



## Ocean County Board of Commissioners

OFFICE OF THE  
OCEAN COUNTY COMMISSIONERS

Director John P. Kelly  
Deputy Director Virginia E. Haines  
Commissioner Barbara Jo Crea  
Commissioner Gary Quinn  
Commissioner Joseph H. Vicari

101 Hooper Avenue  
Toms River, New Jersey  
08754-2191  
Tel: (732)929-2005  
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### Board Meeting Agenda

Date: August 17, 2022 - 4:00 PM

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

- A. CALL TO ORDER
- B. ROLL CALL
- C. STATEMENT Compliance with the Open Public Meetings Act
- D. THE PLEDGE OF ALLEGIANCE AND PRAYER
- E. PRESENTATION
  - 1. New Jersey State Association of Chiefs of Police to Ocean County Prosecutor Bradley D. Billhimer - Police Agency Re-Accreditation.
  - 2. Honoring Administrator Carl W. Block's 35 years of dedicated service to the County of Ocean.
  - 3. Honoring Stephen Scaturro as he retires from 16 years of dedicated service to the Ocean County Department of Consumer Affairs.
- F. ORDINANCE - ADOPTION
  - 1. ORDINANCE #2022-25 – An Ordinance appropriating the sum of \$500,000.00 from the Capital Improvement Fund for the Cost of Renovations, Replacements and Upgrades at Various Health Department Facilities, all in the County of Ocean, State of New Jersey.

2. ORDINANCE #2022-26 – An Ordinance appropriating the sum of \$5,000,000.00 from the Capital Improvement Fund for the Cost of the Design of the Courthouse Annex located in Toms River Township, County of Ocean, State of New Jersey.
3. ORDINANCE #2022-27 – An Ordinance appropriating the sum of \$4,000,000.00 from the Capital Improvement Fund for the Cost of Renovations and Upgrades to the Northern Resource Building located in Lakewood Township, County of Ocean, State of New Jersey.
4. ORDINANCE #2022-28 – An Ordinance appropriating the sum of \$250,000.00 from the Capital Improvement Fund for the Cost of Generator Installation and Upgrades for the County Mosquito Commission, located in the County of Ocean, State of New Jersey.
5. ORDINANCE #2022-29 – An Ordinance appropriating the sum of \$1,500,000.00 from the Capital Improvement Fund for the Cost of the Construction of a Salt Dome to be located in Lacey Township, County of Ocean, State of New Jersey.
6. ORDINANCE #2022-30 – An Ordinance appropriating the sum of \$1,000,000.00 from the Capital Improvement Fund for the Cost of Upgrades to the Northern Recycling Center located in Lakewood Township, County of Ocean, State of New Jersey.
7. ORDINANCE #2022-31 – An Ordinance appropriating the sum of \$1,500,000.00 from the Capital Improvement Fund for the Cost of Renovations, Replacements and Upgrades at the Brick Township Location of the County Vocational Technical School, all in the County of Ocean, State of New Jersey.

G. RESOLUTION - PUBLIC HEARING

1. Accepting the recommendation of the OC Natural Lands Trust Fund Advisory Committee to acquire property identified as Block 394, Lot 13.05, Township of Toms River, totaling approximately 1.03 acres located on Church Road, in an amount not to exceed \$150,000.00, plus up to \$550.00 for property tax adjustments.
2. Accepting the recommendation of the OC Natural Lands Trust Fund Advisory Committee to acquire property identified as Block 50, Lot 14 & Block 63, Lots 10, 10.05, 10.08 and 10.09, Borough of Tuckerton, totaling approximately 48.21 acres located on Route 9, in an amount not to exceed \$450,000.00, plus up to \$3,200.00 for property tax adjustments.
3. Accepting the recommendation of the OC Natural Lands Trust Fund Advisory Committee to accept the donation of property identified as Block 4320, Lot 6, Township of Lacey, totaling approximately 0.98 acres located near Lacey Road.

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

I. APPROVING AND RATIFYING THE EMERGENCY RENTAL ASSISTANCE PAYMENTS IN BILL COMMITTEE REPORT NO. ERA2-5.

J. AUTHORIZING ENGINEERING PAYMENTS TO CONTRACTORS AS LISTED BELOW:

1. EARLE ASPHALT COMPANY - Reconstruction and Resurfacing of Shorrock Street from Route 70 to Beaverson Boulevard, Brick and Lakewood Townships - Change Order #1, E-\$367.50, R-\$0.00. (B2021-07E)
2. MIDLANTIC CONSTRUCTION, LLC - Replacement of Bamber Bridge (Structure No. 1512-008), Lacey Road (C.R. 614) over the Middle Branch of Cedar Creek, Township of Lacey - Partial Estimate #6, \$392,015.67. (B2021-114E)
3. J.C. CONTRACTING, INC. - Reconstruction of the South Hope Chapel Road (C.R. 547) and Ridgeway Boulevard Signalized Intersection, Township of Manchester - Partial Estimate #1, \$117,124.43. (B2021-171E)
4. J.C. CONTRACTING, INC. - Construction of Traffic Signal at West County Line Road (C.R. 526) and Teaberry Court, Lakewood Township - Partial Estimate #1, \$111,073.71. (B2021-169E)
5. BLACK ROCK ENTERPRISES, LLC - Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2019C, No. II - Partial Estimate #4, \$583,497.66. (B2021-198E)
6. SEACOAST CONSTRUCTION, INC. - Stormwater Management Contract 2020C, Various Townships - Change Order #1, E-\$79,840.99, R-\$18,298.73. (B2021-48E)

#### K. RESOLUTIONS

1. Authorizing the Personnel Resolution.
2. Supporting Ducks Unlimited in their application to the National Oceanic and Atmospheric Administration (NOAA) for the Transformational Habitat Restoration and Coastal Resilience Grant program for the restoration and enhancement of the shoreline and interior marshes in and around Cattus Island County Park.
3. Accepting funding from the National Opioid Settlement Program.
4. Authorizing a Grant Application to the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General for the SFY2022 Governor Phil Murphy Budget - Operation Helping Hand Grant Program.
5. Authorizing a Grant Application to NJ TRANSIT for the FY2023 Senior Citizen and Disabled Resident Transportation Assistance Program.
6. Authorizing renewal of the Title IV-D Reimbursement Grant Agreement with the State of New Jersey, Division of Family Development, for the period of 10/1/2019 through 9/30/2020.
7. Amending a Resolution adopted on 6/1/2022 to reflect the application and acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY19 funding as being from the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, Division of Administration.
8. Authorizing the County to submit grant application materials to New Jersey Transit Corporation, for submission on the County's behalf to the Federal Transit Administration for the FY22 Passenger Ferry Grant Program for improvement and expansion of the existing service at the Tuckerton Seaport / Beach Haven Water Ferry.

9. Authorizing an Intergovernmental Agreement with the Borough of Beachwood to provide Schedule "C" Road Department services in an amount not to exceed \$122,000.00, Schedule "C" Engineering Department services in an amount not to exceed \$1,000.00, and Schedule "C" Vehicle Services Department services in an amount not to exceed \$1,000.00, for the period of 1/1/2022 through 12/31/2022.
10. Authorizing an Intergovernmental Agreement with the Borough of South Toms River to provide Schedule "C" Road Department services in an amount not to exceed \$20,000.00, Schedule "C" Engineering Department services in an amount not to exceed \$5,000.00, and Schedule "C" Vehicle Services Department services in an amount not to exceed \$1,000.00, for the period of 1/1/2022 through 12/31/2022.
11. Amending an Intergovernmental Agreement with the Township of Stafford to provide additional Schedule "C" Road Department services, an increase to the agreement in an amount not to exceed \$100,000.00.
12. Authorizing an Agreement with the U.S. Fish & Wildlife Service to provide services necessary to address an urgent flooding issue in an area that includes the Federally threatened Swamp Pink, in the Township of Toms River, at no cost to the County.
13. Rescinding a Resolution adopted on 6/16/2021 authorizing a Memorandum of Understanding between the New Jersey Department of the Community Affairs and the County for sharing information concerning COVID – Emergency Rental Assistance.
14. Authorizing a modification to the OC First Time Homebuyer Program, to include a new participant, as recommended by the Planning Director. (CC2022-85)
15. Amending a resolution adopted on 7/20/2022 due to a scrivener's error.
16. Authorizing the Issuance and Sale of the County of Ocean's General Improvement Bonds, Series 2022 authorized by Bond Ordinances heretofore adopted to finance various general improvements in the County of Ocean, and providing for the form, maturity dates and other details of said bonds.
17. Authorizing the Issuance and Sale of the County of Ocean's College Capital Improvement Bonds, Series 2022 authorized by a Bond Ordinance heretofore adopted to finance the Fiscal Year 2022 Capital Renewal and Replacement Facilities Project at Ocean County College in the County of Ocean, and providing for the form, maturity dates and other details of said bonds and designating a Paying Agent for said bonds.
18. Authorizing the sale of a vehicle, no longer needed for public use by the County of Ocean, to the Borough of South Toms River.
19. Adopting the amended OC Housing Rehabilitation Program Policy and Procedural Manual for the Community Development Block Grant (CDBG) and HOME Housing Rehabilitation Program, to reflect the increased grant subsidy to the CDBG Housing Rehabilitation Program.
20. Authorizing the revised Fee Schedule for "Out of County" participants of the OC Police Academy.
21. Authorizing the County Administrator to execute a Site Work Agreement with the New Jersey Department of Transportation for the proposed improvements to U.S. Route 9, Township of Toms River.

22. Authorizing the execution of a Sidebar Agreement with Office and Professional Employees International Union, Local 32, regarding Vehicle Services Supervisors.
23. Authorizing the execution of a Collective Negotiations Agreement with the OC Office of the Fire Marshal Local #98 F.M.B.A., for the period of 4/1/2022 through 3/31/2025.
24. Opposing New Jersey Division of Alcoholic Beverage Control's Special Conditions on Limited Brewery Licenses.
25. Authorizing the Release of Bonds for Road Opening Permits.

#### L. MOTIONS

1. Authorizing the Clerk of the Board to accept and/or record legal instruments.
2. Approving the Pre-Board Meeting Minutes of 6/29/2022.
3. Approving the Board Meeting Minutes of 7/6/2022.
4. Approving the Pre-Board Meeting Minutes of 7/13/2022.
5. Approving the Board Meeting Minutes of 7/20/2022.
6. Approving the Pre-Board Meeting Minutes of 7/27/2022.
7. Approving the distribution of Requests for Qualifications and/or Requests for Proposals as follows: 1) Nikon D5 Camera Upgrade for Existing DCS5 Alternative Light System.
8. Approving the plans and specifications and authorizing the County Engineer to advertise for the receipt of bids for the Improvements to Castlebuono Avenue from Hooper Avenue to Salerno Drive, Township of Toms River.
9. Approving the Master Payroll paid on 8/17/2022 for the payroll period of 7/21/2022 through 8/3/2022 and for the payroll period of 8/4/2022 through 8/17/2022, in the amount of \$6,195,763.56.

#### M. TRAFFIC SAFETY IMPROVEMENTS

1. Authorizing the installation of safety measures at the intersection of County Road #50 (East Bay Avenue) and Marsha Drive, Township of Stafford.
2. Authorizing the installation of safety measures at the intersection of County Road #16 (Route 622/Old Freehold Road/Cox Cro Road) and White Oak Bottom Road, Township of Toms River.
3. Authorizing a revision of the Traffic Signal at the intersection of County Road #8 (Commonwealth Boulevard) and Northhampton Boulevard (MAN-11), Township of Manchester.
4. Altering the establishment of No Passing Zones along County Road #8 (Princeton Avenue), Township of Brick.

5. Authorizing the alteration of Speed Zones along County Road #21 (Ocean Gate Drive), Borough of Ocean Gate.
6. Authorizing the alteration of Speed Zones along County Road #2 (Ocean Gate Avenue), Borough of Ocean Gate.
7. Authorizing the alteration of Speed Zones along County Road #13 (West Bayview Avenue, East Bayview Avenue and Chelsea Avenue), Borough of Ocean Gate.
8. Authorizing the alteration of Speed Zones along County Road #4 (West Long Branch Avenue and East Long Branch Avenue); County Road #6 (West Cape May Avenue and East Cape May Avenue); County Road #8 (Red Bank Avenue, Avene Avenue and Narragansett Avenue); County Road #10 (Avalon Avenue); County Road #12 (Asbury Avenue); County Road #14 (West Longport Avenue and East Longport Avenue); County Road #16 (West Atlantic Avenue and East Atlantic Avenue); County Road #18 (West Point Pleasant Avenue and East Point Pleasant Avenue); County Road #20 (Barnegat Avenue); County Road #22 (Anglesea Avenue) and County Road #24 (Lakewood Avenue), Borough of Ocean Gate.

#### N. BID AWARDS

1. Awarding a Contract for the furnishing and delivery of CONSULTING SERVICES FOR THE RETENTION OF CALEA STATE ASSOCIATION OF CHIEFS OF POLICE ACCREDITATION to The Rodgers Group, LLC, the sole qualified bidder. (B2022-98)
2. Awarding Contracts for the furnishing and delivery of FIXED HAMMERS, INSERTS, AND WEAR PARTS to Eagle Truck Equipment, Inc. and Komptech Americas, LLC, the lowest qualified bidders. No bids were received on Item Nos. 1, 2, 3 and 4. All no bid items will be rebid. (B2022-100)
3. Awarding Contracts for the furnishing and delivery of UNPAINTED SNOW FENCE AND DUNE GRASS to Chemung Supply Corp. and Coastal Transplants, Inc., the lowest qualified bidders. (B2022-101)
4. Awarding Contracts for the furnishing and delivery of TRAFFIC MARKING SUPPLIES AND GLASS BEADS to Ennis-Flint, Inc.; Garden State Highway Products, Inc.; Potters Industries, LLC; and Crown USA, Inc., the lowest qualified bidders. No bids were received on Item Nos. 1, 2, 3, 4, 13, 14, 17, 18, 19 and 20. All no bid items will be rebid. (B2022-103)
5. Awarding Contracts for the furnishing and delivery of VEHICLE LIFTING SYSTEM to First Choice Automotive Parts & Equipment, Inc. and Stertil-Koni USA, Inc., the lowest qualified bidders. (B2022-106)
6. Awarding a Contract for the furnishing and delivery of MAINTENANCE, PARTS, REPAIRS AND UPGRADES OF FUEL SYSTEMS to DeMaio's Incorporated, the lowest qualified bidder. (B2022-110)
7. Awarding Contracts for the furnishing and delivery of SOLAR POWERED MESSAGE SIGNS AND PORTABLE LIGHT TOWERS to Garden State Highway Products, Inc. and K. Moorea Co. LLC, the lowest qualified bidders. (B2022-111)
8. Awarding Contracts for the furnishing and delivery of CATCH BASIN BLOCKS to Extech Building Materials dba Liberty Building Products and Continental Hardware, Inc., the lowest qualified bidders. (B2022-116)

9. Amending a Resolution adopted on 6/15/2022 for the furnishing and delivery of SPECIALTY PAPER AND PAPER PRODUCTS NO. II, to reflect the County Purchasing Agent's authority to enter into a negotiated contract for Item No. 124.
10. Rescinding JANITORIAL SUPPLIES Item No. 64 from Quill, LLC, as the vendor is unable to honor their contract pricing. It will not be rebid. (B2022-81)
11. Awarding a Contract for the REPLACEMENT OF CURB AND SIDEWALK AT VARIOUS LOCATIONS IN OCEAN COUNTY, CONTRACT 2022 to A. Takton Concrete Corporation, the lowest qualified bidder, in the amount of \$781,325.00. (B2022-118E)
12. Amending a Resolution adopted on 7/20/2022 awarding the project entitled RECONSTRUCTION AND RESURFACING OF BROOKSIDE DRIVE FROM NJ STATE HIGHWAY NO. 37 EAST TO CEDAR GROVE ROAD, TOWNSHIP OF TOMS RIVER, NO. II, to reflect amended funding sources. (B2022-107E)
13. Amending a Resolution adopted on 6/1/2022 awarding the project entitled RECONSTRUCTION AND RESURFACING OF PORTIONS OF CERTAIN COUNTY ROADS, CONTRACT 2020C, to reflect amended funding sources. (B2022-82E)

#### O. CONTRACTS

1. Approving the designation of PFM Asset Management, LLC to provide Banking and Investment Services for the \$2,749,000.00 College Capital Improvement Bonds, Series 2022.
2. Approving the designation of OceanFirst Bank to provide Banking and Investment Services for the \$47,974,195.00 General Improvement Bonds, Series 2022.
3. Amending the award of an Extraordinary, Unspecifiable Services Contract with Engineering Systems, Inc. to provide additional expert witness consultation and reporting for the OC Prosecutor's Office, an increase to the contract in the amount of \$1,449.50. (P2022-80)
4. Authorizing a four (4) month extension to the Competitive Contract award with Ocean Partnership for Children, Inc., to provide Innovative Disability Services, for the period of 9/1/2022 through 12/31/2022. (CC2021-97)
5. Authorizing a one (1) year extension to the Competitive Contract award with GolfNow, LLC to provide the Ocean County Golf Course Online Tee Time Booking/Integrated Tee Sheet Service System, for the period of 9/4/2022 through 9/3/2023. (CC2019-120)
6. Awarding a Purchase Order to Owen, Little & Associates, Inc. to provide Land Surveying Services for the OC Natural Lands Trust Fund Program, in an amount not to exceed \$875.00. (QP2022-71)
7. Awarding a Purchase Order to Owen, Little & Associates, Inc. to provide Land Surveying Services for the OC Natural Lands Trust Fund Program, in an amount not to exceed \$875.00. (QP2022-71)
8. Awarding a Purchase Order to T&M Associates to provide Environmental Consulting Services to the OC Natural Lands Trust Fund Program, in an amount not to exceed \$2,000.00. (QP2022-111)

9. Awarding a Purchase Order to T&M Associates to provide Environmental Consulting Services to the OC Natural Lands Trust Fund Program, in an amount not to exceed \$7,400.00. (QP2022-111)
10. Awarding a Purchase Order to T&M Associates to provide Environmental Consulting Services to the OC Natural Lands Trust Fund Program, in an amount not to exceed \$2,000.00. (QP2022-111)
11. Awarding a Purchase Order to T&M Associates to provide Environmental Consulting Services to the OC Natural Lands Trust Fund Program, in an amount not to exceed \$4,000.00. (QP2022-111)
12. Amending the award of a Purchase Order to Remington & Vernick Engineers to provide additional Engineering Design Services for the OC Natural Lands Trust Fund Program, an increase to the contract in an amount not to exceed \$24,500.00. (QP2020-110)

P. APPOINTMENTS AND REAPPOINTMENTS

1. Appointing Mitch Bernstein, Waretown as a new member of the OC TOURISM BUSINESS ADVISORY COUNCIL, for an initial term to expire 9/30/2024.
2. Appointing Steven R. DelMaestro, M.D. to the position of Assistant OC Medical Examiner for a term of one (1) year, commencing on 8/1/2022 through 7/31/2023.
3. Reappointing David L. Fitzgerald to the position of Director of Transportation Services, for a term of three (3) years, term to expire 8/31/2025.
4. Appointing Edward J. McBride, Jr. to the position of Director of Consumer Affairs, for a term of three (3) years, terms to expire 8/31/2025.

Q. RECEIVED ITEMS

R. RESOLUTIONS FROM GOVERNING BODIES

1. OC Board of Health, Resolution No. 187(22) authorizing the Public Health Coordinator to waive the fee for the seasonal flu vaccinations for the 2022/2023 seasonal flu season.
2. OC Board of Health, Resolution No. 189(22) approving participation in the Clear the Shelter event, from 8/27/2022 through 8/31/2022.
3. OC Board of Health, Resolution No. 190(22) proclaiming the month of September 2022 as "National Alcohol and Drug Addiction Recovery Month - "Recovery is for Everyone: Every Person, Every Family, Every Community" in Ocean County.
4. OC Board of Health, Resolution No. 191(22) recognizing September 2022 as "National Preparedness Month" in Ocean County.
5. OC Board of Health, Resolution No. 192(22) proclaiming the month of September 2022 as "National Childhood Cancer Awareness Month".

6. OC Board of Health, Resolution No. 193(22) proclaiming the month of September 2022 as "National Childhood Obesity Awareness Month" in Ocean County.
7. OC Board of Health, Resolution No. 194(22) proclaiming the month of September 2022 as "Fruits and Veggies Month" in Ocean County.
8. OC Board of Social Services, Resolution No. 2022-07-02 declaring September 2022 as "Board and Care Recognition Month".
9. Cape May County, Resolution No. 479-22 supporting Assembly Concurrent Resolution No. 31 increasing the property tax deduction for veterans to \$1,000.00 and base future deductions on annual consumer price index increases.
10. Cape May County, Resolution No. 492-22 supporting the adoption of a Parent's Bill of Rights concerning the protection and education of our children.
11. Township of Toms River, Resolution L-July 27, 2022-19 supporting the acquisition of property designated as Block 394, Lot 13.05, in the Township of Toms River, by the OC Natural Lands Program for Open Space preservation.
12. Township of Plumsted, Resolution No. 2022-237 supporting Assembly Bill No. A3436, sponsored by Assemblyman Dancer, District 12.
13. Township of Plumsted, Resolution No. 2022-238 opposing Governor Murphy's proposed funding cuts to schools across the State.
14. Township of Plumsted, Resolution No. 2022-248 supporting Assembly Bill No. A2315, sponsored by Assemblyman Dancer, District 12.
15. Township of Plumsted, Resolution No. 2022-250 supporting Assembly Bill No. A3487, sponsored by Assemblyman Dancer, District 12.
16. Township of Mount Olive, Resolution No. 256-2022 opposing the New Jersey Division of Alcoholic Beverage Control's Special Conditions on Limited Brewery Licenses.

S. MINUTES AND MEETING NOTICES

1. OC Board of Health Meeting Minutes of 7/13/2022.
2. OC Planning Board Meeting Minutes of 7/20/2022.
3. OC Youth Services Commission Meeting Minutes of 4/7/2022.
4. OC Department of Transportation Services, 9/15/2022 Public Hearing Notice.
5. OC Mosquito Extermination Commission Meeting Minutes of 7/18/2022.

T. CORRESPONDENCE

1. Notice of Filing and Public Hearings, in the matter of the petition of Atlantic City Electric Company for approval of electric base rate adjustments pursuant to the PowerAhead Program (5/2022), BPU Docket No. ER22050323.

U. COMMISSIONER 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**



**Resolution**  
**County of Ocean**  
**Board of Commissioners**

Administration Building  
 Toms River, New Jersey

August 17, 2022

WHEREAS, CARL W. BLOCK has humbly and tirelessly served the residents of Stafford Township and Ocean County beginning his career in public service representing Stafford Township as Councilman and then Mayor for over 26 years; and

WHEREAS, in 2002, CARL BLOCK served as President of the NJ League of Municipalities, acting as a forceful advocate for New Jersey's municipalities. In 1995 and 2004, he was inducted into their Mayors' Hall of Fame as well as their Elected Officials Hall of Fame in 2005 as Mayor of Stafford Township; and

WHEREAS, CARL BLOCK also served as the Ocean County Deputy County Clerk and then County Clerk from 2003 to 2010 successfully overseeing the Presidential elections of 2003 and 2007; and

WHEREAS, in 2010, CARL began his service as Ocean County's longest serving Administrator, playing an integral role in advancing the policies and the beneficial programs and services of the Ocean County Board of Commissioners; and throughout his 12 years of service, ADMINISTRATOR BLOCK with the support of the Board of Commissioners navigated numerous challenges impacting Ocean County government; and

WHEREAS, with his proven leadership, ADMINISTRATOR BLOCK oversaw the monumental cleanup of Ocean County following the 2012 devastation from Superstorm Sandy which destroyed homes and infrastructure by working with federal, state and local agencies to rebuild; and

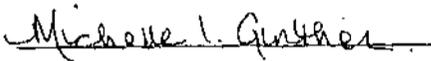
WHEREAS, ADMINISTRATOR BLOCK worked closely with the Commissioners, federal and state agencies during the coronavirus pandemic providing the needed resources to assist in assuring County services continued, including the availability and access to testing and vaccines; and

WHEREAS, ADMINISTRATOR BLOCK, tasked with leading almost 2,000 employees and overseeing a \$470 million budget in the second largest County in the state, has been instrumental in updating technology in the workplace, constructing a new jail, planning and constructing a new social services building, a courthouse annex and various upgrades to other County facilities; and

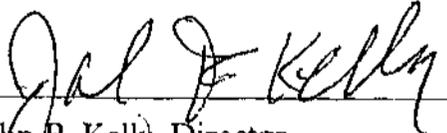
WHEREAS, ADMINISTRATOR BLOCK, from his time spent in the military through his position as County Administrator, has served the public proudly with integrity and dedication leaving an indelible mark on each public position he has held.

NOW, THEREFORE BE IT RESOLVED that the BOARD OF COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY hereby extends its deepest appreciation to CARL W. BLOCK for his 35 years of exemplary public service to the people of Ocean County and further offers best wishes in all his future endeavors.

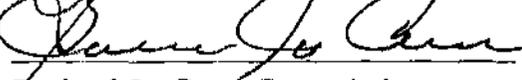
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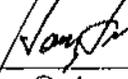
  
 Michelle I. Gunther  
 Clerk of the Board

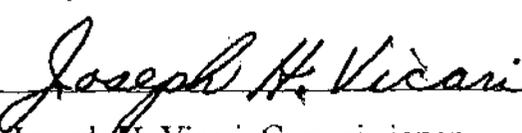


  
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**Resolution**  
**County of Ocean**  
**Board of Commissioners**

Administration Building  
Cams River, New Jersey

August 17, 2022

WHEREAS, STEPHEN SCATURRO has brought dedicated and experienced leadership to the county for 16 years as the Director of Consumer Affairs; and

WHEREAS, he has devoted his entire adult life to public service, joining the United States Army when he was only 17 years old and becoming a founding member of the Brick Township Police Department in 1966; and

WHEREAS, STEPHEN SCATURRO formally led the Brick Township Police Department's Detective Bureau, served 27 Years as a legislative aide to state Senators Andrew Ciesla and James Holzapfel and is a veteran of both the United States Army and the United States Air Force; and

WHEREAS, he served his community in various posts, including President of the Brick Township Chamber of Commerce and President of the Brick Township Rotary, where he was named Rotarian of the Year in 1997 and Brick Citizen of the Year in 2002; and

WHEREAS, STEPHEN SCATURRO was appointed Director of the Ocean County Department of Consumer Affairs in 2006, transforming the department from a small county agency to the leading County Consumer Affairs office in the state; and

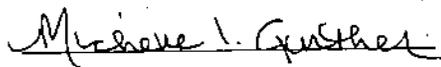
WHEREAS, he has worked closely with local police departments, the Ocean County Prosecutor's Office and the State Attorney General on numerous anti-fraud initiatives and worked with the Ocean County Office of Senior Services to protect the County's 200,000 older adults. He was recently recognized by the Attorney General of the State of New Jersey for his decades of dedicated service to the people of Ocean County; and

WHEREAS, STEPHEN SCATURRO worked tirelessly with small businesses, protecting the economy of Ocean County and helping Mom & Pop businesses thrive in all 33 municipalities and also recognized the importance of tourism, ensuring that seasonal businesses prospered; and

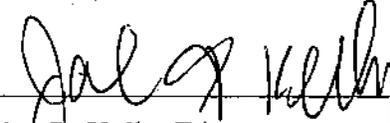
WHEREAS, he currently serves as the Vice President of the Ocean County Vocational Technical Schools Board of Education, is a member of the state Motor Vehicle Commission and previously served as Vice President of the New Jersey County and Municipal Consumer Affairs Agencies.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, extends its deepest appreciation and gratitude to STEPHEN SCATURRO for his dedication, leadership and years of service to the people of Ocean County; and further offers best wishes in his future endeavors as he retires after 16 years of service to Ocean County government.

Attest:

  
Michelle I. Gunther  
Clerk of the Board

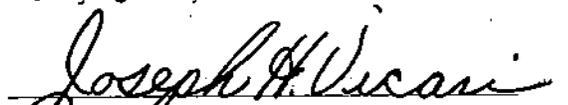


  
John P. Kelly, Director

  
Virginia E. Haines, Deputy Director

  
Barbara Jo Crea, Commissioner

  
Gary Quinn, Commissioner

  
Joseph H. Vicari, Commissioner

**No Associated  
Documents**

ORDINANCE #2022-25

AN ORDINANCE APPROPRIATING THE SUM OF \$500,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE COST OF RENOVATIONS, REPLACEMENTS AND UPGRADES AT VARIOUS HEALTH DEPARTMENT FACILITIES, ALL IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY.

WHEREAS, the Board of Commissioners of the County of Ocean recognizes the need for renovations, replacements and upgrades at various Health Department facilities, all 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 COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING), as follows:

SECTION 1: \$500,000 is hereby appropriated from the Capital Improvement Fund for the cost of renovations, replacements and upgrades at various Health Department facilities, all 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 Commissioners 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 Commissioners 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 Commissioners, the Clerk of the Board of Commissioners 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 Commissioners of the County of Ocean on August 17, 2022, 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.

MICHELLE I. GUNTHER, Clerk  
Board of Commissioners

JOHN C. SAHRADNIK  
County Counsel

ORDINANCE #2022-26

AN ORDINANCE APPROPRIATING THE SUM OF \$5,000,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE COST OF THE DESIGN OF THE COURTHOUSE ANNEX LOCATED IN TOMS RIVER TOWNSHIP, COUNTY OF OCEAN, STATE OF NEW JERSEY.

