Less Partial Estimate #5:	\$140,720.46
Less Partial Estimate #6:	\$ 18,816.20
Less Partial Estimate #7:	\$ 31,133.71
Less Partial Estimate #8:	\$ 24,315.96
Total Partial Payments Made to Date:	\$684,231.58
AMOUNT NOW DUE CONTRACTOR:	\$80,230.27

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 thousand two hundred thirty and 27/100 dollars (\$80,230.27) 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

July 15, 2015

WHEREAS, Contract No. B2014-135E was entered into on October 15, 2014 with A Team Concrete, Inc., Contractor, for work and services in relation to the Replacement of Curb and Sidewalk at Various Locations in Ocean County, Contract 2014, Ocean County, New Jersey; and

WHEREAS, during the course of construction minor modifications to contract quantities have become necessary to improve conditions; and

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

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

WHEREAS, adequate funds are available in Account No. 301-250-0815-6800 in the amount of \$5,400.

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 A Team Concrete, Inc. as follows: Extra Work Order in the amount of \$5,400.00, in connection with the project known as Replacement of Curb and Sidewalk at Various Locations in Ocean County, Contract 2014, Ocean County, New Jersey.

2. The Director and Clerk of this Board are hereby authorized and directed to enter into an Amendatory Contract with A Team Concrete, 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 A Team Concrete, Inc.

R E S O L U T I O N

July 15, 2015

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement dated April 1, 2015 with the Contractor, Earle Asphalt Company, for work and services in relation to the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2015A, 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 July 15, 2015 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:	\$1,468,612.09
Less 2% of Total:	\$29,372.24
	-----
Subtotal:	\$1,439,239.85
Less Partial Estimate #1: \$ 86,940.40	
Less Partial Estimate #2: \$532,422.27	
Total Partial Payments Made to Date:	\$619,362.67
AMOUNT NOW DUE CONTRACTOR:	\$819,877.18

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 Eight hundred nineteen thousand eight hundred seventy seven and 18/100 dollars (\$819,877.18) 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

July 15, 2015

W H E R E A S, the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN entered into an agreement dated February 18, 2015 with the Contractor, Marbro, Inc. for work and services in relation to the Construction of Clean Water Barnegat Bay Watershed Project S344080-04 Manufactured Treatment Devices, Various Townships, 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. 1 dated July 15, 2015 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. 1 shows:

Total Cost of Construction:	\$167,142.60
Less 2% of Total:	\$3,342.85
	-----
Subtotal:	\$163,799.75

AMOUNT NOW DUE CONTRACTOR:	\$163,799.75
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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 One hundred sixty three thousand seven hundred ninety nine and 75/100 dollars (\$163,799.75) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

**No Associated  
Documents**

**No Associated  
Documents**

**RESOLUTION**

July 15, 2015

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any County or Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for an equal amount.

**SECTION 1**

**NOW, THEREFORE, BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN** hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Budget of the year 2015 in the sum of ..... \$30,000.00 which item is now available as a revenue from the New Jersey Department of Military and Veterans Affairs, pursuant to the provisions of statute; and

**SECTION 2**

**BE IT FURTHER RESOLVED** that a like sum of ..... \$30,000.00 be and the same is hereby appropriated under the line item caption entitled, Veterans Transportation FY15; and

**BE IT FURTHER RESOLVED**, that one signed copy of the State of New Jersey Budget Amendment certification form shall be filed with the Director of Local Government Services, and copies of this Resolution shall be made available to the Department of Finance and the County Auditor.

**RESOLUTION**

July 15, 2015

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any County or Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for an equal amount.

**SECTION 1**

**NOW, THEREFORE, BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN** hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Budget of the year 2015 in the sum of ..... **\$9,800.00** which item is now available as a revenue from the New Jersey Department of Human Services, Division of Aging Services, pursuant to the provisions of statute; and

**SECTION 2**

**BE IT FURTHER RESOLVED** that a like sum of ..... **\$9,800.00** be and the same is hereby appropriated under the line item caption entitled, SSBG Residential Administration FY13; and

**BE IT FURTHER RESOLVED**, that one signed copy of the State of New Jersey Budget Amendment certification form shall be filed with the Director of Local Government Services, and copies of this Resolution shall be made available to the Department of Finance and the County Auditor.

**RESOLUTION**

July 15, 2015

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any County or Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for an equal amount.

**SECTION 1**

**NOW, THEREFORE, BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN** hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Budget of the year 2015 in the sum of ..... \$235,200.00 which item is now available as a revenue from the New Jersey Department of Human Services, Division of Aging Services, pursuant to the provisions of statute; and

**SECTION 2**

**BE IT FURTHER RESOLVED** that a like sum of ..... \$235,200.00 be and the same is hereby appropriated under the line item caption entitled, SSBG Residential Maintenance FY13; and

**BE IT FURTHER RESOLVED**, that one signed copy of the State of New Jersey Budget Amendment certification form shall be filed with the Director of Local Government Services, and copies of this Resolution shall be made available to the Department of Finance and the County Auditor.

**RESOLUTION**

July 15, 2015

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any County or Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for an equal amount.

**SECTION 1**

**NOW, THEREFORE, BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN** hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Budget of the year 2015 in the sum of ..... \$6,113.00 which item is now available as a revenue from the New Jersey Department of Human Services, Division of Aging Services, pursuant to the provisions of statute; and

**SECTION 2**

**BE IT FURTHER RESOLVED** that a like sum of ..... \$6,113.00 be and the same is hereby appropriated under the line item caption entitled, USDA FY15; and

**BE IT FURTHER RESOLVED**, that one signed copy of the State of New Jersey Budget Amendment certification form shall be filed with the Director of Local Government Services, and copies of this Resolution shall be made available to the Department of Finance and the County Auditor.



**RESOLUTION**

July 15, 2015

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any County or Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for an equal amount.

**SECTION 1**

**NOW, THEREFORE, BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN** hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Budget of the year 2015 in the sum of ..... **\$1,955,103.00** which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development, pursuant to the provisions of statute; and

**SECTION 2**

**BE IT FURTHER RESOLVED** that a like sum of ..... **\$1,955,103.00** be and the same is hereby appropriated under the line item caption entitled, Work First New Jersey (WFNJ) FY15/16; and

**BE IT FURTHER RESOLVED**, that one signed copy of the State of New Jersey Budget Amendment certification form shall be filed with the Director of Local Government Services, and copies of this Resolution shall be made available to the Department of Finance and the County Auditor.

**RESOLUTION**

July 15, 2015

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any County or Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the Budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for an equal amount.

**SECTION 1**

**NOW, THEREFORE, BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN** hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Budget of the year 2015 in the sum of ..... **\$39,418.00** which item is now available as a revenue from the New Jersey Department of Children and Families, pursuant to the provisions of statute; and

**SECTION 2**

**BE IT FURTHER RESOLVED** that a like sum of ..... **\$39,418.00** be and the same is hereby appropriated under the line item caption entitled, Children's Inter-Agency Coordinating Council and Convener FY15; and

**BE IT FURTHER RESOLVED**, that one signed copy of the State of New Jersey Budget Amendment certification form shall be filed with the Director of Local Government Services, and copies of this Resolution shall be made available to the Department of Finance and the County Auditor.

## **RESOLUTION**

**July 15, 2015**

**WHEREAS**, the Circle of Life was the first pumpout boat in New Jersey; and

**WHEREAS**, the demand for pumpout boat services has increased steadily since the Circle of Life was launched in 1998, especially in the central Barnegat Bay area; and

**WHEREAS**, as the Circle of Life commences its 18<sup>th</sup> boating season, it has begun to require more significant and costly repairs due to its age and the wear and tear of operations; and

**WHEREAS**, as part of the County pumpout boat program's long-range maintenance plan, the County is looking to purchase another boat that will join the Water Warrior as a full time boat and eventually replace the Circle of Life; and

**WHEREAS**, the Circle of Life will continue to be operated, however, on a limited budget and schedule in the busy Tices Shoal area, and

**WHEREAS**, the Circle of Life will support the Water Warrior, the new pumpout boat, and the other full time boats as a backup vessel in case of a breakdown; and

**WHEREAS**, the purchase of a pumpout vessel is eligible for reimbursement through a grant from the NJ Clean Vessel Act Program; and

**WHEREAS**, the County of Ocean intends to secure a lease agreement with the Borough of Seaside Park for the operation of the new boat.

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

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute a grant application and agreement with the NJ Department of Environmental Protection and the NJ Clean Vessel Act Program for up to \$95,000.00, with said funds being used to reimburse the County of Ocean for the purchase of a new mobile pumpout boat and ancillary equipment.
2. The proper officers of the Board are authorized to prepare and advertise bid specifications for a new pumpout vessel.
3. The proper officers of the Board are authorized and directed to sign all necessary documents for the receipt of grant funds made available for the purchase of the new pumpout boat vessel.
4. Copies of this Resolution shall be made available to the County Administrator, County Management & Budget Department, County Planning Department, County Finance Department and the NJ Clean Vessel Act Steering Committee, and the Borough of Seaside Park.

# **RESOLUTION**

**JULY 15, 2015**

**WHEREAS, RUTGERS UNIVERSITY BEHAVIORAL HEALTH CARE SERVICES**, has available funds for the **TRAUMATIC LOSS COALITIONS FOR YOUTH PROGRAMS** for the provision of suicide prevention, trauma response, postvention and resiliency services; and

**WHEREAS**, the **COUNTY OF OCEAN**, Department of Human Services wishes to enter into an agreement with Rutgers University Behavioral Health Care Services for **TRAUMATIC LOSS COALITIONS FOR YOUTH PROGRAMS** for the Fiscal Year 2016; and

**WHEREAS**, the amount of funds requested from Rutgers University Behavioral Health Care Services, for the Ocean County Traumatic Loss Coalitions for Youth Program is \$14,522.00; and

**WHEREAS**, the grant period for the Ocean County Traumatic Loss Coalitions for Youth Program Agreement is from July 15, 2015 through June 30, 2016 and is contingent upon the execution of an agreement with Rutgers Behavioral Health.

**NOW, THEREFORE, BE IT RESOLVED BY THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS, OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into an agreement with **RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**, Rutgers University Behavioral Health Care Services, for the Traumatic Loss Coalitions for Youth Program (TLC).

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

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the County Administrator, County Department of Finance, County Auditor, County Department of Human Services and the above agency.

## **RESOLUTION**

**JULY 15, 2015**

**WHEREAS**, The Ocean County Department of Corrections recognizes the need for Adult Basic Education for Criminal offenders, and;

**WHEREAS**, the Toms River Board of Education of the Toms River Regional School District has agreed to provide these services, and;

**WHEREAS**, funds for this agreement shall be encumbered from the Trust Account entitled the Inmate Welfare Food / Commissary Account, Account # MY-210-200-0106. Total agreement shall not exceed \$35,000.00 for the period starting July 01, 2015 to June 30, 2016.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS, COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the Director and Clerk of the Board are hereby authorized to execute an Inter- Governmental Agreement between Ocean County Department of Corrections and the Toms River Board of Education of the Toms River Regional School District.

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution shall be made available to the County Auditor, County Department of Finance, Department of Corrections and the Toms River Board of Education of the Toms River Regional School District.

## **RESOLUTION**

**July 15, 2015**

**WHEREAS,** The Ocean County Department of Corrections recognizes the need for Career Counseling and Job Placement for the inmates, and;

**WHEREAS,** the Ocean County Vocational Technical School has agreed to provide these services, and;

**WHEREAS,** funds for this agreement are available in an account entitled Inmate Welfare Commissary Trust Account MY-210-200-0106. Funds are not to exceed \$10,500.00 for the period September 01, 2015 to August 31, 2016.

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** by the **BOARD OF CHOSEN FREEHOLDER, COUNTY OF OCEAN, STATE OF NEW JERSEY,** that the Director and Clerk of the Board are hereby authorized to execute an Inter- Governmental Agreement between Ocean County Department of Corrections and the Ocean County Vocational Technical School.

**BE IT FURTHER RESOLVED,** that certified copies of this Resolution shall be sent to the County Auditor, County Department of Finance, Department of Corrections and the Ocean County Vocational Technical School.

# RESOLUTION

July 15, 2015

**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 County entered into an Intergovernmental Agreement on March 18, 2015 with the **Borough of Beach Haven** for some type of road maintenance, road overlay, hauling of sweepings in the amount of \$2,000.00 for the Road Department and \$6,000 for the Engineering Department

**WHEREAS**, the **Borough of Beach Haven** wishes to enter into an Amendatory Agreement with the County for an increase in the amount of \$2,000.00, not to exceed \$4,000.00 in total for the Road Department.

<u>Department</u>	<u>Original Amount</u>	<u>Increased Amount</u>	<u>Not To Exceed</u>
Roads	\$2,000.00	\$2,000.00	\$4,000.00
Engineering	\$6,000.00	\$0.00	\$6,000.00

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

That the Director and Clerk of the Board are hereby authorized and directed to execute a 2015 Amendatory Agreement with the **Borough of Beach Haven**, an increase in the amount of \$2,000.00, not to exceed \$4,000.00 in total for the Road Department, and \$6,000.00 in total for the Ocean County Engineering department, increasing the total amount not to exceed \$10,000.00, pending adoption of the 2015 county budget and State Approval of subsequent Budget Modifications under the appropriation entitled "Municipal Road Work-Schedule C" Roads account #016-170-4632, and Engineering Account #016-185-4633.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be sent to the Borough of Beach Haven, County Road Supervisor, County Auditor, Engineering Department and the Department of Finance.

**RESOLUTION #125-2015**

**AMENDING THE 2015 OCEAN COUNTY SCHEDULE C AGREEMENT**

**WHEREAS**, Resolution #40-2015 *Authorizing the 2015 Ocean County Schedule C Agreement* was duly adopted by the Borough of Beach Haven Municipal Council on February 9, 2015; and

**WHEREAS**, the governing body of the Borough of Beach Haven has requested, and both parties agree to, an increase in the contract amount

**BE IT RESOLVED** by the Municipal Council of the Borough of Beach Haven that the 2015 Ocean County Schedule C agreement is hereby amended as follows:

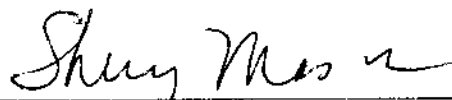
	<u>Original Amount</u>	<u>Increase</u>	<u>Year to Date Total</u>
Road Department	\$2,000.00	\$ 2,000.00	\$ 4,000.00
Engineering	<u>\$6,000.00</u>	\$ 0	<u>\$ 6,000.00</u>
TOTAL	\$8,000.00	\$ 2,000.00	\$10,000.00

**BE IT FURTHER RESOLVED**, by the Mayor and Municipal Clerk are authorized to execute the amendatory agreement attached hereto.

**CERTIFICATION**

I, Sherry Mason, RMC, Municipal Clerk of the Borough of Beach Haven, do hereby certify that the foregoing resolution was duly adopted by the Municipal Council of the Borough of Beach Haven at a regular meeting held on the 8th day of June, 2015, a quorum being present and voting in the majority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of June, 2015.



Sherry Mason, RMC, Municipal Clerk

ADOPTED

6/8/15



## RESOLUTION

July 15, 2015

**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**, 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:

**Fox, Regina M.**

**\$10,500.00**

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 **2015-95**.

**RESOLUTION DETERMINING THE FORM AND OTHER  
DETAILS OF GENERAL OBLIGATION REFUNDING  
BONDS AND PROVIDING FOR THE SALE AND THE  
DELIVERY OF SUCH GENERAL OBLIGATION  
REFUNDING BONDS TO CITIGROUP GLOBAL  
MARKETS INC., SENIOR MANAGER**

BE IT RESOLVED 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. (a) General Obligation Refunding Bonds, in an amount not exceeding  
\$85,000,000 which shall be issued in two separate series of bonds, consisting of General  
Obligation Refunding Bonds, Series 2015A (the "Series 2015A Bonds") and General Obligation  
Refunding Bonds, Series 2015B (the "Series 2015B Bonds", and together with the Series 2015A  
Bonds, the "Bonds") of the County of Ocean (the "County") are hereby authorized to be issued  
and sold as "Refunding Bonds" (or sometimes referred to herein as the "Bonds").

(b) In order to effectuate the Refunding Plan (defined herein), the County  
Administrator, the Acting County Administrator or the Chief Financial Officer shall determine  
the actual aggregate principal amount of the Refunding Bonds to be issued (including the  
principal amount of each of the Series 2015A Bonds and the Series 2015B Bonds); provided that  
such determination shall be consistent with the refunding provisions of the Internal Revenue  
Code as described in the refunding bond ordinance finally adopted by the Board of Chosen  
Freeholders of the County on July 1, 2015 entitled, "REFUNDING BOND ORDINANCE  
PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF  
THE COUNTY OF OCEAN GENERAL OBLIGATION BONDS, APPROPRIATING AN  
AMOUNT NOT TO EXCEED \$85,000,000 THEREFOR AND AUTHORIZING THE  
ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF  
OCEAN FOR FINANCING THE COST THEREOF" and be within the parameters set forth in

Section 2 of this resolution. The signature of the County Administrator, the Acting County Administrator or the Chief Financial Officer on the Purchase Contract (defined herein) authorized in Section 2 hereof shall constitute evidence of the approval of such actual principal amounts.

Section 2. The Refunding Bonds are hereby authorized to be sold to Citigroup Global Markets Inc., Senior Manager on behalf of themselves and Wells Fargo Securities LLC (collectively, the "Underwriters") in accordance with a purchase contract to be entered into by and between the Underwriters and the County. The County Administrator, the Acting County Administrator or the Chief Financial Officer, is hereby authorized to execute and, on behalf of the County, negotiate a purchase contract substantially in the form attached hereto as Exhibit A (the "Purchase Contract") with the Underwriters in the form satisfactory to bond counsel and upon terms satisfactory to the County Administrator, the Acting County Administrator or the Chief Financial Officer for the sale of the Refunding Bonds to the Underwriters in accordance with the provisions of this resolution, provided that (i) the Underwriters' discount shall not exceed \$2.75 per bond (including the Underwriters' expenses), and (ii) the terms of the sale of the Refunding Bonds and the Refunding Plan (hereinafter defined) are in accordance with the provisions of N.J.S.A. 40A:2-51 and N.J.A.C. 5:30-2.5 (which does not require the approval of the New Jersey Local Finance Board, provided the conditions therein are satisfied). The signature of the County Administrator, the Acting County Administrator or the Chief Financial Officer on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals.

Section 3. (a) The Refunding Bonds of each series shall be issued in the par amounts determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer to be necessary to (collectively, the "Refunding Plan") pay costs of issuance

and to provide a deposit to one or more escrow funds that, when invested, will be sufficient to (i) with respect to the Series 2015A Bonds, refund all or a portion of the County's outstanding principal amount of (a) General Obligation Refunding Bonds, Series 2005 (the "2005 Refunded Bonds") and to call for redemption the 2005 Refunded Bonds on such date determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer, at the option of the County at a redemption price of 100% of the principal amount of such 2005 Refunded Bonds to be redeemed plus any unpaid accrued interest to such date; (b) General Improvement Bonds, Series 2006A (the "2006A Refunded Bonds") and to call for redemption the 2006A Refunded Bonds on such date determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer, at the option of the County at a redemption price of 100% of the principal amount of such 2006A Refunded Bonds to be redeemed plus any unpaid accrued interest to such date; (c) General Improvement Bonds, Series 2007 (the "2007 Refunded Bonds") and to call for redemption the 2007 Refunded Bonds on such date determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer, at the option of the County at a redemption price of 100% of the principal amount of such 2007 Refunded Bonds to be redeemed plus any unpaid accrued interest to such date; and (d) General Improvement Bonds, Series 2008 (the "2008 Refunded Bonds") and to call for redemption the 2008 Refunded Bonds on such date determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer, at the option of the County at a redemption price of 100% of the principal amount of such 2008 Refunded Bonds to be redeemed plus any unpaid accrued interest to such date; and (ii) with respect to the Series 2015B Bonds, refund all or a portion of the County's outstanding principal amount of General Improvement Bonds, Series 2006B (the "Series 2006B Refunded Bonds", and together with the Series 2005 Refunded Bonds, the Series 2006A Refunded Bonds, the Series 2007 Refunded Bonds and the Series 2008

Refunded Bonds, the "Refunded Bonds") and to call for redemption the Series 2006B Refunded Bonds on such date determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer, at the option of the County at a redemption price of 100% of the principal amount of such Series 2006B Refunded Bonds to be redeemed plus any unpaid accrued interest to such date. The Bonds of each series shall mature as set forth in paragraphs (f) and (g) below.

(b) The Refunding Bonds shall bear interest at rates agreed to by the County Administrator, the Acting County Administrator or the Chief Financial Officer as provided in the Purchase Contract, such rates to be set to assure that the County achieves at least a 3% net present value debt service savings measured against each series of the Refunded Bonds.

(c) The Refunding Bonds may be subject to redemption prior to their stated maturities as determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer as part of the sale and as shall be set forth in the Purchase Contract.

(d) The Refunding Bonds of each series shall be dated their date of delivery or such other date consistent with the date of sale and shall bear interest at the rates per annum as the County Administrator, the Acting County Administrator or the Chief Financial Officer shall determine.

(e) The Refunding Bonds of each series shall be numbered and have such prefix or prefixes as determined necessary by the County Administrator, the Acting County Administrator or the Chief Financial Officer and be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the County as determined in the Purchase Contract.

(f) The Series 2015A Bonds shall mature, commencing on August 1, 2016 (or such other date as shall be determined by the County Administrator, the Acting County Administrator

or the Chief Financial Officer and set forth in the Purchase Contract) in the principal amounts as may be determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer and shall bear interest payable semiannually on February 1 and August 1 in each year until maturity commencing February 1, 2016 (or such other dates as shall be determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer and set forth in the Purchase Contract), at the rates per annum on such maturity dates as may be determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer and as set forth in the Purchase Contract.

(g) The Series 2015B Bonds shall mature, commencing on August 1, 2016 (or such other date as shall be determined by the County Administrator, the Acting County Administrator or Chief Financial Officer and set forth in the Purchase Contract) in the principal amounts as may be determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer and shall bear interest payable semiannually on February 1 and August 1 in each year until maturity commencing February 1, 2016 (or such other dates as shall be determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer and set forth in the Purchase Contract), at the rates per annum on such maturity dates as may be determined by the County Administrator, the Acting County Administrator or the Chief Financial Officer and as set forth in the Purchase Contract.