WHEREAS, the Board of Commissioners of the County of Ocean recognizes the need for the design of the Courthouse Annex located in Toms River Township, 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 COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING), as follows:

SECTION 1: \$5,000,000 is hereby appropriated from the Capital Improvement Fund for the cost of the design of the Courthouse Annex located in Toms River Township, 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 Commissioners 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 Commissioners 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 Commissioners, the Clerk of the Board of Commissioners 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 Commissioners of the County of Ocean on August 17, 2022, 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.

MICHELLE I. GUNTHER, Clerk  
Board of Commissioners

JOHN C. SAHRADNIK  
County Counsel

ORDINANCE #2022-27

AN ORDINANCE APPROPRIATING THE SUM OF \$4,000,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE COST OF RENOVATIONS AND UPGRADES TO THE NORTHERN RESOURCE BUILDING LOCATED IN LAKEWOOD TOWNSHIP, COUNTY OF OCEAN, STATE OF NEW JERSEY.

WHEREAS, the Board of Commissioners of the County of Ocean recognizes the need for renovations and upgrades to the Northern Resource Building located in Lakewood Township, 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 COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING), as follows:

SECTION 1: \$4,000,000 is hereby appropriated from the Capital Improvement Fund for the cost of renovations and upgrades to the Northern Resource Building located in Lakewood Township, 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 Commissioners 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 Commissioners 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 Commissioners, the Clerk of the Board of Commissioners 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 Commissioners of the County of Ocean on August 17, 2022, 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.

MICHELLE I. GUNTHER, Clerk  
Board of Commissioners

JOHN C. SAHRADNIK  
County Counsel

ORDINANCE #2022-28

AN ORDINANCE APPROPRIATING THE SUM OF \$250,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE COST OF GENERATOR INSTALLATION AND UPGRADES FOR THE COUNTY MOSQUITO COMMISSION, LOCATED IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY.

WHEREAS, the Board of Commissioners of the County of Ocean recognizes the need for generator installation and upgrades for the County Mosquito Commission, located 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 COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING), as follows:

SECTION 1: \$250,000 is hereby appropriated from the Capital Improvement Fund for the cost of generator installation and upgrades for the County Mosquito Commission, located 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 Commissioners 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 Commissioners 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 Commissioners, the Clerk of the Board of Commissioners 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 Commissioners of the County of Ocean on August 17, 2022, 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.

MICHELLE I. GUNTHER, Clerk  
Board of Commissioners

JOHN C. SAHRADNIK  
County Counsel

ORDINANCE #2022-29

AN ORDINANCE APPROPRIATING THE SUM OF \$1,500,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE COST OF THE CONSTRUCTION OF A SALT DOME TO BE LOCATED IN LACEY TOWNSHIP, COUNTY OF OCEAN, STATE OF NEW JERSEY.

WHEREAS, the Board of Commissioners of the County of Ocean recognizes the need for the construction of a salt dome to be located in Lacey Township, 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 COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING), as follows:

SECTION 1: \$1,500,000 is hereby appropriated from the Capital Improvement Fund for the cost of the construction of a salt dome to be located in Lacey Township, 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 Commissioners 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 Commissioners 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 Commissioners, the Clerk of the Board of Commissioners 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 Commissioners of the County of Ocean on August 17, 2022, 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.

MICHELLE I. GUNTHER, Clerk  
Board of Commissioners

JOHN C. SAHRADNIK  
County Counsel

ORDINANCE #2022-30

AN ORDINANCE APPROPRIATING THE SUM OF \$1,000,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE COST OF UPGRADES TO THE NORTHERN RECYCLING CENTER LOCATED IN LAKEWOOD TOWNSHIP, COUNTY OF OCEAN, STATE OF NEW JERSEY.

WHEREAS, the Board of Commissioners of the County of Ocean recognizes the need for upgrades to the Northern Recycling Center located in Lakewood Township, 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 COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING), as follows:

SECTION 1: \$1,000,000 is hereby appropriated from the Capital Improvement Fund for the cost of upgrades to the Northern Recycling Center located in Lakewood Township, 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 Commissioners 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 Commissioners 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 Commissioners, the Clerk of the Board of Commissioners 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 Commissioners of the County of Ocean on August 17, 2022, 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.

MICHELLE I. GUNTHER, Clerk  
Board of Commissioners

JOHN C. SAHRADNIK  
County Counsel

ORDINANCE #2022-31

AN ORDINANCE APPROPRIATING THE SUM OF \$1,500,000 FROM THE CAPITAL IMPROVEMENT FUND FOR THE COST OF RENOVATIONS, REPLACEMENTS AND UPGRADES AT THE BRICK TOWNSHIP LOCATION OF THE COUNTY VOCATIONAL TECHNICAL SCHOOL, ALL IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY.

WHEREAS, the Board of Commissioners of the County of Ocean recognizes the need for renovations, replacements and upgrades at the Brick Township location of the County Vocational Technical School, all 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 COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING), as follows:

SECTION 1: \$1,500,000 is hereby appropriated from the Capital Improvement Fund for the cost of renovations, replacements and upgrades at the Brick Township location of the County Vocational Technical School, all 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 Commissioners 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 Commissioners 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 Commissioners, the Clerk of the Board of Commissioners 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 Commissioners of the County of Ocean on August 17, 2022, 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.

MICHELLE I. GUNTHER, Clerk  
Board of Commissioners

JOHN C. SAHRADNIK  
County Counsel

**No Associated  
Documents**

RESOLUTION  
*August 17, 2022*

**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 Commissioners to review nominations to the program and forward recommendations for acquisition to the Board of Commissioners; and

**WHEREAS**, the Natural Lands Trust Fund Advisory Committee has received a nomination for the property identified as Block 394, Lot 13.05 in Toms River Township totaling approximately 1.03 acres located on Church Road; and

**WHEREAS**, one professional appraisal was authorized to determine the fair market value; and

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

**WHEREAS**, the County of Ocean would acquire the property for a purchase price not to exceed \$150,000.00; and

**WHEREAS**, a public hearing on the proposed acquisition was conducted by the Board of Commissioners on August 17, 2022 as required by PL 1997, c24.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS 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 acquire property identified as Block 394, Lot 13.05 in Toms River Township totaling approximately 1.03 acres located on Church Road.
2. It authorizes the expenditure for an acquisition price not to exceed \$150,000.00 plus up to \$550.00 for property tax adjustments as necessary from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.

**BE IT FURTHER RESOLVED THAT**

1. The proper officers of the Board are authorized and directed to sign all necessary documents in order to effectuate these purchases.
2. The purchase of the property is to be contingent upon the County's acquisition by purchase, deed or gift of the necessary rights-of-way along any County roads bordering the property as determined by the County Engineer.

RESOLUTION: *August 17, 2022*

3. The offices of Ocean County Counsel and County Administrative staff are hereby authorized to take all actions necessary to consummate this transaction and have the fully executed Deeds or Easements recorded in the County Clerk's Office.
4. In the event the seller(s) seek to claim a charitable contribution credit, the County Administrative staff may execute the completed IRS form 8283, confirm the sale to Ocean County.
5. The Township of Toms River has supported acquisition of this property by resolution.
6. Copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor; County Counsel; County Natural Lands Trust Fund Advisory Committee; the Township of Toms River; and the landowner.

RESOLUTION  
*August 17, 2022*

*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 Commissioners to review nominations to the program and forward recommendations for acquisition to the Board of Commissioners; and

*WHEREAS*, the Natural Lands Trust Fund Advisory Committee has received a nomination for the property identified as Block 50, Lot 14 & Block 63, Lots 10, 10.05, 10.08, 10.09 in Tuckerton Borough totaling approximately 48.21 acres located on Route 9; and

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

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

*WHEREAS*, the County of Ocean would acquire the property for a purchase price not to exceed \$450,000.00; and

*WHEREAS*, a public hearing on the proposed acquisition was conducted by the Board of Commissioners on August 17, 2022 as required by PL 1997, c24.

***NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS 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 acquire property identified as Block 50, Lot 14 & Block 63, Lots 10, 10.05, 10.08, and 10.09 in Tuckerton Borough totaling approximately 48.21 acres located on Route 9.
2. It authorizes the expenditure for an acquisition price not to exceed \$450,000.00 plus up to \$3,200.00 for property tax adjustments as necessary from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.

***BE IT FURTHER RESOLVED THAT***

1. The proper officers of the Board are authorized and directed to sign all necessary documents in order to effectuate these purchases.
2. The purchase of the property is to be contingent upon the County's acquisition by purchase, deed or gift of the necessary rights-of-way along any County roads bordering the property as determined by the County Engineer.

RESOLUTION: *August 17, 2022*

3. The offices of Ocean County Counsel and County Administrative staff are hereby authorized to take all actions necessary to consummate this transaction and have the fully executed Deeds or Easements recorded in the County Clerk's Office.
4. In the event the seller(s) seek to claim a charitable contribution credit, the County Administrative staff may execute the completed IRS form 8283, confirm the sale to Ocean County.
5. The Borough of Tuckerton has supported acquisition of this property by resolution #90-22
6. Copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor; County Counsel; County Natural Lands Trust Fund Advisory Committee; the Borough of Tuckerton; and the landowner.

RESOLUTION  
*August 17, 2022*

**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 Commissioners to review nominations to the program and forward recommendations for acquisition to the Board of Commissioners; and

**WHEREAS**, the Natural Lands Trust Fund Advisory Committee has received an offer for donation of property identified as Block 4320, Lot 6 totaling approximately 0.98 acres located near Lacey Rd. in Lacey Township; 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 public hearing on the proposed donation was conducted by the Board of Commissioners on August 17, 2022 as required by PL 1997, c24.

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

1. It accepts the recommendation of the Ocean County Natural Lands Trust Fund Advisory Committee to accept the donation of property identified as Block 4320, Lot 6 totaling approximately 0.98 acres located near Lacey Rd in the Lacey Township, plus up to \$2,900.00 for property tax adjustments as necessary from the Ocean County Natural Lands Trust Fund, Account No. 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 acceptance of the property is to be contingent upon the County's acquisition by purchase, deed or gift of the necessary rights-of-way along any County roads bordering the property as determined by the County Engineer.
3. The offices of Ocean County Counsel and County Administrative staff are hereby authorized to take all actions necessary to consummate this transaction and have the fully executed Deeds or Easements recorded in the County Clerk's Office.
4. The Township of Lacey has supported acquisition of this property.
5. Copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor; County Counsel; County Natural Lands Trust Fund Advisory Committee; the Township of Lacey; and the landowner.

BILL COMMITTEE REPORT  
COUNTY OF OCEAN  
SUMMARY OF VOUCHERS

SUMMARY OF BILLS

CERTIFICATE# 16

MASTER VOUCHER-CERTIFICATE FOR CERTIFICATION OF PAYMENT

I, THE UNDERSIGNED, DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION  
HAVE EXAMINED THE VOUCHERS SUBMITTED HERE WITHIN FOR THE PURPOSE  
OF RECOMMENDING TO THE OCEAN COUNTY BOARD OF COMMISSIONERS  
PAYMENT THEREOF ON 08/17/2022.

I, HEREBY CERTIFY THESE VOUCHERS, IN THE TOTAL AMOUNT OF \$22,910,055.42  
WHICH ARE CONTAINED IN THE ATTACHED REPORT, TO BE VALID CLAIMS, AND I  
RECOMMEND APPROVAL AND PAYMENT THEREOF.

---

VIRGINIA E. HAINES  
DEPUTY DIRECTOR

APPROVED

---

JOSEPH H. VICARI  
COMMISSIONER

---

JOHN P. KELLY  
DIRECTOR

---

GARY QUINN  
COMMISSIONER

ORDERED PAID

---

BARBARA JO CREA  
COMMISSIONER

---

MICHELLE I. GUNTHER  
CLERK OF THE BOARD  
BOARD OF COMMISSIONERS

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

**AUGUST 17, 2022**

**NOW, THEREFORE, BE IT RESOLVED BY THE OCEAN COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, THAT THE DIRECTOR IS HEREBY AUTHORIZED AND INSTRUCTED TO EXECUTE MASTER VOUCHER-CERTIFICATE #16 FOR CERTIFICATION OF SAID MASTER VOUCHER CONSISTING OF 94 PAGES WITH VOUCHERS TOTALING IN THE AMOUNT OF \$22,910,055.42 WHICH ARE DEEMED TO BE VALID CLAIMS AS RECOMMENDED BY THE DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION**

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

BILL COMMITTEE REPORT  
COUNTY OF OCEAN  
SUMMARY OF PAYMENTS  
BOARD MEETING OF AUGUST 17, 2022

SUMMARY OF BILLS

CERTIFICATE #ERA2-5

MASTER VOUCHER-CERTIFICATE FOR CERTIFICATION OF PAYMENT OF THE  
AUGUST 12, 2022 EMERGENCY RENTAL ASSISTANCE PAYMENTS.

I, THE UNDERSIGNED, DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION  
HAVE EXAMINED THE APPLICATIONS SUBMITTED HEREWITH FOR THE PURPOSE  
OF RECOMMENDING TO THE OCEAN COUNTY BOARD OF COMMISSIONERS  
RATIFICATION OF PAYMENT MADE ON AUGUST 12, 2022.

I HEREBY CERTIFY THESE APPLICATIONS FOR PAYMENT, IN THE TOTAL AMOUNT  
OF \$359,609.49 WHICH ARE CONTAINED IN THE ATTACHED REPORT, TO BE VALID  
CLAIMS, AND I RECOMMEND APPROVAL AND RATIFICATION OF THE PAYMENT.

\_\_\_\_\_  
VIRGINIA E. HAINES  
DEPUTY DIRECTOR

APPROVED

\_\_\_\_\_  
JOSEPH H. VICARI  
COMMISSIONER

\_\_\_\_\_  
JOHN P. KELLY  
DIRECTOR

\_\_\_\_\_  
GARY QUINN  
COMMISSIONER

ORDERED PAID

\_\_\_\_\_  
BARBARA JO CREA  
COMMISSIONER

\_\_\_\_\_  
MICHELLE I. GUNTHER  
CLERK OF THE BOARD  
BOARD OF COMMISSIONERS

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

**AUGUST 17, 2022**

**NOW, THEREFORE, BE IT RESOLVED BY THE OCEAN COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, THAT THE DIRECTOR IS HEREBY AUTHORIZED AND INSTRUCTED TO EXECUTE MASTER VOUCHER-CERTIFICATE FOR CERTIFICATION OF PAYMENT # ERA2-5 SAID MASTER VOUCHER, CONSISTING OF 4 PAGES WITH PAYMENTS TOTALING IN THE AMOUNT OF \$359,609.49 WHICH ARE DEEMED TO BE VALID CLAIMS AS RECOMMENDED BY THE CHIEF FINANCIAL OFFICER/DEPARTMENT OF FINANCE.**

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

**No Associated  
Documents**

R E S O L U T I O N

August 17, 2022

WHEREAS, Contract No. B2021-07E was entered into on January 20, 2021 with Earle Asphalt Company, Contractor, for work and services in relation to the Reconstruction and Resurfacing of Shorrock Street from Route 70 to Beaverson Boulevard, Brick and Lakewood Townships, 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. 422-185-X201-6800 in the amount of \$367.50.

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

1. The County Engineer is hereby authorized to issue Amendatory Contract and Change Order No. 1 to Earle Asphalt Company as follows: Extra Work Order in the amount of \$367.50 in connection with the project known as Reconstruction and Resurfacing of Shorrock Street from Route 70 to Beaverson Boulevard, Brick and Lakewood Townships, Ocean County, New Jersey.

2. The Director and Clerk of this Board are hereby authorized and directed to enter into an Amendatory Contract with Earle Asphalt Company to cover the Change Order No. 1.

3. A certified copy of this resolution shall be sent to the County Engineer, the County Treasurer, the County Auditor and Earle Asphalt Company.

R E S O L U T I O N

August 17, 2022

W H E R E A S, the BOARD OF COMMISSIONERS of the COUNTY OF OCEAN entered into an agreement July 21, 2021 with the Contractor, Midlantic Construction, LLC for work and services in relation to the Replacement of Bamber Bridge (Structure No. 1512-008), Lacey Road (C.R. 614) Over the Middle Branch of Cedar Creek, Township of Lacey, Ocean County, New Jersey; and

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

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 6 dated August 17, 2022 was finished in all respects in compliance with the plans and specifications, order and direction and other details, all in conformity with the said contract; and

W H E R E A S, the Partial Estimate No. 6 shows:

Total Cost of Construction:	\$2,112,162.17
Less 2% of Total:	\$42,243.24
	-----
Subtotal:	\$2,069,918.93
Less Partial Estimate #1:	\$371,883.53
Less Partial Estimate #2:	\$636,542.06
Less Partial Estimate #3:	\$171,158.21
Less Partial Estimate #4:	\$131,085.16
Less Partial Estimate #5:	\$367,234.30
Total Partial Payments Made to Date:	\$1,677,903.26
AMOUNT NOW DUE CONTRACTOR:	\$392,015.67

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 COMMISSIONERS 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 Commissioners of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of Three hundred ninety two thousand fifteen and 67/100 dollars (\$392,015.67) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 17, 2022

W H E R E A S, the BOARD OF COMMISSIONERS of the COUNTY OF OCEAN entered into an agreement on October 20, 2021 with the Contractor, J.C. Contracting, Inc. for work and services in relation to the Reconstruction of the South Hope Chapel Road (C.R. 547) and Ridgeway Boulevard Signalized Intersection, Township of Manchester, 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 August 17, 2022 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:	\$119,514.72
Less 2% of Total:	\$2,390.29
	-----
Subtotal:	\$117,124.43
 AMOUNT NOW DUE CONTRACTOR:	 \$117,124.43

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 COMMISSIONERS 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 Commissioners of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of One hundred seventeen thousand one hundred twenty four and 43/100 dollars (\$117,124.43) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 17, 2022

W H E R E A S, the BOARD OF COMMISSIONERS of the COUNTY OF OCEAN entered into an agreement on October 20, 2021 with the Contractor, J.C. Contracting, Inc. for work and services in relation to the Construction of Traffic Signal at West County Line Road (C.R. 526) and Teaberry Court, Lakewood Township, Ocean County, New Jersey; and

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

W H E R E A S, the County Engineer of the County of Ocean has duly certified to this Board that the work covered by said contract up to and including the extent shown on Partial Estimate No. 1 dated August 17, 2022 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:	\$113,340.52
Less 2% of Total:	\$2,266.81
	-----
Subtotal:	\$111,073.71
 AMOUNT NOW DUE CONTRACTOR:	 \$111,073.71

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 COMMISSIONERS 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 Commissioners of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of One hundred eleven thousand seventy three and 71/100 dollars (\$111,073.71) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 17, 2022

W H E R E A S, the BOARD OF COMMISSIONERS of the COUNTY OF OCEAN entered into an agreement November 17, 2021 with the Contractor, Black Rock Enterprises, LLC for work and services in relation to the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2019C, No. II, 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. 4 dated August 17, 2022 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. 4 shows:

Total Cost of Construction:	\$2,033,108.95
Less 2% of Total:	\$40,662.18 -----
Subtotal:	\$1,992,446.77
Less Partial Estimate #1:	\$ 217,688.46
Less Partial Estimate #2:	\$ 33,959.98
Less Partial Estimate #3:	\$1,157,300.67
Total Partial Payments Made to Date:	\$1,408,949.11
AMOUNT NOW DUE CONTRACTOR:	\$583,497.66

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 COMMISSIONERS 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 Commissioners of the County of Ocean.

2. The Department of Finance is hereby authorized and directed to pay said Contractor the amount of Five hundred eighty three thousand four hundred ninety seven and 66/100 dollars (\$583,497.66) which is the amount herein before shown to be presently due to said Contractor, in accordance with the certification thereof by the County Engineer to this Board.

R E S O L U T I O N

August 17, 2022

WHEREAS, Contract No. B2021-48E was entered into on March 17, 2021 with Seacoast Construction, Inc., Contractor, for work and services in relation to the Stormwater Management Contract 2020C, Various Townships, Ocean County, New Jersey; and

WHEREAS, during the course of construction minor modifications to contract quantities have become necessary to improve conditions and due to actual field measured conditions; 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. 301-185-X202-6800 in the amount of \$61,542.26.

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

1. The County Engineer is hereby authorized to issue Amendatory Contract and Change Order No. 1 to Seacoast Construction, Inc. as follows: Extra Work Order in the amount of \$79,840.99 and Reduction Order in the amount of \$18,298.73, in connection with the project known as Stormwater Management Contract 2020C, Various Townships, Ocean County, New Jersey.

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

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

**No Associated  
Documents**

**No Associated  
Documents**

## **RESOLUTION**

**August 17, 2022**

**WHEREAS**, on June 28, 2022 the National Oceanic and Atmospheric Administration (NOAA) released a notice of funding opportunity for Transformational Habitat Restoration and Coastal Resilience Grants under the Infrastructure Investment and Jobs Act (IIJA); and

**WHEREAS**, on January 21, 2020 the County entered into an agreement with DEP to receive a \$3,000,000 Water Quality Restoration grant for the Cattus Island Living Shoreline Restoration Project; and

**WHEREAS**, Ducks Unlimited, a 501(c)(3) nonprofit focused on wetlands conservation and restoration, has a history of working with Ocean County on wetlands restoration projects and has been participating in the Cattus Island Living Shoreline Restoration project; and

**WHEREAS**, Ducks Unlimited has approached the County about applying to NOAA's Transformational Habitat Restoration and Coastal Resilience Grant to expand and complement the ongoing Cattus Island Restoration project; and

**WHEREAS**, Ducks Unlimited would be the applicant for the grant funding and if awarded, the County would enter into an agreement with them for this work.

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

1. It hereby supports Ducks Unlimited in their application to NOAA for the Transformational Habitat Restoration and Coastal Resilience Grant for the restoration and enhancement of the shoreline and interior marshes in and around Cattus Island County Park.
  
2. It authorizes the Ocean County Parks and Planning Departments to prepare, submit, and revise such material as may be required to support the Ducks Unlimited proposal for the project under the Transformational Habitat Restoration and Coastal Resilience Grant.

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be made available to the County Administrator, County Finance Director, County Parks Director, County Planning Department, County Engineer, County Natural Lands Trust Fund Advisory Committee, Ducks Unlimited, and the National Oceanic and Atmospheric Administration.

## RESOLUTION

August 17, 2022

WHEREAS, on June 19, 2019, the Ocean County Board of Chosen Freeholders approved a Resolution authorizing a complaint be filed in the National Prescription Opiate Litigation multidistrict litigation; and

WHEREAS, nationwide settlements in the multidistrict litigation have been reached to resolve all opioid litigation against the three largest pharmaceutical distributors; and

WHEREAS, the Ocean County Department of Management and Budget has been notified that funds are available for the National Opioid Settlement Program; and

WHEREAS, the Ocean County Department of Management and Budget wishes to accept the grant funding derived from the settlement fund distribution payments provided by the Settling Distributors of the National Opioid Settlement Agreement (the "Agreement") and allocated by the Settlement Fund Administrators pursuant to the Agreement and the State-Subdivision Agreement for the National Opioid Settlement Program; and

WHEREAS, funds totaling \$497,165.71 are available from the first (1<sup>st</sup>) annual installment from the Settling Fund Distributors to the State of New Jersey and its Participating Subdivisions in connection with the County of Ocean's proportionate share of the New Jersey Participating Subdivisions' allotment pursuant to the Agreement and the State-Subdivision Agreement; and

WHEREAS, an additional seventeen (17) annual settlement fund distribution installments are anticipated to be received by the County of Ocean over the life of the Agreement from the Settling Distributors as allocated by the Settlement Fund Administrators pursuant to the Agreement and the State-Subdivision Agreement for the National Opioid Settlement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, that the County of Ocean is hereby authorized and directed to accept the grant funding derived from the settlement fund distribution payments provided by the Settling Distributors of the National Opioid

Settlement Agreement, and allocated by the Settlement Fund Administrators pursuant to the Agreement and the State-Subdivision Agreement, for the National Opioid Settlement Program.

**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, County Counsel, County Administrator, Department of Finance, and the Department of Management and Budget.

## **RESOLUTION**

**August 17, 2022**

**WHEREAS**, the Ocean County Prosecutor's Office wishes to enter and participate with the Department of Law and Public Safety, Office of the Attorney General in the State Fiscal Year (SFY) 2022 Governor Phil Murphy Budget - Operation Helping Hand Grant Program;

**WHEREAS**, the purpose of the agreement is permitting the Ocean County Prosecutor's Office to be authorized to accept Subaward Number SFYOHH-15-2022 Grant funding and to accept said funding in the amount of \$123,809.50, with no County match funds being required, for the purpose described in the application of establishing programs in which law enforcement plays an active role in identifying individuals with substance use disorders and together with community partners, serve as a point of entry for treatment and/or recovery support services during subaward period commencing September 1, 2022 and terminating August 31, 2023.

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

1. That the Director and Clerk of the Board are hereby authorized and directed to execute the application and subsequent documentation between the Ocean County Prosecutor's Office and the Office of the Attorney General.
2. That the Director and Clerk of the Board are hereby authorized and directed to execute any necessary subsequent related documents.
3. A copy of said agreement will be kept on file within 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 Prosecutor's Office and the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General.

## RESOLUTION

August 17, 2022

**WHEREAS**, the Director of the County of Ocean received notice from New Jersey Transit Corporation of its eligibility for the renewal of the FY 2023 Senior Citizen and Disabled Resident Transportation Assistance Program (SCDRTAP) in the amount of \$2,295,839.00 effective January 1, 2023 to December 31, 2023 and;

**WHEREAS**, New Jersey Transit is responsible for administering the SCDRTAP Program and has allocated \$2,295,839.00 for Fiscal Year 2023 to Ocean County to provide specialized transit services; and

**WHEREAS**, Ocean County further intends to utilize 2020 reprogrammed funds in the amount of \$361,861.50 to support Ocean Ride transit service during calendar year 2023; and

**WHEREAS**, the Ocean County Board of Commissioners is the recipient of State Casino revenue funds and the Ocean County Department of Transportation Services is the designated lead coordinating body for special transportation services provided to seniors and persons with disabilities on a county-wide basis through the program known as Ocean Ride; and

**WHEREAS**, the County Department of Transportation Services is responsible for transit service planning, system operation and performance, grant and financial management, procurement, program administration, marketing and outreach and customer service; and

**WHEREAS**, the Ocean County Transportation Services Department has prepared the FY 2023 SCDRTAP Transportation Grant application which includes various service and fare adjustments to the Ocean Ride system, in cooperation with the Ocean County Transportation Advisory Committee for Senior Citizens and Persons with Disabilities Committee and Stakeholder Committee; and

**WHEREAS**, the Ocean County Department of Transportation Services will implement, manage and operate transit service through the Ocean Ride system, a service of the Ocean County Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners 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 submit the Ocean County FY 2023 Senior Citizen and Disabled Resident Transportation Assistance Program grant application to NJ TRANSIT. The designated Transportation Representative is authorized to provide such additional supporting documentation as may be required by NJ TRANSIT.
- 2.) The Director and Clerk of the Board and/or the County's Designated Representative are hereby authorized and directed to execute all other related documents and reports as required under state regulations.

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be made available to the Department of Transportation Services, Finance Department and NJ TRANSIT, Department of Service Planning and Development, Local Programs & Minibus Support Unit.

**RESOLUTION**

**August 17, 2022**

**WHEREAS**, the County of Ocean has previously received funding from the State of New Jersey, Division of Family Development for Title IV-D; and

**WHEREAS**, the Sheriff's Office has received the renewal agreement for the Title IV-D Reimbursement Agreement between the New Jersey Division of Family Development and the Ocean County Sheriff's Department, for the Contract period of October 1, 2019 through September 30, 2020; and

**WHEREAS**, the purpose of this agreement is to establish procedures for arrest services for the Title IV-D cases.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the Director and Clerk of the Board are hereby authorized and directed to execute the above said grant agreement on behalf of the Sheriff's Office, and accept the terms and conditions specified in the agreement.

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

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution shall be made available to the County Auditor and the State of New Jersey Department of Human Services, Division of Family Development, the Ocean County Department of Finance and the Ocean County Sheriffs Office.

**RESOLUTION**  
**August 17, 2022**

**WHEREAS**, on June 1, 2022, the Board of Commissioners of the County of Ocean, State of New Jersey, adopted a resolution that authorized and directed the Director and the Clerk of the Board to execute a grant application for funding in the amount of \$136,975 for the period of July 1, 2019 through June 30, 2020 for a project under the subtitle "Multi-Jurisdictional Gang, Gun, and Narcotics Task Force", the sub-grant, JAG 1-15TF-18 to the State of New Jersey, Department of Law and Public Safety, New Jersey Division of Criminal Justice; and

**WHEREAS**, the Ocean County Prosecutor's Office has been advised to amend the resolution to reflect the application and acceptance of funding as being from the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, Division of Administration; and

**WHEREAS**, any reference to the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, New Jersey Division of Criminal Justice shall be amended to the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, New Jersey Division of Administration.

**NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS 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 amend the Resolution dated June 1, 2022 to reflect the application and acceptance of funding as being from the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, Division of Administration.
2. All other provisions of the Resolution dated June 1, 2022 shall remain in full force and effect.

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

**BE IT FURTHER RESOLVED**, that certified copies of this resolution shall be made available to the County Auditor, Ocean County Department of Finance, Ocean County Prosecutor's Office, and the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, Division of Administration.