(h) The Refunding Bonds of each series will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of each series of Refunding Bonds maturing in each year. Both principal of and interest on the Refunding Bonds will be payable 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, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit

with The Depository Trust Company. The Depository Trust Company will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording 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 any integral multiple thereof through book-entries made on the books and the records of The Depository Trust Company and its participants except that an amount maturing in any one year in excess of the largest principal amount thereof equaling a multiple of \$1,000 or any integral multiple thereof. The principal of and the interest on the Bonds will be paid to the Securities Depository by the County on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as may be determined by the County Administrator, Acting County Administrator or the Chief Financial Officer (the "Record Dates" for the Bonds). The Refunding Bonds shall be executed by the manual or facsimile signatures of the County Administrator or Acting County Administrator and the Chief Financial Officer under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk of the Board of Chosen Freeholders.

(i) The following matters are hereby determined with respect to the Refunding Bonds:

Designation:	General Obligation Refunding Bonds, Series 2015A and General Obligation Refunding Bonds, Series 2015B.
Qualification:	The Refunding Bonds <u>will NOT be</u> designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986.
Date of Bonds:	Date of Delivery.



Principal Payment Dates: To be determined by the County Administrator, Acting County Administrator or the Chief Financial Officer.

Interest Payment Dates: August 1 and February 1, commencing February 1, 2016 (or such other dates as are determined by the County Administrator, Acting County Administrator or the Chief Financial Officer).

Redemption As may be determined by the County Administrator, Acting County Administrator or the Chief Financial Officer.

Place of Payment: Cede & Company, New York, New York, and the County will pay Cede & Company directly.

Section 4. The Refunding Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the County to market the Refunding Bonds:

REGISTERED  
NUMBER A. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF OCEAN

GENERAL OBLIGATION REFUNDING BOND, SERIES 2015 B. [A or B]

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
___/___/___	___/___/___	___%	_____

The COUNTY OF OCEAN (hereinafter referred to as the "County"), a political subdivision of the State of New Jersey, hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the first days of \_\_\_\_\_ and \_\_\_\_\_ in each year until maturity, commencing on \_\_\_\_\_, 20\_\_\_\_. Interest on this bond will be paid to the Securities Depository by the County and will be credited to the participants of The Depository Trust Company ("DTC") as listed on the records of DTC as of the \_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ next preceding the date of such payments (the "Record Dates" for such payments). Principal of

this bond, upon presentation and surrender to the County will be paid to the Securities Depository by the County and will be credited to the participants of DTC.

This bond is not transferable 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 an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a refunding bond ordinance of the County finally adopted July 1, 2015 entitled, "REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF THE COUNTY OF OCEAN GENERAL OBLIGATION BONDS, APPROPRIATING AN AMOUNT NOT TO EXCEED \$85,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF OCEAN FOR FINANCING THE COST THEREOF" and a resolution of the County adopted July 15, 2015, in all respects duly approved and published as required by law.

The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity at the option of the County, as a whole at any time or in part from time to time on or after August 1, 20\_\_, in such order of maturity as directed by the County, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer (or by the Paying Agent) by lot.

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 August, 2015.

ATTEST:

(SEAL)

\_\_\_\_\_  
Freeholder-Director

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
(Deputy) Clerk of the  
Board of Chosen Freeholders

Section 5. In each of the Series 2015A Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Series 2015A

Bonds:

A. RA-\_\_.

B. A

Section 6. In each of the Series 2015B Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Series 2015B Bonds:

A. RB-\_\_.

B. B

Section 7. The law firm of GluckWalrath LLP is authorized to arrange for the printing of the Refunding Bonds. The proper officials of the County are hereby authorized and directed to execute the Refunding Bonds and to deliver them to or upon the order of the Underwriters upon receipt of payment therefor.

Section 8. By purchasing the Refunding Bonds pursuant to the Purchase Contract, the Underwriters shall agree to the following:

(a) Payment shall be in immediately available funds.

(b) The Underwriters shall inform the County in writing of the yield at which a substantial amount of the Refunding Bonds of each series are sold to the public, such amount being sufficient to satisfy the requirements of bond counsel.

Section 9. The County hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986 (the "Code") in order to preserve the exemption from taxation of interest on the Refunding Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Refunding Bonds, and that it will refrain from taking any action that would adversely affect the tax exemption of the Refunding Bonds under the Code.

Section 10. The distribution by the County of a Preliminary Official Statement, (the "Preliminary Official Statement") is hereby authorized and/or ratified, and the use of the information contained therein concerning the County in connection with the sale of the Refunding Bonds is hereby approved and authorized. The County Administrator, the Acting County Administrator or the Chief Financial Officer of the County is hereby authorized and directed to execute and deliver to the Underwriters the final Official Statement with such changes from the Preliminary Official Statement as counsel may advise and the officer executing the same may approve, such approval to be evidenced by such officer's execution thereof. The County Administrator, the Acting County Administrator or the Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 11. The County Administrator, Acting County Administrator or the Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Refunding Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 12. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Refunding Bonds or is removed by the County and if no successor Securities Depository is appointed, the Refunding Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$1,000 or any integral multiple thereof. The beneficial owner under the book-entry system, upon registration of the Refunding Bonds held in the beneficial owner's name, will become the registered owner of such Registered Bonds. The County shall be

obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 13. A Continuing Disclosure Certificate in substantially the form attached hereto as Exhibit B is hereby approved, and the County Administrator, Acting County Administrator or the Chief Financial Officer 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 Administrator, Acting County Administrator or the Chief Financial Officer may approve, such approval to be evidenced by his execution thereof.

Section 14. The Refunding Bonds are being issued to effectuate the Refunding Plan.

Section 15. TD Bank, National Association, Cherry Hill, New Jersey is hereby appointed as Escrow Agent (the "Escrow Agent") for the Refunded Bonds.

Section 16. To effectuate the Refunding Plan, the County hereby approves the preparation and the execution of an escrow agreement by and between the County and the Escrow Agent, said escrow agreement to be in substantially the form attached hereto as Exhibit C (the "Escrow Agreement"), which is hereby approved, and the County Administrator, Acting County Administrator or the Chief Financial Officer is hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the County in substantially such form, with such insertions and changes therein as the County Administrator, Acting County Administrator or the Chief Financial Officer may approve, such approval to be evidenced by his execution thereof. The Escrow Agreement shall also provide for the payment of costs of issuance of the Refunding Bonds. The County Administrator, Acting County Administrator or the Chief Financial Officer is hereby authorized to direct the Escrow Agent to pay the costs incurred in connection with the sale and the issuance of the Refunding Bonds from the proceeds derived from the sale of the Refunding Bonds in accordance with the terms of a certificate of the County Administrator,

Acting County Administrator or the Chief Financial Officer to be executed upon delivery of the Refunding Bonds. Public Financial Management, Inc., the County's Financial Advisor (the "Financial Advisor"), the Underwriters and the Escrow Agent are each hereby authorized on behalf of the County to apply for United States Treasury Securities - State and Local Government Series and, the Chief Financial Officer is hereby authorized to appoint a bidding agent of the County to the extent open market securities are purchased for the escrow funds for the Refunded Bonds, all in accordance with the Escrow Deposit Agreement. The Underwriters, the Financial Advisor and the Escrow Agent are each authorized to submit applications for such investments.

Section 17. Holman Frenia Allison, P.C., Toms River, New Jersey is hereby appointed as Verification Agent who shall verify the mathematical computations performed initially by the Underwriters and related to the Refunding Bonds, the Refunded Bonds and the investment of certain funds in accordance with the terms of the Escrow Agreement.

Section 18. The County Administrator, the Acting County Administrator, the Chief Financial Officer, the Clerk of the Board of Chosen Freeholders and other appropriate representatives of the County are hereby authorized to take all steps necessary to provide for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds, including preparing and executing such agreements and documents on behalf of the County and taking all steps necessary or desirable to implement the terms of this resolution, such agreements and documents as may be necessary and appropriate and the transactions contemplated thereby.

Section 20. This resolution shall take effect immediately.

## FORM OF 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 2015A (the "Series 2015A Bonds") and of \$ \_\_\_\_\_ principal amount of its General Obligation Refunding Bonds, Series 2015B (the Series 2015B Bonds, and together with the Series 2015A Bonds, 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 July 1, 2015, and a resolution duly adopted by the Board on July 15, 2015 (the "Resolution"). The Bonds are dated August \_\_, 2015 and shall mature, with respect to the Series 2015A Bonds on August 1 in the years 2016 through 20\_\_, inclusive, and with respect to the Series 2015B Bonds, on August 1 in the years 2016 through 20\_\_, 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 described in, Sections 3 and 4 of this Disclosure Agreement.

"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 MSRB pursuant to Section 5 hereof; and (iii) any notice of an event required to be filed with the MSRB 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.

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

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

"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.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of New Jersey.



*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, 2014, 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 \_\_\_\_\_, 2015 prepared in connection with the sale of the Bonds, under the captions: "Tax Information", "Ocean County Leading Tax Ratables - 2015", "County of Ocean Statement of Statutory Debt Condition June 3, 2015", "List of Authorized Debt as of June 3, 2015", "Debt Ratios" and "Schedule of Bond and Note Maturities Outstanding as of December 31, 2014".

*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; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(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: \_\_\_\_\_, 2015

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 2015A  
\$ \_\_\_\_\_ General Obligation Refunding Bonds, Series 2015B

Date of Issuance: \_\_\_\_\_, 2015

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 \_\_\_\_\_, 2015. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_, 20\_\_

COUNTY OF OCEAN, NEW JERSEY

By: \_\_\_\_\_  
Name:  
Title:

**ESCROW DEPOSIT AGREEMENT**

**Dated as of \_\_\_\_\_, 2015**

**Between**

**THE COUNTY OF OCEAN, NEW JERSEY**

**and**

**TD BANK, NATIONAL ASSOCIATION  
as Escrow Agent**

**Providing for the payment of a portion of the below-described Bonds of the County:**

**General Obligation Refunding Bonds, Series 2005  
General Improvement Bonds, Series 2006A  
General Improvement Bonds, Series 2006B  
General Improvement Bonds, Series 2007  
General Improvement Bonds, Series 2008**

## ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT made and entered into as of \_\_\_\_\_, 2015, by and between the COUNTY OF OCEAN, NEW JERSEY (the "County"), and TD Bank, National Association, Cherry Hill, New Jersey, 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 Obligation Refunding Bonds, Series 2005, dated August 17, 2005 (the "Series 2005 Bonds"), its General Improvement Bonds, Series 2006A, dated August 29, 2006 (the "Series 2006A Bonds"), its General Improvement Bonds, Series 2006B (the "Series 2006B Bonds"), dated August 29, 2006, its General Improvement Bonds, Series 2007, dated August 14, 2007 (the "Series 2007 Bonds") and its General Improvement Bonds, Series 2008, dated September 4, 2008 (the "Series 2008 Bonds" and collectively, with the Series 2005 Bonds, the Series 2006A Bonds, the Series 2006B Bonds, and the 2007 Bonds, the "Prior Bonds"); and

WHEREAS, the County has determined to issue general obligation refunding bonds in an amount not to exceed \$85,000,000 pursuant to a refunding bond ordinance (the "Refunding Bond Ordinance") finally adopted on July 1, 2015, for the purpose of refunding all or a portion of the Prior Bonds; and

WHEREAS, the County Board of Chosen Freeholders adopted a resolution on July \_\_, 2015 (the "Resolution") for the purpose of, among others, financing a refunding program (the "Refunding Program") consisting of the refinancing of all or a portion of (i) the Series 2005 Bonds maturing on November 1 in the years 2016 through 2019, inclusive (the "Refunded 2005 Bonds"), (ii) the Series 2006A Bonds maturing on August 1, 2006 (the "Refunded 2006A Bonds"), (iii) the Series 2006B Bonds maturing on August 1 of the years 2016 through 2026, inclusive (the "Refunded 2006B Bonds"), (iv) the Series 2007 Bonds maturing on August 1 of the year 2018 through 2027, inclusive (the "Refunded 2007 Bonds") and (v) the Series 2008 Bonds maturing on August 1 of the years 2019 through 2027, inclusive (the "Refunded 2007 Bonds", and collectively with the Refunded 2005 Bonds, the Refunded 2006A Bonds, the Refunded 2006B Bonds and the Refunded 2007 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 \$\_\_\_\_,000 aggregate principal amount of General Obligation Refunding Bonds, Series 2015A and \$\_\_\_\_ aggregate principal amount of General Obligation Refunding Bonds, Series 2015B (AMT) (collectively, the "Refunding Bonds") and (y) depositing with the Escrow Agent a portion of the net proceeds of the Refunding Bonds, which, together with other available funds and uninvested cash, will be sufficient to purchase Government Obligations, as defined herein, which Government Obligations and the interest thereon will be sufficient to pay principal and interest on (i) the Refunded 2005 Bonds

through November 1, 2015 (the "2005 Refunded Bonds Redemption Date"), at which time the balance of the Refunded 2005 Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2005 Refunded Bonds Redemption Date; (ii) the Refunded 2006A Bonds through \_\_\_\_\_, 2015 (the "2006A Refunded Bonds Redemption Date"), at which time the balance of the Refunded 2006A Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2006A Refunded Bonds Redemption Date, (iii) the Refunded 2006B Bonds through \_\_\_\_\_, 2015 (the "2006B Refunded Bonds Redemption Date"), at which time the balance of the Refunded 2006B Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2005 Refunded Bonds Redemption Date; (iv) the Refunded 2007 Bonds through August 1, 2017 (the "2007 Refunded Bonds Redemption Date"), at which time the balance of the Refunded 2007 Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2007 Refunded Bonds Redemption Date, and (v) the Refunded 2008 Bonds through August 1, 2018 (the "2008 Refunded Bonds Redemption Date"), at which time the balance of the Refunded 2008 Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2008 Refunded Bonds Redemption Date; and

WHEREAS, the execution and delivery of this Escrow Deposit Agreement has been duly authorized by the County and the Escrow Agent;

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  
Refunded 2005 Bonds  
Refunded 2006A Bonds  
Refunded 2006B Bonds  
Refunded 2007 Bonds  
Refunded 2008 Bonds  
Refunding Bond Ordinance  
Refunding Bonds  
Refunding Program  
Resolution  
Series 2005 Bonds  
Series 2006A Bonds  
Series 2006B Bonds  
Series 2007 Bonds



Series 2008 Bonds  
Series 2015A Bonds  
Series 2015B Bonds

(b) "Agreement" shall mean this Escrow Deposit Agreement, dated as of \_\_\_\_\_, 2015, between the County and the Escrow Agent.

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations duly promulgated thereunder.

(d) "Eligible Investments" shall mean Government Obligations.

(e) "Escrow Fund" shall mean the fund established pursuant to Section 4 hereof.

(f) "Government Obligations" shall mean direct non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury, and obligations stripped by the Department of the Treasury itself) of the United States of America.

(g) "Independent Certified Public Accountant" shall mean a licensed certified public accountant, or firm of licensed certified public accountants, acting at arm's length of the transaction on behalf of the bondholders, carrying errors and omissions insurance, and not unacceptable to the Bond Insurer.

(h) "MSRB" 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.

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

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

(k) "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 of and interest on the Refunded Bonds from

\_\_\_\_, 2015 through and including their dates of maturity or respective redemption, 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, New Jersey, 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 (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 2015 General Obligation Bonds 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. All amounts deposited by the County from other available funds shall be applied to the first maturing escrow investments.

SECTION 5. DEPOSIT, INVESTMENT AND REINVESTMENT OF FUNDS.

(a) The Escrow Agent shall immediately deposit into the Escrow Fund the Escrow Amount, as follows:

- (i) \$\_\_\_\_\_ from the net proceeds of the 2015A Bonds shall be deposited into a separate account of the Escrow Fund ("Escrow Account A"), 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 2005 Bonds, the Refunded 2006A Bonds, the Refunded 2007 Bonds and the Refunded 2008 Bonds;
- (ii) \$\_\_\_\_\_ from the net proceeds of the 2015B Bonds shall be deposited into a separate account of the Escrow Fund ("Escrow Account B"), 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 2006B Bonds;

(b) The County hereby authorizes and irrevocably directs the Escrow Agent to invest (i) \$\_\_\_\_\_ of the moneys deposited in the Escrow Account A in Open Market Securities which shall bear interest and mature as set forth in accordance with the schedule attached hereto as Exhibit B hereto, and to hold \$\_\_\_\_\_ in cash and (ii) \$\_\_\_\_\_ of the moneys deposited in the

Escrow Account B in Open Market Securities which shall bear interest and mature as set forth in accordance with the schedule attached hereto as Exhibit B hereto and to hold \$ \_\_\_\_\_ in cash.

(c) Based on the Verification Report dated \_\_\_, 2015 prepared by Holman, Frenia Allison, PC \_\_\_\_\_, certified public accountants, and attached hereto as Exhibit F, the County certifies to the Escrow Agent that, as shown in Exhibit C attached hereto and made a part hereof, the amount of the cash deposit 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 are payable by TD Bank 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 comply 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 November 1, 2015 in the case of the Refunded 2005 Bonds, September \_\_, 2015 in the case of the Refunded 2006A and Refunded 2006B Bonds, August 1, 2017 in the case of the Refunded 2007 Bonds and August 1, 2018 in the case of the Refunded 2008 Bonds.

The County hereby irrevocably authorizes and instructs the Escrow Agent to mail a notice of refunding 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 applicable Bonds to be Redeemed and post on EMMA, not more than ten (10) days after the date hereof, and 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 Exhibits E-1 to E-4 by first class mail in a sealed envelope with postage prepaid to the registered owners of the applicable Bonds to be Redeemed, in each case not less than thirty (30) days or more than sixty (60) days prior to the redemption date, addressed (i) in the case of the paying agent, at the address specified in Section 12(a) hereof, and (ii) in the case

of such registered owners, at their respective addresses as they last appear on the registration books kept for that purpose at the office of the Bond Registrar for the respective Bonds to be Redeemed. The Escrow Agent shall also publish such notice of the redemption of the Bonds to be Redeemed once a week for two (2) successive weeks in a newspaper of general circulation that carries financial news, is printed in the English language and is customarily published on each business day in the City of New York, State of New York, the first of such publications to be at least thirty (30) but not more than sixty (60) days before the date fixed for redemption.

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 the MSRB. 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.

#### SECTION 9. TERMINATION.

This Agreement shall terminate when the principal of, interest and redemption premium 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 consents of the Escrow Agent and the Bond Insurer; provided, however, that the County and the Escrow Agent may, without the consent of, or notice to, such owners or the Bond Insurer, 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. 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 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. Copies of all notices of resignation, removal or appointment shall also be given in the same manner to the Bond Insurer, at the address listed in Section 10(b)(i) hereof.

(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 (i) the paying agent for the Refunded Bonds shall be the County, and (ii) DTC is the registered owner of all of the Refunded Bonds. 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: PO Box 2191, Toms River, New Jersey 08759, Attention: Comptroller, and if to the Escrow Agent: TD Bank, National Association, 1006 Astoria Boulevard, Cherry Hill, NJ 08754, Attention: Institutional Trust. 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.

(f) As of the date hereof, there shall be deposited with the Escrow Agent \$\_\_\_\_\_ for the payment of the costs of issuance with respect to the Refunding Bonds. There is hereby created and established with the Escrow Agent an account designated County of Ocean, New Jersey, General Obligation Refunding Bonds, Series 2015, Cost of Issuance Account" ("Cost of Issuance Account"). The Cost of Issuance Account shall be held by the Escrow Agent and will be applied at the written direction of the County Chief Financial Officer to pay the costs of issuance related to the issuance of the Refunding Bonds. The Escrow Agent will pay the remaining sums to the County thirty (30) days from the date hereof.

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 Tarrant, Comptroller

TD BANK, NATIONAL ASSOCIATION, as  
Escrow Agent

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A****REFUNDED BONDS****General Improvement Refunding Bonds, Series 2005, Dated August 30, 2005**

DATE (November 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2016	\$5,970,000	5.00%	100%	674735G90
2017	6,075,000	5.00%	100%	674735H24
2018	1,795,000	4.00%	100%	674735H32
2019	1,775,000	4.00%	100%	674735H40

**General Improvement Bonds, Series 2006A, Dated August 29, 2006**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2017	\$2,200,000	4.125%	100%	674735J71

**General Improvement Bonds, Series 2006B, Dated August 29, 2006**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2016	\$220,000	4.500%	100%	674735L78
2017	225,000	4.500%	100%	674735L86
2018	225,000	4.500%	100%	674735L94
2019	225,000	4.500%	100%	674735M28
2020	240,000	4.500%	100%	674735M36
2021	255,000	4.500%	100%	674735M44
2022	270,000	4.500%	100%	674735M51
2023	280,000	4.625%	100%	674735M69
2024	290,000	4.625%	100%	674735M77
2025	295,000	4.750%	100%	674735M85
2026	310,000	5.250%	100%	674735M93

**General Improvement Bonds, Series 2007, Dated August 14, 2007**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2018	\$2,105,000	4.250%	100%	674735P90
2019	2,175,000	4.250%	100%	674735Q24
2020	2,250,000	4.250%	100%	674735Q32
2021	2,320,000	4.250%	100%	674735Q40
2022	2,400,000	4.250%	100%	674735Q57
2023	2,480,000	4.250%	100%	674735Q65
2024	2,570,000	4.300%	100%	674735Q73

2025	2,660,000	4.375%	100%	674735Q81
2026	2,750,000	4.500%	100%	674735Q99
2027	2,840,000	4.500%	100%	674735R23

**General Improvement Bonds, Series 2008, Dated August 19, 2008**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2019	\$2,955,000	4.000%	100%	674735S55
2020	3,065,000	4.000%	100%	674735S63
2021	3,185,000	4.000%	100%	674735S71
2022	3,310,000	4.000%	100%	674735S89
2023	3,450,000	4.125%	100%	674735S97
2024	3,590,000	4.125%	100%	674735T21
2025	3,740,000	4.125%	100%	674735T39
2026	3,890,000	4.250%	100%	674735T47
2027	4,045,000	4.250%	100%	674735T54

**EXHIBIT B**

**GOVERNMENT OBLIGATIONS**

**EXHIBIT C**

**ESCROW FUND SUMMARY**

**EXHIBIT D**

**NOTICE OF REFUNDING  
COUNTY OF OCEAN, NEW JERSEY**

Notice is hereby given to the holders of the following bonds of the County of Ocean, New Jersey (the "County"):

**General Improvement Refunding Bonds, Series 2005, Dated August 30, 2005**

DATE (November 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2016	\$5,970,000	5.00%	100%	674735G90
2017	6,075,000	5.00%	100%	674735H24
2018	1,795,000	4.00%	100%	674735H32
2019	1,775,000	4.00%	100%	674735H40

**General Improvement Bonds, Series 2006A, Dated August 29, 2006**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2017	\$2,200,000	4.125%	100%	674735J71

**General Improvement Bonds, Series 2006B, Dated August 29, 2006**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2016	\$220,000	4.500%	100%	674735L78
2017	225,000	4.500%	100%	674735L86
2018	225,000	4.500%	100%	674735L94
2019	225,000	4.500%	100%	674735M28
2020	240,000	4.500%	100%	674735M36
2021	255,000	4.500%	100%	674735M44
2022	270,000	4.500%	100%	674735M51
2023	280,000	4.625%	100%	674735M69
2024	290,000	4.625%	100%	674735M77
2025	295,000	4.750%	100%	674735M85
2026	310,000	5.250%	100%	674735M93

**General Improvement Bonds, Series 2007, Dated August 14, 2007**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2018	\$2,105,000	4.250%	100%	674735P90
2019	2,175,000	4.250%	100%	674735Q24

2020	2,250,000	4.250%	100%	674735Q32
2021	2,320,000	4.250%	100%	674735Q40
2022	2,400,000	4.250%	100%	674735Q57
2023	2,480,000	4.250%	100%	674735Q65
2024	2,570,000	4.300%	100%	674735Q73
2025	2,660,000	4.375%	100%	674735Q81
2026	2,750,000	4.500%	100%	674735Q99
2027	2,840,000	4.500%	100%	674735R23

**General Improvement Bonds, Series 2008, Dated August 19, 2008**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2019	\$2,955,000	4.000%	100%	674735S55
2020	3,065,000	4.000%	100%	674735S63
2021	3,185,000	4.000%	100%	674735S71
2022	3,310,000	4.000%	100%	674735S89
2023	3,450,000	4.125%	100%	674735S97
2024	3,590,000	4.125%	100%	674735T21
2025	3,740,000	4.125%	100%	674735T39
2026	3,890,000	4.250%	100%	674735T47
2027	4,045,000	4.250%	100%	674735T54

There has been deposited with TD Bank, National Association, Cherry Hill, New Jersey, as escrow agent (the "Escrow Agent"), moneys and direct non-callable obligations of the United States of America or non-callable obligations the principal of and interest on which are unconditionally guaranteed by the United State of America (the "Government Obligations") the principal and interest on which, together with the moneys deposited with the Escrow Agent, are sufficient to pay when due the principal and of and the interest due and to become due on the Refunded Bonds on and prior to November 1, 2015 in the case of the Series 2005 Bonds, September \_\_, 2015 in the case of the Series 2006A and Series 2006B Bonds, August 1, 2017 in the case of the Series 2007 Bonds and August 1, 2018 in the case of the Series 2008 Bonds, the dates which the Refunded Bonds will be optionally redeemed at the respective Redemption Prices thereof.

TD BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Authorized Officer



**EXHIBIT E-1**

**NOTICE OF REDEMPTION  
COUNTY OF OCEAN, NEW JERSEY**

Notice is hereby given to the holders of the following bonds of the County of Ocean, New Jersey (the "County"):

**General Improvement Refunding Bonds, Series 2005, Dated August 30, 2005**

DATE (November 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2016	\$5,970,000	5.00%	100%	674735G90
2017	6,075,000	5.00%	100%	674735H24
2018	1,795,000	4.00%	100%	674735H32
2019	1,775,000	4.00%	100%	674735H40

(the "Bonds to Be Redeemed"), of the redemption by the County, on November 1, 2015 (the "Redemption Date"), of said Bonds to Be Redeemed. On such Redemption Date, there shall become due and payable at the County of Ocean, PO Box 2191, Toms River, New Jersey 08754, the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date (without premium). 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 Paying Agent

By: \_\_\_\_\_  
Name:  
Title:

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.

**EXHIBIT E-2**

**NOTICE OF REDEMPTION  
COUNTY OF OCEAN, NEW JERSEY**

Notice is hereby given to the holders of the following bonds of the County of Ocean, New Jersey (the "County"):

**General Improvement Bonds, Series 2006A, Dated August 29, 2006**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2017	\$2,200,000	4.125%	100%	674735J71

**General Improvement Bonds, Series 2006B, Dated August 29, 2006**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2016	\$220,000	4.500%	100%	674735L78
2017	225,000	4.500%	100%	674735L86
2018	225,000	4.500%	100%	674735L94
2019	225,000	4.500%	100%	674735M28
2020	240,000	4.500%	100%	674735M36
2021	255,000	4.500%	100%	674735M44
2022	270,000	4.500%	100%	674735M51
2023	280,000	4.625%	100%	674735M69
2024	290,000	4.625%	100%	674735M77
2025	295,000	4.750%	100%	674735M85
2026	310,000	5.250%	100%	674735M93

(the "Bonds to Be Redeemed"), of the redemption by the County, on September \_\_, 2015 (the "Redemption Date"), of said Bonds to Be Redeemed. On such Redemption Date, there shall become due and payable at the County of Ocean, PO Box 2191, Toms River, New Jersey 08754, the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date (without premium). 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 Paying Agent

By: \_\_\_\_\_  
Name:  
Title:

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.

### **EXHIBIT E-3**

#### **NOTICE OF REDEMPTION COUNTY OF OCEAN, NEW JERSEY**

Notice is hereby given to the holders of the following bonds of the County of Ocean, New Jersey (the "County"):

#### **General Improvement Bonds, Series 2007, Dated August 14, 2007**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2018	\$2,105,000	4.250%	100%	674735P90
2019	2,175,000	4.250%	100%	674735Q24
2020	2,250,000	4.250%	100%	674735Q32
2021	2,320,000	4.250%	100%	674735Q40
2022	2,400,000	4.250%	100%	674735Q57
2023	2,480,000	4.250%	100%	674735Q65
2024	2,570,000	4.300%	100%	674735Q73
2025	2,660,000	4.375%	100%	674735Q81
2026	2,750,000	4.500%	100%	674735Q99
2027	2,840,000	4.500%	100%	674735R23

(the "Bonds to Be Redeemed"), of the redemption by the County, on August 1, 2017 (the "Redemption Date"), of said Bonds to Be Redeemed. On such Redemption Date there shall become due and payable at the County of Ocean, PO Box 2191, Toms River, New Jersey 08754, the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date (without premium). 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 Paying Agent

By: \_\_\_\_\_  
Name:  
Title:

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.

**EXHIBIT E-4**

**NOTICE OF REDEMPTION  
COUNTY OF OCEAN, NEW JERSEY**

Notice is hereby given to the holders of the following bonds of the County of Ocean, New Jersey (the "County"):

**General Improvement Bonds, Series 2008, Dated August 19, 2008**

DATE (August 1)	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
2019	\$2,955,000	4.000%	100%	674735S55
2020	3,065,000	4.000%	100%	674735S63
2021	3,185,000	4.000%	100%	674735S71
2022	3,310,000	4.000%	100%	674735S89
2023	3,450,000	4.125%	100%	674735S97
2024	3,590,000	4.125%	100%	674735T21
2025	3,740,000	4.125%	100%	674735T39
2026	3,890,000	4.250%	100%	674735T47
2027	4,045,000	4.250%	100%	674735T54

(the "Bonds to Be Redeemed"), of the redemption by the County, on August 1, 2018 (the "Redemption Date"), of said Bonds to Be Redeemed. On such Redemption Date there shall become due and payable at the County of Ocean, PO Box 2191, Toms River, New Jersey 08754, the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date (without premium). 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 Paying Agent

By: \_\_\_\_\_  
Name:  
Title:

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.

**EXHIBIT F**

**VERIFICATION REPORT**

**COUNTY OF OCEAN  
STATE OF NEW JERSEY**

**\$XX,XXX,X00 GENERAL OBLIGATION REFUNDING BONDS  
Consisting Of  
\$XX,XXX,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A  
and  
\$X,XXX,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015B (AMT)**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2015

County of Ocean  
101 Hooper Avenue  
Toms River, New Jersey 08754

Ladies and Gentlemen:

The undersigned, a duly authorized representative of Citigroup Global Markets Inc. (the "Representative"), as representative of itself and the underwriters identified and set forth in Schedule V hereof (collectively, the "Underwriters"), and not acting as a fiduciary or agent for the hereinafter defined County, hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the County of Ocean, State of New Jersey (the "County") for the purchase by the Underwriters and sale by the County of the Series 2015 Bonds specified and defined below, and which, upon the written acceptance by the County of this offer as evidenced by the execution of acceptance set forth below by the authorized officer of the County, is legally binding upon the County and the Underwriters. This offer is made subject to approval and written acceptance by the County prior to 9:00 p.m., prevailing local time, on the date hereof, and upon such acceptance this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the County and the Underwriters. Each capitalized term used in this Purchase Agreement and not otherwise defined herein shall have the meaning given to such term in Schedule II.

**1. Purchase and Sale.**

(a) Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriters hereby agree to purchase from the County, and the County hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the County's \$XX,XXX,X00 General Obligation Refunding Bonds, Series 2015, consisting of \$XX,XXX,000 General Obligation Refunding Bonds, Series 2015A (the "General Obligation Refunding Bonds, Series 2015A") and \$X,XXX,000 General Obligation Refunding Bonds, Series 2015B (AMT) (the "General Obligation Refunding Bonds, Series B", and collectively with the General Obligation Refunding Bonds, Series A, the "Series 2015 Bonds").

(b) The Series 2015 Bonds shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices or yields and be subject to optional, mandatory sinking fund and extraordinary optional redemption prior to maturity, as applicable, all as set forth in Schedule I. The Series 2015 Bonds otherwise shall be as described in the Official Statement, the Bond Legislation and the County Documents. The Underwriters' agreement to purchase the

Series 2015 Bonds from the County is made in reliance upon the County's representations, covenants and warranties and on the terms and conditions set forth in this Purchase Agreement.

(c) The County acknowledges and agrees that (i) the purchase and sale of the Series 2015 Bonds pursuant to this Purchase Agreement is an arm's-length, commercial transaction between the County and the Underwriters in which the Underwriters are acting solely as a principal and is not acting as a municipal advisor (within the meaning of Section 15B of the Exchange Act), financial advisor, agent or fiduciary to the County, (ii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility to the County with respect to this Purchase Agreement, the offering of the Series 2015 Bonds and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters, or any affiliate of an Underwriter, has provided other services or is currently providing other services to the County on other matters), (iii) the only obligations the Underwriters have to the County with respect to the transactions contemplated hereby are set forth in this Purchase Agreement, (iv) the Underwriters have financial and other interests that differ from those of the County and (v) the County has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(d) The purchase price for the Series 2015 Bonds (the "Purchase Price") shall be \$\_\_\_\_\_ (representing the principal amount of the Series 2015 Bonds, plus an original issue premium in the amount of \$\_\_\_\_\_ and less Underwriters' discount in the amount of \$\_\_\_\_\_).

(e) The Purchase Price shall be payable on the Closing Date by the Underwriters to or as directed by the County by wire transfer in immediately available funds or as otherwise agreed by the County and the Representative.

## **2. Delivery of Official Statement and Other Documents.**

(a) The County hereby consents to and ratifies the use and distribution by the Underwriters of the Preliminary Official Statement in connection with the public offering of the Series 2015 Bonds by the Underwriters, and further confirms the authority of the Underwriters to use, and consents to the use of, the final Official Statement with respect to the Series 2015 Bonds in connection with the public offering and sale of the Series 2015 Bonds. The County hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriters was "deemed final" by the County as of its date for purposes of Rule 15c2-12, except for permitted omissions.

(b) The County shall provide, or cause to be provided, to the Underwriters within seven business days after the date of this Purchase Agreement (or within such shorter period as may be agreed by the County and the Underwriters or required by applicable rule), the number of executed counterparts of the Official Statement and conformed copies of a final Official Statement in sufficient quantity to permit the Underwriters to comply with Rule 15c2-12 and other applicable rules of the SEC and the MSRB.

(c) The County authorizes the Representative to file, to the extent required by applicable SEC or MSRB rule, and the Representative agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including submission to the MSRB's Electronic Municipal Market Access system ("EMMA")) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an



amended Official Statement is prepared in accordance with Section 2(e) during the "primary offering disclosure period," and if required by applicable SEC or MSRB rule, the Representative also shall make the required submission of the amended Official Statement to EMMA.

(d) The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the County and the Underwriters.

(e) During the period ending on the 25<sup>th</sup> day after the End of the Underwriting Period (or such other period as may be agreed to by the County and the Underwriters), the County (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriters and (ii) shall notify the Representative promptly if any event shall occur, or information comes to the attention of the County, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriters, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the County shall prepare and furnish to the Underwriters, at the County's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the County and the Representative, as the Underwriters may reasonably request. If the Official Statement is supplemented or amended at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to this Section 2(e)) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such notification shall be given subsequent to the Closing Date, the County also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

(f) For purposes of this Purchase Agreement:

(i) the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (A) the Closing Date or (B) when the Underwriters no longer retain an unsold balance of the Series 2015 Bonds; unless otherwise advised in writing by the Representative on or prior to the Closing Date, or otherwise agreed to by the County and the Representative, the County may assume that the End of the Underwriting Period is the Closing Date, and

(ii) the "primary offering disclosure period" is used as defined in MSRB Rule G-32 and shall end on the 25<sup>th</sup> day after the Closing Date, unless another date is agreed upon by the County and the Representative.

### **3. Public Offering.**

The Underwriters intend to make a bona fide initial public offering of all the Series 2015 Bonds at prices no higher than, or yields not lower than, those shown on the inside front cover of the Official Statement. The Underwriters reserve the right to lower such initial offering prices as they deem necessary in connection with the marketing of the Series 2015 Bonds. The Underwriters may offer and sell the Series 2015 Bonds to certain dealers (including dealers depositing the Series 2015 Bonds into investment trusts) and others at prices lower than the initial public offering price or prices set forth in the Official Statement. The Underwriters also reserve the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Series 2015 Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

### **4. Representations and Warranties.**

The County and the Underwriters make the respective representations and warranties to the other as set forth in Schedule III.

### **5. Covenants of the County.**

The County hereby covenants with the Underwriters that:

- (a) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the County shall not issue any indebtedness, other than the Series 2015 Bonds.
- (b) The County shall cooperate with the Underwriters in the qualification of the Series 2015 Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriters may request; provided that the County shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consent to service of process under the laws of any jurisdiction.
- (c) The County shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Series 2015 Bonds.

### **6. The Closing.**

(a) The delivery of and payment for the Series 2015 Bonds shall be the "Closing" for the Series 2015 Bonds and shall occur at or prior to 1:00 p.m., prevailing local time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Representative and the County. The location of the Closing shall be at the offices of Bond Counsel, or at such other location as may be mutually agreed by the Representative and the County.

(b) At the Closing, the County shall deliver or cause to be delivered the Series 2015 Bonds to DTC or to the Paying Agent on behalf of the Underwriters, as further described in subsection (c) below. The Series 2015 Bonds shall be delivered in definitive form, duly

executed by the County and authenticated in the manner set forth in the Bond Legislation, together with the other documents identified in Schedule IV. Subject to satisfaction of the conditions contained in this Purchase Agreement, the Underwriters will accept delivery of the Series 2015 Bonds, as described above, and pay the Purchase Price, plus accrued interest (if any) on the Series 2015 Bonds from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the County, as described above, or as otherwise directed by the County.

(c) Delivery of the definitive Bonds shall be made through the facilities of DTC's book-entry-only system. The Series 2015 Bonds will be delivered as fully-registered bonds, bearing CUSIP numbers, with a single bond for each maturity of each series of the Series 2015 Bonds (or, if so provided in Schedule I, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2015 Bonds.

#### **7. Closing Conditions.**

(a) The Underwriters have entered into this Purchase Agreement in reliance upon the representations, warranties and agreements of the County contained herein, and upon the accuracy of the statements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the County of its obligations hereunder, both as of the Effective Date and as of the Closing Date. Accordingly, the Underwriters' obligations under this Purchase Agreement to purchase, accept delivery of and pay for the Series 2015 Bonds are subject to the performance by the County of its obligations required to be performed under this Purchase Agreement at or prior to the Closing, and to the additional conditions precedent set forth below and in Schedule IV.

(b) The representations and warranties of the County contained in this Purchase Agreement shall be true, complete and correct as of the Closing Date.

(c) On the Closing Date, this Purchase Agreement shall have been executed and delivered and shall be in full force and effect as a valid and binding agreement between or among the various parties hereto, and, the Official Statement shall not have been amended, modified or supplemented, except as described or contemplated in the Official Statement or as shall have been agreed to in writing by the Underwriters, and there shall be in full force and effect such resolutions and/or ordinances as, in the opinion of Bond Counsel and in the opinion of each Underwriters' Counsel, shall be necessary in connection with the transactions contemplated hereby.

(d) On the Closing Date, the Series 2015 Bonds shall be in full force and effect.

(e) No change shall have occurred in any applicable law or regulation or in the interpretation thereof by any governmental or regulatory authority which would make the Underwriters' participation in the transactions contemplated hereby illegal.

(f) The County shall have complied with all agreements and satisfied all the conditions on its part to be performed at or prior to the Closing; the Series 2015 Bonds shall have been duly executed and delivered; the Official Statement shall have been executed and delivered by the County at or prior to the Closing in sufficient time to permit the Underwriters to comply with their obligations under Rule 15c2-12; the County Documents shall have been duly executed and delivered by the appropriate parties thereto; the Bond Legislation, the County

Documents and such other financing or operative documents shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Representative; the proceeds of the sale of the Series 2015 Bonds shall have been paid to the County or its designee for deposit for use as described in the Official Statement, the Bond Legislation and the County Documents; and the County shall have adopted and there shall be in full force and effect such ordinances and resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by this Purchase Agreement and as described in the Official Statement.

(g) As of the Closing Date, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the County, from that set forth in the Official Statement that, in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Series 2015 Bonds on the terms and in the manner contemplated in the Official Statement.

(h) The County shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money.

(i) The Underwriters shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriters, each item specified in Schedule IV, unless waived by the Underwriters.

(j) If the County shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2015 Bonds contained in this Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2015 Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriters nor the County shall be under any further obligation hereunder, except that the respective obligations of the County and the Underwriters set forth in Sections 4, 5 and 9 hereof that are deemed continuing shall continue in full force and effect.

#### **8. Termination Events.**

The Underwriters shall have the right to cancel their obligation to purchase the Series 2015 Bonds and to terminate this Purchase Agreement by written notice to the County if, between the Effective Date to and including the Closing Date, in the Representative's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

(a) the market price or marketability of the Series 2015 Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Series 2015 Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be

made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Series 2015 Bonds; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (2) any other national or international calamity or crisis in the financial markets of the United States or elsewhere, or (3) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for Bonds shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Series 2015 Bonds, the Bond Legislation or the County Documents, or any comparable Bonds of the County, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs or the financial condition of the County shall have occurred; or

(vi) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the County's obligations (excluding enhancement ratings provided by bond insurance companies) or any rating of the County; or

- (b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriters) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the County refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect

the market price or marketability of the Series 2015 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2015 Bonds; or

- (c) a general banking moratorium shall have been declared by federal, New York or State authorities having jurisdiction and be in force; or
- (d) a material disruption in commercial banking or securities settlement, payment or clearance services affecting the Series 2015 Bonds shall have occurred and making it impossible to close on the Series 2015 Bonds and that the County and the Underwriter cannot mutually agree on a method to close on the Series 2015 Bonds; or
- (e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or
- (f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Series 2015 Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2015 Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriters, all obligations of the County and the Underwriters under this Purchase Agreement shall terminate, without further liability, except that the County and the Underwriters shall pay their respective expenses as set forth in Section 9, to the extent such expenses exist in light of the Termination Event.

#### **9. Payment of Expenses.**

(a) The County acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2015 Bonds. The Underwriters shall be under no obligation to pay, and the County shall pay from available funds, all expenses that are incidental to the performance of the County's obligations under this Purchase Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Series 2015 Bonds; the fees and expenses of Bond Counsel and County Counsel; the fees and expenses of the Financial Advisor, Accountant, any verification consultant and all other consultants; the fees and disbursements of any paying agent and the Escrow Agent, and their respective counsel; all expenses in connection with obtaining a rating or ratings for the Series 2015 Bonds; all expenses of the County in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Bond Legislation, any County Document or any other instrument; the County's administrative fees; and all other expenses and costs of the County incident to its

obligations in connection with the authorization, issuance, sale and distribution of the Series 2015 Bonds. Unless the County and the Representative otherwise agree, the County shall pay for all incidental costs (but only to the extent included in the expense component of the Underwriters' discount) incurred by the Underwriters.

(b) The Underwriters shall pay the costs of qualifying the Series 2015 Bonds for sale in the various states chosen by the Underwriters, all advertising expenses in connection with the public offering of the Series 2015 Bonds, CUSIP Service Bureau fee, any costs incurred with respect to the temporary procurement of funds utilized to pay the Purchase Price, the fees and disbursements of each Underwriters' Counsel, if any, and all other expenses incurred by the Underwriters in connection with the public offering and distribution of the Series 2015 Bonds.

(c) If this Purchase Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the County to comply with the terms or to fulfill any of the conditions of this Purchase Agreement, or if for any reason the County shall be unable to perform its obligations under this Purchase Agreement, the County will reimburse the Underwriters for all out-of-pocket expenses (including the fees and disbursements of each Underwriters' Counsel) reasonably incurred by the Underwriters in connection with this Purchase Agreement or the offering contemplated hereunder.

#### **10. Notices.**

All notices ("Notices") provided for in this Purchase Agreement shall be in writing delivered to the applicable Notice Address (or at such other address as may have been designated by written Notice) and may be given by personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender.

#### **11. Parties in Interest.**

This Purchase Agreement is made solely for the benefit of the County and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. The County may not assign this Purchase Agreement.

#### **12. Survival of Representations, Warranties and Agreements.**

All representations, warranties, covenants and agreements of the County and the Underwriters contained in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the County or the Underwriters and shall survive: (i) delivery of the Series 2015 Bonds to the Underwriters and payment by the Underwriters therefor pursuant to this Purchase Agreement; or (ii) termination of this Purchase Agreement.

#### **13. Effectiveness.**

This Purchase Agreement shall become effective upon the execution of the acceptance hereof on behalf of the County by the County's Comptroller & Chief Financial Officer.