## **RESOLUTION**

**AUGUST 17, 2022**

**WHEREAS**, the County of Ocean is desirous to apply for the Federal Transit Administration's ("FTA") FY22 Passenger Ferry Grant Program (FTA-2022-006-TPM-FERRY) to improve and expand the existing ferry service, Tuckerton Seaport/Beach Haven Water Ferry; and

**WHEREAS**, the County has requested that the New Jersey Transit Corporation ("the Corporation") submit an application on its behalf; and

**WHEREAS**, the County will provide the required local match funding and will complete all annual certifications and assurances required for the project.

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

1. The County Administrative Staff are authorized to prepare and submit grant application materials to the Corporation for their review and submission for the FTA FY22 Passenger Ferry Grant Program (FTA-2022-006-TPM-FERRY).
2. Upon award, a Memorandum of Understanding with the Corporation will be required for grant administration.

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be made available to the County Administrator, County Finance Director, County Parks Director, County Planning Director, County Engineer, County Counsel, Borough of Beach Haven, Borough of Tuckerton, Southern Ocean County Chamber of Commerce, Federal Transit Administration, NJ Transit Corporation, NJDOT-Office of Maritime Resources, and the Tuckerton Seaport.

# RESOLUTION

August 17, 2022

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

**WHEREAS**, the **Borough of Beachwood** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$124,000.00 to be disbursed as follows:

<b>Road Department</b>	<b>\$122,00.00</b>
<b>Engineering Department</b>	<b>\$1,000.00</b>
<b>Vehicle Services</b>	<b>\$1,000.00</b>

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS 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 enter into and execute an Intergovernmental Agreement with the **Borough of Beachwood** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.

2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2022 to December 31, 2022.

3. Sufficient Funds are available pending State Approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" -Roads account #016-170-4632, Engineering account #016-185-4633 and Vehicle Services account #016-175-4635.

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

5. Certified copies of this Resolution shall be made available to Borough of Beachwood, the Department of Finance, County Auditor, Ocean County Road Department, Ocean County Engineering Department and Vehicle Services.

**RESOLUTION 2022-219**

**RESOLUTION OF THE BOROUGH OF BEACHWOOD, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SCHEDULE "C" AGREEMENT WITH THE COUNTY OF OCEAN FOR 2022**

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

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

**WHEREAS**, it is the desire of the Governing Body to authorize the execution of a contract with the County of Ocean for the provision of services, materials and equipment as set forth in Schedule "C" attached hereto in the amount of \$124,000.00.

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

1. That the Mayor and Municipal Clerk are hereby authorized to execute a Schedule "C" agreement with the County of Ocean in accordance with the provisions of the law to include \$122,000.00 for the Road Department, \$1,000.00 for the Engineering Department and \$1,000.00 for the Vehicle Services for a total sum and not to exceed \$124,000.00. A copy of the said agreement is attached hereto and made part of hereof as Schedule "C".
2. This agreement is for the period of January 1, 2022 to December 31, 2022.
3. That a copy of this agreement referenced herein shall be kept on file and made available for public inspection in the Municipal Clerk's office during normal business hours.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Council President LaCrosse</i>		X	X			
<i>Councilman Cairns</i>	X		X			
<i>Councilwoman Clayton</i>						X
<i>Councilman Feeney</i>						X
<i>Councilman Kamsa</i>			X			
<i>Councilman Zakar</i>			X			

I do hereby certify that the foregoing is a true and exact copy of authorization to approve foregoing resolution adopted by the Mayor and Borough Council of Beachwood Borough on July 20, 2022.

  
 Susan A. Minoch, RMC  
 Municipal Clerk – Beachwood Borough

**RESOLUTION 2021-201**

**RESOLUTION OF THE BOROUGH OF SOUTH TOMS RIVER,  
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION  
OF A SCHEDULE "C" AGREEMENT WITH THE COUNTY OF OCEAN FOR 2022**

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

**WHEREAS**, N.J.S.A. 40:8 requires such a contact to be authorized by resolution or ordinance; and

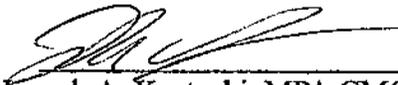
**WHEREAS**, it is the desire of the governing body to authorize the execution of a contract with the County of Ocean for the provision of services, materials and equipment as set forth in Schedule "C" attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borough of South Toms River, County of Ocean, State of New Jersey as follows:

1. That the Mayor and Borough Administrator/Municipal Clerk are hereby authorized to execute a Schedule "C" agreement with The County of Ocean in accordance with the provisions of the law to include \$20,000.00 for the Road Department, \$5,000.00 for Engineering Department, and \$1,000.00 for use of County Car Wash, for a total sum and not to exceed \$26,000.00. A copy of the said agreement is attached hereto and made part hereof as Schedule "C".
2. This agreement is for the period January 1, 2022 to December 31, 2022.
3. That a copy of this agreement referenced herein shall be kept on file and made available for public inspection in the Municipal Clerk's office during normal business hours.

**CERTIFICATION**

I, Joseph A. Kostecki, Municipal Clerk, of the Borough of South Toms River, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Borough Council at the Regular meeting held on the 25<sup>th</sup> day of October, 2021, in the Borough Hall, 19 Double Trouble Rd, South Toms River, New Jersey.

  
\_\_\_\_\_  
Joseph A. Kostecki, MPA,CMC,RMC,QPA  
Municipal Clerk

# RESOLUTION

August 17, 2022

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

**WHEREAS**, the **Borough of South Toms River** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$26,000.00 to be disbursed as follows:

<b>Road Department</b>	<b>\$20,000.00</b>
<b>Engineering Department</b>	<b>\$5,000.00</b>
<b>Vehicle Services</b>	<b>\$1,000.00</b>

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS 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 enter into and execute an Intergovernmental Agreement with the **Borough of South Toms River** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.

2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2022 to December 31, 2022.

3. Sufficient funds are available pending state approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632, Engineering account #016-185-4633 and Vehicle Services account #016-175-4635.

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

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

# RESOLUTION

August 17, 2022

**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 June 15, 2022 with the **Township of Stafford** for some type of road maintenance, road overlay, hauling of sweepings in the amount of \$250,000 for the Road Department and \$40,000.00 for the Engineering Department.

**WHEREAS**, the **Township of Stafford** wishes to enter into an Amendatory Agreement with the County for an increase in the amount of \$100,000, not to exceed \$350,000 in total for the Road Department and \$40,000.00 in total for the Engineering Department.

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

<u>Department</u>	<u>Original Amount</u>	<u>Increased Amount</u>	<u>Not to Exceed</u>
Roads	\$250,000.00	\$100,000.00	\$350,000.00
Engineering	\$40,000.00	\$0.00	\$40,000.00

That the Director and Clerk of the Board are hereby authorized and directed to execute a 2022 Amendatory Agreement with the **Township of Stafford**, an increase in the amount of \$100,000.00, not to exceed \$350,000.00 in total for the Road Department and \$40,000.00 in total for the Engineering Department, increasing the total amount not to exceed \$390,000.00, pending State Approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632, and Engineering Account #016-185-4633.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be sent to the Township of Stafford, Ocean County Road Department, Ocean County Engineering Department, County Auditor, and the Department of Finance.

## RESOLUTION 2022-285

### **RESOLUTION OF THE TOWNSHIP OF STAFFORD, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A "SCHEDULE C" AGREEMENT WITH THE COUNTY OF OCEAN FOR ENGINEERING SERVICES AND ROAD DEPARTMENT SERVICES FOR THE YEAR 2022**

**WHEREAS**, the Inter local Services Act, N.J.S.A. 40:8A-1 et seq. authorizes the Township of Stafford to enter into a contract of the provision of certain governmental services with the County of Ocean; and

**WHEREAS**, N.J.S.A. 408A-4 requires that such a contract be authorized by resolution; and

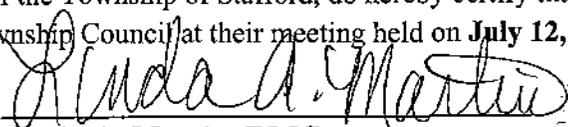
**WHEREAS**, it is the desire of the Governing Body to authorize the agreement with the County of Ocean for the provision of services, materials, equipment and maintenance with the Ocean County Road Department and the Ocean County Engineering Department.

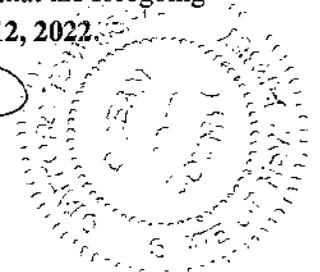
**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Township of Stafford, County of Ocean, State of New Jersey, as follows:

1. That the Governing Body hereby authorizes the agreement with the County of Ocean, for the provision of services, materials, equipment and maintenance with the Ocean County Road Department in the amount of \$350,000.00 and the Ocean County Engineering Department in the amount of \$40,000.00, not to exceed \$390,000.00.
2. That the Mayor and Municipal Clerk are hereby authorized to amend the agreement with the County of Ocean for the provision of services, materials, equipment and maintenance with the Ocean County Road Department in the amount of \$350,000.00 and the Ocean County Engineering Department in the amount of \$40,000.00 for the year 2022, not to exceed \$390,000.00.
3. That a copy of the contract agreement referenced herein shall be kept on file and made available for public inspection at the Municipal Clerk's Office during normal business hours.
4. That a copy of this Resolution shall be forwarded to the Ocean County Board of Commissioners, the Ocean County Road Department, the Ocean County Engineering Department, Douglas Gannon, Chief Financial Officer for the Township of Stafford, and to George Yockachonis, Superintendent of Public Works.

### CERTIFICATION

I, **LINDA MARTIN**, Municipal Clerk of the Township of Stafford, do hereby certify that the foregoing Resolution was duly adopted by the Stafford Township Council at their meeting held on **July 12, 2022**.

  
**Linda A. Martin, RMC**  
**Municipal Clerk**  
**Stafford Township**



**RESOLUTION**  
**August 17, 2022**

**WHEREAS**, on November 9, 2015 the County of Ocean acquired Block 394, Lot 51 in Toms River Township under the Ocean County Natural Lands Trust Fund; and

**WHEREAS**, this land has been maintained in its natural state, which includes a beaver colony and habitat; and

**WHEREAS**, the beaver colony natural behavior includes creating dams which in turn cause flooding issues and pose a danger to threatened and endangered species; and

**WHEREAS**, a critical area impacted by frequent flooding includes the federally threatened Swamp Pink; and

**WHEREAS**, U.S. Fish & Wildlife Service can provide the services necessary to address an urgent flooding issue as a result of beaver activity; and

**WHEREAS**, the U.S. Fish & Wildlife Service has the ability to provide beaver trapping services to Ocean County for the continued protection of the Swamp Pink, for an amount not to exceed \$1,500.00 at no cost to the County; and

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

1. The Commissioner Director and Clerk of the Board are hereby authorized to enter into and execute an agreement with U.S. Fish & Wildlife Service, 4 East Jimmie Leeds Road, Unit 4, Galloway, NJ 08205 to provide beaver trapping services, at this location, for an amount not to exceed \$1,500.00 at no cost to the County.
2. Certified copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor, County Counsel, and US Fish and Wildlife Services.

**RESOLUTION**  
**August 17, 2022**

**WHEREAS**, on June 16, 2021 the Board of Commissioners adopted a resolution authorizing a Memorandum of Understanding to share information concerning COVID Emergency Rental Assistance; and

**WHEREAS**, a Memorandum of Understanding was not reached between New Jersey Department Community Affairs and the County of Ocean; and

**WHEREAS**, it is deemed necessary at this time to rescind the resolution adopted on June 16, 2021; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, that Resolution #Res-Pg:i.27.1 adopted on June 16, 2021 has now been rescinded from any further action.

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be forwarded to Ocean County Department of Finance and the County Auditor.

## RESOLUTION

August 17, 2022

**WHEREAS**, the Ocean County Board of Commissioners, by Resolution, dated April 20, 2022, authorized the Director and the Clerk of the Board to execute the legal instruments associated with a First Time Homebuyer Program; and

**WHEREAS**, a qualified applicant can use the First Time Homebuyer Program subsidy for down payment and closing cost assistance for a total of \$15,000.00; and

**WHEREAS**, qualified applicants who successfully complete all necessary requirements are recommended for a grant award in an amount not to exceed \$15,000.00 each; and

**WHEREAS**, the following participant(s) have successfully completed all necessary requirements and have been deemed eligible to receive the subsidy:

**1. Telly Bridges**

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

1. The Board of Commissioners hereby authorizes the award of a grant subsidy in an amount not to exceed \$15,000.00 to the qualified program participant(s) listed above.
2. The contract number must be placed on all papers, documents, invoices, and vouchers pertaining to said contract being number CC2022-85.
3. Certified copies of this Resolution shall be made available to the Ocean County Auditor, Finance Department, Planning Department, Management and Budget Department, County Counsel and O.C.E.A.N., Inc.

## RESOLUTION

August 17, 2022

**WHEREAS**, on July 20, 2022, a resolution was adopted appointing Shumel "Sam" Ellenbogen, Toms River as a new member of the Ocean County Utilities Authority; and

**WHEREAS**, it has become necessary to amend the resolution to clarify the correct spelling of Mr. Ellenbogen's name.

**NOW, THEREFORE, BE IT RESOLVED** by the **BOARD OF COMMISSIONERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that it hereby appoints **SHMUEL "SAM" ELLENBOGEN, Toms River** as a new member of the **OCEAN COUNTY UTILITIES AUTHORITY** to fill the unexpired term of Daniel J. Hennessy, term to expire January 31, 2023.

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be made available to the Ocean County Utilities Authority, Ocean County Clerk and to the appointee.

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE COUNTY OF OCEAN'S GENERAL IMPROVEMENT BONDS, SERIES 2022 AUTHORIZED BY BOND ORDINANCES HERETOFORE ADOPTED TO FINANCE VARIOUS GENERAL IMPROVEMENTS IN THE COUNTY OF OCEAN, AND PROVIDING FOR THE FORM, MATURITY DATES AND OTHER DETAILS OF SAID BONDS.**

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

WHEREAS, it is desirable and necessary to issue the County's general improvement bonds pursuant to the Ordinances, in an aggregate principal amount of \$47,970,000, unless adjusted pursuant to Section 13 hereof, and it is deemed advisable and in the best interests of the County to provide for the sale, form, maturity date and other matters in connection with the bonds.

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

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

<u>Ordinance Number</u>	<u>Date Adopted</u>	<u>Purpose</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Usefulness</u>	<u>Maximum Amount of Bonds to be Issued*</u>
2022-1	02/16/22	Various engineering, road and bridge improvements	\$4,750,000	20 years	\$4,750,000
2022-3	02/16/22	Installation of new and upgraded traffic control devices	2,850,000	10 years	2,850,000
2022-4	02/16/22	Reconstruction and resurfacing of certain County roads	3,325,000	10 years	3,325,000
2022-6	05/04/22	Design of reconstruction and resurfacing of certain County roads	1,900,000	10 years	1,900,000
2022-7	05/04/22	Rehabilitation and repair of various bridges	950,000	15 years	950,000
2022-10	05/04/22	Replacement of the Duck Farm Bridge, Brick Township	3,800,000	30 years	3,800,000
2022-11	05/04/22	Construction of a library facility, Stafford Township	11,165,000	30 years	6,341,000
2022-12	06/01/22	Construction of a traffic signal at Diamond Road and Route 526, West Commodore Road, Jackson Township	1,425,000	10 years	1,425,000
2022-14	06/01/22	Replacement of the Farmingdale Road Culvert, Jackson Township	1,425,000	30 years	1,425,000
2022-15	06/01/22	Ocean County signal optimization	1,900,000	10 years	1,900,000
2022-16	06/01/22	Reconstruction of East County Line Road (C.R. 526), Apple Street to Route 549, Phase IV, Ridge Avenue and Joe Parker Road, Lakewood Township	2,375,000	20 years	2,375,000
2022-17	06/01/22	Capital Renewal and Replacement Facilities Improvement Project FY 2022 at the County College	5,498,000	20 years	2,749,000
2022-18	06/01/22	Expansion of the Jackson Center for the Board of Education of the Ocean County Vocational School, Jackson Township	10,000,000	20 years	2,784,195
2022-20	07/06/22	Construction of a road facility, Chestnut Street, Toms River Township	11,400,000	20 years	11,400,000
<b>TOTAL</b>			<b>\$62,763,000</b>		<b>\$47,974,195</b>

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

*Section 2.* Authorization of Bonds. In accordance with the Act, and for the purpose of raising funds to finance the purposes set forth in the Ordinances, there shall be issued bonds of the County in the aggregate principal amount of \$47,970,000, unless adjusted pursuant to Section 13 hereof, pursuant to the Ordinances. All of said bonds shall constitute a single issue for purposes of the Local Bond Law and shall be designated "General Improvement Bonds, Series 2022" (the "Bonds").

*Section 3.* Details of Bonds. The Bonds will be issued in the form of one certificate for the aggregate principal amount of bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), which will act as securities depository. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book entry system for recording the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of DTC and its participants. The Bonds will bear interest payable semiannually at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1%, as proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The Bonds shall be substantially in the form as provided in this Resolution, with such omissions, insertions and variations as are properly required. Said Bonds shall be dated the date of delivery, shall bear interest at the rate or rates specified by the successful bidder therefor in accordance with the Notice of Sale hereinafter provided for, said interest to be payable on March 1 and September 1, commencing on March 1, 2023, and shall mature (unless adjusted by the County Comptroller pursuant to Section 13 hereof) on September 1 in the following years and amounts:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2023	\$1,745,000	2033	\$2,670,000
2024	1,720,000	2034	2,750,000
2025	1,805,000	2035	2,830,000
2026	1,900,000	2036	2,915,000
2027	1,990,000	2037	3,010,000
2028	2,090,000	2038	3,110,000
2029	2,195,000	2039	3,210,000
2030	2,305,000	2040	3,325,000
2031	2,420,000	2041	3,440,000
2032	2,540,000		

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

*Section 5.* Redemption. (A) The Bonds maturing prior to September 1, 2033 are not subject to redemption prior to maturity.

(B) The Bonds maturing on or after September 1, 2033 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 September 1, 2032, in whole or in part from such maturities as the County shall determine and by lot within a single maturity, at the respective redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

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

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

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

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

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

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

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

(Form of Bond)

No. \_\_\_\_\_

\$ \_\_\_\_\_

United States of America  
State of New Jersey  
COUNTY OF OCEAN  
General Improvement Bond, Series 2022

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>CUSIP</u>
September 1, ____	____ %	September __, 2022	
Registered Owner:	CEDE & CO.		
Principal Sum:	_____ DOLLARS		

The COUNTY OF OCEAN (hereinafter referred to as the "County"), a political subdivision of the State of New Jersey, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Sum stated above on the Maturity Date specified above, and to pay interest on such Principal Sum from the Dated Date specified above at the Interest Rate per annum specified above, computed upon the basis of a 360 day year consisting of twelve 30 day months and payable on March 1, 2023, and semi-annually thereafter on the first days of September and March in each year until the County's obligation with respect to the payment of such Principal Sum shall be discharged, but only in the case of interest due at or before maturity of this bond. The principal of and the interest on this bond will be paid to Cede & Co. as nominee of The Depository Trust Company. Interest on this bond will be credited to the participants of The Depository Trust Company listed on the records of The Depository Trust Company as of each next preceding February 15 and August 15 (the "Record Dates" for the payment of interest on the bonds).

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

This bond is one of a duly authorized issue of bonds of the County of like date and tenor, except as to number, denomination, interest rate, CUSIP number and maturity date, issued in the aggregate principal amount of \$ \_\_\_\_\_ under and pursuant to the Local Bond Law of the State of New Jersey and by virtue of a resolution adopted by the County's governing body on August 17, 2022 (the "Resolution"), and by virtue of the bond ordinances referred to therein in all respects duly approved and published as required by law.

The bonds maturing prior to September 1, 2033 are not subject to redemption prior to maturity. The bonds maturing on or after September 1, 2033 are subject to redemption, at the option of the County, prior to maturity and upon notice as hereinafter and in the Resolution set forth, at any time on or after September 1, 2032, in whole or in part from such maturities as the County shall determine and by lot within a single maturity, at the respective redemption price of 100% of at the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

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

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

\*

\* Final Maturity.]

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

additional or supplemental requirements are specified in the Letter of Representations by and between the County and DTC or otherwise.

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

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

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

IN WITNESS WHEREOF, the COUNTY OF OCEAN, has caused this bond to be signed by the manual or facsimile signature of its Commissioner-Director and its Chief Financial Officer, the corporate seal of the Board of Commissioners 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 Commissioners, all as of the \_\_\_ day of September, 2022.

ATTEST:

(SEAL)

\_\_\_\_\_  
Commissioner - Director

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

\_\_\_\_\_  
(Deputy) Clerk of the Board of Commissioners

Section 10. Sale of Bonds. Proposals for the Bonds will be received by the County on September 8, 2022 until 10:45 a.m., New Jersey time, or at such later date and time as may be established in accordance with Section 14 hereof, by Julie N. Tarrant, the County's Comptroller through the "PARITY Electronic Bid System" (PARITY) in accordance with the terms and conditions set forth in the Notice of Sale authorized herein. Such proposals shall be received and announced at the County Administration Building, Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, in accordance with the Notice of Sale. The Clerk of the Board of Commissioners is hereby directed to arrange for the publication of the Notice of Sale in *The Asbury Park Press*, a newspaper published and circulating in the County, and for the publication of the Notice of Sale (or summaries thereof as provided by law) in *The Bond Buyer*, and/or such other nationally recognized local government bond marketing publication or electronic information service carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The notice shall be in substantially the following form:

(Form of Notice of Sale)

**NOTICE OF SALE**

\$47,970,000\*

COUNTY OF OCEAN, NEW JERSEY  
GENERAL IMPROVEMENT BONDS, SERIES 2022  
(CALLABLE) (BOOK-ENTRY ONLY ISSUE)

ELECTRONIC PROPOSALS will be received and announced by Julie N. Tarrant, Comptroller of the County of Ocean (the "County" or the "Issuer" ), at the County Administration Building Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein. The General Improvement Bonds, Series 2022 (the "Bonds" or the "Securities") shall mature (unless adjusted by the County Comptroller as described herein, or aggregated into term bonds as described herein) on September 1 in the following years and amounts:

\$47,970,000\* General Improvement Bonds, Series 2022 maturing on September 1 in the principal amounts set forth below:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2023	\$1,745,000	2033	\$2,670,000
2024	1,720,000	2034	2,750,000
2025	1,805,000	2035	2,830,000
2026	1,900,000	2036	2,915,000
2027	1,990,000	2037	3,010,000
2028	2,090,000	2038	3,110,000
2029	2,195,000	2039	3,210,000
2030	2,305,000	2040	3,325,000
2031	2,420,000	2041	3,440,000
2032	2,540,000		

\*subject to adjustment

**THE COUNTY IS ALSO SELLING ITS \$2,745,000\* COLLEGE CAPITAL IMPROVEMENT BONDS, SERIES 2022 (THE "COLLEGE BONDS"). THE COUNTY HAS ISSUED A SEPARATE NOTICE OF SALE FOR THE COLLEGE BONDS. THE TERMS OF EACH NOTICE OF SALE WILL APPLY TO EACH SERIES OF BONDS, RESPECTIVELY.**

All Bids (as defined below) must be submitted in their entirety through PARITY until 10:45 a.m., New Jersey time on September 8, 2022 (see "Bidding Details"). To bid, Bidders (as defined below) must submit either (i) a certified, treasurer's or cashier's check or (ii) complete a wire transfer, in either case in the amount of \$959,400 (the check or wire transfer being hereinafter referred to as the "Deposit"), to secure the County from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the County prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address:

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

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

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

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

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

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

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

The Bonds will be dated the date of delivery and will bear interest at the rate or rates of interest per annum specified by the successful bidder therefor in accordance herewith, payable on March 1, 2023 and semiannually thereafter on the first days of September and March in each year until maturity by payment to DTC.

The Bonds maturing on or after September 1, 2033 are subject to redemption, at the option of the County prior to maturity and upon notice as set forth in the Resolution, at any time on or after September 1, 2032, in whole or in part from such maturities as the County shall determine and by lot within a single maturity, at the respective redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

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

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

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

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

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

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the Bonds of the same maturity. There is no limitation on the number of rates that may be named; provided, however that the minimum coupon named in the proposal must not be lower than three per centum (3%) and the maximum coupon named in the proposal must not be higher than five per centum (5%), and 0% coupons are not permitted. **Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must equal or exceed \$48,449,700 (101%), with a maximum bid price of \$52,287,300 (109%).** The Bonds will be awarded to the bidder on whose bids for the Bonds may be made at the lowest true interest cost. Such true interest cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the Bonds and to the price bid, excluding interest accrued to the delivery date. No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at a true interest cost higher than the lowest true interest cost to the County under any legally acceptable proposal, and if two or more such bidders offer to pay the lowest true interest cost, then the Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the Bonds accrued to the date of payment of the purchase price. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

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

The County reserves the right to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON TM3 NEWS SERVICES, BEFORE 4:00 P.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced through TM3 New Services at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on [www.tm3.com](http://www.tm3.com) at the time the sale date and time are announced.

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

The County Comptroller of the County may, up to 24 hours prior to the date of advertised sale of and within 4 hours after the award of the Bonds, adjust the maturity schedule of the Bonds in increments of \$1,000, provided however, that after the award of the Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the Ordinances. **NOTICE OF ANY ADJUSTMENT TO**

THE MATURITY SCHEDULE OF THE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICES. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County as stated herein. The County shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered. **The successful bidder may not withdraw its bid as a result of any such adjustment, and shall be bound by the terms thereof.**

It is expected that the Bonds will be delivered to the successful bidder on or about September 22, 2022 at the Freehold, New Jersey offices of GluckWalrath LLP or at such other time or place mutually agreed upon by the purchaser and the County. **AT THE TIME OF DELIVERY OF THE BONDS, THE SUCCESSFUL BIDDER SHALL PROVIDE FOR THE PAYMENT FOR THE BONDS THROUGH THE USE OF IMMEDIATELY AVAILABLE FUNDS.** No interest will be paid upon the deposit made by the successful bidder.

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

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

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

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

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

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

1. **BIDDERS MUST SUBMIT GOOD FAITH CHECK OR A WIRE TRANSFER IN THE AMOUNT OF \$959,400 PAYABLE TO THE COUNTY OF OCEAN NO LATER THAN 10:45 A.M. ON THE DAY OF SALE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS ON THE DAY PRIOR TO THE SALE TO ASSURE RECEIPT OF PAYMENT BY THE COUNTY AT THE FOLLOWING ADDRESS:**

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

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

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

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

4. Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for the Bonds of each maturity. There is no limitation on the number of rates that may be named; provided, however that the minimum coupon named in the proposal must not be lower than three per centum (3%) and the maximum coupon named in the proposal must not be higher than five per centum (5%), and 0% coupons are not permitted. **Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must equal or exceed \$48,449,700 (101%), with a maximum bid price of \$52,287,300 (109%).** The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost (as such term is defined herein). The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

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

#### Definitions

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

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

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

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

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

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

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

#### Establishment of Issue Price

(a) The winning bidder shall assist the Issuer in establishing the issue price of the Securities and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Securities, together with the supporting pricing wires or equivalent communications, substantially in the forms reflected as Exhibits A, B or C, which are incorporated by reference herein and are available from Bond Counsel and shall be posted with the Notice of Sale on Parity, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Securities may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor or Bond Counsel.

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

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

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

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

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

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

(c) If the successful bidder is purchasing for its own account without a present intention to reoffer the Bonds, it must complete Exhibit A, and the provisions of paragraphs (d)-(i) below shall not apply.

(d) In the event that paragraph (c) does not apply and the Competitive Sale Requirements are satisfied, the winning bidder must complete Exhibit B, and the provisions of paragraphs (e)-(i) below shall not apply.

(e) In the event that paragraph (c) does not apply and the Competitive Sale Requirements are not satisfied, the Issuer shall so advise the winning bidder and the winning bidder must complete Exhibit C. The Issuer may determine to treat (i) the first price at which 10% of a Maturity of the Securities (the "10% test") is sold to the Public as the issue price of that Maturity and/or (ii) the initial offering price to the Public as of the Sale Date of any Maturity of the Securities as the issue price of that Maturity (the "hold-the-offering-price rule"), in each case applied on a Maturity-by-Maturity basis. Immediately following the award of the Securities, the winning bidder shall advise the Issuer if any Maturity of the Securities satisfies the 10% test. Any Maturity of the Securities as to which the winning bidder has not so advised the Issuer that the 10% test has been satisfied shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the hold-the-offering-price rule applies to any Maturity of the Securities. Bidders should prepare their bids on the assumption that some or all of the maturities of the Securities will be subject to the hold-the-offering-price rule in order to establish the issue price of the Securities.

(f) By submitting a bid, the winning bidder shall (i) confirm that the Underwriters have offered or will offer the Securities to the Public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the Underwriters participating in the purchase of the Securities, that the Underwriters will neither offer nor sell unsold Securities of any Maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the Sale Date; or
- (2) the date on which the Underwriters have sold at least 10% of that Maturity of the Securities to the Public at a price that is no higher than the initial offering price to the Public.

The winning bidder shall promptly advise the Issuer when the Underwriters have sold 10% of that Maturity of the Securities to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the Sale Date.

(g) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each Maturity of the Securities, the winning bidder agrees to promptly report to the Issuer the prices at which the unsold Securities of that Maturity have been sold to the Public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Securities of that Maturity or until all Securities of that Maturity have been sold.

(h) The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Securities to the Public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Securities to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Securities.

(i) By submitting a bid, each bidder confirms that: (i) any agreement among Underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Securities to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Securities of each Maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Securities of that Maturity or all Securities of that Maturity have been sold to the Public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among Underwriters relating to the initial sale of the Securities to the Public, together with the related pricing wires,

contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Securities to the Public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the Public the unsold Securities of each Maturity allotted to it until it is notified by the winning bidder or such Underwriter that either the 10% test has been satisfied as to the Securities of that Maturity or all Securities of that Maturity have been sold to the Public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wires.

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

(i) "Public" means any person other than an Underwriter or a related party,

(ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Securities to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Securities to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Securities to the Public),

(iii) a purchaser of any of the Securities is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "Sale Date" means the date that the Securities are awarded by the Issuer to the winning bidder.

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

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

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

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

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

The successful bidder will be furnished at the time the Bonds are delivered with: (1) the opinion of GluckWalrath LLP, Freehold, New Jersey, in substantially the form set forth in the Preliminary Official Statement; and (2) certificates in form satisfactory to said law firm evidencing the proper execution and delivery of the Bonds and receipt of payment therefor and the fact that the Bonds will not be arbitrage bonds within the

meaning of the Code; and (3) a certificate, dated as of the date of delivery of the Bonds, and signed by the officers who signed the Bonds, stating that no litigation is then pending or to the knowledge of such officers threatened to restrain or enjoin the issuance or delivery of the Bonds or the levy or collection of taxes to pay the Bonds or the interest thereon, or questioning the validity of the statutes or the proceedings under which the Bonds are issued, and that neither the corporate existence or boundaries of the County nor the title of any of said officers to their respective offices, is being contested; and (4) the County's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

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

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

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

DATED: August 22, 2022

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

The following Exhibits are incorporated by reference in the Notice of Sale:

**EXHIBIT A**

**COUNTY OF OCEAN, NEW JERSEY  
\$ \_\_\_\_\_ GENERAL IMPROVEMENT BONDS, SERIES 2022  
CERTIFICATE OF THE PURCHASER  
(NO REOFFERING PURCHASER)**

The undersigned, on behalf of \_\_\_\_\_ (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. **Purchase of the Bonds.** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \_\_\_\_\_. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. **Defined Terms.**

(a) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax or Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by GluckWalrath LLP, Bond Counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[PURCHASER]

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

**EXHIBIT B**

**COUNTY OF OCEAN, NEW JERSEY**  
**\$ \_\_\_\_\_ GENERAL IMPROVEMENT BONDS, SERIES 2022**  
**ISSUE PRICE CERTIFICATE**

**(Competitive Sale Requirement Satisfied)**

The undersigned (the "Representative"), on behalf of itself and each member of the underwriting group (if any) (collectively, the "Underwriter") hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

**1. Reasonably Expected Initial Offering Price.**

(a) As of the Sale Date, the reasonably expected initial offering prices and yields of the Bonds to the Public by the Underwriter are the prices and yields listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

[(d) The Underwriter has obtained a bond insurance policy from \_\_\_\_\_ ("Insurer") in respect of the Bonds. Based on our experience with bonds similar to the Bonds (i) the bond insurance was an important factor in marketing the Bonds and (ii) the absence of the insurance would have materially affected in an adverse manner the interest rates at which the Bonds could have been sold. The insurance policy will be issued for a premium of \$ \_\_\_\_\_, which is net of any credits or rating agency fees. No portion of the premium represents the indirect payment of costs of issuance, including rating agency fees or the provision of additional services by Insurer. The present value of the insurance is less than the present value of the interest reasonably expected to be saved as a result of using the insurance to secure the Bonds, using as a discount rate the yield on the Bonds, calculated with treating the premiums as interest.]

**2. Defined Terms.**

(a) *Issuer* means the County of Ocean, New Jersey.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same Maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which the Bonds are awarded by the Issuer to the winning bidder. The Sale Date of the Bonds is \_\_\_\_\_, 2022.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Issuer's Tax or Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by GluckWalrath LLP, bond counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[REPRESENTATIVE, on behalf of itself and each member of the underwriting group]

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

**SCHEDULE A**

**EXPECTED OFFERING PRICES AND YIELDS**

EXHIBIT C

COUNTY OF OCEAN, NEW JERSEY  
\$ \_\_\_\_\_ GENERAL IMPROVEMENT BONDS, SERIES 2022

ISSUE PRICE CERTIFICATE

(Hold the Price for all or some maturities)

The undersigned (the "Representative"), on behalf of itself and each member of the underwriting group (if any) (collectively, the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds"). Select appropriate provisions below:

1. [Alternative 1<sup>1</sup> – All Maturities Use General Rule: *Sale of the Bonds*. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

[Alternative 2<sup>2</sup> – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. *Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities]*.

(a) [Alternative 1<sup>3</sup> – All Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[Alternative 2<sup>4</sup> – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule C.]

(b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

[Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

[(c) The Underwriter has obtained a bond insurance policy from \_\_\_\_\_ ("Insurer") in respect of the Bonds. Based on our experience with bonds similar to the Bonds (i) the bond insurance was an important factor in marketing the Bonds and (ii) the absence of the insurance would have materially affected in an adverse manner the interest rates at which the Bonds could have been sold. The insurance policy will be issued for a premium of \$ \_\_\_\_\_, which is net of any credits or rating agency fees. No portion of the premium represents the indirect payment of costs of issuance, including rating agency fees or the provision of additional services by Insurer. The present value of the insurance is less than the present value of the interest reasonably expected to be saved as a result of using the insurance to secure the Bonds, using as a discount rate the yield on the Bonds, calculated with treating the premiums as interest.]

<sup>1</sup> If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

<sup>2</sup> If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

<sup>3</sup> If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

<sup>4</sup> Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b)

3. **Defined Terms.**

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule B hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date \_\_\_\_\_], or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the County of Ocean, New Jersey.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only.

Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by GluckWalrath LLP, bond counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

[REPRESENTATIVE, on behalf of itself and each member of the underwriting group]

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





**SCHEDULE [B][C]**

**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)*

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

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

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

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

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

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

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

**Section 18. Determination of Average Period of Usefulness.** It is hereby determined and stated that the average period of usefulness of the several purposes for which the Bonds are to be issued under the Ordinances described in Section 1 above, according to their respective lives, as determined in said Ordinances, taking into consideration the respective amounts of bonds to be issued for said several purposes, is a period of 22.69 years, computed from the date of said Bonds.

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

**Section 20. Tax Covenants.** In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, and for no other purpose, the County covenants to comply with each applicable requirement of the Code, applicable to the bonds, and the County covenants not to take any action

or fail to take any action which would cause the interest on the bonds to lose the exclusion from gross income for federal income taxation purposes under Section 103 of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the Arbitrage Certificate and Letter of Instructions (the "Letter of Instructions") as to the Code delivered by Bond Counsel on the date of initial issuance and delivery of the Bonds, as such letter may be amended from time to time, as a source of guidance for achieving compliance with the Code.

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

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

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

(Form of Continuing Disclosure Certificate for the Bonds)

### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the County of Ocean, New Jersey (the "Issuer") in connection with the issuance by the Issuer of \$ \_\_\_\_\_ principal amount of its General Improvement Bonds, Series 2022 (the "Bonds"). The Bonds are being issued pursuant to Bond Ordinances (the "Ordinances") duly adopted by the Board of Commissioners of the Issuer (the "Board") on various dates, and a resolution duly adopted by the Board on August 17, 2022 (the "Resolution"). The Bonds are dated September \_\_, 2022 and shall mature on September 1 in the years 2023 through 2041, inclusive. The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

"Official Statement" shall mean the Official Statement of the County, dated September \_\_, 2022, relating to the Bonds.

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

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

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

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

"State" shall mean the State of New Jersey.

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

**Section 3. Provision of Annual Reports.**

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 31, 2022, 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 \_\_\_\_\_, 2022 prepared in connection with the sale of the Bonds, under the captions: "Schedule of Bond and Note Maturities", "Tax Information", "Ocean County Leading Tax Ratables - 2022", "County of Ocean Statement of Statutory Debt Condition as of June 15, 2022", "List of Authorized Debt as of June 15, 2022" and "Debt Ratios".

*Section 5.*        Reporting of Significant Events.

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

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

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

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

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

*Section 7.*        Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination

Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

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

- (a) If the amendment or waiver relates to the provisions of Section 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

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

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

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

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

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

Dated: \_\_\_\_\_, 2022

COUNTY OF OCEAN, NEW JERSEY

By: \_\_\_\_\_  
Julie N. Tarrant, County Comptroller

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: County of Ocean, New Jersey

Name of Bond Issue: \$ \_\_\_\_\_ General Improvement Bonds, Series 2022

Date of Issuance: \_\_\_\_\_, 2022

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 \_\_\_\_\_, 2022. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_, 20\_\_.

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

COUNTY OF OCEAN, NEW JERSEY

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

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

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

*Section 24. Prior Actions.* Any and all actions taken prior to the date hereof are hereby ratified, approved and confirmed.

*Section 25. Effective Date.* This Resolution shall take effect upon adoption hereof.

The foregoing resolution was adopted by the following vote:

AYES:  
NAYES:

**CERTIFICATE**

I, Michelle I. Gunther, Clerk of the Board of Commissioners of the County of Ocean, in the State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the County duly called and held on August 17, 2022 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the County this \_\_\_\_ day of August, 2022.

\_\_\_\_\_  
Michelle I. Gunther  
Clerk of the Board of Commissioners

[SEAL]

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF THE COUNTY OF OCEAN'S COLLEGE CAPITAL IMPROVEMENT BONDS, SERIES 2022 AUTHORIZED BY A BOND ORDINANCE HERETOFORE ADOPTED TO FINANCE THE FISCAL YEAR 2022 CAPITAL RENEWAL AND REPLACEMENT FACILITIES PROJECT AT OCEAN COUNTY COLLEGE IN THE COUNTY OF OCEAN, AND PROVIDING FOR THE FORM, MATURITY DATES AND OTHER DETAILS OF SAID BONDS AND DESIGNATING A PAYING AGENT FOR SAID BONDS.**

WHEREAS, the Board of Commissioners of the County of Ocean, in the State of New Jersey (the "County"), has, on June 1, 2022, finally adopted Bond Ordinance No. 2022-17 (the "Ordinance") authorizing bonds and bond anticipation notes to finance a portion of the cost of the capital renewal and replacement facilities improvement projects at Ocean County College (the "College") in said County; and

WHEREAS, the Board of School Estimate of the College has heretofore determined by resolution adopted April 14, 2021, that certain amounts of money are necessary for certain capital projects at the College, and the Board of Commissioners of the County has heretofore determined, by the Ordinance, to appropriate and borrow such amounts by the issuance of bonds or notes of the County pursuant to the Local Bond Law and the hereinafter-defined County College Bond Act; and

WHEREAS, it is desirable and necessary to issue the County's college capital improvement bonds pursuant to the Ordinance, in an aggregate principal amount of \$2,745,000, unless adjusted pursuant to Section 12 hereof, and it is deemed advisable and in the best interests of the County to provide for the sale, form, maturity date and other matters in connection with the bonds.

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

*Section 1. Authority for Resolution.* Pursuant to the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes (the "Act"), the Board of Commissioners has previously adopted the Ordinance, which Ordinance authorized the issuance of bonds in the amount of \$5,498,000, and the Board of Commissioners has determined to issue at this time, pursuant to said Ordinance and Chapter 12 of the Laws of New Jersey of 1971, effective January 28, 1971, and the acts amendatory thereof and supplemental thereto (the "County College Bond Act"), bonds in the amount of \$2,745,000, unless adjusted pursuant to Section 12 hereof. To the extent any premium is received by the County from the sale of the bonds, such premium shall be allocated to the appropriation under said Ordinance.

*Section 2. Authorization of Bonds.* In accordance with the Act and the County College Bond Act, and for the purpose of raising funds to finance the purposes set forth in the Ordinance, there shall be issued bonds of the County in the aggregate principal amount of \$2,745,000, unless adjusted pursuant to Section 12 hereof, pursuant to the Ordinance. All of said bonds shall constitute a single issue and shall be designated "College Capital Improvement Bonds, Series 2022" (the "College Bonds"). The period of usefulness of the improvements financed by the proceeds of the Bonds is 40 years.

*Section 3. Details of Bonds.* The College Bonds will be issued in the form of one certificate for the aggregate principal amount of College Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), which will act as securities depository. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book entry system for recording the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or more through book entries made on the books and records of The DTC and its participants. The College Bonds will bear interest payable semiannually at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1%, as proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The College Bonds shall be substantially in the form as provided in this Resolution, with such omissions, insertions and variations as are properly required. Said College Bonds shall be dated the date of delivery, shall bear interest at the rate or rates specified by the successful bidder therefor in accordance with the Notice of Sale hereinafter provided for, said interest to be payable on March 1 and September 1, commencing on March 1, 2023, and shall mature (unless adjusted by the County Comptroller pursuant to Section 12 hereof) on September 1 in the following years and amounts:

<u>Year</u>	<u>Principal Amount</u>
2023	\$550,000
2024	550,000
2025	550,000
2026	550,000
2027	545,000

*Section 4. Certificated Bonds; Successor Securities Depository.* In the event the County determines that it is in the best interests of the beneficial owners of the College Bonds (the actual purchasers of the College Bonds) that they be able to obtain certificated bonds, the County may notify DTC of the availability of bond certificates. In such event, the County will appoint a paying agent and the County will issue, transfer and exchange bond certificates as required by DTC and others in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving a reasonable amount of notice in writing to the County and discharging its responsibilities with respect thereto. In the event of such determination, if the County fails to identify another qualified securities depository as successor to DTC, the

County will appoint a paying agent and the County will issue and deliver replacement bonds in the form of fully registered certificates. Whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action (a) to make available one or more separate certificates evidencing the bonds to any participant of DTC having bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

*Section 5.* Redemption. The College Bonds shall not be subject to redemption prior to maturity.

*Section 6.* Payment of College Bonds. The principal of and the interest on the College Bonds will be paid by TD Bank, National Association, Cherry Hill, New Jersey, as the County's paying agent (the "Paying Agent"), to DTC by or on behalf of the County on their respective due dates. Interest on the College Bonds will be credited to the participants of DTC as listed on the records of DTC as of each next preceding February 15 and August 15 (the "Record Dates" for the payment of interest on the College Bonds).

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

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

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

(Form of College Bond)

No. \_\_\_\_\_ \$ \_\_\_\_\_

United States of America  
State of New Jersey  
COUNTY OF OCEAN  
College Capital Improvement Bond, Series 2022

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>CUSIP</u>
September 1, __	_____%	September __, 2022	
Registered Owner:	CEDE & CO.		
Principal Sum:	_____ DOLLARS		

The COUNTY OF OCEAN (hereinafter referred to as the "County"), a political subdivision of the State of New Jersey, for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Sum stated above on the Maturity Date specified above, and to pay interest on such Principal Sum from the Dated Date specified above at the Interest Rate per annum specified above, computed upon the basis of a 360 day year consisting of twelve 30 day months and payable on March 1, 2023, and semi-annually thereafter on the first days of September and March in each year until the County's obligation with respect to the payment of such Principal Sum shall be discharged, but only in the case of interest due at or before maturity of this bond. The principal of and the interest on this bond will be paid to Cede & Co. as nominee of The Depository Trust Company. Interest on this bond will be credited to the participants of The Depository Trust Company listed on the records of The Depository Trust Company as of each next preceding February 15 and August 15 (the "Record Dates" for the payment of interest on the bonds).

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

This bond is one of a duly authorized issue of bonds of the County of like date and tenor, except as to number, denomination, interest rate, CUSIP number and maturity date, issued in the aggregate principal amount of \$ \_\_\_\_\_ under and pursuant to the Local Bond Law of the State of New Jersey and the County College Bond Act (as hereinafter defined) and by virtue of a resolution adopted by the County's governing body on August

17, 2022 (the "Resolution"), and by virtue of the bond ordinance referred to therein in all respects duly approved and published as required by law.

The bonds shall not be subject to redemption prior to maturity.

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. This bond shall also be entitled to the benefits of Chapter 12 of the Laws of New Jersey of 1971, and the acts amendatory thereof and supplemental thereto (the "County College Bond Act").

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

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

IN WITNESS WHEREOF, the COUNTY OF OCEAN, has caused this bond to be signed by the manual or facsimile signature of its Commissioner-Director and its Chief Financial Officer, the corporate seal of the Board of Commissioners 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 Commissioners, all as of the \_\_\_ day of September, 2022.

ATTEST:  
(SEAL)

\_\_\_\_\_  
Commissioner - Director

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

\_\_\_\_\_  
(Deputy) Clerk of the Board of Commissioners

*Section 10. Sale of College Bonds.* Proposals for the College Bonds will be received by the County on September 8, 2022 until 11:15 a.m., New Jersey time, or at such later date and time as may be established in accordance with Section 13 hereof, by Julie N. Tarrant, the County's Comptroller through the "PARITY Electronic Bid System" (PARITY) in accordance with the terms and conditions set forth in the Notice of Sale authorized herein. Such proposals shall be received and announced at the County Administration Building, Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, in accordance with the Notice of Sale. The Clerk of the Board of Commissioners is hereby directed to arrange for the publication of the Notice of Sale in *The Asbury Park Press*, a newspaper published and circulating in the County, and for the publication of the Notice of Sale (or summaries thereof as provided by law) in *The Bond Buyer*, and/or such other nationally recognized local government bond marketing publication or electronic information service carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The notice shall be in substantially the following form:

(Form of Notice of Sale)

**NOTICE OF SALE**

\$2,745,000\*

COUNTY OF OCEAN, NEW JERSEY

COLLEGE CAPITAL IMPROVEMENT BONDS, SERIES 2022

(BOOK-ENTRY ONLY ISSUE) (NON-CALLABLE)

ELECTRONIC PROPOSALS will be received and announced by Julie N. Tarrant, Comptroller of the County of Ocean (the "County" or the "Issuer"), at the County Administration Building Room 304 Conference Room, Third Floor, 101 Hooper Avenue, Toms River, New Jersey, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein. The College Capital Improvement Bonds, Series 2022 (the "College Bonds" or the "Securities") shall mature (unless adjusted by the County Comptroller as described herein) on September 1 in the following years and amounts:

\$2,745,000\* College Capital Improvement Bonds, Series 2022 maturing on September 1 in the principal amounts set forth below:

<u>Year</u>	<u>Principal Amount*</u>
2023	\$550,000
2024	550,000
2025	550,000
2026	550,000
2027	545,000

\*subject to adjustment

**THE COUNTY IS ALSO SELLING ITS \$47,970,000\* GENERAL IMPROVEMENT BONDS, SERIES 2022 (THE "GENERAL IMPROVEMENT BONDS"). THE COUNTY HAS ISSUED A SEPARATE NOTICE OF SALE FOR THE GENERAL IMPROVEMENT BONDS. THE TERMS OF EACH NOTICE OF SALE WILL APPLY TO EACH SERIES OF BONDS, RESPECTIVELY.**

All Bids (as defined below) must be submitted in their entirety through PARITY until 11:15 a.m., New Jersey time on September 8, 2022 (see "Bidding Details"). To bid, Bidders (as defined below) must submit either (i) a certified, treasurer's or cashier's check or (ii) complete a wire transfer, in either case in the amount of \$54,900 (the check or wire transfer being hereinafter referred to as the "Deposit"), to secure the County from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the County prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address:

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

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

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

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

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

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

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

The College Bonds will be dated the date of delivery and will bear interest at the rate or rates of interest per annum specified by the successful bidder therefor in accordance herewith, payable on March 1, 2023, and semiannually thereafter on the first days of September and March in each year until maturity by payment to DTC.

The College Bonds shall not be subject to redemption prior to maturity.

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

The College Bonds are general obligations of the County and unless paid from other sources the County is authorized and required by law to levy *ad valorem* taxes upon all real property taxable by the County for the payment of the College Bonds and the interest thereon without limitation as to rate or amount. The College Bonds shall also be entitled to the benefits of Chapter 12 of the Laws of New Jersey of 1971, and the acts amendatory thereof and supplemental thereto (the "County College Bond Act").

Each proposal submitted must name the rate or rates of interest per annum to be borne by the College Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. The proposed rate or rates of interest to be borne by the College Bonds shall not exceed five percent (5.00%), 0% not permitted. Not more than one rate may be named for the College Bonds of the same maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed three per centum (3%). **Each proposal submitted must be for all of the College Bonds and the purchase price specified in the proposal must equal or exceed \$2,772,450 (101%), with a maximum bid price of \$2,964,600 (108%). The College Bonds will be awarded to the bidder on whose bids for the College Bonds may be made at the lowest true interest cost.** Such true interest cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the College Bonds and to the price bid, excluding interest accrued to the delivery date. No proposal shall be considered that offers to pay an amount less than the principal amount of the College Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest true interest cost to the County under any legally acceptable proposal, and if two or more such bidders offer to pay the lowest true interest cost, then the College Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the College Bonds accrued to the date of payment of the purchase price. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

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

The County reserves the right to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON TM3 NEWS SERVICES, BEFORE 4:00 P.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the College Bonds is postponed, an alternative sale date will be announced through TM3 New Services at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the College Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on [www.tm3.com](http://www.tm3.com) at the time the sale date and time are announced.

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

The County Comptroller of the County may, up to 24 hours prior to the date of advertised sale of and within 4 hours after the award of the College Bonds, adjust the maturity schedule of the College Bonds in increments of \$1,000, provided however, that after the award of the College Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the Ordinance. **NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE COLLEGE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICES.** The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of College Bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County as stated herein. The County shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the College Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered. **The successful bidder may not withdraw its bid as a result of any such adjustment, and shall be bound by the terms thereof.**

It is expected that the College Bonds will be delivered to the successful bidder on or about September 22, 2022 at the Freehold, New Jersey offices of GluckWalrath LLP or at such other time or place mutually agreed upon by the purchaser and the County. **AT THE TIME OF DELIVERY OF THE COLLEGE BONDS, THE SUCCESSFUL BIDDER SHALL PROVIDE FOR THE PAYMENT FOR THE COLLEGE BONDS THROUGH THE USE OF IMMEDIATELY AVAILABLE FUNDS.** No interest will be paid upon the deposit made by the successful bidder.

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

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

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

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

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

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

**1. BIDDERS MUST SUBMIT GOOD FAITH CHECK OR WIRE TRANSFER IN THE AMOUNT OF \$54,900 PAYABLE TO THE COUNTY OF OCEAN NO LATER THAN 11:15 a.m. ON THE DAY OF SALE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS ON THE DAY PRIOR TO THE SALE TO ASSURE RECEIPT OF PAYMENT BY THE COUNTY AT THE FOLLOWING ADDRESS:**

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

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

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

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

4. Each proposal submitted must name the rate or rates of interest per annum to be borne by the College Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. The proposed rate or rates of interest to be borne by the College Bonds shall not exceed five percent (5.00%). Not more than one rate may be named for the College Bonds of the same maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed three per centum (3%). **Each proposal submitted must be for all of the College Bonds and the purchase price specified in the proposal must equal or exceed \$2,772,450 (101%), with a maximum bid price of \$2,964,600 (108%).** The College Bonds will be awarded to the bidder on whose bid the total loan may

be made at the lowest true interest cost (as such term is defined herein). The purchaser must also pay an amount equal to the interest on the College Bonds accrued to the date of payment of the purchase price.

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

#### Definitions

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

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

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

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

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

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

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

#### Establishment of Issue Price

(a) The winning bidder shall assist the Issuer in establishing the issue price of the Securities and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Securities, together with the supporting pricing wires or equivalent communications, substantially in the forms reflected as Exhibits A, B or C, which are incorporated by reference herein and are available from Bond Counsel and shall be posted with the Notice of Sale on Parity, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Securities may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor or Bond Counsel.

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

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

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

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

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

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

(c) If the successful bidder is purchasing for its own account without a present intention to reoffer the College Bonds, it must complete Exhibit A, and the provisions of paragraphs (d)-(i) below shall not apply.

(d) In the event that paragraph (c) does not apply and the Competitive Sale Requirements are satisfied, the winning bidder must complete Exhibit B, and the provisions of paragraphs (e)-(i) below shall not apply.

(e) In the event that paragraph (c) does not apply and the Competitive Sale Requirements are not satisfied, the Issuer shall so advise the winning bidder and the winning bidder must complete Exhibit C. The Issuer may determine to treat (i) the first price at which 10% of a Maturity of the Securities (the "10% test") is sold to the Public as the issue price of that Maturity and/or (ii) the initial offering price to the Public as of the Sale Date of any Maturity of the Securities as the issue price of that Maturity (the "hold-the-offering-price rule"), in each case applied on a Maturity-by-Maturity basis. Immediately following the award of the Securities, the winning bidder shall advise the Issuer if any Maturity of the Securities satisfies the 10% test. Any Maturity of the Securities as to which the winning bidder has not so advised the Issuer that the 10% test has been satisfied shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the hold-the-offering-price rule applies to any Maturity of the Securities. Bidders should prepare their bids on the assumption that some or all of the maturities of the Securities will be subject to the hold-the-offering-price rule in order to establish the issue price of the Securities.

(f) By submitting a bid, the winning bidder shall (i) confirm that the Underwriters have offered or will offer the Securities to the Public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the Underwriters participating in the purchase of the Securities, that the Underwriters will neither offer nor sell unsold Securities of any Maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the Sale Date; or
- (2) the date on which the Underwriters have sold at least 10% of that Maturity of the Securities to the Public at a price that is no higher than the initial offering price to the Public.

The winning bidder shall promptly advise the Issuer when the Underwriters have sold 10% of that Maturity of the Securities to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the Sale Date.

(g) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each Maturity of the Securities, the winning bidder agrees to promptly report to the Issuer the prices at which the unsold Securities of that Maturity have been sold to the Public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Securities of that Maturity or until all Securities of that Maturity have been sold.

(h) The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Securities to the Public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Securities to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Securities.

(i) By submitting a bid, each bidder confirms that: (i) any agreement among Underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Securities to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Securities of each Maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Securities of that Maturity or all Securities of that Maturity have been sold to the Public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among Underwriters relating to the initial sale of the Securities to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Securities to the Public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the Public the unsold Securities of each Maturity allotted to it until it is notified by the winning bidder or such Underwriter that either the 10% test has been satisfied as to the Securities of that Maturity or all Securities of that Maturity have been sold to the Public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wires.

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

- (i) "Public" means any person other than an Underwriter or a related party,
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Securities to the Public and (B) any person that agrees

pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Securities to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Securities to the Public),

(iii) a purchaser of any of the Securities is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "Sale Date" means the date that the Securities are awarded by the Issuer to the winning bidder.

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

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

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

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

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

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

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

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

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

DATED: August 22, 2022

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

The following Exhibits are incorporated by reference in the Notice of Sale:

**EXHIBIT A**  
**COUNTY OF OCEAN, NEW JERSEY**  
**\$ \_\_\_\_\_ COLLEGE CAPITAL IMPROVEMENT BONDS, SERIES 2022**  
**CERTIFICATE OF THE PURCHASER**  
**(NO REOFFERING PURCHASER)**

The undersigned, on behalf of \_\_\_\_\_ (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "College Bonds").

1. **Purchase of the College Bonds.** On the date of this certificate, the Purchaser is purchasing the College Bonds for the amount of \_\_\_\_\_. The Purchaser is not acting as an Underwriter with respect to the College Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the College Bonds (or any portion of the College Bonds or any interest in the College Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the College Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the College Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. **Defined Terms.**

(a) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the College Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the College Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the College Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax or Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the College Bonds, and by GluckWalrath LLP, Bond Counsel to the Issuer, in connection with rendering its opinion that the interest on the College Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the College Bonds.

[PURCHASER]

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

**EXHIBIT B**

**COUNTY OF OCEAN, NEW JERSEY**  
**§ \_\_\_\_\_ COLLEGE CAPITAL IMPROVEMENT BONDS, SERIES 2022**  
**ISSUE PRICE CERTIFICATE**

**(Competitive Sale Requirement Satisfied)**

The undersigned (the "Representative"), on behalf of itself and each member of the underwriting group (if any) (collectively, the "Underwriter") hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "College Bonds").

**1. Reasonably Expected Initial Offering Price.**

(a) As of the Sale Date, the reasonably expected initial offering prices and yields of the College Bonds to the Public by the Underwriter are the prices and yields listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the College Bonds used by Underwriter in formulating its bid to purchase the College Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriter to purchase the College Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the College Bonds.

(d) The Underwriter has obtained a bond insurance policy from \_\_\_\_\_ ("Insurer") in respect of the College Bonds. Based on our experience with College Bonds similar to the College Bonds (i) the bond insurance was an important factor in marketing the College Bonds and (ii) the absence of the insurance would have materially affected in an adverse manner the interest rates at which the College Bonds could have been sold. The insurance policy will be issued for a premium of \$\_\_\_\_\_, which is net of any credits or rating agency fees. No portion of the premium represents the indirect payment of costs of issuance, including rating agency fees or the provision of additional services by Insurer. The present value of the insurance is less than the present value of the interest reasonably expected to be saved as a result of using the insurance to secure the College Bonds, using as a discount rate the yield on the College Bonds, calculated with treating the premiums as interest.]

**2. Defined Terms.**

(a) *Issuer* means the County of Ocean, New Jersey.