**14. Counterparts.**

This Purchase Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

**15. New Jersey Law Governs.**

The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State.

**16. Entire Agreement.**

This Purchase Agreement when accepted by the County in writing as heretofore specified shall constitute the entire agreement among us and is made solely for the benefit of the County and the Underwriters (including the successors or assigns of the Underwriters).

**17. Headings.**

The headings of the paragraphs of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

**18. Severability.**

If any provision of this Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, such a determination shall apply only to the subject provision and the remainder of this Purchase Agreement shall remain in full force and effect.

**19. Amendments.**

This Purchase Agreement shall not be amended, nor shall any provision hereof be waived by any party hereto, without the prior written consent of the County and the Representative.

**20. Successors.**

This Purchase Agreement will inure to the benefit of and be binding upon the parties and their successors and will not confer any rights upon any other person. No purchaser of the Series 2015 Bonds from the Underwriters shall be deemed to be a successor by reason merely of such purchase.



If the foregoing terms are in accordance with your understanding, please execute this agreement in the space provided below, whereupon this document will constitute a binding agreement.

**CITIGROUP GLOBAL MARKETS INC.**

By: \_\_\_\_\_  
Name: Timothy J. Egan  
Title: Managing Director

*Effective Date and Time:* \_\_\_\_\_, 2015, \_\_\_\_:\_\_\_\_ p.m. (EST)  
Accepted as of the Effective Date and Time set forth above:

**COUNTY OF OCEAN  
STATE OF NEW JERSEY**

By: \_\_\_\_\_  
Name: Julie N. Tarrant  
Title: Comptroller and Chief Financial Officer

**Principal Amount, Interest Rates, Yields and CUSIP Numbers**

**PLEASE SEE ATTACHED**

*Redemption:* The General Obligation Refunding Bonds, Series 2015A maturing prior to August 1, 2025 are not subject to redemption prior to maturity. The General Obligation Refunding Bonds, Series 2015A maturing on or after August 1, 2026 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, 2025, 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.

The General Obligation Refunding Bonds, Series 2015B maturing prior to August 1, 2025 are not subject to redemption prior to maturity. The General Obligation Refunding Bonds, Series 2015B maturing on or after August 1, 2026 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, 2025, 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.

Notice of redemption shall be given by mailing at least once not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the registered owner of any Series 2015 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, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity or any proceedings for the redemption of Series 2015 Bonds. For so long as the book-entry system remains in effect and the Series 2015 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 to DTC.

## **Schedule II**

### **Defined Terms**

*All capitalized terms used in the Purchase Agreement and not otherwise defined are used as defined in Schedule II below:*

*Accountant:* Holman Frenia Allison P.C., Freehold, New Jersey.

*Act:* The Local Bond Law, constituting Chapter 169 of the Laws of New Jersey of 1960, and the acts amendatory thereof and supplemental thereto.

*Agreement:* This Purchase Agreement, dated the Effective Date, including Schedules I through V attached hereto.

*Bank:* TD Bank, National Association, Cherry Hill, New Jersey.

*Bonds:* The Series 2015 Bonds identified in Section 1 of this Purchase Agreement, as more specifically described in Schedule I.

*Bond Counsel:* Gluck Walrath LLP, Trenton, New Jersey

*Bond Legislation:* The Ordinance and Resolution adopted by the County, authorizing the issuance of the Series 2015 Bonds, as amended and supplemented to the Closing Date.

*Closing Date:* August \_\_, 2015.

*Continuing Disclosure Undertaking:* The continuing disclosure certificate executed by the County with respect to the Series 2015 Bonds in accordance with Rule 15c2-12.

*County:* County of Ocean, State of New Jersey.

*County's Counsel:* John C. Sahradnik, Esq., Toms River, New Jersey.

*County Documents:* All financing documents to which the County is a party relating to the issuance of and security for the Series 2015 Bonds, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

- (i) Purchase Agreement,
- (ii) Continuing Disclosure Undertaking,
- (iii) Escrow Deposit Agreement, and
- (iv) other applicable financing or operative documents to which the County is a party, as such documents are amended and supplemented to the Closing Date.

*Creditors' Rights Laws:* Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity.

*DTC:* The Depository Trust Company.

*Effective Date and Time:* The date and time that this Purchase Agreement is effective, as set forth on the signature page to this Purchase Agreement.

*End of the Underwriting Period:* As defined in Section 2(f)(i) of the Purchase Agreement.

*Escrow Agent:* The Bank, acting as escrow agent under the Escrow Deposit Agreement.

*Escrow Deposit Agreement:* The Escrow Deposit Agreement dated as of the Closing Date, by and between the County and the Escrow Agent.

*Exchange Act:* The Securities Exchange Act of 1934, as amended.

*Financial Advisor:* Public Financial Management, Inc., Philadelphia, Pennsylvania

*MSRB:* Municipal Securities Rulemaking Board.

*Notice Address:*

COUNTY: County of Ocean  
101 Hooper Avenue  
Toms River, New Jersey 08754-2191  
Attention: Julie N. Tarrant,  
Comptroller and Chief Financial Officer

REPRESENTATIVE: Citigroup Global Markets Inc.,  
As Representative of the Underwriters  
390 Greenwich Street, 2nd Floor  
New York, New York 10013  
Attention: Timothy J. Egan, Managing Director

All Notices required to be delivered under Purchase Agreement shall be given as provided in Section 10 of this Purchase Agreement.

*Official Statement:* Official Statement dated the Effective Date, relating to the Series 2015 Bonds, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

*Ordinance:* The refunding bond ordinance finally adopted by the County on July 1, 2015.

*Paying Agent:* The County.

*Preliminary Official Statement:* Preliminary Official Statement dated July \_\_, 2015, relating to the Series 2015 Bonds, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

*Representative:* Citigroup Global Markets Inc.

*Resolution:* The Form and Sale Resolution finally adopted by the County on July 15, 2015.

*Rule 15c2-12:* Rule 15c2-12 promulgated by the SEC under the Exchange Act.

*Rule G-34 Documents:* (i) The letter of credit agreement, reimbursement agreement, standby bond purchase agreement, loan agreement, guaranty agreement or any other document establishing an obligation to provide credit and/or liquidity support with respect to the Series 2015 Bonds; (ii) the indenture, bond resolution, and any supplemental or series indenture(s) or resolution(s) or any other authorizing document under which the Series 2015 Bonds were issued; (iii) any amendments, extensions, renewals, replacements or terminations thereof; and (iv) any other document that must be filed in order to comply with MSRB Rule G-34(c), as it may be amended from time to time.

*SEC:* Securities and Exchange Commission of the United States.

*Securities Act:* The Securities Act of 1933, as amended.

*State:* The State of New Jersey.

*Trust Indenture Act:* Trust Indenture Act of 1939, as amended.

*Underwriters:* Identified and set forth in Schedule V hereof.

*Underwriters' Counsel:* Gilmore & Monahan, P.A., Toms River, New Jersey and Archer & Greiner P.C., Red Bank, New Jersey.

**Representations and Warranties**

A. **Representations and Warranties of the County.** The County hereby agrees with, and makes the following representations and warranties to, the Underwriters, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

- (a) The County is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the Act, to adopt the Bond Legislation, to execute and deliver the County Documents and the Official Statement, to issue, sell and deliver the Series 2015 Bonds as provided herein, and to carry out and to consummate the transactions contemplated by the Bond Legislation, the County Documents and the Official Statement.
- (b) By all necessary official action of the County prior to or concurrently with the acceptance hereof, the County has duly authorized and approved (i) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriters in connection with the public offering of the Series 2015 Bonds, (ii) the issuance and sale of the Series 2015 Bonds upon the terms set forth herein and as contemplated by the Bond Legislation, the County Documents and the Official Statement and (iii) the execution and delivery of, and the performance by the County of the obligations on its part contained in, the Series 2015 Bonds, the Bond Legislation and the County Documents.
- (c) The Series 2015 Bonds will be issued in conformity with and entitled to the benefit and security of the Bond Legislation and the County Documents.
- (d) This Agreement constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms; the other County Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the County enforceable in accordance with their respective terms; and the Series 2015 Bonds, when issued and delivered in accordance with the County Documents and sold to the Underwriters as provided herein, will be the legal, valid and binding obligations of the County enforceable in accordance with their terms; in all cases, except as the enforceability of the Agreement, the other County Documents and the Series 2015 Bonds may be limited by application of Creditors' Rights Laws.
- (e) The County is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or as to any payment under any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or to which the County is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the

giving of notice, or both, would constitute a material default or event of default by the County under any of the foregoing.

- (f) The adoption, execution and delivery of the Series 2015 Bonds, the Bond Legislation and the County Documents, and compliance with the provisions on the County's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or to which the County or any of its property or assets are otherwise subject, and such adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the property or assets, if any, of the County to be pledged to secure the Series 2015 Bonds or under the terms of any such law, regulation or instrument, except as provided by the Series 2015 Bonds, the Bond Legislation and the County Documents.
- (g) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Series 2015 Bonds or the due performance by the County of its obligations under the Bond Legislation, the County Documents and the Series 2015 Bonds have been duly obtained or will be obtained prior to the Closing, except for: (i) such authorizations, approvals, consents and orders (if any) as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Series 2015 Bonds and (ii) authorizations, approvals, consents and orders that are required to be obtained or renewed periodically, such as budgets, licenses and permits.
- (h) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (i) If the Official Statement is supplemented or amended pursuant to paragraph (e) of Section 2 of this Purchase Agreement, at the time of each supplement or amendment thereto and at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as to supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.
- (j) The financial statements of the County contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the County as of the dates and for the periods therein set forth in accordance with the accounting policies as mandated by State statutory principles consistently applied, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the County.

- (k) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the County, threatened against the County: (i) affecting the existence of the County or the titles of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Series 2015 Bonds or the levy or collection of any taxes to pay the interest on or the principal of the Series 2015 Bonds, (iii) in any way contesting or affecting the validity or enforceability of, or the power or authority of the County to issue, adopt, enter into or make provision for the payment of (as applicable), the Series 2015 Bonds, the Bond Legislation or the County Documents, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (v) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the County, or (vi) contesting the status of the interest on the Series 2015 Bonds as excludable from gross income for federal income tax purposes or contesting the status of interest on the Series 2015 Bonds as exempt from any applicable state tax, in each case as described in the Official Statement.
- (l) The County will enter into the Continuing Disclosure Undertaking and, all of the County's failures during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12 are described in the Official Statement.
- (m) The Bond Legislation, the County Documents and the Series 2015 Bonds conform to the description thereof contained in the Official Statement.
- (n) The County has the legal authority to apply proceeds of the Series 2015 Bonds for the purposes contemplated by the Bond Legislation and the County Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Series 2015 Bonds to the extent required by Section 9(a) of this Purchase Agreement and in compliance with applicable law.
- (o) Any certificate signed by an authorized officer of the County and delivered to the Underwriters shall be deemed a representation and warranty of the County to the Underwriters as to the statements made therein.

B. **Representations and Warranties of the Underwriters.** The Underwriters hereby agree with, and makes the following representations and warranties to, the County, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

- (a) The Underwriters are each an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. The Underwriters each have full power and authority to execute this Agreement and to comply with the provisions hereof.
- (b) This Agreement has been duly authorized, executed and delivered by the Representative and, assuming the due authorization, execution and delivery by



the County, is the legal, valid and binding obligation of the Underwriters enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.

- (c) The Underwriters represent that they are licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.
- (d) The Underwriters reasonably believe it each in compliance with MSRB Rule G-17 and MSRB Rule G-37, to the extent applicable.
- (e) The Underwriters have made all filings to the New Jersey Election Law Enforcement Commission as required by P.L. 2005, c. 271, on or before the annual reporting date set forth therein.
- (f) The Underwriters have complied and expect in the future to comply with Rule 15c2-12 and the rules and regulations of the Financial Industry Regulatory Authority and the MSRB to the extent applicable to the transactions contemplated hereby.

**Items to be Delivered at Closing**

The Underwriters shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriters, each item specified below, unless waived by the Underwriters:

1. The approving opinion of Bond Counsel, addressed to the Underwriter (or addressed to the County with a reliance letter addressed to the Underwriters), dated the Closing Date, and in substantially the form included as an appendix to the Official Statement.

2. The supplemental opinion of Bond Counsel, addressed to the Underwriters and the County, dated the Closing Date, to the effect that:

(A) the Agreement has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding agreement of the County, enforceable against the County in accordance with its terms, except as such enforceability may be limited by Creditors' Rights Laws;

(B) the statements and information contained in the Official Statement, as of its date and as of the date of such opinion, relating to the Series 2015 Bonds, the security and sources of payment for the Series 2015 Bonds and the tax status of the Series 2015 Bonds fairly and accurately summarize the provisions of the documents or matters of law indicated therein, as of such dates, and the statements describing the Bond Legislation and the County Documents contained in the Official Statement, as of its date and as of the date of such opinion, fairly and accurately summarize the provisions of such documents purported to be summarized as of such dates;

(C) the Series 2015 Bonds are exempt from registration pursuant to the Securities Act and the Bond Legislation and any related trust indenture are exempt from qualification as an indenture pursuant to the Trust Indenture Act;

(D) by all necessary official action of the County, the County has duly authorized and approved (i) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement, (ii) the issuance and sale of the Series 2015 Bonds upon the terms set forth in the Bond Legislation, the County Documents and the Official Statement and (iii) the execution and delivery of, and the performance by the County of the obligations on its part contained in, the Series 2015 Bonds, the Bond Legislation and the County Documents;

(E) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement have been duly authorized by the County; and

(F) the descriptions and summaries of provisions of the Series 2015 Bonds, the Bond Legislation, the County Documents to which the County is a party and all applicable laws with respect thereto applicable to the County contained in the Preliminary Official Statement and the Official Statement on the cover page and under the captions "INTRODUCTION", "DESCRIPTION OF BONDS", "PURPOSE OF THE REFUNDING BONDS", "SECURITY FOR THE BONDS", "AUTHORIZATION",

"PROVISIONS FOR THE PROTECTION OF GENERAL OBLIGATION DEBT", "MUNICIPAL BANKRUPTCY", "DOCUMENTS ACCOMPANYING DELIVERY OF THE BONDS", "TAX MATTERS" and "CONTINUING DISCLOSURE" (except for the second and third paragraphs thereof as to which no opinion need be expressed) and Appendix D has been reviewed by such counsel and is correct in all material respects as of the respective dates of the Preliminary Official Statement and the Official Statement and does not omit any material statements that should be included or referred to therein, and the description and summaries contained on the cover page and under the caption "TAX MATTERS" and in Appendix C accurately reflect the opinion of such counsel with respect to matters of New Jersey and Federal tax law applicable to the Series 2015 Bonds.

3. A certificate of County's Counsel (if any), dated the Closing Date, to the effect that:

(A) the County is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the Act, to adopt the Bond Legislation, to execute and deliver the County Documents and the Official Statement, and to issue the Series 2015 Bonds and apply the proceeds thereof pursuant to the Bond Legislation and the County Documents, and compliance with the provisions of each thereof will not conflict with or constitute a violation or breach of or default under any existing law or administrative rule or regulation, or, to the best of the knowledge of such counsel, any court order or decree, or any agreement, contract or other instrument to which the County is a party or is otherwise subject or bound;

(B) the Bond Legislation and any other resolutions of the County approving and authorizing the issuance and sale of the Series 2015 Bonds, the distribution of the Preliminary Official Statement and the execution and delivery of the County Documents and the Official Statement were duly adopted at one or more meetings of the County that were called and held pursuant to all applicable laws and regulations, and with all public notice required by all applicable laws and regulations and at which a quorum was present and acting throughout;

(C) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body pending, or, to the knowledge of such counsel, threatened against the County: (i) affecting the existence of the County or the titles of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Series 2015 Bonds or the levy or collection of any taxes to pay the interest on or the principal of the Series 2015 Bonds, (iii) in any way contesting or affecting the validity or enforceability of, or the power or authority of the County to issue, adopt, enter into or make provision for the payment of (as applicable), the Series 2015 Bonds, the Bond Legislation or the County Documents, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (v) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the County, or (vi) contesting the status of the interest on the Series 2015 Bonds as excludable from gross income for federal income tax purposes or contesting the status of the interest on the Series 2015 Bonds as exempt from any applicable state tax, as described in the Official Statement;

(D) all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the County of its obligations under the Bond Legislation, the County Documents and the Series 2015 Bonds have been duly obtained, except for: (i) such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Series 2015 Bonds and (ii) authorizations, approvals, consents and orders that are required to be obtained or renewed periodically, such as budgets, licenses and permits; and

(E) the information contained in the Preliminary Official Statement and the Official Statement under the caption "STATEMENT OF LITIGATION COUNTY COUNSEL" has been reviewed by such counsel and is correct in all material respects as of the respective dates of the Preliminary Official Statement and the Official Statement.

4. A certificate of the County, signed by one or more authorized officials of the County satisfactory to the Underwriters and dated the Closing Date, to the effect that:

(A) the representations and warranties of the County contained in the Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(B) the County has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing;

(C) no event affecting the County has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(D) the information contained in the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements or information contained therein in the light of the circumstances under which they were made, not misleading; and

(E) nothing has come to the attention of the County that would lead it to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. Written evidence that the rating on the Series 2015 Bonds by the applicable rating service, is in effect as of the Closing Date.

6. A certificate of an officer of the Bank, acceptable to the Underwriters, dated the Closing Date, to the effect that the County Documents and other financing or operative documents relating to the Series 2015 Bonds to which the Bank is a party have been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the County and the other parties thereto, constitute valid and binding

agreements of the Bank enforceable against the Bank in accordance with their terms; and an incumbency certificate of the Bank, in form and content acceptable to the Underwriters and Bond Counsel, dated the Closing Date, with respect to the officers or other signatories of the Bank who have executed and delivered the County Documents to which the Bank is a party, and all other financing or operative documents relating to the Series 2015 Bonds to be signed by the Bank, if any.

7. An Accountants' letter or letters, dated as of the Closing Date, in the form satisfactory to the Underwriters, each Underwriters' Counsel and Bond Counsel, consenting to references to such firms in the Official Statement and consenting to use in the Official Statement of the reports relating to the financial statements.

8. The Bond Legislation, certified as of the Closing Date.

9. A letter from a firm of certified public accountants, verifying the mathematical accuracy of the related schedules and computations with respect to the yield on the escrow securities and the availability of sufficient funds (including investment income) for payment of the obligations to be refunded.

10. A certificate, dated as of the Closing Date, of an authorized representative of the Financial Advisor to the County, consenting to the references to the Financial Advisor in the Preliminary Official Statement and the Official Statement; and, to the effect that the information contained in the Official Statement is accurate and did not as of its date and does not as of the Closing Date contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

11. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the County.

12. A Tax & Arbitrage Certificate.

13. All other approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction in any matter that constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the parties to the Bond Legislation and the Series 2015 Bonds, and the transactions contemplated hereby and thereby.

14. The respective opinion of each Underwriters' Counsel, each dated the date of Closing and addressed to the Underwriters, to the effect that, (A) they are of the opinion that the Series 2015 Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and that the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended, (B) the Continuing Disclosure Undertaking satisfies the requirements set forth in Section (b)(5) of Rule 15c 2-12, promulgated under the Securities Exchange Act of 1934, as amended and (C) nothing has come to its attention that would lead it to believe that, as of its date and as of the date hereof, the information contained in the Official Statement (except for the financial, demographic and statistical data included therein, and the statements contained in the Official Statement under the captions "BOOK-ENTRY-ONLY TRANSFER SYSTEM FOR THE BONDS", "COUNTY OF OCEAN", "OCEAN COUNTY UTILITIES AUTHORITY", "OTHER AUTHORITY AND FIRE DISTRICT DEBT", "STATEMENT OF

LITIGATION COUNTY COUNSEL", "TAX MATTERS" and "CONTINUING DISCLOSURE" (second and third paragraphs thereunder) and in Appendices A, B and C as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state a material fact required or necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

15. A copy of the Blanket Letter of Representations to DTC relating to the Series 2015 Bonds signed by the County.

16. The executed Escrow Deposit Agreement.

17. Such additional legal opinions, certificates, instruments and other documents as the Underwriters or Bond Counsel reasonably may request, in form and substance satisfactory to the Underwriters or Bond Counsel, as the case may be, to evidence (A) compliance by the County with legal requirements reasonably relating to the transactions contemplated by the Official Statement and the Agreement, (B) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and information contained in the Official Statement, (C) the truth and completeness, as of the time of the Closing, of the representations and warranties of the County contained in the Agreement and the certificates and other documents referred to in the Agreement, and (D) the due performance or satisfaction by the County at or prior to the Closing of all agreements then to be satisfied.

**Schedule V**

**List of Underwriters**

Citigroup Global Markets Inc.  
Wells Fargo Securities, LLC

## CERTIFICATE

I, Betty Vasil, Clerk of the Board of Chosen Freeholders of the County of Ocean, State of New Jersey, hereby certify the foregoing to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Ocean.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of the County this 15<sup>th</sup> day of July 2015.

---

Betty Vasil  
Clerk of the Board of Chosen Freeholders



## RESOLUTION

July 15, 2015

WHEREAS, on October 15, 2014, a resolution was adopted which awarded contract, B2014-121, for the furnishing and delivery of GOLF COURSE AND LANDSCAPING EQUIPMENT 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 (items No. 2f and 8) awarded to OCEAN COUNTY EQUIPMENT INC. DBA ACE OUTDOOR POWER EQUIPMENT were omitted from the Resolution: 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 and contract documents for the furnishing and delivery of GOLF COURSE AND LANDSCAPING EQUIPMENT for the County of Ocean, awarding Items No. 2f and 8 to OCEAN COUNTY EQUIPMENT, INC. DBA ACE OUTDOOR POWER EQUIPMENT the lowest qualified bidder.

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 Superintendent of Buildings & Grounds, County Director of Parks Department, County Road Supervisor, County Corrections Department and Ocean County Equipment Inc. DBA Ace Outdoor Power Equipment the successful bidder.

## **RESOLUTION**

July 15, 2015

WHEREAS, on July 2, 2014 the County of Ocean awarded contract B2014-74 to Trico Equipment Services, LLC.

WHEREAS, Trico Equipment Services, LLC was purchased by Groff Tractor of New Jersey, LLC.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY that the above contract with Trico Equipment Services, LLC be transferred to:

Groff Tractor New Jersey, LLC.

551 N. Harding Hwy.

Vineland, NJ 08360

and all other terms of the contract and resolution shall remain the same.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to, County Auditor, County Purchasing Agent, Department of Finance, Department of Parks and Recreation, Road Department, Solid Waste Management, Transportation Department, Vehicle Services and Groff Tractor New Jersey, LLC.

## **RESOLUTION**

July 15, 2015

WHEREAS, on August 20, 2014 the County of Ocean awarded contract B2014-99 to Trico Equipment Services, LLC.

WHEREAS, Trico Equipment Services, LLC was purchased by Groff Tractor of New Jersey, LLC.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY that the above contract with Trico Equipment Services, LLC be transferred to:

Groff Tractor New Jersey, LLC.

551 N. Harding Hwy.

Vineland, NJ 08360

and all other terms of the contract and resolution shall remain the same.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to, County Auditor, County Purchasing Agent, Department of Finance, Department of Parks and Recreation, Road Department, Solid Waste Management, Transportation Department, Vehicle Services and Groff Tractor New Jersey, LLC.

**RESOLUTION**

July 15, 2015

WHEREAS, on December 3, 2014 the County of Ocean awarded contract B2014-137 to Trico Equipment Services, LLC.

WHEREAS, Trico Equipment Services, LLC was purchased by Groff Tractor of New Jersey, LLC.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY that the above contract with Trico Equipment Services, LLC be transferred to:

Groff Tractor New Jersey, LLC.

551 N. Harding Hwy.

Vineland, NJ 08360

and all other terms of the contract and resolution shall remain the same.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to, County Auditor, County Purchasing Agent, Department of Finance, Department of Parks and Recreation, Road Department, Solid Waste Management, Transportation Department, Vehicle Services and Groff Tractor New Jersey, LLC.

RESOLUTION

**July 15, 2015**

BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, that the Director and Clerk of the Board are hereby authorized and directed to enter into a Shared Services Agreement between the County of Ocean and the Township of Barnegat for the Replacement of Barnegat Bridge, Structure No. 15-33001, carrying East Bay Avenue over Double Creek, Barnegat Township.

BE IT FURTHER RESOLVED that certified copies of this Resolution be sent to the County Engineer, the County Comptroller and the Township of Barnegat.

**RESOLUTION 2015-192**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING ACCEPTANCE AND EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF OCEAN**

**WHEREAS**, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township"), has been advised by the County of Ocean (the "County") of its desire to replace Barnegat Bridge Structure #15-33001, carrying East Bay Avenue over Double Creek (the "project"); and

**WHEREAS**, the Township owns and operates a Sanitary Sewer Force Main attached to Structure #15-33001; and

**WHEREAS**, As part of the project the County will need to replace the six (6") inch diameter force main which currently is attached to the bridge which will be replaced; and

**WHEREAS**, it is the Township's obligation to bear any and all responsibilities with regard to the replacement and/or repair of the sanitary sewer or water lines owned by the Municipality which are attached to the County Bridge; and

**WHEREAS**, the County has prepared and forwarded to the Township a Shared Services Agreement (the "Agreement") which has been reviewed by the Township Sewer and Water Attorney and found to be acceptable as to form and content; and

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

WHEREAS, a copy of the Agreement is on file at the Township Clerk and can be reviewed during normal business hours.

NOW, THEREFORE, BE IT RESOLVED, this \_1st\_ day of June, 2015, by the Township Committee of the Township of Barnegat, County of Ocean, State New Jersey, as follows:

1. The Township accepts the recommendations of the Township Sewer and Water Attorney and approved the Shared Services Agreement with the County of Ocean. A copy of the Shared Services Agreement is on file in the Office of the Township Clerk and can be reviewed during normal business hours.

2. The Township authorizes and directs the Mayor, Township Clerk and Township Administrator to execute any and all necessary documents in order to implement the intent of this Resolution.

3. A copy of this resolution shall be forwarded by the Township Clerk to the following:

- a. The Honorable Susan McCabe, Mayor;
- b. David Breeden, Township Administrator;
- c. John Hess, P.E.;
- d. Jerry J. Dasti, Esquire;

DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

520 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

CERTIFICATION

I, Michele Rivers, Municipal Clerk certify that the foregoing Resolution was duly adopted by the Township Committee of the Township of Barnegat at a regular meeting held on the \_8<sup>th</sup>\_ day of June, 2015, a quorum being present and voting in the majority.



Michele Rivers, RMC  
Municipal Clerk

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS  
Forked River, New Jersey 08731

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731



## RESOLUTION

**July 15, 2015**

**WHEREAS**, N.J.A.C. 16:47-6.5 (f) requires that a municipality or county which decides to proceed with the development of an Access Management Plan adopt a Resolution in accordance with the requirements of that section of the Administrative Code; and

**WHEREAS**, the County of Ocean agrees to enter into the joint planning process with the New Jersey Department of Transportation for the development of an Access Management Plan for Route 9 from Milepost 94.86 to 101.71, Toms River and Lakewood Townships; and

**WHEREAS**, the New Jersey Department of Transportation, in conjunction with the North Jersey Transportation Planning Authority, has requested that the County of Ocean participate in the joint development of an Access Management Plan for the Route 9 highway segment from Milepost 94.86 to 101.71, Toms River and Lakewood Townships; and

**WHEREAS**, the County of Ocean and the New Jersey Department of Transportation can work together for the development of an Access Management Plan to plan a future for the corridor in which forecasted development and traffic growth can be managed safely and with efficiency for that portion of Route 9 located from Milepost 94.86 to 101.71, Toms River and Lakewood Townships; and

**WHEREAS**, the County of Ocean wishes to adopt a Resolution in conformance with the requirements of N.J.A.C. 16:47-6.5 (f).

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

1. That the County of Ocean does hereby agree to enter into the joint planning process with the New Jersey Department of Transportation for the development of an Access Management Plan for this Route 9 highway segment.

2. That the County of Ocean does hereby designate John N. Ernst, Director of Engineering, as the primary contact person who shall be authorized to act on behalf of the County in regard to the development of the Access Management Plan.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be forwarded to the County Engineer; County Counsel; Andrew R. Swords, Director, Division of Statewide Planning, New Jersey Department of Transportation and the North Jersey Transportation Planning Authority.

**No Associated  
Documents**

**No Associated  
Documents**

**MOTION**  
**July 15, 2015**

**Motion approving the distribution of Requests for Proposals and/or Request for Qualifications for Professional Services and/or Extraordinary Unspecifiable Services and approving the selection criteria contained therein for the following projects in accordance with N.J.S.A. 19:44A-20.1.**

**Requests for Proposals/Qualifications**

**Banking and Investment Services - \$2,125,000.00 – College Capital Improvement Bonds Series 2015**

**Banking and Investment Services - \$1,600,000.00 – College Capital Improvement Bonds Series 2014**

**Banking and Investment Services – \$42,410,000.00 (estimate) – General Improvement Bonds Series 2015**

**Support Plan (Service and Maintenance) for Gas Chromatography/Mass Spectrometry**

# MEMORANDUM

RECEIVED

**To:** Members of the Board of Chosen Freeholders

**From:** Mary Ann Cilento, Assistant Administrative Analyst, Administrator's Office

**Date:** May 28, 2015

**Subject:** Summary of Pre-Board Meeting of May 27, 2015

**Copies to:** Michael J. Fiure, Acting County Administrator  
Betty Vasil, Clerk of the Board  
Keith J. Goetting, Director, Employee Relations

2015 JUN 29 P 12:16

CLERK OF THE BOARD  
OF CHOSEN FREEHOLDERS

Freeholder Director John C. Bartlett 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 John C. Bartlett, Jr.  
Freeholder Deputy Director Gerry P. Little  
Freeholder John P. Kelly  
Freeholder James F. Lacey  
Freeholder Joseph H. Vicari  
Mary Ann Cilento, Recording Secretary  
Betty Vasil, Clerk of the Board  
Keith J. Goetting, Director of Human Resources  
Frank Scarantino, County Engineer  
Julie N. Tarrant, Comptroller/CFO  
Christine Wioland, Deputy Clerk of the Board  
Donna Flynn, Director, Public Information  
John C. Sahradek, Jr., County Counsel

Freeholder Lacey announced the dates for the Household Hazardous Waste Program for 2015 which will begin on May 30, 2015 in Berkeley Township. The Freeholder noted that 300 people have registered already. A new contract has been awarded to Clean Venture for \$.40 per pound which is up approximately \$.02. The Freeholder noted that last year the County collected 284,000 pounds of hazardous waste from residents. Ernest Kuhlwein, Director of Solid Waste Management was in attendance and noted that the program is for residents, not businesses or government. Mr. Kuhlwein stated that the once a month collection is working very nicely.

Mr. Scarantino reviewed the items listed on the attached Engineering Department agenda. There were no questions or comments, and all items will be listed on the agenda for the June 3, 2015 Board meeting.

Freeholder Kelly requested that Mr. Scarantino give an update on the Signal Optimization Project along Hooper Avenue and Brick Boulevard. The Freeholder stated that the project started 15 months ago and is 75 percent federally funded which will redo the signals for increased traffic flow, approximately 17 to 18 percent quicker, and make it safer for pedestrians.

Mr. Scarantino provided a Power Point presentation, a copy of which is attached, for the Board regarding the traffic signal optimization project for 43 traffic signals. Mark Jehnke, Traffic Engineer for the County, was in attendance and noted that a study of the project area from Hooper Avenue to the Route 70 corridor in Brick was done to see what could be done to improve the traffic flow along this corridor. Mr. Jehnke stated that the project area is 8.8 miles long which includes Silverton, the heaviest traveled corridor in the County. The total project cost was \$271,309 and was funded by a federal Transportation Clean Air Measures Grant in the amount of \$217,047 with a 20 percent match (\$54,262) from the County. Mr. Jehnke noted that the project includes adjusting the timing on the signals to improve timing and coordinate the signals. Mr. Scarantino stated that the State is working on the same process to adjust timing along the Route 37 and Route 70 corridors. These adjustments to timing need to be longer for the road with more traffic. Mr. Scarantino noted that we are seeing an overall reduction in travel time along the Hooper Avenue to Route 70 corridor with the changes. Freeholder Kelly stated that these improvements are relieving congestion on a very congested corridor.

Freeholder Vicari expressed concerns on Hooper Avenue where the Target and Lowe's shopping center is located in Toms River. The Freeholder stated that if you leave the shopping center and want to go south, you can not. A left turn signal is needed. Freeholder Vicari stated that illegal left turns are being made at this location through the shopping center across the street. The Freeholder stated that if the developer redevelops the site, left turn lanes must be required. Mr. Scarantino stated that the developer would be required to pay his fair share at a future date if an application were received at the County.

Freeholder Lacey stated that the new improvements to Hooper Avenue at Ocean County College and at Fischer Boulevard have cut a whole signal of lights out and the new signals have cut down on backups. The Freeholder stated that his was a smart change in the traffic patterns.

Freeholder Kelly stated that this Board was able to obtain money from the NJ Transportation Authority for the NJDOT to do a study on Route 9. A meeting will be held on Friday that will include municipalities and the NJDOT in the Engineering Offices. Mr. Scarantino stated that Lakewood and Toms River met to set perimeters for the Scope of Work for an Access Management Plan for Route 9 controlling access points which he noted are critical. Mr. Scarantino stated that the goal is to identify short term improvements and to adopt a long term Access Management Plan. Freeholder Kelly stated that the NJDOT is

willing to make investments to Route 9 and the County continues to work with the NJDOT. The Freeholder noted two important issues that need to be addressed, how to ease congestion on Route 9 and how it should be developed in the future. The Freeholder stated that in the late 70's the State had a plan to widen Route 9 and any new development was required to provide an easement along Route 9; however, every time there was a new administration at the NJDOT plans changed and Route 9 remains the same as it was in 1929, the only change has been the increased capacity of Route 9.

Ms. Vasil reviewed the Clerk of the Board's agenda for the Board meeting of June 3, 2015. There were no questions or comments.

Director Bartlett asked the Board members for comments.

Freeholder Little stated that he represented the Board at several Memorial Day ceremonies this past weekend.

Freeholder Vicari noted that the Memorial Day weekend was successful for businesses. The Freeholder stated that the State kept its commitment on Route 37 and Route 70 and mowed the grass medians before the holiday weekend which gives businesses more incentive to keep their property clean.

There were no additional comments.

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

On a motion by Freeholder Lacey, seconded by Freeholder Vicari, the meeting moved to Closed Session at 4:50 PM for personnel discussion, appointments, reappointments, property acquisition and possible litigation. The motion was unanimously carried.

The meeting returned to Open Session at 5:04 PM. There being no further business, on a motion by Freeholder Kelly, seconded by Freeholder Vicari, the meeting adjourned at 5:05 PM.

/MAC



**REVISED – FINAL**

**ENGINEERING DEPARTMENT AGENDA**

Pre-Board Meeting of:

May 27, 2015

For Board Meeting of:

June 3, 2015

**RECOMMEND ADVERTISEMENT**

1. Reconstruction of East County Line Road (County Route 526) (Apple Street to Route 549), Phase III: Brook Road, Township of Lakewood

**MISCELLANEOUS**

1. Motion to acquire right-of-way and/or easement(s) by gift, purchase, exchange or condemnation for the Reconstruction of East Veterans Highway, Routes 527 and 528, Jackson Township (seven parcels).

## **MOTION**

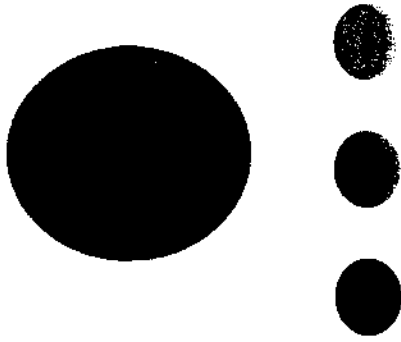
**May 27, 2015**

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

**PERSONNEL** – Leaves of absence, Change of position titles and update on filling Positions and Promotional Appointments;

**APPOINTMENTS AND REAPPOINTMENTS** – to the OC Commission for Individuals with Disabilities, OC PIC, Inc., and the OC Workforce Investment Board;

**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.**



# Traffic Signal Optimization Hooper Avenue & Brick Boulevard

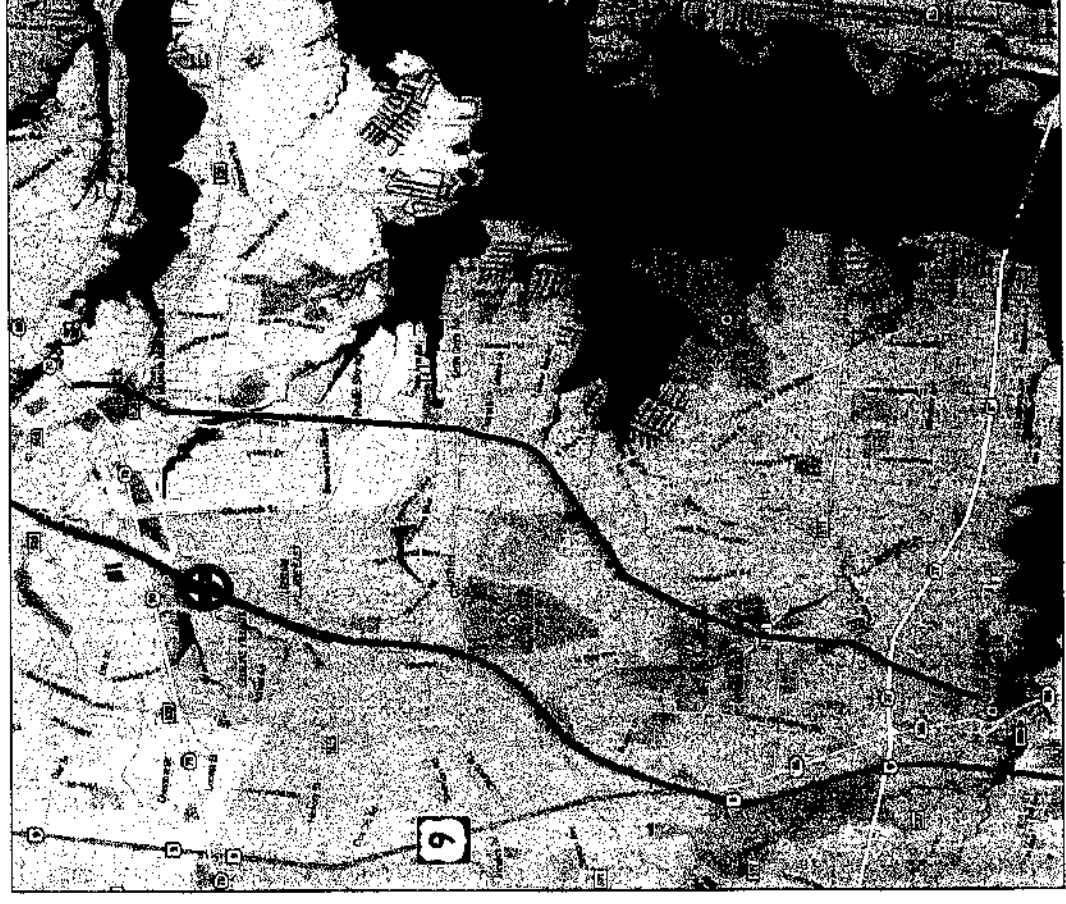
OCEAN COUNTY  
ENGINEERING DEPARTMENT  
May 27, 2015

**Presented By:**  
Mark F. Jehnke, P.E.  
Traffic Engineer

# ●●● | Project Area

- Hooper Ave. & Brick Blvd.
  - Water Street to Route 70
- 8.8 Miles
- 43 Signals within Study Area
  - 41 Ocean County
  - 2 NJ Department of Transportation
- AADT = 40,000+ Vehicles per Day

Begin  
RT70 & Brick Blvd  
(MP 3.51)



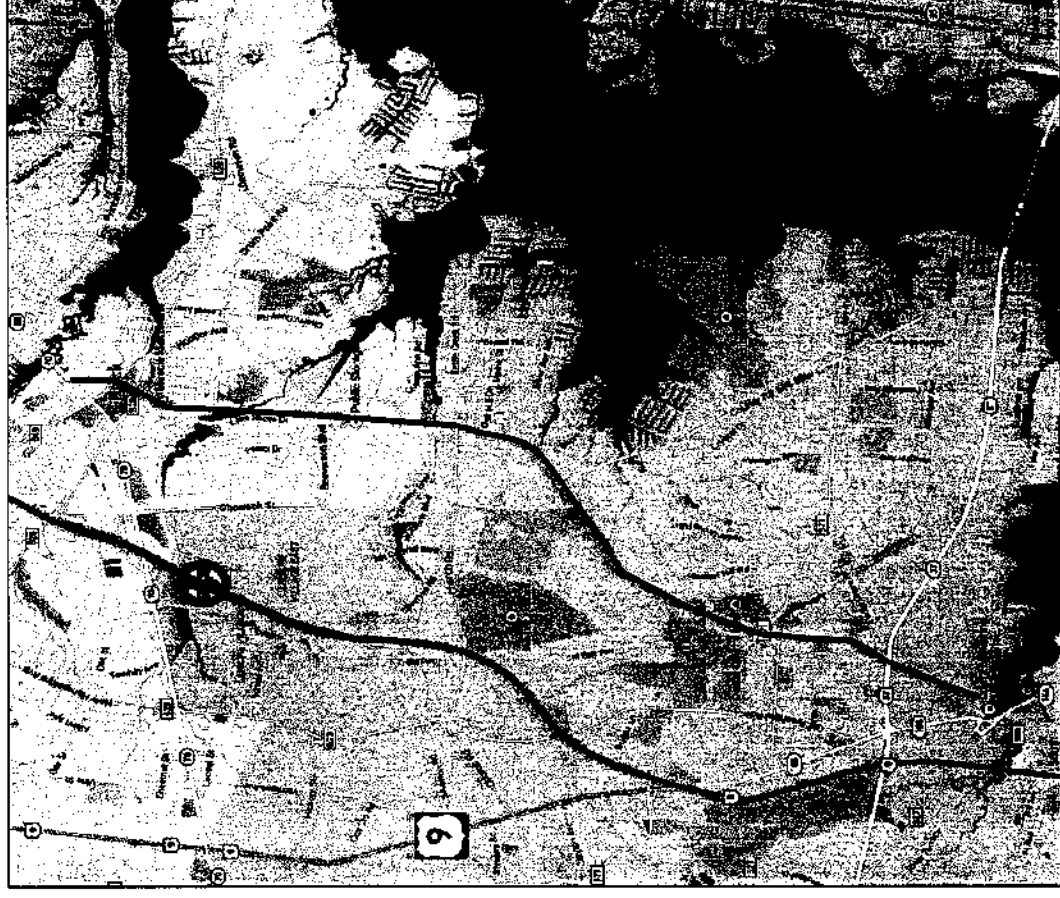
End  
Hooper Ave & Water St  
(MP 0.25)

# ●●● | Project Area

- Limited Opportunities to Add Additional Lanes:
  - Therefore, must optimize signal timing to gain maximum capacity
- Project Cost:
  - \$217,047 Federally Funded through the 2014 Transportation Clean Air Measures Grant (80%)
  - \$ 54,262 Ocean County Funds (20%)
  - \$271,309 TOTAL

End  
Hooper Ave & Water St  
(MP 0.25)

Begin  
RT70 & Brick Blvd  
(MP 3.51)



# ●●●|Project Goals

- Improve Safety
  - Updated Pedestrian Clearance Times
  - Updated Yellow and Red Clearance Times
- Decrease Delay Along Hooper Avenue and Brick Boulevard
- Reduce Congestion

# ••• | Data Collection

- Traffic Counts:
  - Turning Movement Counts (TMC) at Signalized Intersections
- Used **miovision** rethink traffic
  - Video Data Collection System
    - Advantages:
      - More Accurate
      - Verifiable
      - Cost Effective
      - Can View Recordings to Verify Traffic Model



# ••• | Data Collection

- Traffic Counts:
  - Turning Movement Counts (TMC) at Signalized Intersections
- Used **miovision** rethink traffic
  - Video Data Collection System
  - Advantages:
    - More Accurate
    - Verifiable
    - Cost Effective
    - Can View Recordings to Verify Traffic Model