(b) *Maturity* means College Bonds with the same credit and payment terms. College Bonds with different maturity dates, or College Bonds with the same Maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which the College Bonds are awarded by the Issuer to the winning bidder. The Sale Date of the College Bonds is \_\_\_\_\_, 2022.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the College Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the College Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the College Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Issuer's Tax or Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the College Bonds, and by GluckWalrath LLP, bond counsel to the Issuer, in connection with rendering its opinion that the interest on the College Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the College Bonds.

[REPRESENTATIVE, on behalf of itself and each member of the underwriting group]

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

**SCHEDULE A**

**EXPECTED OFFERING PRICES AND YIELDS**

EXHIBIT C

COUNTY OF OCEAN, NEW JERSEY  
\$ \_\_\_\_\_ COLLEGE CAPITAL IMPROVEMENT BONDS, SERIES 2022

ISSUE PRICE CERTIFICATE

(Hold the Price for all or some maturities)

The undersigned (the "Representative"), on behalf of itself and each member of the underwriting group (if any) (collectively, the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "College Bonds"). Select appropriate provisions below:

1. [Alternative 1<sup>1</sup> – All Maturities Use General Rule: *Sale of the College Bonds*. As of the date of this certificate, for each Maturity of the College Bonds, the first price at which at least 10% of such Maturity of the College Bonds was sold to the Public is the respective price listed in Schedule A.]

[Alternative 2<sup>2</sup> – Select Maturities Use General Rule: *Sale of the General Rule Maturities*. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the College Bonds was sold to the Public is the respective price listed in Schedule A.

2. *Initial Offering Price of the [College Bonds][Hold-the-Offering-Price Maturities]*.

(a) [Alternative 1<sup>3</sup> – All Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the College Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the College Bonds is attached to this certificate as Schedule B.]

[Alternative 2<sup>4</sup> – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the College Bonds is attached to this certificate as Schedule C.]

(b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the College Bonds, it would neither offer nor sell any of the College Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the College Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the College Bonds during the Holding Period.]

[Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the College Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the College Bonds during the Holding Period.]

[(c) The Underwriter has obtained a bond insurance policy from \_\_\_\_\_ ("Insurer") in respect of the College Bonds. Based on our experience with bonds similar to the College Bonds (i) the bond insurance was an important factor in marketing the College Bonds and (ii) the absence of the insurance would have materially affected in an adverse manner the interest rates at which the College Bonds could have been sold. The insurance policy will be issued for a premium of \$ \_\_\_\_\_, which is net of any credits or rating agency fees. No portion of the premium represents the indirect payment of costs of issuance, including rating agency fees or the provision of additional services by Insurer. The present value of the insurance is less than the present value of the interest reasonably expected to be saved as a result of using the insurance to secure the College Bonds, using as a discount rate the yield on the College Bonds, calculated with treating the premiums as interest.]

3. *Defined Terms*.

<sup>1</sup> If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

<sup>2</sup> If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

<sup>3</sup> If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

<sup>4</sup> Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b)

(a) *General Rule Maturities* means those Maturities of the College Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the College Bonds listed in Schedule B hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date \_\_\_\_\_), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the County of Ocean, New Jersey.

(e) *Maturity* means College Bonds with the same credit and payment terms. College Bonds with different maturity dates, or College Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the College Bonds. The Sale Date of the College Bonds is \_\_\_\_\_.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the College Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the College Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the College Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only.

Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the College Bonds, and by GluckWalrath LLP, bond counsel, in connection with rendering its opinion that the interest on the College Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the College Bonds.

[REPRESENTATIVE, on behalf of itself and each member of the underwriting group]

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





**SCHEDULE [B][C]**

**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)*

*Section 11.* Delegation of Power to Award and Sell College Bonds. The County Comptroller is delegated on behalf of the County the power to award and sell the College Bonds to the successful bidder. The County Comptroller shall report the results of such sale in writing at the next meeting of the Board of Commissioners.

*Section 12.* Adjustment to Maturity Schedule. The County Comptroller is hereby delegated the authority (if the County Comptroller deems it to be in the best interests of the County) up to 24 hours prior to the date of advertised sale and within 4 hours after the award of the bonds, to adjust the maturity schedule of the College Bonds in increments of \$1,000, provided that (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the Ordinance. NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE COLLEGE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED ON TM3 NEWS SERVICE. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of College Bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the County. Notice of any such adjustment shall be given to the successful bidder in the manner specified in the Notice of Sale. In the event of any such adjustment, the dollar amount (but not the interest rate or rates) bid by the successful bidder will be adjusted as provided in the Notice of Sale.

*Section 13.* Postponement of Sale. The County Comptroller is hereby delegated the authority (if the Chief Financial Officer deems it to be in the best interests of the County) (i) to postpone from time to time the sale of the College Bonds from the date specified in the Notice of Sale (or, in the case of a rescheduled sale, from such rescheduled date), in each case upon not less than 24 hours' notice, and (ii) to reschedule such sale upon not less than 48 hours' notice. Notice of any such postponement and rescheduling shall be given in the manner specified in the Notice of Sale. In the event of any such postponement and rescheduling, the County Comptroller may (and shall, if required by the Local Bond Law) cause a revised Notice of Sale and/or a revised summary thereof to be prepared and published.

*Section 14.* Agreements with The Depository Trust Company. The Comptroller is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that this issue of the County's College Bonds will be eligible for deposit with DTC, and to satisfy any obligations undertaken in connection therewith.

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

*Section 16.* Pledge of County. The full faith and credit of the County of Ocean in the State of New Jersey is hereby pledged for the payment of the principal of and interest on said College Bonds and said College Bonds shall be general obligations of the County payable as to principal and interest from *ad valorem* taxes which may be assessed on the taxable property within said County without limitation as to rate or amount.

*Section 17.* Investment of Proceeds of College Bonds. The County will make no use of the proceeds of the College Bonds which would cause the College Bonds to be arbitrage bonds; and the County hereby imposes on itself and all officers having custody or control of the proceeds of the College Bonds, throughout the term of the College Bonds, the obligation to comply with applicable requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Regulations Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2, and all other applicable regulations of the Internal Revenue Service, so that the College Bonds will not be or become arbitrage bonds.

*Section 18.* Tax Covenants. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the College Bonds, and for no other purpose, the County covenants to comply with each applicable requirement of the Code, applicable to the bonds, and the County covenants not to take any action or fail to take any action which would cause the interest on the College Bonds to lose the exclusion from gross income for federal income taxation purposes under Section 103 of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the Arbitrage Certificate and Letter of Instructions (the "Letter of Instructions") as to the Code delivered by Bond Counsel on the date of initial issuance and delivery of the College Bonds, as such letter may be amended from time to time, as a source of guidance for achieving compliance with the Code.

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

*Section 19.* Bonds Not Federally Guaranteed. The County covenants that it will take no action which would cause the College Bonds to be federally guaranteed (within the meaning of Section 149(b) of the Code).

*Section 20.* Designation of Paying Agent; Acceptance. TD Bank, National Association, Cherry Hill, New Jersey, is hereby designated to act as Paying Agent for the College Bonds. The County may at any time or from time to time by supplemental resolution appoint one or more other Paying Agents for such College Bonds. Each Paying Agent shall be a bank, trust company or national banking association doing business and having its principal office in the State of New Jersey, having trust powers, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the County a written acceptance thereof.

*Section 21.* Responsibilities of Paying Agent. The recitals of fact herein and in the College Bonds contained shall be taken as the statements of the County and the Paying Agent assumes no responsibility for the correctness of the same. The Paying Agent does not make any representations as to the validity or sufficiency of this Resolution or of any bonds issued hereunder or in respect of the security afforded by this Resolution, and shall not incur any responsibility in respect thereof. The Paying Agent shall not be under any responsibility or duty with respect to the issuance of the bonds or the application of the proceeds thereof or the application of any moneys paid to the County or others in accordance with this Resolution. The Paying 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 action or suit in respect of this Resolution or the bonds, or to advance any of its own moneys, unless properly indemnified. The Paying Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence or default.

*Section 22.* Funds Held in Trust. All moneys held by the Paying Agent, as such, at any time pursuant to the terms of this Resolution shall be and hereby are assigned, transferred and set over unto the Paying Agent in trust for the purposes and under the terms and conditions of the Resolution.

*Section 23.* Evidence on Which the Paying Agent May Act. The Paying Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion, bond, or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Whenever the Paying Agent shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an employee or officer of the County stating the same, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution in reliance thereon, but in its discretion the Paying Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by or on behalf of the County to the Paying Agent shall be sufficiently executed if executed by an employee or officer of the County.

*Section 24.* Compensation and Expenses. Unless otherwise provided by contract with the Paying Agent, the County shall pay to the Paying Agent from time to time reasonable compensation for all services rendered by it hereunder, and also reimbursement for all its reasonable expenses, charges, legal and engineering fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties hereunder. The County shall indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or default.

*Section 25.* Ownership of Bonds. The Paying Agent may become the owner of or may deal in bonds as fully and with the same rights it would have if it were not the Paying Agent.

*Section 26.* Resignation. The Paying Agent or any successor thereof may at any time resign and be discharged of its duties and obligations created by this Resolution by giving not less than sixty days' written notice to the County and mailing notice thereof, specifying the date when such resignation shall take effect, to the bondholders. Such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the County or bondholders as herein provided, in which event such resignation shall take effect immediately on the appointment of such successor.

*Section 27.* Removal. The Paying Agent, or any successor thereof, may be removed at any time by the holders of a majority in principal amount of the bonds then outstanding, excluding any bonds held by or for the account of the County, by an instrument or concurrent instruments in writing signed and duly acknowledged by such bondholders or by their attorneys duly authorized in writing and delivered to the County. The County may remove the Paying Agent at any time, for such cause as shall be determined in the sole discretion of the County by filing with the Paying Agent an instrument signed by an officer of the County and by mailing notice thereof to bondholders.

*Section 28.* Appointment of Successor. In case the Paying Agent, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Paying Agent or of its property shall be appointed, or if any public officer shall take charge or control of the Paying Agent or of its property or affairs, a successor may be appointed by the holders of a majority in principal amount of the bonds then outstanding, excluding any bonds held by or for the account of the County, by an instrument or concurrent instruments in writing signed by such bondholders or their attorneys duly authorized in writing and delivered to such successor Paying Agent, notification thereof

being given to the County and the predecessor Paying Agent. Pending such appointment, the County shall forthwith appoint a Paying Agent to fill such vacancy until a successor Paying Agent (if any) shall be appointed by bondholders as herein authorized. The County shall mail notice to bondholders of any such appointment within twenty days after such appointment. Any successor Paying Agent appointed by the County shall, immediately and without further act, be superseded by a Paying Agent appointed by the bondholders. If in a proper case no appointment of a successor Paying Agent shall be made pursuant to the foregoing provisions of this Section within forty-five days after the Paying Agent shall have given to the County written notice of resignation as provided in Section 26 hereof or after the occurrence of any other event requiring or authorizing such appointment, the Paying Agent or any bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Paying Agent. Any Paying Agent appointed under the provisions of this Section shall be a bank or trust company or a national banking association, doing business and having its principal office in the State of New Jersey and authorized by law to perform all the duties imposed upon it by this Resolution.

*Section 29.* Transfer of Rights and Property to Successor. Any successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and also to the County, an instrument accepting such appointment, and thereupon such successor Paying Agent without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Paying Agent, but the Paying Agent ceasing to act shall nevertheless, on the written request of the County or of the successor Paying Agent, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Paying Agent all the right, title and interest of the predecessor Paying Agent in and to any property held by it under this Resolution, and shall pay over, assign and deliver to the successor Paying Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the County be required by such successor Paying Agent for more fully and certainly vesting in and confirming to such successor Paying Agent any such moneys, estates, properties, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the County. Any such successor Paying Agent shall promptly notify the other Paying Agent of its appointment as such Paying Agent.

*Section 30* Merger or Consolidation. Any company into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Paying Agent or a court of competent jurisdiction may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Paying Agent without the execution or filing of any paper or the performance of any further act; provided that such company shall be a bank or trust company or national banking association which is qualified to be a successor to the Paying Agent under Section 28 hereof and shall be authorized by law to perform all the duties imposed upon it by this Resolution.

*Section 31.* Continuing Disclosure. A Continuing Disclosure Certificate in substantially the following form is hereby approved, and the County Comptroller is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the County in substantially such form, with such insertions and changes therein as the County Comptroller may approve, such approval to be evidenced by his/her execution thereof:

(Form of Continuing Disclosure Certificate for the Bonds)

#### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the County of Ocean, New Jersey (the "Issuer") in connection with the issuance by the Issuer of \$ \_\_\_\_\_ principal amount of its College Capital Improvement Bonds, Series 2022 (the "Bonds"). The Bonds are being issued pursuant to a Bond Ordinance (the "Ordinance") duly adopted by the Board of Commissioners of the Issuer (the "Board") on June 1, 2022, and a resolution duly adopted by the Board on August 17, 2022 (the "Resolution"). The Bonds are dated September \_\_, 2022 and shall mature on September 1 in the years 2023 through 2027, inclusive. The Issuer covenants and agrees as follows

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

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

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

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

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

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

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

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

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

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

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

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

"Official Statement" shall mean the Official Statement of the County, dated September \_\_, 2022, relating to the Bonds.

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

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

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

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

"State" shall mean the State of New Jersey.

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

*Section 3. Provision of Annual Reports.*

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 31, 2022 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 \_\_\_\_\_, 2022 prepared in connection with the sale of the Bonds, under the captions: "Schedule of Bond and Note Maturities", "Tax Information", "Ocean County Leading Tax Ratables - 2022", "County of Ocean Statement of Statutory Debt Condition June 5, 2022", "List of Authorized Debt as of June 15, 2022" and "Debt Ratios".

*Section 5.*        Reporting of Significant Events.

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

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

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

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

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

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

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

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

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

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

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

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

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

*Section 11.* Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful 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: \_\_\_\_\_, 2022

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: \$ \_\_\_\_\_ College Capital Improvement Bonds, Series 2022

Date of Issuance: \_\_\_\_\_, 2022

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 \_\_\_\_\_, 2022. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_, 20\_\_.

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

COUNTY OF OCEAN, NEW JERSEY

By: \_\_\_\_\_

Name:

Title:

**Section 32. Defeasance.** (A) If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owner of all bonds the principal and the redemption premium, if applicable, and the interest due or to become due thereon at the times and in the manner stipulated therein and in this Resolution, then, at the option of the County, the pledge of the County contained herein and all covenants, agreements and other obligations of the County to the owners of the bonds thereupon shall cease, shall terminate, shall become void and shall be discharged and satisfied. In such event and upon the request of the County, any paying agent shall pay over or shall deliver to the County all moneys, funds or securities held by them pursuant to this Resolution that are not required for the payment of the principal of or premium and interest due or to become due on the bonds. If the County shall pay or shall cause to be paid or if there shall be paid otherwise to the owners of all outstanding bonds of a particular maturity the principal of and the redemption premium, if any, and interest due or to become due thereon, at the time and in the manner stipulated therein and in this Resolution, such bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and all covenants, agreements and obligations of the County to the owners of such bonds shall thereupon cease, shall terminate and shall become void and be discharged and satisfied.

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

**Section 33. Application of Proceeds.** The proceeds of the sale of the College Bonds shall be paid to the Treasurer of the College and shall be paid out only in accordance with the provisions of N.J.S.A. 18A:64A-19, subject to such disbursing arrangements as may be agreed to by the County and the College, except that amounts representing original issue premium, investment earnings and/or accrued interest may be remitted to the State Treasurer in accordance with the provisions of N.J.S.A. 18A:64A-22.7.

**Section 34. Prior Actions.** Any and all actions taken prior to the date hereof are hereby ratified, approved and confirmed.

Section 35. Effective Date. This Resolution shall take effect upon adoption hereof.

The foregoing resolution was adopted by the following vote:

AYES:

NAYES:

**CERTIFICATE**

I, Michelle I. Gunther, Clerk of the Board of Commissioners of the County of Ocean, in the State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the County duly called and held on August 17, 2022 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the County this \_\_\_\_ day of August, 2022.

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Michelle I. Gunther, Clerk of the Board of Commissioners

## **RESOLUTION**

August 17, 2022

**WHEREAS**, N.J.S.A.40A:11-34(2) provides that the County, by Resolution of the Board of Commissioners, may authorize the sale of personal property not needed for public use to a municipality or other public entity of the State of New Jersey without advertising of bids; and

**WHEREAS**, the Borough of South Toms River, County of Ocean, State of New Jersey requests to purchase from the County of Ocean for \$1.00:

1. 2001 Chevrolet Express VIN# 1GAHG39F911214402; and

**WHEREAS**, it has been determined that the above listed vehicle / equipment is no longer needed for public use by the County of Ocean.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, that the Board has agreed upon the purchase price authorizing the execution of any and all necessary documents to transfer ownership of said vehicle / equipment to the Borough of South Toms River, County of Ocean, State of New Jersey.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the Ocean County Director of Management and Budget, Department of Finance, County Auditor, Department of Insurance & Risk Management, Vehicle Services and the Borough of South Toms River.

**RESOLUTION 2022-106**  
**RESOLUTION OF THE BOROUGH OF SOUTH TOMS RIVER,**  
**COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING SURPLUS PROPERTY FROM**  
**OCEAN COUNTY VEHICLE SERVICES**

**WHEREAS**, the Ocean County Vehicle Services, address of 152 Chestnut Street Toms River, NJ 08753, is the owner of certain surplus property which is no longer needed for public use; and

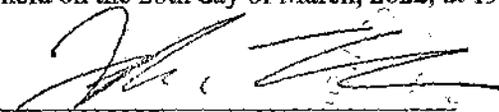
**WHEREAS**, the Ocean County Vehicle Services is desirous of donating said surplus property in an "as is" condition without express or implied warranties, and has requested the Governing Body of the Borough of South Toms River to authorize the acceptance of such surplus property.

**NOW THEREFORE, BE IT RESOLVED** by the Governing Body in the Borough of South Toms River, County of Ocean, as follows:

- (1) The acceptance of the surplus property:  
2001 Chevrolet Express 1GAHG39F911214402
- (2) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

**CERTIFICATION**

I, Joseph A. Kostecki, Municipal Clerk of the Borough of South Toms River, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Borough Council of South Toms River at their regular meeting held on the 28th day of March, 2022, at 19 Double Trouble Road, South Toms River, New Jersey.

  
\_\_\_\_\_  
Joseph A. Kostecki, MPA, CMC, RMC, QPA, CMR  
Municipal Clerk



## **RESOLUTION**

**August 17, 2022**

**WHEREAS**, the County has established the Community Development Block Grant (CDBG) Housing Rehabilitation Program and the HOME Housing Rehabilitation Program to assist eligible homeowners with necessary repairs to their properties;

**WHEREAS**, the Ocean County Department of Planning is the lead agency in the administration of the CDBG and HOME Housing Rehabilitation Programs; and

**WHEREAS**, this program is administered by a housing rehabilitation consultant, Affordable Housing Alliance, pursuant to the terms of a Competitive Contract Award; and

**WHEREAS**, the County has established rehabilitation program guidelines and legal documents which include maximum subsidy limits, as required by the United States Department of Housing and Urban Development; and

**WHEREAS**, the project cost cap is \$20,000 for the CDBG Housing Rehabilitation Program and \$50,000 for the HOME Housing Rehabilitation Program; and

**WHEREAS**, the existing limits need to be updated in relation to the increase in housing and material costs; and

**WHEREAS**, the County recommends increasing the maximum subsidy limit to \$25,000 for the CDBG Housing Rehabilitation Program; and

**WHEREAS**, it is the recommendation that the County amend the existing program guidelines and legal documents to reflect the adjustments detailed above.

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

1. The Board of Commissioners, County of Ocean, State of New Jersey hereby adopts the amended Ocean County Housing Rehabilitation Program Policy and Procedural Manual for the Community Development Block Grant (CDBG) and HOME Housing Rehabilitation Program.
2. A certified copy of this resolution shall be made available to: the Ocean County Planning Department, County Comptroller, County Auditor, US Housing and Urban Development, and Affordable Housing Alliance.

# RESOLUTION

August 17, 2022

**WHEREAS**, the Ocean County Police Academy would like to revise the current out of county participant fee schedule; and

**WHEREAS**, the revision of said schedule would enable the Ocean County Police Academy to charge fees for out of county participants which are consistent with other Police Training Commission approved academies; and

**WHEREAS**, out of county participants are defined as participants that are sponsored by agencies that are physically located outside the legal boundaries of Ocean County; and

**WHEREAS**, the revised schedule of fees for out of county participants is listed on Schedule A (attached).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY** hereby authorizes the revision of the out of county participant fee schedule.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the Ocean County Department of Finance and Ocean County Sheriff's Office.

## SCHEDULE A

Basic Course for Police Officers (BCPO)	\$1,500.00
Special Law Enforcement Officer II (SLEO II)	\$1,500.00
Basic Course for Corrections Officers (BCCO)	\$1,500.00
SLEO II to BCPO Waiver Program	\$ 500.00
Special Law Enforcement Officer I (SLEO I)	\$ 250.00

RESOLUTION

August 17, 2022

**WHEREAS**, the New Jersey Department of Transportation (NJDOT) plans to undertake certain improvements to U.S. Route 9 in Toms River Township; and

**WHEREAS**, as part of those improvements, the NJDOT proposes to work within a 1,459 S.F. frontage area and modify the access points to Block 172, Lot 29, Toms River Township, which is owned by the County of Ocean, to conform to the current requirements of the New Jersey Highway Access Management Code, and therefore requires a Temporary Construction Easement from the County; and

**WHEREAS**, the County Engineering Department has determined that the proposed modifications will not adversely affect the County's use of the property;

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

1. The Ocean County Administrator is hereby authorized and directed to execute the NJDOT Site Work Agreement on the behalf of the Ocean County Board of Commissioners.
2. The Ocean County Administrator is hereby authorized and directed to execute any and all other documents as may be necessary to implement and carry out the intent of this Resolution.
3. A certified copy of this Resolution, together with a fully executed copy of the NJDOT Site Work Agreement shall remain on file and be available for public inspection at the office of the Clerk of the Board of Commissioners.
4. Certified copies of this Resolution shall be made available to New Jersey Department of Transportation, Ocean County Engineering Department, Finance Department, and the Transportation Services Department.

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

### **AUTHORIZING ENTRANCE INTO A SIDEBAR AGREEMENT WITH OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32, REGARDING VEHICLE SERVICES SUPERVISORS**

August 17, 2022

**WHEREAS**, the County of Ocean ("County") is a party to a collective negotiations agreement with Office and Professional Employees International Union, Local 32 ("OPEIU"), having a term of April 1, 2020 through March 31, 2023; and

**WHEREAS**, said collective negotiations agreement sets forth the terms and conditions of employment for blue collar supervisory employees; and

**WHEREAS**, there is a need to have a blue collar supervisor on-call within the Vehicle Services Department for issues which arise outside of normal working hours to not only protect County property, but also to ensure vehicles are in proper working order for the welfare and safety of County employees and the residents of Ocean County; and

**WHEREAS**, the negotiation representatives of the County and the OPEIU have reached a Sidebar Agreement relative to an on-call stipend for blue collar supervisors within the Vehicle Services Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, on this 17<sup>th</sup> day of August 2022, that the Sidebar Agreement with Office and Professional Employees International Union, Local 32, attached hereto, is hereby approved.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution, and the executed collective negotiations agreement, shall be sent to the Office and Professional Employees International Union, Local 32, County Vehicle Services Department, Employee Relations Department, Finance Department, and any individual requesting it.

## RESOLUTION

### **AUTHORIZING ENTRANCE INTO A COLLECTIVE NEGOTIATIONS AGREEMENT WITH THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 98**

August 17, 2022

**WHEREAS**, the County of Ocean ("County") and the Firemen's Mutual Benevolent Association, Local 98 ("FMBA") are parties to a collective negotiations agreement which expired on March 31, 2021; and

**WHEREAS**, the FMBA represents regular full-time employees holding the title of Assistant Fire Marshal; and

**WHEREAS**, the County and FMBA have engaged in negotiations for a successor agreement to the one that expired on March 31, 2021; and

**WHEREAS**, the negotiating teams of the parties have reached an understanding, which has been approved and agreed by a majority vote of the membership of the Firemen's Mutual Benevolent Association, Local 98.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, on this 17<sup>th</sup> day of August, 2022, that the collective negotiations agreement between the County of Ocean and the Firemen's Mutual Benevolent Association, Local 98, representing full-time employees holding the title of Assistant Fire Marshal, for the period of April 1, 2022 through March 31, 2025, is hereby approved.

**BE IT FURTHER RESOLVED** the Director of the Board of Commissioners is hereby authorized and directed to execute the collective negotiations agreement between the County of Ocean and the Firemen's Mutual Benevolent Association, Local 98.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution, and the executed collective negotiations agreement, shall be sent to the County Administrator, Director of Employee Relations, Finance Department, and the appropriate union officials.

**RESOLUTION**

**AUGUST 17, 2022**

**WHEREAS**, the New Jersey Division of Alcoholic Beverage Control Board (NJABC) issued new special conditions on each limited brewery licensee in the state beginning Friday, July 1, 2022; and

**WHEREAS**, under the license conditions, craft breweries are limited to hold 25 on-site activities open to the general public annually, as well as 52 private parties. Breweries can also attend 12 off-premises event, such as town, charitable and holiday celebrations; and

**WHEREAS**, under these license conditions, craft breweries have restrictions on the types of live or record music they can play or host, limits what food options they can make available to customers, bans the sale of coffee, and prohibits the sale of soft drinks and other non-alcoholic beverages not made onsite at the brewery; and

**WHEREAS**, according to the national Brewers Association, the one-hundred and forty-one craft breweries operating in New Jersey in calendar year 2021 contributed almost \$2 billion to the state's economy, creating over 11,000 jobs at an annual income of more than \$55,000 per employee; and

**WHEREAS**, Ocean County is home to twelve microbreweries; and

**WHEREAS**, visiting these microbreweries is about each of their unique experience, and these proprietors have found exciting ways to engage other local businesses, vendors and artists in their communities; and

**WHEREAS**, these new conditions will force local, homegrown small businesses to rethink business models and closely consider which events they should participate in or host, which will reduce their profits and their opportunities to engage in their communities; and

**WHEREAS**, On August 8, 2022 NJ Legislative Bill Number S3042 sponsored by Senator Michael Testa (R-1) was introduced to allow a limited brewery license holder to engage in certain activities, and establishes farm brewery and winery-brewery license and other unreasonable regulatory restrictions; and

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, strongly opposes the New Jersey Division of Alcoholic Beverage Control's Special Conditions on Limited Brewery Licensees and calls on the NJABC to suspend enforcement until legislation can be adopted addressing the issue.

**BE IT FURTHER RESOLVED**, that copies of this resolution be forwarded to each municipality in Ocean County, all the counties of New Jersey, the leaders of the New Jersey Legislature and Governor Phil Murphy.

**RESOLUTION**

August 17, 2022

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

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

<u>NAME</u>	<u>PERMIT NO.</u>	<u>ISSUED</u>	<u>AMOUNT</u>	<u>TYPE</u>
A to Z Site Contractors, Inc. Bond #1006 (Bond Payable to Baron Builders, 944 East County Line Road, Lakewood, NJ 08701)	21-351	7/8/21	\$1,000.00	Cash
Whiting DG, LLC Bond #133	21-605	9/10/21	\$1,100.00	Cash

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

**No Associated  
Documents**

**No Associated  
Documents**

# MEMORANDUM

**To:** Members of the Board of Commissioners

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

**Date:** July 1, 2022

**Subject:** **Summary of Pre-Board Meeting of June 29, 2022**

**Copies to:** Michelle I. Gunther, Clerk of the Board  
Michael J. Fiure, Assistant County Administrator  
Robert Greitz, Director of Employee Relations

Director John P. Kelly 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:**

Director John P. Kelly  
Deputy Director Virginia E. Haines  
Commissioner Barbara Jo Crea  
Commissioner Gary Quinn

**Not Present:**

Commissioner Joseph H. Vicari

Carl W. Block, County Administrator  
Christine Allen, Recording Secretary  
Michelle I. Gunther, Clerk of the Board  
Robert Greitz, Director of Employee Relations  
Michael J. Fiure, Assistant County Administrator  
John Ernst, County Engineer  
Julie N. Tarrant, Comptroller/CFO  
John C. Sahradnik, Jr., County Counsel

Director Kelly and Mr. Ernst reviewed the items listed on the attached Engineering Department agenda which included the recommendation to advertise for the Ocean County underground storage tank removal and upgrade project at the Transportation Garage and Administration Building in Toms River. Mr. Ernst discussed the recommendation to award the replacement of the Railroad Avenue Bridge, Structure No. 1508-005, carrying Railroad Avenue over Westecunk Creek in Eagleswood Township to Walters Marine Construction, Inc. from Ocean View, NJ in the amount of \$2,282,282.65. This award is contingent upon NJDOT approval. There were no questions or comments and all items will be listed on the Board Agenda for the July 6, 2022 Board meeting.