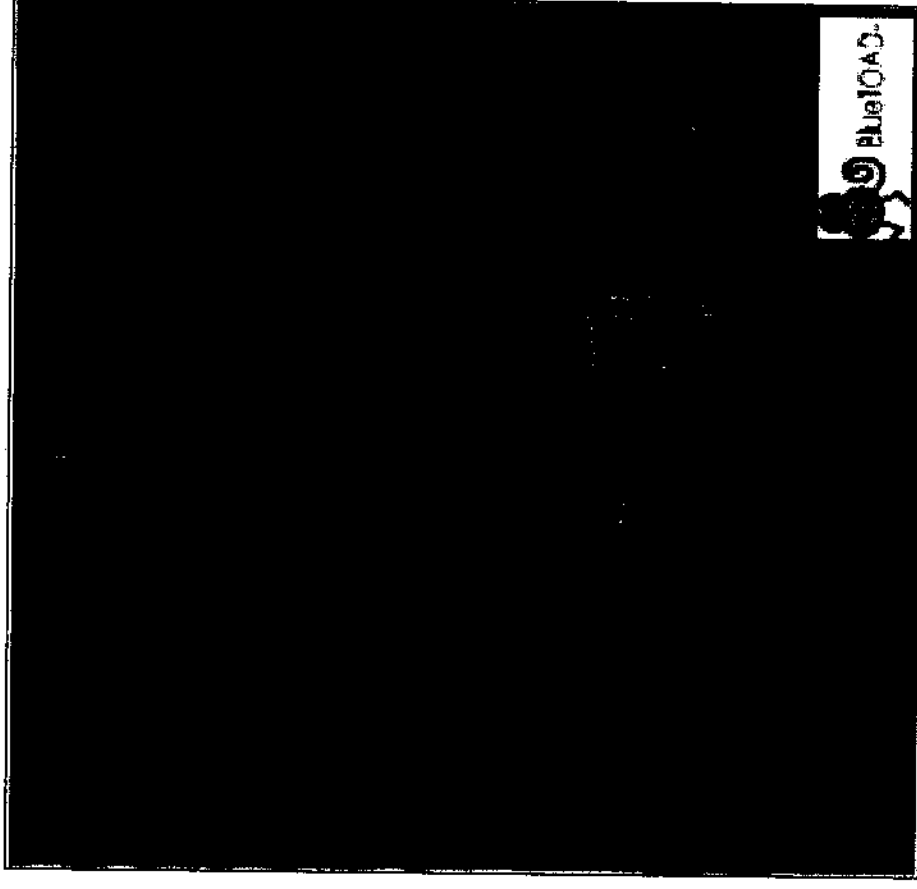
# ••• | Data Collection

- Traffic Counts:
  - Turning Movement Counts (TMC) at Signalized Intersections
- Used **miovision** rethink traffic
  - Video Data Collection System
    - Advantages:
      - More Accurate
      - Verifiable
      - Cost Effective
      - Can View Recordings to Verify Traffic Model



# ●●●|Data Collection

- Travel Time Data – Used 2 Systems:
  1. **BlueTOAD™** - (Bluetooth Travel-time Origination And Destination) Detection for Travel Times & Road Speeds.
    - Anonymously Tracks Bluetooth Devices Along Corridor in Vehicles (Phones, Cars, etc.)
    - 5 Units Placed on Signal Poles for 1½ Weeks



# ●●●|Data Collection

- Travel Time Data – Used 2 Systems:
  - 2. **GPS**
    - Technician with GPS Equipped Laptop Drives up and Down Corridor During Peak Hours
    - 2 Day Duration
    - Colors Indicate Level of Delay as a Percentage of Posted Speed Limit:
      - Dark Green > 90%
      - Light Green = 66% – 90%
      - Yellow = 33 – 90%
      - Red = 0 – 33%

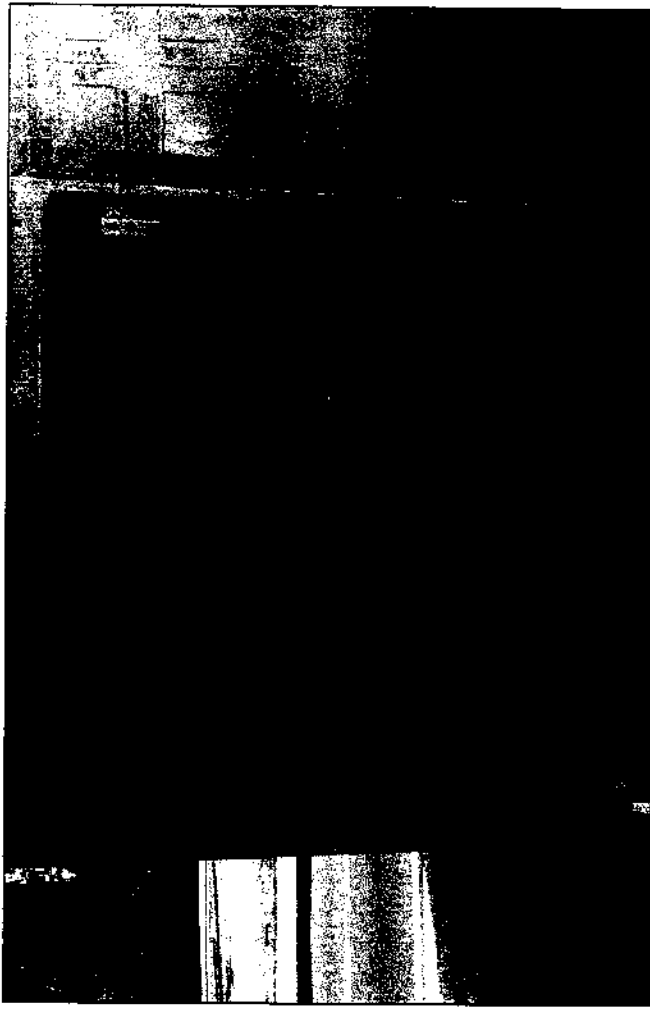


# Findings

- AM Peak
  - Lightest Volumes
- MID Peak
  - Much heavier than AM
  - Significant queuing SB at Kettle Creek Road
  - Extensive queuing at RT 37
- PM Peak
  - Heaviest Volumes
  - Kettle Creek Road SB queue through 2 upstream signals
  - Significant queuing SB at Fischer Blvd
  - Extensive queuing at RT 37

# ●●● Implementation

- 41 New Timings Bench-Tested and Installed by County Crews
- Commence Evaluation Phase, Timing Adjustments as Needed



# Pre and Post Travel Time Summary Comparison (GPS)

	Direction	Travel Time (min.)		Improvement	
		Pre	Post	Time (min)	%Difference
AM	SB	18.9	14.8	-4.1	-22%
	NB	19.5	17.2	-2.4	-12%
MID	SB	23.7	18.0	-5.7	-24%
	NB	25.1	20.5	-4.6	-18%
PM	SB	25.0	20.6	-4	-18%
	NB	25.5	20.9	-5	-18%

**No Associated  
Documents**



**COUNTY OF OCEAN**  
**DEPARTMENT OF FINANCE**

**RECEIVED**

2015 JUN 29 A 11:12

**JULIE N. TARRANT**  
County Comptroller & CFO

CLERK OF THE BOARD OF FREEHOLDERS  
ANTHONY A. ERNST  
Assistant Comptroller

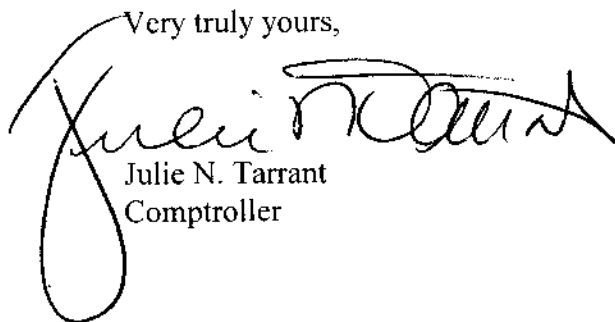
June 29, 2015

Board of Chosen Frecholders  
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 July 1, 2015. This is for the payroll period of June 4, 2015 through June 17, 2015 and for the payroll period June 18, 2015 through July 1, 2015. These payments were made in accordance with the Resolution passed by your Board on June 21, 1972.

Very truly yours,



Julie N. Tarrant  
Comptroller

JNTdmd  
Pay #15-13  
Pd. 07/01/2015



COUNTY OF OCEAN, NJ  
DEPARTMENT OF FINANCE  
MASTER PAYROLL CERTIFICATION

06/26/15

AMOUNT \$ 5,066,649.94

PERIOD FROM: June 4, 2015 TO: June 17, 2015  
FROM: June 18, 2015 TO: July 1, 2015

FUND	BANK #	CHECK #	AMOUNT
016	01	wire	4,387,553.38
630	24	24-	0.00
905	26	26-1880	4,800.96
209	67	67-1523	637,582.49
210	68	68-3147	31,900.48
207	73	73-1364	482.21
201	83	N/A	0.00
225	97	97-1417	4,330.42

Julie N. Tarrant being duly sworn according to law, upon her oath, depose and says that

the within County Payroll has been examined by her and has approved the amount of wages for each person as submitted by the various Department Heads.

  
Julie N. Tarrant Comptroller

Approved by the Board of Chosen Freeholders

\_\_\_\_\_  
Director



**COUNTY OF OCEAN**  
**DEPARTMENT OF FINANCE**

RECEIVED

2015 JUL 13 A 8:42

JULIE N. TARRANT  
County Comptroller & CFO

CATHY A. ERNST  
Assistant Comptroller

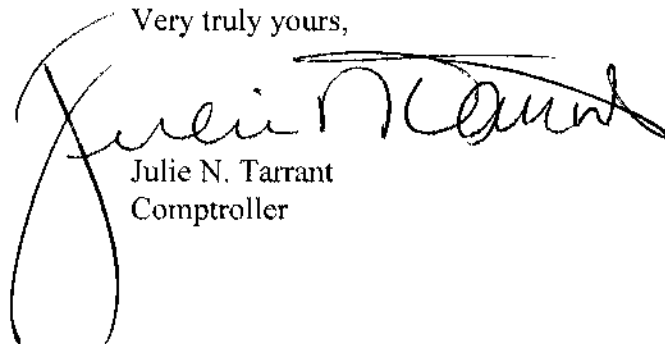
July 10, 2015

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 July 15, 2015. This is for the payroll period of June 18, 2015 through July 1, 2015 and for the payroll period July 2, 2015 through July 15, 2015. These payments were made in accordance with the Resolution passed by your Board on June 21, 1972.

Very truly yours,



Julie N. Tarrant  
Comptroller

JNTdmd  
Pay #15-14  
Pd. 07/15/2015

COUNTY OF OCEAN, NJ  
DEPARTMENT OF FINANCE  
MASTER PAYROLL CERTIFICATION

07/10/15

AMOUNT \$ 4,978,751.86

PERIOD                      FROM: June 18, 2015                      TO:     July 1, 2015  
                                    FROM: July 2, 2015                      TO:     July 15, 2015

FUND	BANK #	CHECK #	AMOUNT
016	01	wire	4,308,717.91
630	24	24-	0.00
905	26	26-1882	4,700.96
209	67	67-1527	651,670.22
210	68	68-3150	7,993.47
207	73	73-1366	658.65
201	83	N/A	0.00
225	97	97-1419	5,010.64

Julie N. Tarrant being duly sworn according to law, upon her oath, depose and says that

the within County Payroll has been examined by her and has approved the amount of wages for each person as submitted by the various Department Heads.

  
Julie N. Tarrant Comptroller

Approved by the Board of Chosen Freeholders

\_\_\_\_\_  
Director

MOTION

**July 15, 2015**

On motion duly made, seconded and carried, the plans and specifications for the **Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2015D** were approved and the proper officers of the Board were authorized and directed to advertise.

AMENDED  
MOTION

July 15, 2015

A motion adopted by the Board of Chosen Freeholders on June 3, 2015, is hereby amended to add a property owner's name to Parcel 2 as follows:

On motion duly made, seconded and carried, the County Engineer was authorized to acquire right-of-way and/or easement(s) by gift, purchase, exchange or condemnation for the Reconstruction of East Veterans Highway, Routes 527 and 528, Jackson Township.

from:

PARCEL 1

Paul T. Dombrowski and Jennifer A. Malik  
Being a P/O Lot 7, Block 15901  
Jackson Township

PARCEL 2

Carl H. and Bessie M. Reynolds and Matthew A. Reynolds  
Being a P/O Lot 8, Block 15901  
Jackson Township

PARCEL 3

Unknown Owner  
Being a Lot Gore between Lots 8 and 10, Block 15901  
Jackson Township

PARCEL 4

Pablo and Ivonne Milendez  
Being a P/O Lot 10, Block 15901  
Jackson Township

PARCEL 5

Verna Sprinkle  
Being a P/O Lot 11, Block 15901  
Jackson Township

PARCEL 6

James R. Johnson, Et als.  
Being a P/O Lot 12, Block 15901  
Jackson Township

PARCEL 7

James F. and Mary Ann Wright  
Being a P/O Lot 13, Block 15901  
Jackson Township

and County Counsel was authorized to prepare and record all necessary documents.

**No Associated  
Documents**

# RESOLUTION

July 15, 2015

**WHEREAS**, as a result of an engineering and traffic investigation it is deemed necessary to install a Traffic Signal at the intersection of County Road #88 (Airport Road) and County Road GSP Interchange 89 in the Township of Lakewood.

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

Pursuant to the provisions of Public Law 2008, Chapter 110, the following location(s) shall be controlled by a traffic control signal based on the designated traffic signal plan

## LOCATION

CR #88 (Airport Road)  
and GSP Interchange 89

## DESIGNATED PLAN

Plan #15 005 110  
Plan Sheet #208 of 981  
Dated May 2012

**BE IT FURTHER RESOLVED** that all former resolutions in conflict, or inconsistent with the provisions of this resolution are hereby repealed.

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be forwarded to the County Engineer and to the Clerk of the Township of Lakewood.

# R E S O L U T I O N

July 15, 2015

**WHEREAS**, as a result of an engineering and traffic investigation it was deemed necessary to revise the Traffic Signal at the intersection of County Road #5 (Cedar Bridge Road) and GSP Interchange 89 in the Township of Lakewood.

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

Pursuant to the provisions of Public Law 2008, Chapter 110, the following location(s) shall be controlled by a traffic control signal based on the designated traffic signal plan.

## LOCATION

CR #5 (Cedar Bridge Road)  
and GSP Interchange 89

## DESIGNATED PLAN

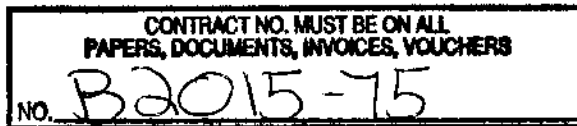
Plan #15 005 110  
Plan Sheet #208 of 981  
Dated May 2012

**BE IT FURTHER RESOLVED** that all former resolutions in conflict, or inconsistent with the provisions of this resolution are hereby repealed.

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be forwarded to the County Engineer and to the Clerk of the Township of Lakewood.



**No Associated  
Documents**



RESOLUTION

July 15, 2015

WHEREAS, on May 19, 2015, pursuant to legal advertisements therefore, sealed bids were received for the furnishing and delivery of VEHICLE LIFTING SYSTEMS for the County of Ocean; and

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

Name and Address of Bidder

First Choice Automotive Parts  
& Equipment, Inc.  
2212 Camplain Road  
Hillsborough, NJ 08844  
(908) 526-1500

S.A.R.  
111 E. Gloucester Pike  
Barrington, NJ 08007  
(800) 727-5438

Name and Address of Bidder

Stertil-Koni USA, Inc.  
200 Log Canoe Circle  
Stevensville, MD 21666  
(410) 643-9001

SEFAC, Inc.  
23 Fontana Lane, Suite 109  
Baltimore, MD 21237  
(443) 730-1023

; 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, FIRST CHOICE AUTOMOTIVE PARTS & EQUIPMENT, INC be accepted. Recommendation is made to reject Items No. 1, 1a and 1b, they 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. 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 VEHICLE LIFTING SYSTEMS for the County of Ocean, for the contract period from date of award through July 14, 2016 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. FIRST CHOICE AUTOMOTIVE PARTS & EQUIPMENT, INC. for one (1) item, to wit:

ITEM NO. 2.

2. Payments for the equipment 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. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2015-75.

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, Vehicle Services, and First Choice Automotive Parts & Equipment, Inc. the successful bidder.

✓ **ITEM #2 – FURNISH, DELIVER AND INSTALL A ROTARY SPO18 2-POST LIFT, AS SPECIFIED (NO SUBSTITUTIONS)**

This specification shall describe surface mounted two post lift rated at 18,000 lb. capacity. The lift shall be installed with all the proper shim kits and shall be installed by a Rotary authorized installer.

<u>The specifications shall meet or exceed the following:</u>	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
Symmetric Two Post Surface Mounted Frame Contact Lifts with Stack Adapters (NO SUBSTITUTIONS)	<u>X</u>	_____
Capacity: 18,000 lbs; 4500 lbs per arm	<u>X</u>	_____
Minimum Bay Requirements: Floor space 15 ft x 30 ft; Floor slab concrete 3000 psi- 4 ¼ inch minimum; 5-6 inch	<u>X</u>	_____
Ceiling Height Requirements: Standard model: 15 ft 1 inch	<u>X</u>	_____
Height to Top of Overhead Bar: Standard model adjustable 15 ft to 16 ft 6 inches	<u>X</u>	_____
Floor to Overhead Switch Bar: Standard model adjustable: 14 ft 5 inches to 15 ft, 11 inches	<u>X</u>	_____
Width Inside Columns: 120 inches	<u>X</u>	_____
Overall Width: 12 ft, 11 inches	<u>X</u>	_____
Drive Through Clearance at Tires: 105 ¾ inches	<u>X</u>	_____
Rise: Standard Models: 89 ½ inches from floor level to top of adapter fully extended	<u>X</u>	_____
Single Point Manual Controls: Manual Lock Release Electric Power Unit, UL201 Compliant, and Over Hydraulic Cylinder Drive: bio-fluid compatible. 2HP 208-230V 1 phase Motor 60Hz	<u>X</u>	_____
Arm Configurations: 2-Stage Arms with Flip Up Adapters: Front and Rear Arms: Minimum Reach 37 ½ inches- Maximum Reach 62 inches, Minimum Adapter Height 5 ¾ inches- Maximum Adapter Height 17 ½ inches from floor.	<u>X</u>	_____

✓ **ITEM #2 – FURNISH, DELIVER AND INSTALL A ROTARY SPO18 2-POST LIFT, AS SPECIFIED  
(NO SUBSTITUTIONS)**

**Certification:**

Lift shall be 3rd party certified by ETL testing laboratory and labeled with the ETL/Automotive Lift Institute (ALI) label that affirms the lifts meet conformance to all applicable provisions of American National Standard ANSI/ALI ALCTV-2006 and in compliance with IBC 2003, IBC 2006 chapter 30 section 3001.2.

**COMPLIANCE**  
**YES**                      **NO**

  b

Proposal for the furnishing, delivery and installation of **VEHICLE LIFTING SYSTEMS** for the County of Ocean.

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

( ) - YES ( ) - NO

**PRICE SCHEDULE**

- |    |  |   |   |    |                     |                     |
|----|--|---|---|----|---------------------|---------------------|
| 1. | Furnish, Deliver and Install a<br>Rotary Mach 418 Vehicle Lift<br>NO SUBSTITUTIONS | 1 | 2 | EA | <u>\$ 37,995.00</u> | <u>\$ 75,990.00</u> |
|----|--|---|---|----|---------------------|---------------------|

**LIFT:**

Year, Mfr., Model 2015, Rotary Lift, Mach 418w

Delivery, A.R.O. 10 weeks

Warranty 2 years parts, 1 year Labor

**OPTIONS:**

- |     |  |   |   |    |                  |                    |
|-----|--|---|---|----|------------------|--------------------|
| 1a. | High Efficiency LED Undercarriage<br>Lighting System, as Specified | 1 | 2 | EA | <u>\$ 495.00</u> | <u>\$ 990.00</u>   |
| 1b. | Five (5) Year Extended Warranty,<br>as Specified                   | 1 | 2 | EA | <u>\$ 625.00</u> | <u>\$ 1,250.00</u> |

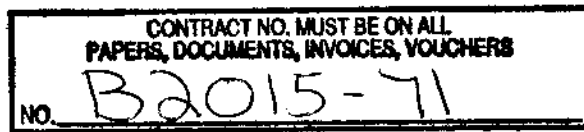
- |      |  |   |   |    |                     |                     |
|------|--|---|---|----|---------------------|---------------------|
| ✓ 2. | Furnish, Deliver and Install a<br>Rotary SPO18 2-Post Lift<br>NO SUBSTITUTIONS | 1 | 2 | EA | <u>\$ 13,995.00</u> | <u>\$ 27,990.00</u> |
|------|--|---|---|----|---------------------|---------------------|

**LIFT:**

Year, Mfr., Model 2015, Rotary Lift SPO18

Delivery, A.R.O. 10 weeks

Warranty 2 years parts, 1 year Labor



RESOLUTION

July 15, 2015

WHEREAS, on May 19, 2015, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of DEICING SALT for the County of Ocean; and

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

Name and Address of Bidder

Chemical Equipment Labs of DE, Inc.  
Walnut & Pine Street  
Marcus Hook, PA 19061  
(610) 497-9390

Morton Salt, Inc.  
123 N. Wacker Drive  
Chicago, IL 60606-1743  
(855) 665-4540

Cargill, Inc. -Deicing  
Technology Business Unit  
24950 Country Club Blvd., Suite #450  
North Olmsted, OH 44070  
(800) 600-7258

Name and Address of Bidder

Mid-Atlantic Salt, LLC  
PO Box 135  
Gladwyne, PA 19035  
(724) 287-0770

Dart Seasonal Products, Inc.  
2 Basile Court  
Woodmere, NY 11598  
(516) 569-7669

Atlantic Salt, Inc.  
134 Middle St, Ste 210  
Lowell, MA 01852  
(978) 453-4911

; 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, CHEMICAL EQUIPMENT LABS OF DE, INC. be accepted. Recommendation is also made to award a secondary contract to MID-ATLANTIC SALT, LLC. for \$75.90/ton as per page 20 of the Bid Specifications "AWARD OF BID".

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 Chemical Equipment Labs of DE, Inc., accepting their low bid for the furnishing and delivery of Deicing Salt for the County of Ocean, and a secondary contract with Mid-Atlantic Salt, LLC. for the contract period from date of award through July 14, 2016, 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. CHEMICAL EQUIPMENT LABS, INC. for one (1) item, to wit:

ITEM NO. 1.

This vendor has extended this contract to County Cooperative Contract System Participants.

- B. MORTON SALT, INC. for one (1) item, to wit:

ITEM NO. 1.

Secondary contract for \$75.90/ton as per page 20 of the bid specifications "AWARD OF BID".

This vendor has extended this contract to County Cooperative Contract System Participants.

2. Payments for the materials to be acquired by these contracts shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2015-71.

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, County Road Supervisor, and the successful bidders.



Proposal for the furnishing and delivery of DEICING SALT 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	Deicing Salt (Sodium Chloride)	35,000	TONS	\$69.85	\$2,444,750. <sup>00</sup>

Type of Salt (Rock or Solar) Halite

Source of Salt Brazil

Lead Time for Delivery 3 day A.R.O.

Terminal Location: Bristol, PA & Wilmington, DE

Terminal Phone Number 610-497-9390

Emergency Delivery Phone Number 610-937-2606

Proposal for the furnishing and delivery of DEICING SALT for the County of Ocean.

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

(☒) - YES      ( ) - NO

**PRICE SCHEDULE**

Item #	Description	Quantity	Unit	Unit Price	Total Price
✓1	Deicing Salt (Sodium Chloride)	35,000	TONS	<u>\$75.90/100</u>	<u>\$2,656,500.00/100</u>

Type of Salt (Rock or Solar) Rock and/or Solar

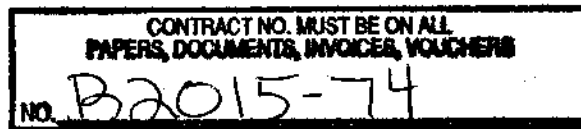
Source of Salt Egypt

Lead Time for Delivery 2 business days A.R.O.

Terminal Location Wilmington, Delaware

Terminal Phone Number 1-302-654-1217

Emergency Delivery Phone Number 215-431-7960 or 724-287-0770



RESOLUTION

July 15, 2015

WHEREAS, on May 19, 2015, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of VEHICLE COLLISION REPAIRS for the County of Ocean; and

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

Name and Address of Bidder

Maaco Collision Repair/  
J&R Rauf Ent. Inc.  
242 Dover Rd.  
S. Toms River, NJ 08757  
(732) 240-4626

Central Jersey Collision dba  
Elizabeth Truck Center  
878 North Ave.  
Elizabeth, NJ 07201  
(908) 355-9200

G.Y.O.F.B. Enterprises, Inc.  
286 Victory Rd.  
Howell, NJ 07731  
(732) 938-6100

Freehold Ford, Inc.  
3572 US Route 9  
Freehold, NJ 07728  
(732) 462-2982

Name and Address of Bidder

122 1ST Street Corporation  
Tilton Body Works  
122 First St.  
Lakewood, NJ 08701  
(732) 363-1303

Trawinco LLC dba  
Maaco Collision and Auto Painting  
1299 Route 88  
Lakewood, NJ 08701  
(732) 905-2999

South Jersey Truck Repairs, LLC  
500 Cenco Blvd.  
Clayton, NJ 08312  
(856) 442-0850

; 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, MAACO COLLISION REPAIR/J&R RAUF ENT. INC; 122 1ST STREET CORPORATION TILTON BODY WORKS; CENTRAL JERSEY COLLISION D/B/A ELIZABETH TRUCK CENTER; TRAWINCO LLC DBA MAACO COLLISION AND AUTO PAINTING; G.Y.O.F.B. ENTERPRISES, INC; SOUTH JERSEY TRUCK REPAIRS, LLC and FREEHOLD FORD, INC.

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

1. The Director and Clerk of this Board are hereby authorized and directed to enter into contracts, accepting bids for the furnishing and delivery of Vehicle Collision Repairs for the County of Ocean, for the contract period from date of award through July 14, 2017, a period of two (2) years 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. MAACO COLLISION REPAIR/J&R RAUF ENT. INC. for seven (7) items, to wit:

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

This vendor has extended this contract to County Cooperative Contract System Participants.

B. 122 1ST STREET CORPORATION TILTON BODY WORKS for twenty one (21) items, to wit:

ITEMS NO. 2a, 2b, 2c, 2d, 2e, 2f, 2g, 3a, 3b, 3c, 3d, 3e, 3f, 3g, 4a, 4b, 4c, 4d, 4e, 4f and 4g.

C. CENTRAL JERSEY COLLISION DBA ELIZABETH TRUCK CENTER for twenty one (21) items, to wit:

ITEMS NO. 2a, 2b, 2c, 2d, 2e, 2f, 2g, 3a, 3b, 3c, 3d, 3e, 3f, 3g, 4a, 4b, 4c, 4d, 4e, 4f and 4g.

This vendor has extended this contract to County Cooperative Contract System Participants.

D. TRAWINCO LLC DBA MAACO COLLISION AND AUTO PAINTING for seven (7) items, to wit:

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

This vendor has extended this contract to County Cooperative Contract System Participants.

E. G.Y.O.F.B. ENTERPRISES, INC. for seven (7) items, to wit:

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

This vendor has extended this contract to County Cooperative Contract System Participants.

F. SOUTH JERSEY TRUCK REPAIRS, LLC. for twenty eight (28) items, to wit:

ITEMS NO. 1a, 1b, 1c, 1d, 1e, 1f, 1g, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 3a, 3b, 3c, 3d, 3e, 3f, 3g, 4a, 4b, 4c, 4d, 4e, 4f and 4g.

This vendor has extended this contract to County Cooperative Contract System Participants.

G. FREEHOLD FORD, INC. for seven (7) items, to wit:

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

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 B2015-74.

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, Risk Management, Sheriff's Office, Transportation Services, Vehicle Services Department and the successful bidders.

Proposal for the furnishing and delivery of **VEHICLE COLLISION REPAIRS** for the County of Ocean.

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

☒ - YES      ( ) - NO

**PRICE SCHEDULE**

Item #	Description	Unit of Measure	Hourly Cost Per Hour
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**Automobile and Trucks (Class 3 Vehicles or Smaller <14,000 GVW)**

✓ 1a	Body Labor Rate	HR	\$ 37-
✓ 1b	Frame Labor Rate	HR	\$ 37-
✓ 1c	Paint Labor Rate	HR	\$ 37-
✓ 1d	Paint Materials	HR	\$ 20-
✓ 1e	Towing from Toms River, NJ	EA	\$ 50-
✓ 1f	Towing from Manahawkin, NJ	EA	\$ 100-

**TOTAL ITEM #1 (Add 1a, 1b, 1c, 1d, 1e, and 1f):** \$ 281-

✓ 1g Discount Percentage on Parts (NOT LESS THAN) 5 %

**Heavy Duty Trucks (Class 4 Vehicles or Larger >14,000 GVW)**

2a	Body Labor Rate	HR	\$
2b	Frame Labor Rate	HR	\$
2c	Paint Labor Rate	HR	\$
2d	Paint Materials	HR	\$
2e	Towing from Toms River, NJ	EA	\$
2f	Towing from Manahawkin, NJ	EA	\$

**TOTAL ITEM #2 (Add 2a, 2b, 2c, 2d, 2e and 2f):** \$

2g Discount Percentage on Parts (NOT LESS THAN) %

Proposal for the furnishing and delivery of **VEHICLE COLLISION REPAIRS** for the County of Ocean.

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

( ) - YES ( ) - NO

**PRICE SCHEDULE**

Item	Description	Unit	Price
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**Automobile and Trucks (Class 3 Vehicles or Smaller <14,000 GVW)**

1a	Body Labor Rate	HR	\$ 38
1b	Frame Labor Rate	HR	\$ 38
1c	Paint Labor Rate	HR	\$ 38
1d	Paint Materials	HR	\$ 22
1e	Towing from Toms River, NJ	EA	\$ N/C
1f	Towing from Manahawkin, NJ	EA	\$ 50

**TOTAL ITEM #1 (Add 1a, 1b, 1c, 1d, 1e, and 1f):** \$ 186.00

1g Discount Percentage on Parts (NOT LESS THAN) \_\_\_\_\_ %

**Heavy Duty Trucks (Class 4 Vehicles or Larger >14,000 GVW)**

✓ 2a	Body Labor Rate	HR	\$ 40
✓ 2b	Frame Labor Rate	HR	\$ 40
✓ 2c	Paint Labor Rate	HR	\$ 40
✓ 2d	Paint Materials	HR	\$ 22
✓ 2e	Towing from Toms River, NJ	EA	\$ 75
✓ 2f	Towing from Manahawkin, NJ	EA	\$ 125

**TOTAL ITEM #2 (Add 2a, 2b, 2c, 2d, 2e and 2f):** \$ 342.00

✓ 2g Discount Percentage on Parts (NOT LESS THAN) 7 %

**Equipment (Loaders, Backhoes, etc.)**

✓3a	Body Labor Rate	HR	\$	<u>40</u>
✓3b	Frame Labor Rate	HR	\$	<u>40</u>
✓3c	Paint Labor Rate	HR	\$	<u>40</u>
✓3d	Paint Materials	HR	\$	<u>20</u>
✓3e	Towing from Toms River, NJ	EA	\$	<u>125</u>
✓3f	Towing from Manahawkin, NJ	EA	\$	<u>150</u>

**TOTAL ITEM #3 (Add 3a, 3b, 3c, 3d, 3e and 3f):** \$ 415.00

✓3g Discount Percentage on Parts (NOT LESS THAN) 7 %

**Full Size Buses**

✓4a	Body Labor Rate	HR	\$	<u>40.00</u>
✓4b	Frame Labor Rate	HR	\$	<u>40.00</u>
✓4c	Paint Labor Rate	HR	\$	<u>40.00</u>
✓4d	Paint Materials	HR	\$	<u>22.00</u>
✓4e	Towing from Toms River, NJ	EA	\$	<u>75.00</u>
✓4f	Towing from Manahawkin, NJ	EA	\$	<u>125.00</u>

**TOTAL ITEM #4 (Add 4a, 4b, 4c, 4d, 4e and 4f):** \$ 342.00

✓4g Discount Percentage on Parts (NOT LESS THAN) 7 %

Proposal for the furnishing and delivery of **VEHICLE COLLISION REPAIRS** for the County of Ocean.

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

(☒) - YES      ( ) - NO

**PRICE SCHEDULE**

Item #	Description	Unit of Measure	Price
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**Automobile and Trucks (Class 3 Vehicles or Smaller <14,000 GVW)**

1a	Body Labor Rate	HR	\$ _____
1b	Frame Labor Rate	HR	\$ _____
1c	Paint Labor Rate	HR	\$ _____
1d	Paint Materials	HR	\$ _____
1e	Towing from Toms River, NJ	EA	\$ _____
1f	Towing from Manahawkin, NJ	EA	\$ _____

**TOTAL ITEM #1 (Add 1a, 1b, 1c, 1d, 1e, and 1f):** \$ \_\_\_\_\_

1g Discount Percentage on Parts (NOT LESS THAN) \_\_\_\_\_ %

**Heavy Duty Trucks (Class 4 Vehicles or Larger >14,000 GVW)**

✓2a	Body Labor Rate	HR	\$ <u>64.50</u>
✓2b	Frame Labor Rate	HR	\$ <u>64.50</u>
✓2c	Paint Labor Rate	HR	\$ <u>64.50</u>
✓2d	Paint Materials	HR	\$ <u>29.50</u>
✓2e	Towing from Toms River, NJ	EA	\$ <u>200.00</u>
✓2f	Towing from Manahawkin, NJ	EA	\$ <u>250.00</u>

**TOTAL ITEM #2 (Add 2a, 2b, 2c, 2d, 2e and 2f):** \$ 673.00

✓2g Discount Percentage on Parts (NOT LESS THAN) 11.0 %



**Equipment (Loaders, Backhoes, etc.)**

✓3a	Body Labor Rate	HR	\$ 64.50
✓3b	Frame Labor Rate	HR	\$ 64.50
✓3c	Paint Labor Rate	HR	\$ 64.50
✓3d	Paint Materials	HR	\$ 29.50
✓3e	Towing from Toms River, NJ	EA	\$ 200.00
✓3f	Towing from Manahawkin, NJ	EA	\$ 250.00

**TOTAL ITEM #3 (Add 3a, 3b, 3c, 3d, 3e and 3f):** \$ 673.00

✓3g Discount Percentage on Parts (NOT LESS THAN) 11.0 %

**Full Size Buses**

✓4a	Body Labor Rate	HR	\$ 64.50
✓4b	Frame Labor Rate	HR	\$ 64.50
✓4c	Paint Labor Rate	HR	\$ 64.50
✓4d	Paint Materials	HR	\$ 29.50
✓4e	Towing from Toms River, NJ	EA	\$ 200.00
✓4f	Towing from Manahawkin, NJ	EA	\$ 250.00

**TOTAL ITEM #4 (Add 4a, 4b, 4c, 4d, 4e and 4f):** \$ 673.00

✓4g Discount Percentage on Parts (NOT LESS THAN) 11.0 %

Proposal for the furnishing and delivery of **VEHICLE COLLISION REPAIRS** for the County of Ocean.

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

☒ - YES ( ) - NO

**PRICE SCHEDULE**

Item #	Description	Unit of Meas.	Labor Cost Per Hour
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**Automobile and Trucks (Class 3 Vehicles or Smaller <14,000 GVW)**

✓ 1a	Body Labor Rate	HR	\$ 35 -
✓ 1b	Frame Labor Rate	HR	\$ 35 -
✓ 1c	Paint Labor Rate	HR	\$ 35 -
✓ 1d	Paint Materials	HR	\$ 18 -
✓ 1e	Towing from Toms River, NJ	EA	\$ 50 -
✓ 1f	Towing from Manahawkin, NJ	EA	\$ 80 -

**TOTAL ITEM #1 (Add 1a, 1b, 1c, 1d, 1e, and 1f):** \$ 253 -

✓ 1g Discount Percentage on Parts (NOT LESS THAN) 10 %

**Heavy Duty Trucks (Class 4 Vehicles or Larger >14,000 GVW)**

2a	Body Labor Rate	HR	\$ No Bid
2b	Frame Labor Rate	HR	\$ No Bid
2c	Paint Labor Rate	HR	\$ No Bid
2d	Paint Materials	HR	\$ No Bid
2e	Towing from Toms River, NJ	EA	\$ No Bid
2f	Towing from Manahawkin, NJ	EA	\$ No Bid

**TOTAL ITEM #2 (Add 2a, 2b, 2c, 2d, 2e and 2f):** \$ No Bid

2g Discount Percentage on Parts (NOT LESS THAN) No Bid %

Proposal for the furnishing and delivery of **VEHICLE COLLISION REPAIRS** for the County of Ocean.

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

☒ - YES      ( ) - NO

**PRICE SCHEDULE**

**Automobile and Trucks (Class 3 Vehicles or Smaller <14,000 GVW)**

✓ 1a	Body Labor Rate	HR	\$ 36.
✓ 1b	Frame Labor Rate	HR	\$ 38.
✓ 1c	Paint Labor Rate	HR	\$ 38.
✓ 1d	Paint Materials	HR	\$ 18.
✓ 1e	Towing from Toms River, NJ	EA	\$ 60.
✓ 1f	Towing from Manahawkin, NJ	EA	\$ 90.

**TOTAL ITEM #1 (Add 1a, 1b, 1c, 1d, 1e, and 1f):** \$ 280

✓ 1g Discount Percentage on Parts (NOT LESS THAN) 8 %

**Heavy Duty Trucks (Class 4 Vehicles or Larger >14,000 GVW)**

2a	Body Labor Rate	HR	\$ N/A
2b	Frame Labor Rate	HR	\$ N/A
2c	Paint Labor Rate	HR	\$ N/A
2d	Paint Materials	HR	\$ N/A
2e	Towing from Toms River, NJ	EA	\$ N/A
2f	Towing from Manahawkin, NJ	EA	\$ N/A

**TOTAL ITEM #2 (Add 2a, 2b, 2c, 2d, 2e and 2f):** \$ N/A

2g Discount Percentage on Parts (NOT LESS THAN) N/A %

Proposal for the furnishing and delivery of **VEHICLE COLLISION REPAIRS** for the County of Ocean.

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

(☒) - YES      ( ) - NO

**PRICE SCHEDULE**



**Automobile and Trucks (Class 3 Vehicles or Smaller <14,000 GVW)**

✓1a	Body Labor Rate	HR	\$	35.00
✓1b	Frame Labor Rate	HR	\$	35.00
✓1c	Paint Labor Rate	HR	\$	35.00
✓1d	Paint Materials	HR	\$	16.00
✓1e	Towing from Toms River, NJ	EA	\$	175.00
✓1f	Towing from Manahawkin, NJ	EA	\$	150.00

**TOTAL ITEM #1 (Add 1a, 1b, 1c, 1d, 1e, and 1f):** \$ 446.00

✓1g Discount Percentage on Parts (NOT LESS THAN) 10 %

**Heavy Duty Trucks (Class 4 Vehicles or Larger >14,000 GVW)**

✓2a	Body Labor Rate	HR	\$	53.00
✓2b	Frame Labor Rate	HR	\$	53.00
✓2c	Paint Labor Rate	HR	\$	53.00
✓2d	Paint Materials	HR	\$	26.00
✓2e	Towing from Toms River, NJ	EA	\$	500.00
✓2f	Towing from Manahawkin, NJ	EA	\$	450.00

**TOTAL ITEM #2 (Add 2a, 2b, 2c, 2d, 2e and 2f):** \$ 1,135.00

✓2g Discount Percentage on Parts (NOT LESS THAN)

At Cost %  
what Dealer Charges

**Equipment (Loaders, Backhoes, etc.)**

✓3a	Body Labor Rate	HR	\$	53.00
✓3b	Frame Labor Rate	HR	\$	53.00
✓3c	Paint Labor Rate	HR	\$	53.00
✓3d	Paint Materials	HR	\$	26.00
✓3e	Towing from Toms River, NJ	EA	\$	500.00
✓3f	Towing from Manahawkin, NJ	EA	\$	450.00

**TOTAL ITEM #3 (Add 3a, 3b, 3c, 3d, 3e and 3f):** \$ 1,135.00

✓3g Discount Percentage on Parts (NOT LESS THAN)

At Cost %  
What Dealer Charges

**Full Size Buses**

✓4a	Body Labor Rate	HR	\$	53.00
✓4b	Frame Labor Rate	HR	\$	53.00
✓4c	Paint Labor Rate	HR	\$	53.00
✓4d	Paint Materials	HR	\$	26.00
✓4e	Towing from Toms River, NJ	EA	\$	500.00
✓4f	Towing from Manahawkin, NJ	EA	\$	450.00

**TOTAL ITEM #4 (Add 4a, 4b, 4c, 4d, 4e and 4f):** \$ 1,135.00

✓4g Discount Percentage on Parts (NOT LESS THAN)

At Cost %  
What Dealer Charges

Proposal for the furnishing and delivery of **VEHICLE COLLISION REPAIRS** for the County of Ocean.

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

(☒) - YES      ( ) - NO

**PRICE SCHEDULE**

**Automobile and Trucks (Class 3 Vehicles or Smaller <14,000 GVW)**

✓ 1a	Body Labor Rate	HR	\$	<u>42.00</u>
✓ 1b	Frame Labor Rate	HR	\$	<u>42.00</u>
✓ 1c	Paint Labor Rate	HR	\$	<u>42.00</u>
✓ 1d	Paint Materials	HR	\$	<u>23.00</u>
✓ 1e	Towing from Toms River, NJ	EA	\$	<u>50.00</u>
✓ 1f	Towing from Manahawkin, NJ	EA	\$	<u>75.00</u>

**TOTAL ITEM #1 (Add 1a, 1b, 1c, 1d, 1e, and 1f):** \$ 274.00

✓ 1g Discount Percentage on Parts (NOT LESS THAN) 20 %

**Heavy Duty Trucks (Class 4 Vehicles or Larger >14,000 GVW)**

2a	Body Labor Rate	HR	\$	<u>          </u>
2b	Frame Labor Rate	HR	\$	<u>          </u>
2c	Paint Labor Rate	HR	\$	<u>          </u>
2d	Paint Materials	HR	\$	<u>          </u>
2e	Towing from Toms River, NJ	EA	\$	<u>          </u>
2f	Towing from Manahawkin, NJ	EA	\$	<u>          </u>

**TOTAL ITEM #2 (Add 2a, 2b, 2c, 2d, 2e and 2f):** \$           

2g Discount Percentage on Parts (NOT LESS THAN)            %

## RESOLUTION

July 15, 2015

WHEREAS, on June 9, 2015, pursuant to legal advertisements therefor, no bids were received for the furnishing and delivery of OCEAN COUNTY HOUSEHOLD HAZARDOUS WASTE AND COUNTY DEPARTMENT WASTE NO. II for the County of Ocean; and

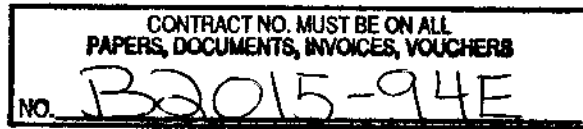
WHEREAS, no bids were received for items No. 3D and 3E, for the second time; and

WHEREAS, N.J.S.A. Chapter 40A: 11-5(3) provides that, in the event no qualified bids are received on two occasions, a governing body may enter into a negotiable 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 County Purchasing Agent is hereby authorized and directed to enter into negotiations leading to the furnishing and delivery of Ocean County Household Hazardous Waste and County Department Waste No. II Items No. 3D and 3E for the County of Ocean, this contract shall be in effect from date of award until May 19, 2016 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.

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 & Grounds, Central Supply Warehouse, County Clerk, Engineering, Fire/First Aid Training Center, Library, Parks Department, Planning Board, Printing and Graphic Arts, Prosecutor, Roads, Security, Sheriff's CIU, Sheriff's Emergency Management, Sheriff's Office, Solid Waste Management, Transportation Department and Vehicle Services.



RESOLUTION

July 15, 2015

WHEREAS, on July 7, 2015, pursuant to legal advertisements therefor, sealed bids were received for the STORMWATER MANAGEMENT CONTRACT 2015B, VARIOUS TOWNSHIPS, State of New Jersey; and

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

Name and Address of Bidder

Mathis Construction Company, Inc.  
1510 Route 539 Suite 1  
Little Egg Harbor, NJ 08087  
(609) 296-3728

Midlantic Construction LLC  
371 N. Main St.  
Barnegat, NJ 08005  
(732) 223-9393

Name and Address of Bidder

Pillari Bros. Construction Corp.  
65 Squankum Yellowbrook Rd.  
Farmingdale, NJ 07727  
(732) 938-4550

Compass Construction, Inc.  
PO Box 191  
New Egypt, NJ 08533  
(609) 286-2235

; and

WHEREAS, after the 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, according to specifications, namely that of, MATHIS CONSTRUCTION COMPANY, INC. be accepted for Stormwater Management Contract 2015B, Various Townships, 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 Mathis Construction Company, Inc. accepting their bid in the total amount of \$715,658.23 for Stormwater Management Contract 2015B, Various Townships, State of New Jersey, in accordance with plans and specifications prepared by the County Engineer. All work under this Contract shall be completed within **Sixty (60)** calendar days.