Commissioner Haines and Mr. Agliata discussed multiple Open Space Acquisitions recommended by the Natural Lands Trust Fund Advisory Committee. Mr. John Klusman of Hope Chapel Road in Lakewood Township has offered to donate a 2.49-acre property

including a house, garage, and greenhouse structures. The Parks Department has indicated an interest in using the property as an arboretum. Berkeley Township has supported the acquisition of a 0.16-acre property located on Dorrance Drive in Berkeley Township adjacent to 700 acres of existing NLTF open space property in the Good Luck Point Project Area. The owner accepted a negotiated offer of \$165,000.00. Berkeley Township also supported the acquisition of a 0.25-acre parcel on Good Luck Drive. The owner accepted a negotiated offer of \$25,000. Acquisition of this property will preserve the last undeveloped beach front property within the Good Luck Point Project Area. A 0.172-acre inholding lot within the Mill Creek Headwaters project area in Berkeley Township was also recommended. The property owner accepted a negotiated offer of \$9,000.00. The Mill Creek Headwaters project area includes approximately 74 acres of Township owned property recently approved for donation to the County.

Ms. Gunther reviewed the Clerk of the Board's agenda for the Board meeting of July 6, 2022. There were no questions or comments.

Director Kelly asked the Board members for comments.

Commissioner Crea stated that three Household Hazardous Waste Program events will take place in the Fall of 2022. Lacey Township DPW will host a collection on Saturday, September 10, 2022. On Saturday October 8, 2022 Toms River will hold one at the FOP Lot, and on October 29, 2022, Long Beach Township will host an event at the DPW Lot.

Director Kelly mentioned that the Board members should enjoy the Holiday weekend while celebrating the birth of our nation.

There were no additional comments.

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

On a motion by Commissioner Haines, seconded by Commissioner Quinn, the meeting moved to Closed Session at 4:21pm for personnel discussion, appointments, reappointments, property acquisition and possible litigation. The motion was unanimously carried.

The meeting returned to Open Session at 4:35pm. There being no further business, on a motion by Commissioner Crea, seconded by Commissioner Haines, the meeting adjourned at 4:35pm.

REVISED - FINAL

ENGINEERING DEPARTMENT AGENDA

Pre-Board Meeting of:

June 29, 2022

For Board Meeting of:

July 6, 2022

RECOMMEND ADVERTISEMENT

1. Ocean County UST Removal & Upgrade Project Transportation Garage & Administration Building, Township of Toms River

RECOMMEND AWARD

1. Replacement of Railroad Avenue Bridge, Structure No. 1508-005, Carrying Railroad Avenue Over Westecunk Creek, Township of Eagleswood.  
Contractor: Walters Marine Construction, Inc., Ocean View, NJ.  
Amount: \$2,282,282.65  
**Award Contingent Upon NJDOT Approval**

MISCELLANEOUS

1. Bond Release Resolution.
2. Resolution amending the Ocean County Annual Transportation Program for Fiscal Year 2018 to include the Reconstruction and Resurfacing of Brookside Drive from NJ State Highway No. 37 East to Cedar Grove Road, Township of Toms River.
3. Resolution authorizing a grant extension request for the NJ Department of Transportation FY2020 Annual Transportation Program for the Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2020B, Various Townships.
4. Resolution authorizing a grant extension request for the NJ Department of Transportation FY2020 Annual Transportation Program for the Reconstruction and Resurfacing of Brookside Drive from NJ State Highway No. 37 East to Cedar Grove Road, Township of Toms River.
5. Resolution authorizing the revision of the Traffic Signal at the intersection of County Road #11 (Route 549/Hooper Avenue) and County Road #30 (Madison Avenue) (DVR-24) in the Township of Toms River.
6. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$181,217.28 to T & M Associates for Construction Project Management and Inspection Services for Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2020D (QP2021-121).
7. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$350,155.26 to Urban Engineers, Inc. for Construction Project Management and Inspection Services for Replacement of Duck Farm Bridge (Structure No. 1506-013); Hooper Avenue (CR 631) Over Cedar Bridge Branch of the Metedeconk River, Brick Township (QP2021-121).

8. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$10,880.00 to French & Parrello Associates, P.A. for Consultant Material Sampling, Inspection and Testing Services for Replacement of Duck Farm Bridge (Structure No. 1506-013), Hooper Avenue (CR 631) Over Cedar Bridge Branch of Metedeconk River, Brick Township (QP2022-87).
9. Resolution amending account numbers for a Resolution adopted on February 5, 2020 to Assuncao Brothers, Inc. for the Construction of Traffic Signal at the Intersection of Prospect Street and Massachusetts Avenue, Lakewood Township (B2020-19E).

## **MOTION**

**June 29, 2022**

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

- Personnel** Leaves of absence, change of position, titles and updates on filling of positions and promotional appointments.
- Appointments** OC Agriculture Development Board  
OC Mental Health Board
- Reappointments** None at this time
- Discussion** None at this time

**BE IT FURTHER RESOLVED THAT THE MINUTES OF THIS MEETING WILL BE MADE AVAILABLE TO THE PUBLIC UPON FINAL ACTION BEING TAKEN IN ACCORDANCE WITH THE PROVISIONS OF SAID LAW.**

**No Associated  
Documents**

# MEMORANDUM

**To:** Members of the Board of Commissioners

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

**Date:** July 14, 2022

**Subject:** **Summary of Pre-Board Meeting of July 13, 2022**

**Copies to:** Michelle I. Gunther, Clerk of the Board  
Michael J. Fiure, Assistant County Administrator  
Robert Greitz, Director of Employee Relations

Director John P. Kelly 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:**

Director John P. Kelly  
Deputy Director Virginia E. Haines  
Commissioner Barbara Jo Crea  
Commissioner Gary Quinn

**Not Present:**

Commissioner Joseph H. Vicari

Carl W. Block, County Administrator  
Christine Allen, Recording Secretary  
Michelle I. Gunther, Clerk of the Board  
Robert Greitz, Director of Employee Relations  
Michael J. Fiure, Assistant County Administrator  
John Ernst, County Engineer  
Julie N. Tarrant, Comptroller/CFO  
John C. Sahradnik, Jr., County Counsel

Director Kelly and Mr. Ernst reviewed the items listed on the attached Engineering Department agenda which included the permission to advertise for Traffic Signal Upgrades, Contract 2022A in Toms River, Point Pleasant Beach, and Lakewood Townships. The recommendation to award the Reconstruction and Resurfacing of Brookside Drive from State Route 37 East to Cedar Grove Road in Toms River Townships No. II. to Earle Asphalt from Farmingdale, NJ in the amount of \$1,438,513.13. Earle Asphalt was also the lowest bidder for Contract 2020B for the Reconstruction and Resurfacing of Portions of Certain County Roads in the amount of \$3,891,513.13. The Reconstruction and Resurfacing of Washington Street (C.R. #4) from Lexington Avenue to Whittier Avenue in the Township of Toms River will also be awarded to Earle Asphalt in the amount of \$2,383,513.13. The Replacement of the Duck Farm Bridge (Structure No. 1506-013), on Hooper Avenue (C.R. 631) over the Cedar Bridge Branch of the

Metedeconk River in Brick Township. The Contractor is Rencor, Inc. from Somerville, NJ in the amount of \$4,106,036.35. All of these recommendations for award are contingent upon NJDOT approval. There were no questions or comments and all items will be listed on the Board Agenda for the July 20, 2022 Board meeting.

Ms. Gunther reviewed the Clerk of the Board's agenda for the Board meeting of July 20, 2022. There were no questions or comments.

Director Kelly asked the Board members for comments.

Commissioner Haines enjoyed attending the Boy Scout Court of Honor where certificates and awards were presented to Charles Koch, III for becoming an Eagle Scout.

There were no additional comments.

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

On a motion by Commissioner Haines, seconded by Commissioner Quinn, the meeting moved to Closed Session at 4:15pm for personnel discussion, appointments, reappointments, property acquisition and possible litigation. The motion was unanimously carried.

The meeting returned to Open Session at 5:25pm. There being no further business, on a motion by Commissioner Crea, seconded by Commissioner Haines, the meeting adjourned at 5:25pm.

CWB/ca

FINAL

ENGINEERING DEPARTMENT AGENDA

Pre-Board Meeting of: July 13, 2022

For Board Meeting of: July 20, 2022

RECOMMEND ADVERTISEMENT

1. Construction of Traffic Signal Upgrades Contract 2022A, Various Townships

RECOMMEND AWARD

1. Reconstruction and Resurfacing of Brookside Drive from NJ State Highway No. 37 East to Cedar Grove Road, Township of Toms River, No. II  
Contractor: Earle Asphalt Company, Farmingdale, NJ  
Amount: \$1,438,513.13  
**Award Contingent Upon NJDOT Approval**
2. Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2020B  
Contractor: Earle Asphalt Company, Farmingdale, NJ  
Amount: \$3,891,513.13  
**Award Contingent Upon NJDOT Approval**
3. Reconstruction and Resurfacing of Washington Street (C.R. #4) from Lexington Avenue to Whittier Avenue, Township of Toms River  
Contractor: Earle Asphalt Company, Farmingdale, NJ  
Amount: \$2,383,513.13  
**Award Contingent Upon NJDOT Approval**
4. Replacement of Duck Farm Bridge (Structure No. 1506-013), Hooper Avenue (C.R. 631) over Cedar Bridge Branch of the Metedeconk River, Brick Township  
Contractor: Rencor, Inc., Somerville, NJ  
Amount: \$4,106,036.35  
**Award Contingent Upon NJDOT Approval**

MISCELLANEOUS

1. Bond Release Resolution.
2. Resolution authorizing the installation of safety measures at the intersection of County Road #55 (Route 618/Veterans Boulevard/Serpentine Drive) and Serpentine Drive in the Township of Berkeley.

3. Resolution authorizing the installation of safety measures on County Road #10 (Cedar Avenue) in the Township of Lacey.
4. Resolution authorizing the execution of an Agreement between the County of Ocean, the State of New Jersey, and the Borough of Point Pleasant for the vacation of a portion of lands bisecting Block 39, Lot 1 and Block 169.01, Lot 34, a/k/a Old Route 88, located in Point Pleasant Borough, Ocean County, New Jersey.
5. Resolution acknowledging the following twenty (20) firms are qualified and eligible to perform On-Call Environmental Engineering Professional Services, Where and As Directed by the Ocean County Engineer on a project specific contract basis: T&M Associates; Dewberry Engineers, Inc.; Mott MacDonald, LLC; ACT Engineers, Inc.; Colliers Engineering & Design, Inc. (dba Maser Consulting); NV5, Inc.; Greenman-Pedersen, Inc.; CME Associates; BL Companies Architects/Engineers New Jersey, Inc.; French & Parrello Associates, P.A.; Vanasse Hangen Brustlin, Inc.; Johnson, Mirmiran, & Thompson, Inc.; Suburban Consulting Engineers, Inc.; Environmental Resolutions, Inc.; Churchill Consulting Engineers, PC; Matrix New World Engineering, Land Surveying and Landscape Architecture, PC; Remington & Vernick Engineers; Engineering & Land Planning Associates, Inc.; E2 Project Management LLC and JM Sorge, Inc.
6. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$176,691.72 to Dewberry Engineers, Inc. for Construction Project Management and Inspection Services for Replacement of Railroad Avenue Bridge, Structure No. 1508-005, Carrying Railroad Avenue Over Westecunk Creek, Township of Eagleswood (QP2021-121).
7. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$7,790.00 to Atlantic Engineering Laboratories, Inc. for Consultant Material Sampling, Inspection and Testing Services for the Replacement of Railroad Avenue Bridge, Structure No. 1508-005), Carrying Railroad Avenue Over Westecunk Creek, Township of Eagleswood (QP2022-87).

## **MOTION**

**July 13, 2022**

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

<b>Personnel</b>	Leaves of absence, change of position, titles and updates on filling of positions and promotional appointments.
<b>Appointments</b>	OC Utilities Authority
<b>Reappointments</b>	OC Mental Health Board OC Transportation Advisory Board
<b>Discussion</b>	Lease Agreements Litigation

**BE IT FURTHER RESOLVED THAT THE MINUTES OF THIS MEETING WILL BE MADE AVAILABLE TO THE PUBLIC UPON FINAL ACTION BEING TAKEN IN ACCORDANCE WITH THE PROVISIONS OF SAID LAW.**

**No Associated  
Documents**

# MEMORANDUM

**To:** Members, Board of Commissioners

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

**Date:** July 28, 2022

**Subject:** **Summary of Pre-Board Meeting of July 27, 2022**

**Copies to:** Michelle Gunther, Clerk of the Board  
Michael J. Fiure, Assistant Administrator  
Robert Greitz, Director, Employee Relations

Director John P. Kelly opened the meeting at 4:00 PM and read the Statement of Compliance with the Open Public Meetings Act. The Deputy Clerk of the Board called the roll.

**Present:**

Director John P. Kelly  
Commissioner Virginia E. Haines  
Commissioner Barbara Jo Crea  
Commissioner Joseph H. Vicari

Carl W. Block, County Administrator  
Deborah A. Gries, Recording Secretary  
Danielle DiStasi-Valdez, Deputy Clerk of the Board  
Robert Greitz, Director of Employee Relations  
Michael J. Fiure, Assistant County Administrator  
John Ernst, County Engineer  
Julie N. Tarrant, Comptroller/CFO  
John C. Sahradnik, County Counsel

**Absent:**

Commissioner Gary Quinn

At the request of Director Kelly, Ms. Danielle DiStasi-Valdez, Deputy Clerk of the Board requested a moment of silence in remembrance of Assemblyman Ron Dancer, who served the people of Ocean County for nearly 40 years.

Members, Board of Commissioners

July 28, 2022

Summary of the Pre-Board meeting of July 27, 2022

Page 2

Director Kelly introduced County Engineer, Mr. John Ernst to discuss preliminary engineering and environmental permitting for operation improvements to the Garden State Parkway (GSP) mileposts 80 to 83. Director Kelly stated that a few weeks ago Engineering met with the New Jersey Turnpike Authority (NJTA). Mr. Ernst reported these improvements will affect the GSP between mileposts 80 – 83 which includes Rt. 9/Dover Road, Water Street and Lakehurst Roads and Route 37. The purpose will be to improve accessibility, increase safety and travel times. Currently, this section of the GSP mainline and ramps, as well as, the roadways surrounding these exits are very congested therefore, become unsafe and prone to accidents. The work is expected to include operational and safety improvements, extended auxiliary lanes, improve substandard shoulders and complete missing ramp movements, specifically at Interchange 82. This will be designed similarly to Interchange 89 improvements at Route 70. Commissioner Haines reiterated this is a very dangerous area and it is great to hear of these improvements. Mr. Ernst stated this is projected to be a four (4) year project. Director Kelly mentioned it takes quite some time to make such improvements. He then asked for Mr. Ernst's opinion of this project. Mr. Ernst replied that he agrees with the project and believes it will assist in safety of vehicles and drivers, not only for getting on and off the parkway, but in the surrounding areas as well. Director Kelly stated the original idea of the GSP was to have less exits and today look at how many exits and entrances there are. Director Kelly then asked if there were any questions. Being none, he then asked Mr. Ernst to review the Engineering Agenda.

Mr. Ernst requested permission to advertise for traffic safety improvements on Whitesville Road from Route 571 to Cox Cro Road. Mr. Ernst then explained a few of the safety improvements planned such as incorporating a three (3) lane section and traffic signals. Director Vicari asked if these improvements were considered in the plan from a few years ago. Mr. Ernst said they were. Mr. Ernst stated there were other miscellaneous items. Director Kelly thanked Mr. Ernst and asked the Board if there were any questions. Being none, Director Kelly introduced Commissioner Vicari and Mr. Agliata, Planning Director.

Commissioner Vicari thanked the Director and said it is all good news. The FAA is very generous and I do not think Ocean County has ever lost a grant. This award is for the Airport Apron Rehabilitation Grant Phase 3 and 4. Mr. Agliata showed the Board a map of the airport area. Commissioner Vicari stated most of the funding stays in Ocean County and this work will help in keeping construction workers working. Approval would be placed on the next Board meeting, August 3, 2022.

A discussion ensued about monies received from the FAA over the past years; the work that has been done at the airport, including but not limited to twelve (12) new hangars built and rented, future building of possibly seven (7) more hangars and safety features, such as the crosswinds runway.

All work is built to FAA regulations. Commissioner Vicari explained that the airport is basically self-serving financially through its rentals. Mr. Agliata explained various areas on the map for clarification of the proposed rehabilitation of the airport apron. This is a four (4) phase project. Mr. Agliata stated, the total cost of all phases of the Apron Rehabilitation Project is \$3,514,399 and the FAA grants will cover \$3,497,732 with the County's financial contribution of \$16,667. The total amount received from the FAA grant for Phases 3 and 4 is \$1,453,652 with \$16,667 in matching funds. Construction began June 2022 and has a project completion in early Fall 2022.

Director Kelly asked Deputy Clerk of the Board, Ms. DiStasi-Valdez to review the Preliminary Board Agenda for the Board Meeting of August 3, 2022. Ms. DiStasi-Valdez reviewed the Preliminary Board Agenda and stated there were seven (7) ordinances for public hearing. Director Kelly then explained to the Board there will only be three (3) Commissioners at the August 3, 2022 Board meeting. Ms. DiStasi-Valdez noted this information and continued the review of the agenda. Director Kelly asked for any comments. There were none.

The Director asked for Commissioners' comments.

Commissioner Vicari commented on the people who had to work outside through the heatwave. He stated the HVAC systems are breaking down due to the strain on them due to the heat and that parts are very difficult to receive in a timely fashion. He suggested buying repair parts and keeping some of them in inventory for such a purpose. Commissioner Vicari will request a report on the various necessary parts to maintain the systems' operation. These parts would be expected to be used within a 2-year period.

Commissioner Vicari then stated that with this prolonged heat, mail order medications are a concern not only for the senior community but for anyone using this service. Some medications tend to lose their strength or can even go bad in intense heat. A discussion ensued amongst the Commissioners regarding this issue. Commissioner Vicari emphasized, the heat can cause a decrease in the drugs' effectiveness.

Members, Board of Commissioners  
July 28, 2022  
Summary of the Pre-Board meeting of July 27, 2022  
Page 4

Commissioner Haines stated she and a group of staff members visited various farmlands within Ocean County to celebrate 25 years of farmland preservation. Each of the farms voiced a difficulty with not having much rain this season. Commissioner Haines agreed this is a problem for the farmers and spoke about the severity of the drought. She stated the group did not get to visit all the farms, but she and the staff will be planning to visit those not visited in the future. Commissioner Haines shared a few of the more interesting aspects from some of the farm visits. Commissioner Vicari stated Assemblyman Ron Dancer was a strong supporter of farmland for many years.

Administrator Block stated Ocean County has received a CAFRA permit for the Stafford Library final version. He said there is enough space for the library and parking, however that is all. Ms. Julie Tarrant, Comptroller will be coordinating meetings moving forward on this project. Administrator Block distributed a map explaining the Stafford Library project and said he and Mr. Ernst are considering recommending bidding the site work now and the building when the plans are ready.

There were no additional comments.

Ms. DiStasi-Valdez read the resolution to move to closed session.

On a motion by Commissioner Haines, seconded by Commissioner Vicari, the meeting moved to Closed Session at 4:39 p.m. for personnel discussion, appointments, reappointments, property acquisition and possible litigation. The motion was unanimously carried.

The meeting returned to Open Session at 5:17 PM. There being no further business, on a motion by Commissioner Crea, seconded by Commissioner Vicari, the meeting adjourned at 5:17 PM.

CWB/dag

REVISED - FINAL

ENGINEERING DEPARTMENT AGENDA

Pre-Board Meeting of:

July 27, 2022

For Board Meeting of:

August 3, 2022

RECOMMEND ADVERTISEMENT

1. Traffic Safety Improvements along County Route 527 from C.R. 571 to Cox Cro Road, Township of Toms River

MISCELLANEOUS

1. Bond Release Resolution.
2. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$68,974.39 to Stantec Consulting Services, Inc. for additional funds for Traffic Engineering Professional Services for Cross Street (C.R. 626) Reconstruction, Augusta Boulevard to East Veterans Highway (C.R. 528), Jackson and Lakewood Townships (PP2018-60).
3. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$30,000.00 to Paulus, Sokolowski & Sartor, LLC for additional funds for Professional Engineering Services for Underground Storage Tanks Site Investigation at the Transportation Garage and County Administrative Building, Toms River Township (QP2021-64).
4. Resolution authorizing the issuance of a purchase order in an amount not to exceed \$34,894.31 to French & Parrello Associates, P.A. for additional funds for Bridge Design Services for the Replacement of Railroad Avenue Bridge, Structure No. 1508-005, Carrying Railroad Avenue Over Westecunk Creek, Eagleswood Township (QP2018-170).
5. Resolution authorizing the execution of a Shared Services Agreement between the County of Ocean and the Borough of Ship Bottom for the construction and installation of County storm drainage system located at the 3rd Street Public Works Garage, Ship Bottom Borough.
6. Resolution authorizing an Agreement between the County of Ocean and the Township of Lakewood for the purpose of installation and operation of a traffic signal at the intersection of County Road #9 (Route 526/West County Line Road) and Brookwood Parkway in the Township of Lakewood (LKWD-74).

## **MOTION**

**July 27, 2022**

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

<b>Personnel</b>	Leaves of absence, change of position, titles and updates on filling of positions, promotional appointments and other personnel matters.
<b>Appointments</b>	None at this time.
<b>Reappointments</b>	None at this time
<b>Discussion</b>	None at this time

**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.**

## MOTION

August 17, 2022

Motion approving the distribution of Requests for Proposals and/or Requests 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:

Nikon D5 Camera Upgrade for Existing DCS5 Alternative Light System

MOTION

August 17, 2022

On motion duly made, seconded and carried, the plans and specifications for the **Improvements to Castlebuono Avenue from Hooper Avenue to Salerno Drive, Toms River Township** were approved and the proper officers of the Board were authorized and directed to advertise.



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

JULIE N. TARRANT  
County Comptroller & CFO

CATHY A. ERNST  
Assistant Comptroller

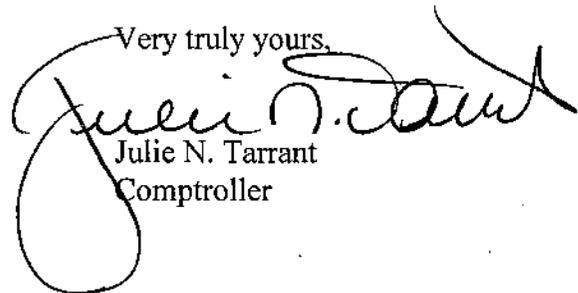
August 12, 2022

Board of Commissioners  
Ocean County Administration Building  
Toms River, New Jersey 08754

Dear Board Members:

Accompanying this letter, you will find a copy of the Master Payroll for the payment of all employees of the County of Ocean, setting forth the amounts to be paid on August 17, 2022. This is for the payroll period of July 21, 2022, through August 3, 2022, and for the payroll period of August 4, 2022 through August 17, 2022. These payments were made in accordance with the Resolution passed by your Board on June 21, 1972.

Very truly yours,



Julie N. Tarrant  
Comptroller

JNT/dmd  
Pay 22-17  
Pd. 08/17/22

CLERK OF THE BOARD  
OF BOARD OF COMMISSIONERS

2022 AUG 12 P 4: 11

RECEIVED

**COUNTY OF OCEAN, NJ  
DEPARTMENT OF FINANCE  
MASTER PAYROLL CERTIFICATION**

08/12/22

AMOUNT \$ 6,195,763.56

PERIOD FROM: July 21, 2022 TO: August 3, 2022  
FROM: August 4, 2022 TO: August 17, 2022

FUND	BANK #	CHECK #	AMOUNT
016	01	wire	5,363,225.18
020	07	wire	0.00
022	09	wire	2,814.76
905	26	wire	6,361.86
209	67	wire	727,711.21
210	68	wire	77,108.09
211	62	wire	11,509.64
225	97	transfer	7,032.82

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

Received by the Board of Commissioners

\_\_\_\_\_  
Clerk of the Board

**No Associated  
Documents**

RESOLUTION

August 17, 2022

**WHEREAS**, as a result of an engineering and traffic investigation it is deemed necessary to install safety measures at the intersection of County Road #50 (East Bay Avenue) and Marsha Drive in the Township of Stafford.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, AS FOLLOWS:**

Traffic striping, signing and a channelizing system is installed as a safety improvement as follows:

**LOCATION**

**DESIGNATED PLAN**

CR #50 (East Bay Avenue)  
and Marsha Drive  
Township of Stafford

Plan # 31 050 0904 – Stage 1  
Plan Sheet # 1 of 1  
Date August, 2022

Plan # 31 050 0904 – Stage 2  
Plan Sheet # 1 of 1  
Date August, 2022

**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 Ocean County Engineering Department and to the Clerk of the Township of Stafford.

RESOLUTION

**August 17, 2022**

**WHEREAS**, as a result of an engineering and traffic investigation it is deemed necessary to install safety measures at the intersection of County Road #16 (Route 622/Old Freehold Road/Cox Cro Road) and White Oak Bottom Road in the Township of Toms River.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, AS FOLLOWS:**

Traffic striping, signing and a channelizing system is installed as a safety improvement as follows:

**LOCATION**

**DESIGNATED PLAN**

CR #16 (Route 622/Old Freehold Road/Cox Cro Road) and White Oak Bottom Road Township of Toms River

Plan # 07 016 113  
Plan Sheet # 1 of 1  
Date August, 2022

**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 Ocean County Engineering Department and to the Clerk of the Township of Toms River.

RESOLUTION

**August 17, 2022**

**WHEREAS**, as a result of an engineering and traffic investigation it is deemed necessary to revise the Traffic Signal at the intersection of County Road #8 (Commonwealth Boulevard) and Northhampton Boulevard (MAN-11) in the Township of Manchester.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, AS FOLLOWS:**

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

DESIGNATED PLAN

(MAN-11)  
CR #8 (Commonwealth Boulevard)  
and Northhampton Boulevard

Plan #19 008 101  
Plan Sheet #1 of 2  
Date August, 2022

**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 Ocean County Engineering Department and to the Clerk of the Township of Manchester.

RESOLUTION

**August 17, 2022**

**W H E R E A S**, the Ocean County Board of Chosen Freeholders adopted a Resolution dated May 7, 1980, establishing No Passing Zones along County Road #8 (Princeton Avenue) in the Township of Brick; and

**W H E R E A S**, as a result of a traffic and engineering investigation, it is deemed necessary that No Passing Zones should be altered along County Road #8 (Princeton Avenue) in the Township of Brick.

**NOW, THEREFORE, BE IT RESOLVED** by the **BOARD** of **COMMISSIONERS** of the **COUNTY** of **OCEAN**, in the **STATE** of **NEW JERSEY**,

that:

1. Pursuant to the provisions of Public Law 2008, Chapter 110, No Passing Zones be established and maintained along County Road #8 (Princeton Avenue) in the Township of Brick, as indicated on sketch bearing drawing number NPZ- 844D dated August 2, 2022.

2. All former resolutions in conflict, or inconsistent with the provisions of this resolution are hereby repealed.

3. A certified copy of this Resolution shall be forwarded to the Ocean County Engineering Department and to the Clerk of Brick Township.

RESOLUTION

**August 17, 2022**

**WHEREAS**, the Ocean County Board of Chosen Freeholders adopted a Resolution dated March 15, 1967 designating Speed Zones along County Road #21 (Ocean Gate Drive) in the Borough of Ocean Gate; and

**WHEREAS**, as a result of an engineering and traffic reinvestigation, the speed zones should be altered along County Road #21 (Ocean Gate Drive) due to certain changes.

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

1. Pursuant to the provisions of N.J.S.A. Title 39:4-8b(2), the Speed Limit for both directions of traffic along County Road #21 (Ocean Gate Drive) in the Borough of Ocean Gate, shall be established as follows:

**30 MPH** between County Road #13 (Chelsea Avenue) and the Ocean Gate Borough line

2. Signs shall be displayed according to the current "Manual on Uniform Traffic Control Devices for Streets and Highways", Bureau of Public Roads.

**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 Ocean County Engineering Department and to the Clerk of the Borough of Ocean Gate.

RESOLUTION

August 17, 2022

**WHEREAS**, the Ocean County Board of Chosen Freeholders adopted a Resolution dated July 11, 1973 designating Speed Zones along County Road #2 (Ocean Gate Avenue) in the Borough of Ocean Gate; and

**WHEREAS**, as a result of an engineering and traffic reinvestigation, the speed zones should be altered along County Road #2 (Ocean Gate Avenue) due to certain changes.

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

1. Pursuant to the provisions of N.J.S.A. Title 39:4-8b(2), the Speed Limits for both directions of traffic along County Road #2 (Ocean Gate Avenue) in the Borough of Ocean Gate, shall be established as follows:

Zone 1. **25 MPH** between East Riviera Avenue and County Road #13 (Chelsea Avenue)

Zone 2. **30 MPH** between County Road #13 (Chelsea Avenue) and County Road #13 (Bayview Avenue)

Zone 3. **25 MPH** between County Road #13 (Bayview Avenue) and the southerly Ocean Gate Borough line

2. Signs shall be displayed according to the current "Manual on Uniform Traffic Control Devices for Streets and Highways", Bureau of Public Roads.

**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 Ocean County Engineering Department and to the Clerk of the Borough of Ocean Gate.

## RESOLUTION

**August 17, 2022**

**WHEREAS**, the Ocean County Board of Chosen Freeholders adopted Resolutions dated April 5, 1972, designating Speed Zones along County Road #13 (Bayview Avenue) in the Borough of Ocean Gate, and May 17, 1972, designating Speed Zones along County Road #13 (Chelsea Avenue) in the Borough of Ocean Gate; and

**WHEREAS**, subsequent resolutions modifying Speed Zones were adopted on October 12, 1982 and February 17, 1988 for County Road #13 (Chelsea Avenue); and

**WHEREAS**, as a result of an engineering and traffic reinvestigation, the speed zones should be altered along County Road #13 (Bayview Avenue and Chelsea Avenue) due to certain changes.