2. The Department of Finance has certified that funds are available in Account No. 402-185-C209 in the amount of \$80,542.58; Account No. 301-185-C311 in the amount of \$137,502.00 and Account No. 404-185-C311 in the amount of \$497,613.65 to cover this contract and the amount of the contract shall be encumbered against the said Appropriations.

3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2015-94E.

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; and
- d. County Engineer who shall see that the successful bidder enters into a proper contract for the faithful performance of their bid and that said contract is duly filed with the Clerk of this Board; and who shall see that the successful bidder furnishes to the County of Ocean a properly executed surety company bond for the faithful performance of their contract.

**No Associated  
Documents**

## RESOLUTION

July 15, 2015

**WHEREAS**, there exists a need to provide the Ocean County Medical Examiner's Office with certain medical testing and autopsy services; and

**WHEREAS**, the County of Ocean has publicly solicited a Request for Qualifications for such work in accordance with the requirements of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Community Medical Center, Inc. has responded to the Request for Qualifications and is willing to provide these services; and

**WHEREAS**, the Ocean County Medical Examiner and the Ocean County Consultant Review Committee have recommended that an Agreement be awarded to Community Medical Center, Inc. to provide these services for a term of twelve (12) months, effective August 1, 2015 through July 31, 2016 with a cost not to exceed \$115,000.00.

**WHEREAS**, funds in an amount not to exceed \$47,916.67 are available for August 1, 2015 through December 31, 2015 in account #016-286-4414 and the balance of \$67,083.33 shall be encumbered upon approval of the 2016 Temporary Budget and the 2016 Adopted Budget; and

**WHEREAS**, Community Medical Center, Inc. maintains and operates a general acute care hospital and as part of its services can provide the medical testing and autopsy services requested by the Medical Examiner in a prompt and efficient manner; and

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

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

1. The Director and Clerk of the Board are hereby authorized and directed to execute an Agreement with Community Medical Center, Inc., 99 Highway 37 West, Toms River, New Jersey 08755 for the above-mentioned services.

2. The contract number shall be placed on all papers, documents, invoices and vouchers pertaining to this Agreement.

3. A fully executed copy of said Agreement shall be kept on file and available for inspection in the Office of the Clerk of the Board.

4. Certified copies of this Resolution shall be forwarded to Community Medical Center, Inc.; the Ocean County Department of Finance, the Ocean County Auditor, and Ocean County Counsel.

## RESOLUTION

July 15, 2015

**WHEREAS**, there exists a need to provide the Ocean County Medical Examiner's Office with virtual autopsy services on an as needed basis; and

**WHEREAS**, the County of Ocean has publicly solicited a Request for Qualifications for such work in accordance with the requirements of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Ocean Medical Imaging Center has responded to the Request for Qualifications and is willing to provide these services; and

**WHEREAS**, the Ocean County Medical Examiner and the Ocean County Consultant Review Committee have recommended that an Agreement be awarded to Ocean Medical Imaging Center to provide these services for a term of one year effective July 18, 2015 through July 17, 2016.

**WHEREAS**, all services to be provided under this Agreement shall be authorized by purchase order only and shall be approved by the Ocean County Department of Finance, who shall encumber said funds when the purchase order is issued; and

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

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

1. The Director and Clerk of the Board are hereby authorized and directed to execute an Agreement with Ocean Medical Imaging Center, 21 Stockton Drive, Toms River, New Jersey 08755 for the above-mentioned services.
2. The contract number shall be placed on all papers, documents, invoices and vouchers pertaining to this Agreement.
3. A fully executed copy of said Agreement shall be kept on file and available for inspection in the Office of the Clerk of the Board.
4. Certified copies of this Resolution shall be forwarded to Ocean Medical Imaging Center, the Ocean County Department of Finance, the Ocean County Auditor, and Ocean County Counsel.

## RESOLUTION

JULY 15, 2015

**WHEREAS**, there exists a need for a qualified vendor to provide Traumatic Loss Coalition Coordinator Services to Ocean County educational and child care institutions and support agencies along with children, adolescents, and adult residents in times of disaster, crisis and trauma; and

**WHEREAS**, the County of Ocean has publicly solicited a Request for Qualifications 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 Department of Human Services 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 Qualifications; and

**WHEREAS**, the Ocean County Department of Human Services and the Ocean County Consultant Selection Review Committee has recommended that an Agreement be awarded to **Karen Bright-Papeo**, 38 Roberta Drive Howell, New Jersey 07731, to provide such services, on an as needed basis for Fiscal Year July 15, 2015 thru June 30, 2016, as requested by the Ocean County Department of Human Services, as more specifically set forth in those Agreements; and

**WHEREAS**, funds for these services will be made available contingent upon the execution of an agreement with Rutgers University Behavioral Health Care Services for Traumatic Loss Coalitions for Youth Programs, the adoption of the 2015 County Budget, and receipt of appropriate grant funding; and

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

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

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Agreement with **Karen Bright-Papeo**, 38 Roberta Drive Howell, New Jersey 07731, for the provision Traumatic Loss Coalition Coordinator Services for Ocean County residents in need and Ocean County educational and child care institutions and support agencies as more specifically set forth in that Agreement.
2. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to this Agreement.
3. That funds not to exceed the amount of \$14,522.00, per grant receipt and term, shall be appropriated from the designated account, upon receipt of purchase order.
4. A certified copy of this Resolution, together with a copy of the Agreement executed by the parties, shall remain on file and be available for public inspection at the office of the Clerk of the Board of Chosen Freeholders.
5. A notice of this action shall be published once as required by law.
6. Certified copies of this Resolution shall be made available to:

Karen Bright-Papeo  
Ocean County Department of Human Services,  
Ocean County Comptroller,  
Ocean County Counsel.

## RESOLUTION

July 15, 2015

WHEREAS, there Ocean County Prosecutor has identified a need for expert witness testimony in the matter of State v. Alan Bienkowski; and

WHEREAS, the services required are specialized and qualitative in nature requiring specialized expertise, extensive training, educational background and proven reputation of the expert based upon the specific set of facts associated with this matter; and

WHEREAS, the specialized and qualitative nature of the services required cannot be described in written specifications; and

WHEREAS, a written proposal was received by the Ocean County Prosecutor's Office for expert forensic reports in this matter from V-Comm LLC, 2540 U. S. Hwy. 130, Suite 101, Cranbury, New Jersey 08512 in an amount not to exceed \$5,000.00; and

WHEREAS, the contract document will be the Purchase Order when issued by the Ocean County Department of Purchase, and shall be approved as to funds available by the Department of Finance; and

WHEREAS, this contract is awarded as an extraordinary unspecifiable 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 Ocean County Prosecutor is hereby authorized on behalf of the Board of Chosen Freeholders to enter into and execute an agreement with V-Comm - 2540 U.S. Hwy. 130, Suite 101, Cranbury, New Jersey 08512 in an amount not to exceed \$5,000.00.

2. This agreement is awarded in accordance with the provisions of NJSA 40A:11-5 of the Local Public Contracts Law which recognizes that extraordinary unspecifiable services, such as those required in connection with this agreement, are authorized by laws.

3. A notice of this action shall be published once as required by law.

4. A certified copy of this Resolution, together with a copy of the agreement executed by the parties.

5. A certified copy of this Resolution shall be forwarded to the County Comptroller, County Auditor, County Counsel, the Ocean County Prosecutor, Director of Management and Budget and to V-Comm LLC.



## RESOLUTION

July 15, 2015

WHEREAS, there Ocean County Prosecutor has identified a need for expert witness testimony in the matter of State v. Alan Bienkowski; and

WHEREAS, the services required are specialized and qualitative in nature requiring specialized expertise, extensive training, educational background and proven reputation of the expert based upon the specific set of facts associated with this matter; and

WHEREAS, the specialized and qualitative nature of the services required cannot be described in written specifications; and

WHEREAS, a written proposal was received by the Ocean County Prosecutor's Office for expert testimony in this matter from Forensic International Consultants LLC, 245 Higgins Road, Old Bridge, New Jersey 08857 in an amount not to exceed \$2,000.00; and

WHEREAS, the contract document will be the Purchase Order when issued by the Ocean County Department of Purchase, and shall be approved as to funds available by the Department of Finance; and

WHEREAS, this contract is awarded as an extraordinary unspecifiable 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 Ocean County Prosecutor is hereby authorized on behalf of the Board of Chosen Freeholders to enter into and execute an agreement with Forensic International Consultants LLC - 245 Higgins Road, Old Bridge, New Jersey 08857 in an amount not to exceed \$2,000.00.

2. This agreement is awarded in accordance with the provisions of NJSA 40A:11-5 of the Local Public Contracts Law which recognizes that extraordinary unspecifiable services, such as those required in connection with this agreement, are authorized by laws.

3. A notice of this action shall be published once as required by law.

4. A certified copy of this Resolution, together with a copy of the agreement executed by the parties.

5. A certified copy of this Resolution shall be forwarded to the County Comptroller, County Auditor, County Counsel, the Ocean County Prosecutor, Director of Management and Budget and to Forensic International Consultant LLC.

# RESOLUTION

July 15, 2015

**WHEREAS**, on January 21, 2015 the Ocean County Board of Chosen Freeholders awarded a contract to Long Beach Island Community Center, Inc. to provide services to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$359,156.00 is increased to the total amount of \$361,388.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 21, 2015 is now amended to increase their contract for services as follows:

Organization	Original Amount	Increase Amount	Decrease Amount	Revised Amount
Ocean Area Plan Grant 017-820-L004	\$145,644.00	\$0	(\$1.00)	\$145,643.00
State COLA 017-820-L036	\$30,078.00	\$0	\$0	\$30,078.00
Ocean Area Plan State 017-820-L006	\$111,525.00	\$0	(\$175.00)	\$111,350.00
Office of Senior Services 016-215-5058	\$71,909.00	\$0	\$0	\$71,909.00
Ocean Area Plan Grant 017-820-J004	<u>\$0</u>	<u>\$2,408.00</u>	<u>\$0</u>	<u>\$2,408.00</u>
<b>Total</b>	\$359,156.00	\$2,408.00	(\$176.00)	\$361,388.00

**BE IT FURTHER RESOLVED** that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC-2015-15.

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

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Long Beach Island Community Center, Inc.

# RESOLUTION

July 15, 2015

**WHEREAS**, on January 21, 2015 the Ocean County Board of Chosen Freeholders awarded a contract to Brick Township Senior Center and Outreach to provide services to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$25,000.00 is increased to the total amount of \$35,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 21, 2015 is now amended to increase their contract for services as follows:

<u>Organization</u>	<u>Original Amount</u>	<u>Increased Amount</u>	<u>Revised Amount</u>
State COLA 017-820-L036	\$9,573.00	\$0	\$9,573.00
Area Plan III-E State 017-820-L000	\$15,427.00	\$0	\$15,427.00
Area Plan III-E Admin. 017-820-J029	\$0	\$10,000.00	\$10,000.00
<b>Total</b>	\$25,000.00	\$10,000.00	\$35,000.00

**BE IT FURTHER RESOLVED**, that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC-2015-42.

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

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Brick Township Senior Center and Outreach.

# RESOLUTION

July 15, 2015

**WHEREAS**, on January 21, 2015 the Ocean County Board of Chosen Freeholders awarded a contract to Long Beach Island Community Center, Inc. to provide services to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$25,000.00 is increased to the total amount of \$35,095.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 21, 2015 is now amended to increase their contract for services as follows:

Organization	Original Amount	Increase Amount	Decrease Amount	Revised Amount
Area Plan IIIE State 017-820-L000	\$25,000.00	\$0	(\$595.00)	\$24,405.00
Area Plan IIIE State 017-820-J000	\$0	\$690.00	\$0	\$690.00
Area Plan IIIE Admin. 017-820-F029	\$0	\$495.00	\$0	\$495.00
Ocean Area Plan Grant 017-820-F004	\$0	\$1,357.00	\$0	\$1,357.00
Area Plan IIIE Admin. 017-820-H029	\$0	\$6,005.00	\$0	\$6,005.00
Ocean Area Plan Grant 017-820-H004	<u>\$0</u>	<u>\$2,143.00</u>	<u>\$0</u>	<u>\$2,143.00</u>
<b>Total</b>	\$25,000.00	\$10,690.00	(\$595.00)	\$35,095.00

**BE IT FURTHER RESOLVED** that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC-2015-16

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

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Long Beach Island Community Center, Inc.



# RESOLUTION

July 15, 2015

CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS  
NO. CC 2015-12

**WHEREAS**, on January 21, 2015 the Ocean County Board of Chosen Freeholders awarded a contract to Manchester Township Outreach to provide services to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$25,000.00 is increased to the total amount of \$35,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 21, 2015 is now amended to increase their contract for services as follows:

<b>Organization</b>	<b>Original Amount</b>	<b>Increased Amount</b>	<b>Revised Amount</b>
Area Plan III-E Admin. 017-820-J029	\$0	\$10,000.00	\$10,000.00
Area Plan III-E State 017-820-L000	\$25,000.00	\$0	\$25,000.00
<b>Total</b>	\$25,000.00	\$10,000.00	\$35,000.00

**BE IT FURTHER RESOLVED**, that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC-2015-12

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

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Manchester Township Outreach.

**RESOLUTION**

**July 15, 2015**

**WHEREAS**, on January 21, 2015 the Ocean County Board of Chosen Freeholders awarded a contract to Toms River Senior Center to provide services to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$58,940.00 is increased to the total amount of \$68,940.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 21, 2015 is now amended to increase their contract for services as follows:

<b>Organization</b>	<b>Original Amount</b>	<b>Increased Amount</b>	<b>Revised Amount</b>
Ocean Area Plan Grant 017-820-H004	\$0	\$9,033.00	\$9,033.00
State COLA 017-820-L036	\$54,982.00	\$0	\$54,982.00
Area Plan III-E State 017-820-L000	\$3,958.00	\$0	\$3,958.00
Area Plan IIIE Admin. 017-820-J029	\$0	\$967.00	\$967.00
<b>Total</b>	<b>\$58,940.00</b>	<b>\$10,000.00</b>	<b>\$68,940.000</b>

**BE IT FURTHER RESOLVED**, that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC-2015-14.

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

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Toms River Senior Center.

**RESOLUTION**  
**July 15, 2015**

**CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS**  
NO. CC 2014-157

**WHEREAS**, on December 17, 2014 the Ocean County Board of Chosen Freeholders awarded a contract to Community Services, Inc. of Ocean County to provide Congregate Meals to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$782,173.00 is increased to the total amount of \$794,565.00

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated December 17, 2014 is now amended to increase their contract for services as follows:

<b>Organization</b>	<b>Original Amount</b>	<b>Increase Amount</b>	<b>Decrease</b>	<b>Revised Amount</b>
Ocean Area Plan Grant 017-820-L004	\$433,898.00	\$515.00	\$0	\$434,413.00
USDA 017-820-L096	\$53,971.00	\$0	\$0	\$53,971.00
Office of Senior Services 016-215-5058	\$294,304.00	\$0	\$0	\$294,304.00
Ocean Area Comprehensive Plan 017-820-J005	\$0	\$11,877.00	\$0	\$11,877.00
<b>Total</b>	<b>\$782,173.00</b>	<b>\$12,392.00</b>	<b>\$0</b>	<b>\$794,565.00</b>

**BE IT FURTHER RESOLVED**, that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being **CC-2014-157.**

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

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Community Services, Inc. of Ocean County.

# RESOLUTION

July 15, 2015

**WHEREAS**, on January 21, 2015 the Ocean County Board of Chosen Freeholders awarded a contract to Lakewood Community Services, Corp. to provide Home Delivered Meals to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$201,700.00 is increased to the total amount of \$204,313.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 21, 2015 is now amended to increase their contract for services as follows:

Organization	Original Amount	Increase Amount	Decrease Amount	Revised Amount
Ocean Area Plan Grant 017-820-L004	\$145,000.00	\$0	(\$3,500.00)	\$141,500.00
Office of Senior Services 016-215-5058	\$30,000.00	\$0	\$0	\$30,000.00
USDA 017-820-L096	\$26,700.00	\$6,113.00	\$0	\$32,813.00
<b>Total</b>	\$201,700.00	\$6,113.00	(\$3,500.00)	\$204,313.00

**BE IT FURTHER RESOLVED** that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2015-24.

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

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Lakewood Community Services, Corp.



**RESOLUTION**

**July 15, 2015**

**WHEREAS**, on January 21, 2015 the Ocean County Board of Chosen Freeholders awarded a contract to Long Beach Island Community Center, Inc. to provide services to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$23,905.00 is decreased to the total amount of \$23,691.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 21, 2015 is now amended to decrease their contract for services as follows:

<b>Organization</b>	<b>Original Amount</b>	<b>Increase Amount</b>	<b>Decrease Amount</b>	<b>Revised Amount</b>
Social Service Block Grant 017-820-L028	\$18,101.00	\$0	(214.00)	\$17,887.00
SSBG Local Match 017-820-M028	\$5,804.00	\$0	\$0	\$5,804.00
<b>Total</b>	\$23,905.00	\$0	(\$214.00)	\$23,691.00

**BE IT FURTHER RESOLVED**, that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC-2015-17.

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

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Long Beach Island Community Center, Inc.

RESOLUTION

July 15, 2015

**WHEREAS**, on January 21, 2015 the Ocean County Board of Chosen Freeholders awarded a contract to Lakewood Community Services, Corp. to provide services to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$16,650.00 is decreased to the total amount of \$14,863.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 21, 2015 is now amended to decrease their contract for services as follows:

Organization	Original Amount	Increase Amount	Decrease Amount	Revised Amount
Ocean Area Plan Grant 017-820-L004	<u>\$16,650.00</u>	<u>\$0</u>	<u>(\$1,787.00)</u>	<u>\$14,863.00</u>
<b>Total</b>	\$16,650.00	\$0	(\$1,787.00)	\$14,863.00

**BE IT FURTHER RESOLVED** that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC2015-25.

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

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Lakewood Community Services, Corp.

RESOLUTION

July 15, 2015

**WHEREAS**, on January 21, 2015 the Ocean County Board of Chosen Freeholders awarded a contract to Ocean County Board of Social Services to provide services to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$78,009.00 is increased to the total amount of \$313,209.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated January 21, 2015 is now amended to increase their contract for services as follows:

<b>Organization</b>	<b>Original Amount</b>	<b>Increased Amount</b>	<b>Revised Amount</b>
SSBG Sandy Relief 017-820-H072	\$0.00	\$235,200.00	\$235,200.00
SHTP 017-820-L001	<u>\$ 78,009.00</u>	<u>0</u>	<u>\$ 78,009.00</u>
<b>Total</b>	<b>\$78,009.00</b>	<b>\$ 235,200.00</b>	<b>\$ 313,209.00</b>

**BE IT FURTHER RESOLVED**, that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC-2015-34.

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

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Ocean County Board of Social Services.

# RESOLUTION

July 15, 2015

**WHEREAS**, on December 17, 2014 the Ocean County Board of Chosen Freeholders awarded a contract to Community Services Inc. to provide Home Delivered Meals to the elderly of Ocean County; and

**WHEREAS**, as additional funds are available to increase these support services from accounts maintained by the Ocean County Office of Senior Services; and

**WHEREAS**, the original amount of the contract \$1,097,467.00 is increased to the total amount of \$1,347,467.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the contract dated December 17, 2014 is now amended to increase their contract for services as follows:

Organization	Original Amount	Increase Amount	Decrease Amount	Revised Amount
Ocean Area Plan Grant				
017-820-L004	\$307,674.00	\$0	\$0	\$307,674.00
State COLA				
017-820-L036	\$37,274.00	\$0	\$0	\$37,274.00
USDA/NSIP				
017-820-L096	\$66,120.00	\$0	\$0	\$66,120.00
Office of Senior Services				
016-215-5058	<u>\$686,399.00</u>	<u>\$250,000.00</u>	<u>\$0</u>	<u>\$936,399.00</u>
Total	\$1,097,467.00	\$250,000.00	\$0	\$1,347,467.00

**BE IT FURTHER RESOLVED** that the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said agreement, the number being CC-2014-156.

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

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the County Auditor, the Department of Finance, the Director of the Office of Senior Services and the Director of Community Services Inc.

**No Associated  
Documents**

## **RESOLUTION**

**July 15, 2015**

**BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that **MICHAEL BLATT, Lanoka Harbor** is hereby appointed as a new member of the **OCEAN COUNTY TRANSPORTATION ADVISORY COMMITTEE FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES** to fill the unexpired term of Marie-Elena Sodeikes, term to expire October 23, 2016.

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be made available to the Ocean County Transportation Advisory Committee for Senior Citizens and Persons with Disabilities and to the appointee.



## **RESOLUTION**

**July 15, 2015**

**BE IT RESOLVED** that the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that **ANDREW GREEN, Lakewood** is hereby appointed as a new member of the **LOCAL ADVISORY COMMITTEE ON ALCOHOLISM AND DRUG ABUSE (LACADA)** for a term of one (1) year, term to expire May 8, 2016.

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be made available to the Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) and to the appointee.

**RESOLUTION**

**July 15, 2015**

**BE IT RESOLVED** by the **BOARD OF CHOSEN FREEHOLDERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that **ELIZABETH A. VASIL** is hereby reappointed **CLERK OF THE BAORD OF CHOSEN FREEHOLDERS**, in accordance with N.J.S.A. 40A:9-26, for a term of three (3) years commencing on August 2, 2015.

**BE IT FURTHER RESOLVED** that the Freeholder Director is hereby authorized to execute an Employment Agreement, a copy of which shall be kept on file in the Office of the Clerk of the Board.

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be made available to the Ocean County Administrator, Director of Employee Relations, Ocean County Department of Finance and to the appointee.

**No Associated  
Documents**

**No Associated  
Documents**

**No Associated  
Documents**

**No Associated  
Documents**

**No Associated  
Documents**

**No Associated  
Documents**



**No Associated  
Documents**

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