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

1. Pursuant to the provisions of N.J.S.A. Title 39:4-8b(2), the Speed Limits for both directions of traffic along County Road #13 (West Bayview Avenue, East Bayview Avenue and Chelsea Avenue) in the Borough of Ocean Gate, shall be established as follows:

Chelsea Avenue:

Zone 1. **30 MPH** between the western Ocean Gate Borough line and County Road #2 (Ocean Gate Avenue)

Zone 2. **25 MPH** between County Road #2 (Ocean Gate Avenue) and the eastern terminus at the bay

Bayview Avenue:

Zone 1. **25 MPH** between County Road #21 (Ocean Gate Drive) and County Road #2 (Ocean Gate Avenue)

Zone 2. **30 MPH** between County Road #2 (Ocean Gate Avenue) East to the Ocean Gate Borough line

2. Signs shall be displayed according to the current "Manual on Uniform Traffic Control Devices for Streets and Highways", Bureau of Public Roads.

**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 Ocean County Engineering Department and to the Clerk of the Borough of Ocean Gate.

## RESOLUTION

**August 17, 2022**

**WHEREAS**, the Ocean County Board of Chosen Freeholders adopted Resolutions designating Speed Zones along certain County roads in the Borough of Ocean Gate dated February 7, 1968 for County Road #8 (Arverne Avenue) and County Road #20 (Barnegat Avenue); April 5, 1972 for County Road #24 (Lakewood Avenue); January 17, 1973 for County Road #4 (West Long Branch Avenue and East Long Branch Avenue), County Road #6 (West Cape May Avenue and East Cape May Avenue), and County Road #18 (West Point Pleasant Avenue and East Point Pleasant Avenue); August 15, 1973 for County Road #16 (East Atlantic Avenue); and April 1, 2009 for County Road #8 (Narragansett Avenue); and

**WHEREAS**, subsequent resolutions modifying Speed Zones were adopted on September 18, 1996 and October 3, 2012 for County Road #16 (East Atlantic Avenue); and on October 18, 1989 for County Road #20 (Barnegat Avenue); and

**WHEREAS**, as a result of an engineering and traffic reinvestigation, the Speed Zones should be altered along County Roads #4 (West Long Branch Avenue and East Long Branch Avenue); #6 (West Cape May Avenue and East Cape May Avenue); #8 (Arverne Avenue and Narragansett Avenue); #16 (East Atlantic Avenue); #18 (West Point Pleasant Avenue and East Point Pleasant Avenue); #20 (Barnegat Avenue); and #24 (Lakewood Avenue); and

**WHEREAS**, the result of an engineering investigation, documented, "Speed Limit Analysis" memo dated January 14, 2022 has determined that Speed Zones along County Roads #8 (Red Bank Avenue); #10 (Avalon Avenue); #12 (Asbury Avenue); #14 (West Longport Avenue and East Longport Avenue); and #22 (Anglesea Avenue) in the Borough of Ocean Gate be established.

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

1. Pursuant to the provisions of N.J.S.A. Title 39:4-8b(2), the Speed Limits for both directions of traffic shall be **25 MPH** along:

CR #4 (West Long Branch Avenue and East Long Branch Avenue)

CR #6 (West Cape May Avenue and East Cape May Avenue)

CR #8 (Red Bank Avenue, Arverne Avenue, and Narragansett Avenue)

CR #10 (Avalon Avenue)

CR #12 (Asbury Avenue)

CR #14 (West Longport Avenue and East Longport Avenue)

CR #16 (West Atlantic Avenue and East Atlantic Avenue)

CR #18 (West Point Pleasant Avenue and East Point Pleasant Avenue)

CR #20 (Barnegat Avenue)

CR #22 (Anglesea Avenue)

CR #24 (Lakewood Avenue)

**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 Ocean County Engineering Department and to the Clerk of the Borough of Ocean Gate.

**No Associated  
Documents**

CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS  
NO. **B2022-98**

RESOLUTION

August 17, 2022

WHEREAS, on June 21, 2022, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of CONSULTING SERVICES FOR THE RETENTION OF CALEA STATE ASSOCIATION OF CHIEFS OF POLICE ACCREDITATION for the County of Ocean; and

WHEREAS, at the advertised time, one response was received from the following bidder:

Name of Bidder

The Rodgers Group, LLC

Address of Bidder

2611 Internet Blvd., Ste. 100  
Frisco, TX 75034  
(844) 312-9500

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the sole qualified bid, according to specifications, be accepted, namely, THE RODGERS GROUP, LLC.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS 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 Consulting Services For The Retention of CALEA State Association of Chiefs of Police Accreditation, for the County of Ocean, for the contract period from date of award through August 16, 2023 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:

THE RODGERS GROUP, LLC for three (3) Items, to wit:

ITEMS NO. 1, 2 and 3.

For a Total Lump Sum Award \$43,064.80.

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 Commissioners and subject to the Board of Commissioners 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. Funds for services shall be available within the following funding Sources: Sheriff's Office O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2022-98.

5. BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Sheriff's Office and The Rodgers Group, LLC the successful bidder.

Confirmed

PRICE TABLES

CONSULTING SERVICES FOR THE RETENTION OF CALEA STATE ASSOCIATION OF CHIEFS OF POLICE ACCREDITATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
✓ 1	Supply Consulting Services for the Retention of CALEA State Association of Chiefs of Police Accreditation, As Specified	2	LS	\$7,900.00	\$15,800.00		See attached proposal
✓ 2	Customized Training for the Sheriff's Office, As Specified	1	LS	\$13,556.00	\$13,556.00		See attached proposal
✓ 3	Customized Training for the Prosecutor's Office, As Specified	1	LS	\$13,708.80	\$13,708.80		See attached proposal
TOTAL					\$43,064.80		

**BIDDERS MUST SATISFY THE FOLLOWING MINIMUM REQUIREMENTS:**

	<b><u>COMPLIANCE</u></b>	
	<b><u>YES</u></b>	<b><u>NO</u></b>
1.) Be staffed by experienced and credentialed law enforcement professionals who, in total, have an established and verifiable record of success in helping at least ten (10) law enforcement agencies in New Jersey obtain state accreditation or recognition from CALEA and/or accreditation from NJSACOP.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.) Be staffed by experienced and credentialed accreditation assessors (both CALEA and NJSACOP) who in total have an established and verifiable record of performing official on-site assessments for at least ten (10) law enforcement agencies in the state of New Jersey.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.) Be staffed by at least one (1) member who has served as an Accreditation Manager for a CALEA State Accredited or Recognized New Jersey law enforcement agency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.) Be staffed by at least one (1) member who has served successfully as a CALEA Team Leader or NJSACOP Team Leader during an on-site assessment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.) Bidders must be able to work with other law enforcement professionals, work under pressure, meet short deadlines and start immediately.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.) All courses must be utilized through a web-based system that has reporting capabilities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.) All courses must include mandatory training requirements set forth by the New Jersey Attorney General's Office.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8.) All courses must include mandatory training requirements of the CALEA and NJSACOP Accreditation Programs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9.) Courses must have a prescribed vetting period to include firm dates.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.) Training module must have certificate printing capabilities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11.) Training module must have the capability to save course history for individual personnel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**ITEM #1 - CONSULTING SERVICES FOR THE RETENTION OF CALEA STATE ASSOCIATION OF CHIEFS OF POLICE ACCREDITATION**

The Ocean County Sheriffs Office (OCSO) and the Ocean County Prosecutor's Office (OCPO) seek bids from qualified consultants to assist them in obtaining Re-accreditation from the New Jersey Association of Chiefs of Police (NJSACOP) and other related services as required. The consultant's services will include management of the process necessary to assemble proofs of compliance, compilation and management of files, on-site assessments, a complete rewrite/revision of existing OCSO and OCPO standard operating procedures (SOPs), policies, procedures, rules and regulations to ensure compliance with NJSACOP.

**THE RODGERS GROUP, LLC**

CONSULTING SERVICES FOR THE RETENTION OF CALEA STATE ASSOCIATION OF CHIEFS OF POLICE ACCREDITATION

**ITEM #2 - CUSTOMIZED TRAINING FOR THE SHERIFF'S OFFICE**

**COMPLIANCE**  
**YES**      **NO**

Provide the Sheriffs Office with a customized training module for the following courses which will take place on or about the time frames listed below:

<b>Training Module</b>	<b>Delivery Month</b>		
Domestic Violence	January 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Handling Mentally Ill (EDP)	January 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vehicle Pursuit 2023	February 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Use of Force 2023	February 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2023 Legal Updates	June 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Right to Know	September 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ethics	September 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Price to include all personnel of the Ocean County Sheriff's Office

**ITEM #3 - CUSTOMIZED TRAINING FOR THE PROSECUTOR'S OFFICE**

Provide the Prosecutor's Office with a customized training module for the following courses which will take place on or about the time frames listed below:

<b>Training Module</b>	<b>Module#</b>	<b>Delivery Date</b>		
2022 Legal Updates	2022-01	July 2022	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2022 Domestic Violence	2022-02	August 2022	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2022 Vehicular Pursuit, Fall	2022-03	September 2022	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2022 Use of Force, Fall	2022-04	October 2022	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2022 Blood-Borne Pathogens	2022-05	November 2022	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2022 Supervisory Liability	2022-06	December 2022	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2023 Courtroom Testimony	2023-01	January 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2023 Vehicular Pursuit, Spring	2023-02	February 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2023 Use of Force, Spring	2023-03	March 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2023 Suicide Prevention for LEO	2023-04	April 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2023 Off Duty Behavior	2023-05	May 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2023 Intelligence-Led Policing	2023-06	June 2023	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Price shall be for 70 Sworn Personnel of the Ocean County Prosecutor's Office in a contract

CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS  
NO. B2022-100

RESOLUTION

August 17, 2022

WHEREAS, on June 21, 2022, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of FIXED HAMMERS, INSERTS, AND WEAR PARTS for the County of Ocean; and

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

Name and Address of Bidder

Eagle Truck Equipment, Inc.  
PO Box 119  
Uwchland, PA 19480  
(610) 458-5333

Name and Address of Bidder

Komptech Americas, LLC  
6345 Downing Street  
Denver, CO 80216  
(720) 890-9090

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, in each instance, namely that of, EAGLE TRUCK EQUIPMENT, INC. and KOMPTECH AMERICAS, LLC be accepted. No bids were received on Item Nos. 1, 2, 3 and 4. All no bid items will be rebid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Director and Clerk of this Board are hereby authorized and directed to enter into contracts for the furnishing and delivery of Fixed Hammers, Inserts, and Wear Parts for the County of Ocean, for the contract period from date of award through August 16, 2023, a period of one (1) year, OR until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

A. EAGLE TRUCK EQUIPMENT, INC. for three (3) items, to wit:

ITEMS NO. 5, 6 and 7.

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

B. KOMPTECH AMERICAS, LLC for one (1) item, to wit:

ITEM NO. 8.

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

2. Payments for the materials and equipment to be acquired by these contracts shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners 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 B2022-100.

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

PROPOSAL DOCUMENT REPORT

EAGLE TRUCK EQUIPMENT, INC.

Bid No. TBD

FIXED HAMMERS, INSERTS, AND WEAR PARTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments	Mfr. Model	Delivery A.R.O.
3	Wood Hog Inserts, Part # 40728-571, One (1) set consists of 18 Inserts, As Specified, or Equal	35	SET	No Bid	No Bid	X			
4	Wood Hog Hammers, Part # 40293-184, One (1) set consists of 18 Hammers, As Specified, or Equal	8	SET	No Bid	No Bid	X			
5	Fixed Flails, Model # SRBFFL (Old Model #4376), One (1) set consists of 124 Flails, As Specified, or Equal	35	SET	\$4,632.64	\$162,142.40		OEM Part	SRBFFL	6 Days Via SAIA
6	Side Plates for Scarabs, Part #SC3200, One (1) set consists of 164 Side Plates, As Specified or Equal	30	SET	\$8,328.58	\$249,857.40		OEM Part	SC3200	7 Days Via SAIA
7	Wear Plates (Spacers/Shims) for Scarabs, Part # FS3200, One (1) set consists of 164 wear plates, As Specified, Or Equal	30	SET	\$283.39	\$8,501.70		OEM Part	FS3200	8 Days Via SAIA

PROPOSAL DOCUMENT REPORT

Bid - FIXED HAMMERS, INSERTS, AND WEAR PARTS

PROPOSAL DOCUMENT REPORT

KOMPTECH AMERICAS, LLC

Bid No. TBD

FIXED HAMMERS, INSERTS, AND WEAR PARTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments	Mfr. Model	Delivery A.R.O.
8	Drum Throwing Part Insert for Komptech Topturn X5000, Part #413200010A, One (1) set consists of 72 Inserts, As Specified or Equal	5	SET	\$2,225.00	\$11,125.00		freight is include In the price	Topturn X5000 wear plate #413200010	30 days

CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS  
NO. B2021-101

RESOLUTION

August 17, 2022

WHEREAS, on June 21, 2022, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of UNPAINTED SNOW FENCE AND DUNE GRASS for the County of Ocean; and

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

Name and Address of Bidder

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

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

Continental Hardware, Inc.  
400 Delancy Street  
Newark, NJ 07105  
(973) 589-3929

Name and Address of Bidder

Coastal Transplants, Inc.  
1776 Benjamin Franklin Pkwy  
Philadelphia, PA 19103  
(910) 363-7662

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

; 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, CHEMUNG SUPPLY CORP. and COASTAL TRANSPLANTS, INC.

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

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract, accepting the bid for the furnishing and delivery of Unpainted Snow Fence and Dune Grass for the County of Ocean, for the contract period effective from date of award through August 16, 2023, 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. CHEMUNG SUPPLY CORP. for two (2) items, to wit:

ITEM NOS. 1 and 2.

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

B. COASTAL TRANSPLANTS, INC. for one (1) item, to wit:

ITEM NO. 3.

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

2. Payments for the materials to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners 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 B2022-101.

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, Road Department, and the successful bidders.

PRICE TABLES

UNPAINTED SNOW FENCE AND DUNE GRASS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments	Delivery A.R.O.:
✓ 1	Unpainted Snow Fence 1 1/2" W x 3/8" T x 48" Long (50' Roll)	200	ROLL	\$67.80	\$13,560.00			
✓ 2	Galvanized U-Channel Steel Delineator Posts: 6' long, 2 1/4" wide, 3/8" holes on 1" centers, 1.12 lbs/foot	400	EA	\$9.25	\$3,700.00			
3	Dune Grass - American Beachgrass (to be purchased in increments of 1,000) As Specified	400	THOUSAND	No Bid	No Bid	X		

PRICE TABLES

UNPAINTED SNOW FENCE AND DUNE GRASS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments	Delivery A.R.O.:
1	Unpainted Snow Fence 1 1/2" W x 3/4" T x 48" Long (50' Roll)	200	ROLL	No Bid	No Bid	X		
2	Galvanized U-Channel Steel Delineator Posts: 6' long, 2 1/2" wide, 3/8" holes on 1" centers, 1.12 lbs/foot	400	EA	No Bid	No Bid	X		
3	Dune Grass - American Beachgrass (to be purchased in increments of 1,000) As Specified	400	THOUSAND	\$150.00	\$60,000.00			



RESOLUTION

August 17, 2022

WHEREAS, on June 28, 2022, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of TRAFFIC MARKING SUPPLIES AND GLASS BEADS for the County of Ocean; and

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

Name and Address of Bidder

Ennis-Flint, Inc.  
4161 Piedmont Pkwy, Ste. 370  
Greensboro, NC 27410  
(800) 331-8118

Potters Industries, LLC  
3222 Phoenixville Pike, Suite 103  
Malvern, PA 19355  
(445) 895-3209

Swarco Industries, LLC  
270 Rutherford Lane  
Columbia, TN 38401  
(931) 388-5900

Name and Address of Bidder

Garden State Highway Products, Inc.  
301 Riverside Drive  
Millville, NJ 08332  
(856) 692-7572

Crown USA, Inc.  
35 Industrial Park Drive  
Woodbury, GA 30293  
(706) 553-9500

; 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, ENNIS-FLINT, INC.; GARDEN STATE HIGHWAY PRODUCTS, INC.; POTTERS INDUSTRIES, LLC and CROWN USA, INC. No bids were received on Item Nos. 1, 2, 3, 4, 13, 14, 17, 18, 19 and 20. All no bid items will be rebid.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS 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 Traffic Marking Supplies and Glass Beads for the County of Ocean, for the contract period from date of award through August 16, 2023, 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.

A. ENNIS-FLINT, INC. for two (2) items, to wit:  
ITEM NOS. 7 and 8.

B. GARDEN STATE HIGHWAY PRODUCTS, INC. for two (2) items, to wit:  
ITEM NOS. 15 and 16.

C. POTTERS INDUSTRIES, LLC for five (5) items, to wit:  
ITEM NOS. 9, 10, 11, 12 and 21.

D. CROWN USA, INC. for two (2) items, to wit:  
ITEM NOS. 5 and 6.

2. Payments for the materials to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners 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 B2022-103.

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 Engineer, and the successful bidders.

ENNIS-FLINT, INC.

PROPOSAL DOCUMENT REPORT

Bid No. TBD

TRAFFIC MARKING SUPPLIES AND GLASS BEADS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
1	Jet Dry Water Base White Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
2	Jet Dry Water Base Yellow Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
3	Jet Dry Water Base White Traffic Marking Compound, 250 Gallon Tote, Fast Dry	15	TOTE	No Bid	No Bid	X	
4	Jet Dry Water Base Yellow Traffic Marking Compound, 250 Gallon Tote, Fast Dry	15	TOTE	No Bid	No Bid	X	
5	White Granulated Thermoplastic Striping Material, Per Pound	50,000	LB	\$0.835	\$41,750.00		#884490
6	Yellow Granulated Thermoplastic Striping Material, Per Pound	10,000	LB	\$0.825	\$8,250.00		#884685
7	White Pelletized Thermoplastic Striping Material, Per Pound	100,000	LB	\$0.938	\$93,800.00		#884490TD
8	Yellow Pelletized Thermoplastic Striping Material, Per Pound	20,000	LB	\$0.925	\$18,500.00		#884685TD
9	Glass Beads, 2,000 pounds per sack	20	SACK	No Bid	No Bid	X	
10	Glass Beads, FP-96 Type III, 2,000 pounds per sack	20	SACK	No Bid	No Bid	X	
11	Glass Beads, VisiUltra, 2,000 pounds per sack	10	SACK	No Bid	No Bid	X	
12	Glass Beads, Utah Blend, 2,000 pounds per sack	50	SACK	No Bid	No Bid	X	
13	Jet Dry Water Base Blue Traffic Paint Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
14	Jet Dry Water Base Black Traffic Paint Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
15	TOM Yellow Reflectors 4" Y-2 WZ, 500 Per Box	20	BX	No Bid	No Bid	X	
16	TOM White Reflectors 4" W-1 WZ, 500 Per Box	10	BX	No Bid	No Bid	X	
17	Waterborne Acrylic Polymer Paint, Yellow, 250 Gallon Tote	50	TOTE	No Bid	No Bid	X	
18	Waterborne Acrylic Polymer Paint, White, 250 Gallon Tote	50	TOTE	No Bid	No Bid	X	
19	Waterborne Acrylic Polymer Paint, Yellow, 5 Gallon Pail	50	PAIL	No Bid	No Bid	X	

PROPOSAL DOCUMENT REPORT

Bid - TRAFFIC MARKING SUPPLIES AND GLASS BEADS

**GARDEN STATE HIGHWAY PRODUCTS, INC.**

PROPOSAL DOCUMENT REPORT

Bid No. TBD

TRAFFIC MARKING SUPPLIES AND GLASS BEADS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
2	Jet Dry Water Base Yellow Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
3	Jet Dry Water Base White Traffic Marking Compound, 250 Gallon Tote, Fast Dry	15	TOTE	No Bid	No Bid	X	
4	Jet Dry Water Base Yellow Traffic Marking Compound, 250 Gallon Tote, Fast Dry	15	TOTE	No Bid	No Bid	X	
5	White Granulated Thermoplastic Striping Material, Per Pound	50,000	LB	No Bid	No Bid	X	
6	Yellow Granulated Thermoplastic Striping Material, Per Pound	10,000	LB	No Bid	No Bid	X	
7	White Pelletized Thermoplastic Striping Material, Per Pound	100,000	LB	No Bid	No Bid	X	
8	Yellow Pelletized Thermoplastic Striping Material, Per Pound	20,000	LB	No Bid	No Bid	X	
9	Glass Beads, 2,000 pounds per sack	20	SACK	\$1,360.35	\$27,207.00		
10	Glass Beads, FP-96 Type III, 2,000 pounds per sack	20	SACK	No Bid	No Bid	X	
11	Glass Beads, VisiUltra, 2,000 pounds per sack	10	SACK	No Bid	No Bid	X	
12	Glass Beads, Utah Blend, 2,000 pounds per sack	50	SACK	No Bid	No Bid	X	
13	Jet Dry Water Base Blue Traffic Paint Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
14	Jet Dry Water Base Black Traffic Paint Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
15	TOM Yellow Reflectors 4" Y-2 WZ, 500 Per Box	20	BX	\$310.00	\$6,200.00		
16	TOM White Reflectors 4" W-1 WZ, 500 Per Box	10	BX	\$310.00	\$3,100.00		
17	Waterborne Acrylic Polymer Paint, Yellow, 250 Gallon Tote	50	TOTE	No Bid	No Bid	X	
18	Waterborne Acrylic Polymer Paint, White, 250 Gallon Tote	50	TOTE	No Bid	No Bid	X	
19	Waterborne Acrylic Polymer Paint, Yellow, 5 Gallon Pail	50	PAIL	No Bid	No Bid	X	
20	Waterborne Acrylic Polymer Paint, White, 5 Gallon Pail	50	PAIL	No Bid	No Bid	X	

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PROPOSAL DOCUMENT REPORT

Bid - TRAFFIC MARKING SUPPLIES AND GLASS BEADS

Page 5

POTTERS INDUSTRIES, LLC

PROPOSAL DOCUMENT REPORT

Bid No. TBD

TRAFFIC MARKING SUPPLIES AND GLASS BEADS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
2	Jet Dry Water Base Yellow Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
3	Jet Dry Water Base White Traffic Marking Compound, 250 Gallon Tote, Fast Dry	15	TOTE	No Bid	No Bid	X	
4	Jet Dry Water Base Yellow Traffic Marking Compound, 250 Gallon Tote, Fast Dry	15	TOTE	No Bid	No Bid	X	
5	White Granulated Thermoplastic Striping Material, Per Pound	50,000	LB	No Bid	No Bid	X	
6	Yellow Granulated Thermoplastic Striping Material, Per Pound	10,000	LB	No Bid	No Bid	X	
7	White Pelletized Thermoplastic Striping Material, Per Pound	100,000	LB	No Bid	No Bid	X	
8	Yellow Pelletized Thermoplastic Striping Material, Per Pound	20,000	LB	No Bid	No Bid	X	
✓ 9	Glass Beads, 2,000 pounds per sack	20	SACK	\$916.00	\$18,320.00		
✓ 10	Glass Beads, FP-96 Type III, 2,000 pounds per sack	20	SACK	\$1,544.00	\$30,880.00		
✓ 11	Glass Beads, VisiUltra, 2,000 pounds per sack	10	SACK	\$14,260.00	\$142,600.00		
✓ 12	Glass Beads, Utah Blend, 2,000 pounds per sack	50	SACK	\$1,282.00	\$64,100.00		
13	Jet Dry Water Base Blue Traffic Paint Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
14	Jet Dry Water Base Black Traffic Paint Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
15	TOM Yellow Reflectors 4" Y-2 WZ, 500 Per Box	20	BX	No Bid	No Bid	X	
16	TOM White Reflectors 4" W-1 WZ, 500 Per Box	10	BX	No Bid	No Bid	X	
17	Waterborne Acrylic Polymer Paint, Yellow, 250 Gallon Tote	50	TOTE	No Bid	No Bid	X	
18	Waterborne Acrylic Polymer Paint, White, 250 Gallon Tote	50	TOTE	No Bid	No Bid	X	
19	Waterborne Acrylic Polymer Paint, Yellow, 5 Gallon Pail	50	PAIL	No Bid	No Bid	X	
20	Waterborne Acrylic Polymer Paint, White, 5 Gallon Pail	50	PAIL	No Bid	No Bid	X	

PROPOSAL DOCUMENT REPORT

Bid - TRAFFIC MARKING SUPPLIES AND GLASS BEADS

PROPOSAL DOCUMENT REPORT

Bid No. TBD

TRAFFIC MARKING SUPPLIES AND GLASS BEADS

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
21	Waterborne Paint Drying Agent, Vislok, Per Pound	44,000	LB	\$2.55	\$112,200.00		

CROWN USA, INC.

PROPOSAL DOCUMENT REPORT

Bid No. TBD

TRAFFIC MARKING SUPPLIES AND GLASS BEADS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
2	Jet Dry Water Base Yellow Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
3	Jet Dry Water Base White Traffic Marking Compound, 250 Gallon Tote, Fast Dry	15	TOTE	No Bid	No Bid	X	
4	Jet Dry Water Base Yellow Traffic Marking Compound, 250 Gallon Tote, Fast Dry	15	TOTE	No Bid	No Bid	X	
5	White Granulated Thermoplastic Striping Material, Per Pound	50,000	LB	\$0.8316	\$41,580.00		
6	Yellow Granulated Thermoplastic Striping Material, Per Pound	10,000	LB	\$0.7566	\$7,566.00		
7	White Pelletized Thermoplastic Striping Material, Per Pound	100,000	LB	No Bid	No Bid	X	
8	Yellow Pelletized Thermoplastic Striping Material, Per Pound	20,000	LB	No Bid	No Bid	X	
9	Glass Beads, 2,000 pounds per sack	20	SACK	No Bid	No Bid	X	
10	Glass Beads, FP-96 Type III, 2,000 pounds per sack	20	SACK	No Bid	No Bid	X	
11	Glass Beads, VisiUltra, 2,000 pounds per sack	10	SACK	No Bid	No Bid	X	
12	Glass Beads, Utah Blend, 2,000 pounds per sack	50	SACK	No Bid	No Bid	X	
13	Jet Dry Water Base Blue Traffic Paint Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
14	Jet Dry Water Base Black Traffic Paint Traffic Marking Compound, 5 Gallon Can, Fast Dry	20	CAN	No Bid	No Bid	X	
15	TOM Yellow Reflectors 4" Y-2 WZ, 500 Per Box	20	BX	No Bid	No Bid	X	
16	TOM White Reflectors 4" W-1 WZ, 500 Per Box	10	BX	No Bid	No Bid	X	
17	Waterborne Acrylic Polymer Paint, Yellow, 250 Gallon Tote	50	TOTE	No Bid	No Bid	X	
18	Waterborne Acrylic Polymer Paint, White, 250 Gallon Tote	50	TOTE	No Bid	No Bid	X	
19	Waterborne Acrylic Polymer Paint, Yellow, 5 Gallon Pail	50	PAIL	No Bid	No Bid	X	
20	Waterborne Acrylic Polymer Paint, White, 5 Gallon Pail	50	PAIL	No Bid	No Bid	X	

PROPOSAL DOCUMENT REPORT

Bid - TRAFFIC MARKING SUPPLIES AND GLASS BEADS



RESOLUTION

August 17, 2022

WHEREAS, on July 6, 2022, pursuant to legal advertisements therefore, sealed bids were received for the furnishing and delivery of VEHICLE LIFTING SYSTEM for the County of Ocean; and

WHEREAS, at the advertised time, one response was received from the following bidder:

Name and Address of Bidder

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

Samuel A Ross  
Automotive Equipment Specialist, Inc.  
111 E Gloucester Pike  
Barrington, NJ 08007  
(856) 547-8700

Name and Address of Bidder

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

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, namely that of, FIRST CHOICE AUTOMOTIVE PARTS & EQUIPMENT, INC. and STERTIL-KONI USA, INC. be accepted.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS 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 SYSTEM for the County of Ocean, for the contract period from date of award through August 16, 2023, 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 twelve (12) items, to wit:

ITEM NOS. 1, 1A, 1B, 1C, 2, 2A, 2B, 2C, 3, 3A, 3B and 3C.

For a Total Lump Sum Award for Item #'s 1 - 1C of \$60,206.35.

For a Total Lump Sum Award for Item #'s 2 - 2C of \$60,422.12.

For a Total Lump Sum Award for Item #'s 3 - 3C of \$177,182.50.

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

B. STERTIL-KONI USA, INC. for five (5) items, to wit:

ITEM NOS. 4, 4A, 4B, 4C and 4D.

For a Total Lump Sum Award for Item #'s 4 - 4D of \$277,375.00.

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

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 Commissioners and subject to the Board of Commissioners 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. Funds for the equipment and services shall be available within the following funding Source: Vehicle Services O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2022-106.

5. BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, County Department of Purchasing, Department of Finance, Vehicle Services, and the successful bidders.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
1	Light Duty 10,000 Lb. Capacity Assymmetric Two Post Surface Mounted Frame Contact Lift, Rotary Spoa10N700BL, As Specified, Or Equal	5	EA	\$8,606.27	\$43,031.35		
OPTIONS							
1A	Additional Cost Should Concrete Flooring Need To Be Replaced:	5	EA	\$2,600.00	\$13,000.00		
1B	Five (5) Year Extended Warranty	5	EA	\$250.00	\$1,250.00		
1C	Removal Of Pre-Existing Lifts	5	EA	\$585.00	\$2,925.00		
TOTAL					\$60,206.35		

**ROTARY SPO12-TA, AS SPECIFIED, OR EQUAL**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
2	Light Duty 12,000 Lb Capacity Symmetric Two Post Surface Mounted Frame Contact Lift, Rotary SPO12N7T5BL, As Specified, Or Equal	4	EA	\$11,670.53	\$46,682.12		
OPTIONS							
2A	Additional Cost Should Concrete Flooring Need To Be Replaced:	4	EA	\$2,600.00	\$10,400.00		
2B	Five (5) Year Extended Warranty	4	EA	\$250.00	\$1,000.00		
2C	Removal Of Pre-Existing Lifts	4	EA	\$585.00	\$2,340.00		
TOTAL					\$60,422.12		

**ROTARY SPO20, AS SPECIFIED, OR EQUAL**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
3	20,000 Lb. Capacity Symmetric Two Post Surface Mounted Frame Contact Lift, Rotary SPO20N0T0BL, As Specified, Or Equal	5	EA	\$29,501.50	\$147,507.50		
<b>OPTIONS</b>							
3A	Additional Cost Should Concrete Flooring Need To Be Replaced:	5	EA	\$4,000.00	\$20,000.00		
3B	Five (5) Year Extended Warranty	5	EA	\$950.00	\$4,750.00		
3C	Removal Of Pre-Existing Lifts	5	EA	\$985.00	\$4,925.00		
<b>TOTAL</b>					<b>\$177,182.50</b>		

**STERIL KONI ST1085-2FWA EBRIGHT MOBILE LIFTING SYSTEM, AS SPECIFIED, OR EQUAL**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
4	Steril Koni St1085-2fwa Ebright Mobile Lifting System, As Specified, Or Equal	5	EA	\$44,425.00	\$222,125.00		
<b>OPTIONS</b>							
4A	Battery Operated Rechargeable Led Lights	5	EA	\$398.75	\$1,993.75		
4B	Five (5) Year Extended Warranty	5	EA	\$4,950.00	\$24,750.00		
4C	Multi-Purpose Adapters For North And South Lifting	5	EA	\$2,705.31	\$13,526.55		
4D	Digital Weight Indication Feature	5	EA	\$4,000.00	\$20,000.00		
<b>TOTAL</b>					<b>\$282,395.30</b>		

VEHICLE LIFTING SYSTEM – COMPLIANCE RESPONSES

**ITEM #1 - LIGHT DUTY 10,000 LB. CAPACITY ASSYMETRIC TWO POST SURFACE MOUNTED FRAME CONTACT LIFT, ROTARY SPOA10, AS SPECIFIED, OR EQUAL**

Manufacturer/Make/Model: Challenger Lift CL10V3

Warranty: 2 Year Parts, 1 year Labor

Delivery, A.R.O.: 5 weeks

**COMPLIANCE**

**YES** **NO**

Model: SPOA10N700BL

YES  NO

Capacity 10,000 lbs.

YES  NO

Minimum bay requirements:

- Floor Space 12 Feet x 24 Feet

YES  NO

Floor Slab concrete 3000 psi – 4-1/4 inch minimum; 5 inch to 6 inch

YES  NO

Ceiling Height Requirements: 12 Feet

YES  NO

Height to Overhead bar: 11 feet 8-1/2 inches

YES  NO

Floor to Overhead Switch Bar: 11 feet 2 inches

YES  NO

Width inside Columns: 107-1/4 inches

YES  NO

Overall Width: 11 Feet-5-3/8 inches

YES  NO

Overall Width  
11'6 1/2"

Drive Through Clearance at Tires: 95 1/4 inches

YES  NO

Rise:

Exceeds spec, 100"

3-Stage Arm: 73-7/8 inches from floor level to top of adapter fully extended.

YES  NO

Exceeds spec, 74.125"

Finishes (Excluding Arms) – All Arms are yellow:

Blue Standard RAL5005

YES  NO

Single Point Manual controls – Manual lock release Electric Power

Unit, UL201 Compliant, and Over Hydraulic Cylinder Drive: All Models

Bio-Fluid compatible.

2hp 208-230V 1 phase Motor 60Hz.

YES  NO

Arm Configurations:

- TRIO with RA adapters:

1. Front Arm: Minimum Reach 20-1/2 inches – Maximum Reach 40-3/4 inches, Minimum Adapter height 4 3/4 inches – Maximum Adapter Height 5-1/8 inches from Floor.

2. Rear Arm: Minimum Reach 40 1/4 inches – Maximum Reach 60 7/8 inches, Minimum Adapter Height 4 3/4 Inches – Maximum Adapter height 5-1/8 inches from floor.

Exceeds Spec. Minimum Adapter Height - 3.875", Maximum Adapter Height - 6.125". Front Arm Reach Min/Max - 20" - 42", Rear Arm Min/Max 37.625" - 60"

Lift shall be installed by an authorized dealer certified by ETL testing laboratory and labeled with the ETL/Automotive Lift Institute label that affirms the lift meet conformance to all applicable provisions of American National standard ANSI/ALI ALCTV and in compliance with IBC chapter 30 section 3001.2

YES  NO

Accessories:

- Thread-up Frame engaging adapter

YES  NO

- Stackable Extensions

YES  NO

- Door Defender

YES  NO

✓ **ITEM #1 - LIGHT DUTY 10,000 LB. CAPACITY ASSYMETRIC TWO POST SURFACE MOUNTED FRAME CONTACT LIFT, ROTARY SPOA10, AS SPECIFIED, OR EQUAL (CONT'D)**

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

**Installation:**

- Must be completed by an authorized dealer
- Installation must adhere to manufacturers requirements listed in the installation instructions manual.
- Concrete and Anchoring:
  1. Concrete shall have a compression strength of at least 3,000 PSI and a typical slab thickness of 5-1/2" to 6". In order to achieve required anchor loads, a minimum concrete thickness of 4-1/4" and the anchor embedment of 3-1/4" is required at each anchor location. When using the standard supplied 3/4" x 5-1/2" lg. anchors, if the top of the anchor exceeds 2-1/4" above the floor grade, you DO NOT have enough embedment.

Exceeds Spec. 4" minimum concrete thickness required.

If anchors do not tighten to 110 ft.-lbs. installation torques, replace concrete under each column base with a 4'x4'x6" thick 3000 psi minimum concrete pad keyed under and flush with the top of the existing floor. Concrete must cure before installing lifts and anchors.

**Electrical Requirements:**

Single Phase power unit, line voltage 208v-230v 60HZ 1Ph. Size wire for 20 amp circuit.

**OPTIONS:**

✓ **1A. Additional cost should concrete flooring need to be replaced:**

If concrete slab does not meet minimum lift manufacturer's requirements, contractor must remove and replace concrete under each lift column according the lift manufacturers guidelines, which include:

One (1) new concrete pad per lift column of the following dimensions: 4'L x 4'W x 6"D, 3000 PSI minimum concrete pad keyed under and flush with the top of existing floor

Contractor to provide price for normal conditions per pad. Normal conditions include:

Existing concrete slab to not exceed 8" in thickness

Existing concrete slab to not include rebar or steel reinforcement

✓ **1B. Five (5) year extended Warranty**

On all parts, labor, electronics and components that will take effect after installation.

✓ **1C. Removal of Pre-Existing Lifts**

**✓ ITEM #2 - LIGHT DUTY 12,000 LB CAPACITY SYMMETRIC TWO POST SURFACE MOUNTED FRAME CONTACT LIFT, ROTARY SPO12-TA, AS SPECIFIED, OR EQUAL**

Manufacturer/Make/Model: Challenger Lifts CL12

Warranty: 2 Years Parts, 1 Year Labor

Delivery, A.R.O.: 6 Weeks

**COMPLIANCE**

**YES**                      **NO**

Model: SPO12N7T5BL	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Capacity: 12,000 lbs.; 3,000lbs per adapter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Minimum Bay Requirements:		
- Floor Space 12 Feet x 26 Feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Floor slab concrete 3,000 psi – 4-1/2 inch minimum; 5 inch – 6 inch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ceiling Height Requirements:		
Standard Model: 13 feet 9 inches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Height to Top of Overhead Bar:		
Standard Model: 13 feet 8 inches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Floor to Overhead Switch Bar:		
Standard Model: 13 feet 4 inches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Width Inside Columns: 114-7/8 inches	<input type="checkbox"/>	<input checked="" type="checkbox"/> Inside Columns 114.5"
Overall Width: 11 feet 5-5/8 inch	<input type="checkbox"/>	<input checked="" type="checkbox"/> Width - 142"
Rise:		
Model 3- Stage Arm: 78-1/8 inches from floor level to top of adapter fully extended.	<input checked="" type="checkbox"/>	<input type="checkbox"/> Exceeds Spec - 80.25"
Finishes (Excluding Arms) – All Arms are Yellow: Blue, Standard RAL 5005	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single Point Manual Controls – Manual Lock Release Electric Power Unit, UL201 Compliant, Over Hydraulic Cylinder Drive: All Models bio-fluid compatible: 2hp 208-230V 1 phase Motor 60Hz	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Arm Configurations:		
- 3-Stage Arms with RA adapters T Series 12,000lb capacity: Front and Rear Arms: Minimum Reach 27-1/2 inches – Maximum reach 59 inches, Minimum Adapter height 4-3/4 inches – Maximum adapter height 12-1/4 inches from floor.	<input type="checkbox"/>	<input checked="" type="checkbox"/> Minimum Adapter Height 5"
Accessories:		
Door Defender	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lift shall be installed by an authorized dealer certified by ETL testing laboratory and labeled with the ETL/Automotive Lift Institute label that affirms the lift meet conformance to all applicable provisions of American National standard ANSI/ALI ALCTV and in compliance with IBC chapter 30 section 3001.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**ITEM #3 – 20,000 LB. CAPACITY SYMMETRIC TWO POST SURFACE MOUNTED FRAME CONTACT LIFT, ROTARY SPO20, AS SPECIFIED, OR EQUAL**

Manufacturer/Make/Model: PKS PK-20B

Warranty: 2 Years Parts, 1 Year Labor

Delivery, A.R.O.: 6 Weeks

**COMPLIANCE**

**YES NO**

Model: SPO20NOTOBL

YES  NO

Capacity: SPO20: 20,000 lbs.

YES  NO

Minimum Bay Size: 15 by 30 feet

YES  NO

Overhead Clearance Required: Standard Model: 16 feet

YES  NO

Overall Width: 161 inches

YES  NO

Rise 80 1/32 Inches

YES  NO Exceeds Spec - 87 3/8"

Drive Through Width: 111 11/32 inches

YES  NO

Lifting Arm and Adapter Configurations: 5 and 10 inch screw up adapter

YES  NO Adapter package: 3", 6", 9", Non-screw up

Motor: 2HP single phase

YES  NO 3HP

Controls: Single Point Manual

YES  NO

Manual Lock-Release Electric Power Unit: Over Hydraulic Cylinder; UL201; bio-hydraulic fluid compatible

YES  NO Pneumatic Lock Release

Electric Requirements: 208-230 VAC (single phase)

YES  NO

Full Rise: 81 Seconds

YES  NO

Lift shall be installed by an authorized dealer certified by ETL testing laboratory and labeled with the ETL/Automotive Lift Institute label that affirms the lift meets conformance to all applicable provisions of American National Standard ANSI/ALI ALCTV and in compliance with IBC Chapter 30 Section 3001.2

YES  NO

Accessories:

- Door Defender
- Lift Arm Adapters
  - o Truck Adapter Extension Kit
  - o Car Adapter Extension Kit, 3.5 Inch
  - o Car Adapter Extension Kit, 5 Inch
  - o Flip Up Adapter
  - o Frame Adapter

Extended Height Adapter

YES  NO Adapter Package: 3", 6", 9". Lifting pads are not flip-up.

**ITEM #3 – 20,000 LB. CAPACITY SYMMETRIC TWO POST SURFACE MOUNTED FRAME CONTACT LIFT, ROTARY SPO20, AS SPECIFIED, OR EQUAL (CONT'D)**

**COMPLIANCE**  
**YES NO**

**Installation:**

- Examine electrical rough-in for proper locations of connections
- Correct out-of-tolerance work and other deficient conditions prior to proceeding with installation
- Attach lifts securely to concrete floor slab. Comply with Manufacturer's written instructions
- Install lifts after adjacent finishing work, including painting, has been completed
- Install Manufacturer-provided drive motor and mechanism and adjust for quiet, smooth operation of the lifting and lowering mechanism
- Concrete and Anchoring:
  - o Concrete shall have a compression strength of at least 3,000 PSI and a typical slab thickness of 5 1/2" to 6". In order to achieve required anchor loads, a minimum concrete thickness of 4 1/4" and the anchor embedment of 3 1/4" is required at each anchor location. When using the standard supplied 3/4" x 5 1/2" long anchors, if the top of the anchor exceeds 2 1/4" above the floor grade, you DO NOT have enough embedment.
  - o If anchors do not tighten to 110 ft-lbs. installation torques, replace concrete under each column base with a 6'x6'x6" thick 3000 PSI minimum concrete pad keyed under and flush with the top of the existing floor. Concrete must cure before installing lifts and anchors.
- Adjust and service the operating mechanisms. Verify lift and safety device operation.
- Clean finished surfaces as recommended by partition manufacturer.
- Electrical Requirements: Single phase power unit, line voltage 208v-230v 60HZ 1Ph. Size wire for 20 amp circuit.

**OPTIONS:**

- ✓ **3A. Additional Cost Should Concrete Flooring Need to Be Replaced, As Specified Under "Installation"**
- ✓ **3B. 5 year extended parts and labor Warranty on all parts electronics and components that will take effect after installation**
- ✓ **3C. Removal of Pre-Existing Lifts**

STERTIL-KONI USA, INC.

PROPOSAL DOCUMENT REPORT  
 Bid No. TBD  
 VEHICLE LIFTING SYSTEM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
<b>OPTIONS</b>							
3A	Additional Cost Should Concrete Flooring Need To Be Replaced:	5	EA	No Bid	No Bid	X	
3B	Five (5) Year Extended Warranty	5	EA	No Bid	No Bid	X	
3C	Removal Of Pre-Existing Lifts	5	EA	No Bid	No Bid	X	
<b>TOTAL</b>					<b>\$0.00</b>		

STERTIL KONI ST1085-2FWA EBRIGHT MOBILE LIFTING SYSTEM, AS SPECIFIED, OR EQUAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
4	Stertil Koni St.1085-2fwa Ebright Mobile Lifting System, As Specified, Or Equal	5	EA	\$46,490.00	\$232,450.00		
<b>OPTIONS</b>							
4A	Battery Operated Rechargeable Led Lights	5	EA	\$3,421.00	\$17,105.00		
4B	Five (5) Year Extended Warranty	5	EA	\$1,050.00	\$5,250.00		
4C	Multi-Purpose Adapters For North And South Lifting	5	EA	\$3,005.00	\$15,025.00		
4D	Digital Weight Indication Feature	5	EA	\$1,509.00	\$7,545.00		
<b>TOTAL</b>					<b>\$277,375.00</b>		

**ITEM #4 - STERTIL KONI ST1085-2FWA EBRIGHT MOBILE LIFTING SYSTEM, AS SPECIFIED, OR EQUAL**

**Manufacturer/Model:** Stertil-Koni ST1085-2FWA

**Warranty:** 2 year parts and 1 year labor + year 2 through year 5 Parts-Only warranty for mobile lift hydraulic cylinders + lifetime warranty on nylon rollers used in Stertil-Koni lifting products that utilize such rollers.

**General Description:**

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

A Stertil Koni ST1085-2FWA\_Ebright, or equal, lifting system or set for vehicles shall be able to be composed of interchangeable columns. The size of the set shall be configurable by the operator at time of set up without the need to modify the operating system. (Minimum of 8 columns) When the lifts are set up as a set, it shall be possible to operate any single column, a pair of columns or all columns together, at the same time.

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Each column shall contain its own power supply, which consists of two deep cycle (group 31) 12 VDC batteries combined to provide a stable 24 VDC power supply.

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The main power shall be fused between the primary power switch and the motor/control circuits to protect overload.

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When fully charged, the on board battery power system shall be capable of 19 lifting/lowering cycles at 100% of lifting capacity and 28 lifting/lowering cycles at 50% of lifting capacity.

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The 24 VDC on board power supply shall incorporate a built in recharging system with pictograph on the display so the operator can visually verify charging the system.

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The recharging system shall be built in 110 VAC battery charger with indicator lamps. The battery charger shall be enclosed within a steel cabinet for protection from damage. The charger indicator lamp shall be easily visible through a sight glass mounted externally in the control cabinet. The indicator lamp shall be illuminated steady red when the system is recharging, green when batteries are fully charged, and flashing green when the charger is providing a trickle charge. It shall be possible to operate the lifting column while the battery charger is actively charging the battery.

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The base frame of the lifting column shall be of a rectangular design. The contact pattern to the foundation under the column shall be triangular in design to ensure uniform contact with the lifting foundation.

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**Lifting Capacity:**

Each Individual column shall have a nominal rated capacity of 18,500 lbs.

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**ITEM #4 - STERTIL KONI ST1085-2FWA EBRIGHT MOBILE LIFTING SYSTEM, AS SPECIFIED, OR EQUAL (CONT'D)**

**COMPLIANCE**

**YES**

**NO**

**Dimensions:**

The achieved lifting height of the column shall be no less than 73 inches when measured from the foundation on which the column rests to the top of the lifting fork.

Column Height shall not be greater than 97 inches when full lowered and 143.5 inches when the carriage has achieved maximum height.

Column lifting fork shall be 14 inches in length.

**Tire Size:**

Wheel contact forks shall be adjustable by hand and freely accept tires with rim diameters between R10 and R22.5. The adjustable forks shall incorporate a mechanical locking device to ensure the fork cannot relocate/adjust during use.

**Pallet Jack Mechanism:**

The pallet jack mechanism shall have a gas shock incorporated into its design, which shall serve as a safety mechanism to ensure that the mobile column is not lifting, while the pallet jack is extended. If the operator fails to lower the pallet jack after column positioning, as soon as the column experiences load during a lifting cycle, the gas shock will retract to lower the column to its foundation for stable lifting. The second purpose of the pallet jack gas shock shall be to dampen the impact of floor imperfections experienced while the column is relocated.

**Wheels:**

The column shall be fitted with fixed front roller wheels fabricated from oil impregnated nylon so as to be non-destructive to the foundation on which the column rests.

Floor Pressure at the front roller wheel shall be no greater than 7,200 lbs.

**Drive Mechanism:**

The drive system shall be hydraulic and shall permit lifting without any pulsation, jerks, or unsteady lifting. Lifting shall be smooth. The hydraulic power unit shall be an electrically powered pump, flow control valves, and a fluid reservoir.

Lifting carriage shall ride on durable, oil-filled nylon guide rollers. Guide rollers shall require no lubrication and no maintenance.

Each hydraulic cylinder shall be equipped with a hose burst check valve to prevent descent in the event of a major fluid leak.

VEHICLE LIFTING SYSTEM – COMPLIANCE RESPONSES

**ITEM #4 - STERTIL KONI ST1085-2FWA EBRIGHT MOBILE LIFTING SYSTEM, AS SPECIFIED, OR EQUAL (CONT'D)**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>

**Controls:**

The various functions of the mobile lifting system shall be initiated from the control panels on the columns.

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Each Control box shall include:

- 1) "Up" Button
- 2) "Down" Button
- 3) "Lock Release" Button
- 4) "Confirm" Button
- 5) Mushroom Style Emergency stop button
- 6) A high definition 7 inch LCD screen touch. The touch screen shall be specifically designed for a harsh workshop environment. The touch screen shall be capable of providing the following functions:
  - Column Selection Indicator: This area of the touch screen display shall inform the operator of which columns in the set have been selected for operation.
  - Battery Charge indicator: This area of the touch screen display shall inform the operator of the charge condition of the battery power supply.
  - Column Height Indicator: This area of the touch screen display shall inform the operator of the height of the individual column. The operator shall have the ability to easily toggle between individual imperial or metric units of height measurement. (inches or mm) The column height indicator shall also provide on the touch screen a clear indicator if the column has been set to stop at a restricted lifting height. This indicator shall be displayed as a thick horizontal line in the height display region of the touch screen. As the column rises, the screen will mimic the column and display the lifting fork rising up towards the horizontal restricted height indicator bar. Once the lifting fork shown on the display arrives at the restricted height indicator bar, the column shall stop rising.
  - Column Speed Indicator: This area of the touch screen shall inform the operator of the speed of the lifting system. The speed indicator shall have the ability to adjust the lowering to 30% of full lowering speed.
  - Column Fault Code Indicator: When a fault code has been registered by the control system, the touch screen shall inform the operator of any fault codes affecting the lifting set. The control system shall have the ability to display 42 individual fault codes.
  - One-touch access to the Guide Screen: This area of the touch screen provides to the operator access to the guide screen. The Guide screen shall provide to all system users:
    1. Calculator
  - One-touch access to the Information Screen : This area of the touch screen provides to the operator access to:
    1. Owner information
    2. Service Provider Information
    3. Manufacturer information

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**ITEM #4 - STERTIL KONI ST1085-2FWA EBRIGHT MOBILE LIFTING SYSTEM, AS SPECIFIED, OR EQUAL (CONT'D)**

**COMPLIANCE**

**YES**

**NO**

**Controls: (Cont'd)**

6) (Cont'd)

- One-touch access to the Settings Screen which displays 5 options which allows management of:
  1. Setting Screen Option (1): On this screen, operators shall have the ability to change the language displayed on the screen as well as the units of measure for height and weight (imperial or metric units)
  2. Setting screen option (2): On this screen, operators shall have the ability to retract the mechanical locks during raising for reduced noise, as well as to set a restricted maximum lifting height.
  3. Area to allow for future expansion
  4. Portal to Shop Screen: access to this screen requires a PIN with details of the shop screen provided below.
  5. Portal to Information Screen Option: Access to this screen requires a PIN with details of the Information Screen provided below.

- One-touch access to the Shop Screen options (access to the shop screen shall be generally provided to only maintainers and system administrators). The shop configuration screen shall allow manipulation of:

1. Edit of owner's details: on this screen shall be the ability to edit the information displayed on the Owner's field.

- Access to the Information Screen, which displays 9 options (Access to the Information screen shall be generally provided to only maintainers and system administrators). The maintenance configuration screen shall allow manipulation of:

Screen 1

- a. Initiation of foot protection, which guards against a crushing hazard during lowering. This safety system, when enabled, will stop lowering as the column reaches 18 inches above finished floor. At that time, the operator is provided a chance to inspect and ensure that there are no obstructions in the area of the obstructions and lifts. After confirmation that the vehicle and lift area is clear of obstructions, the operator simply needs to retract the mechanical safety locks again and complete the lowering cycle to bring the lift completely to the floor.
- b. Ability to disable height difference monitoring to aid in trouble shooting. Once initiated, this control system option allows the maintainer to operate the lifting system outside normal safety limits. This system is only for use by the lift system maintainer during repair procedures. This system option will automatically be disabled and the control system returned to default operating parameters after 10 minutes.

✓ **ITEM #4 - STERTIL KONI ST1085-2FWA EBRIGHT MOBILE LIFTING SYSTEM, AS SPECIFIED, OR EQUAL (CONT'D)**

	<u>COMPLIANCE</u>	
<b>Controls: (Cont'd)</b>	<u>YES</u>	<u>NO</u>
6) (Cont'd)		
Screen 1 (Cont'd)		
c. Ability to apply a set value to height monitoring system aid in troubleshooting. Once initiated, this control system option substitutes a fixed value for the height monitoring device in a particular column. This system is only for use by the lift system maintainer during repair procedures. This system option will automatically be disabled and the control system returned to default operating parameters after 2 minutes.		
Screen 2		
a. Ability to select wireless operating channel to minimize interference.		
b. Ability to view total lift system run time to properly plan for lift system maintenance.		
c. Ability to view individual column motor run time to properly plan for lifting system maintenance.		
(Screen 3, 4 and 5 – Allow for future expansion)		
Screen 6		
a. (Backup and Restore) Ability to restore control system to default settings.		
Screen 7		
a. (Software Version) Ability to review system operating information.		
Screen 8		
a. Ability to establish column type		
b. Ability to establish motor type, VDC or VAC		
c. Ability to establish control system communication protocol		
d. Ability to enable or disable weight measuring.		
Screen 9		
a. (Battery Settings) Ability to establish at what voltage the system will display that the battery system is weak.		
b. Ability to establish at what voltage the system will display that the battery is empty.	☒	☐
- All control panels shall have automatic synchronization through the full stroke of the hydraulic cylinder with a maximum tolerance of 2 inches. (50 mm) Control system will actively control hydraulic correction to maintain level synchronization, unless a column deviates more than 2.4 inches (60 mm) inches from any other column, at which point all motion halts.	☒	☐

**✓ ITEM #4 - STERTIL KONI ST1085-2FWA EBRIGHT MOBILE LIFTING SYSTEM, AS SPECIFIED, OR EQUAL (CONT'D)**

COMPLIANCE  
YES                      NO

**Controls: (Cont'd)**

6) (Cont'd)

- Each Column shall be fitted with an individual analog height-measuring device. This height-measuring device shall ensure that the height of each column in the set remains synchronized at the height initiated by the operator. The height-measuring device shall also allow, through single operation, that the operator can raise or lower any column to alternate heights within the tolerances set by ALI in its manual entitled "Lifting It Right".
- The wireless communication system shall utilize mesh-style wireless technology and be properly shielded from external interference in the workshop.
- The mobile column lift battery charger shall operate at the following voltages: 110VAC

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Control Panel Shall be rated at IP-65.

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**Safety Devices:**

An independent and fail-safe mechanical locking system shall be present on each column. This safety device shall be totally independent from the lifting drive system.

- Increments on lifting carriage-locking profile shall not be greater than 1.375 inches (35mm) and the first locking position shall engage after no more than 5.0 inches (120 mm) of lifting.
- A locking "pawl and ratchet" system shall be used to ensure proper and automatic locking at any height and at all times. All locking notches shall be integrated into the lifting carriage. The locking pawl shall be mounted to the inside of the column and function as a wedge between the column and the lifting carriage. The locking pawl design shall utilize gravity, with a spring assist, to ensure the locking pawl is always engaged into the locking ladder. The mechanical safety lock shall be automatically engaged at all times when the lift is not operating.

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Mobile Lifts must include six (6) Key Fobs per set of lifts.

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**OPTIONS:**

**✓ 4A. Battery operated rechargeable LED lights.**

Lights shall affix to any mobile column needed, including multiple lights at one time on the same column. Nothing shall be permanently mounted. UL Approved (Qty- 2 per column)

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**✓ 4B. Five (5) year extended warranty**

Warranty shall be for all covers, parts, electronics and components that will take effect after installation.

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**✓ 4C. Multi-Purpose adapters for North and South lifting**

Multi-purpose wide reach adapters shall attach on the carriage forks. 44,000 lb. capacity. Includes two (2) U shaped sliding adapters

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✓ **ITEM #4 - STERTIL KONI ST1085-2FWA EBRIGHT MOBILE LIFTING SYSTEM, AS SPECIFIED, OR EQUAL (CONT'D)**

**OPTIONS: (Cont'd)**

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

✓ **4D. Digital Weight Indication Feature**

Integrated into each screen of the vehicle lifts. The on-board weight indication shall allow for real time weight of the load being raised on each column. The weight can be added together via a calculator integrated into the screen.

CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS  
NO. B2022-110

RESOLUTION

August 17, 2022

WHEREAS, on July 12, 2022, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of MAINTENANCE, PARTS, REPAIRS, AND UPGRADES OF FUEL SYSTEMS for the County of Ocean; and

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

Name and Address of Bidder

DeMaio's Incorporated  
543 Columbia Rd.  
Egg Harbor City, NJ 08215  
(609) 965-4094

Name and Address of Bidder

T. Slack Environmental  
Services, Inc.  
180 Market Street  
Kenilworth, NJ 07033  
(908) 964-5360

; and

WHEREAS, after the receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, be accepted, namely, DEMAIO'S INCORPORATED.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS 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 Maintenance, Parts, Repairs, and Upgrades of Fuel Systems for the County of Ocean, for the contract period from date of award through August 16, 2023, 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. The County reserves the right to extend the term of the contract for one (1) additional year by mutual agreement between the County and the contractor with no increase in base price.

DEMAIO'S INCORPORATED for thirty four (34) items, to wit:

ITEM NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34.

For a Total Lump Sum Award (Item #'s 1 - 34) of \$477,159.00.

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

2. Payments for the materials and services to be acquired by these contracts shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners 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. Funds for the equipment and services shall be available within the following funding Sources: Vehicle Services O.E.

4. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2022-110.

5. BE IT FURTHER RESOLVED that certified copies of this Resolution shall be made available to the County Auditor, Department of Purchase, Department of Finance, Vehicle Services and DeMaio's Incorporated, the successful bidder.

PROPOSAL DOCUMENT REPORT

DEMAIO'S INCORPORATED

Bid No. TBD

MAINTENANCE, PARTS, REPAIRS, AND UPGRADES OF FUEL SYSTEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
1	Maintenance & Repair of Fuel Systems, Regular Working Hours	870	HR	\$120.75	\$105,052.50		
2	Maintenance & Repair of Fuel Systems, Overtime Hours	50	HR	\$120.75	\$6,037.50		
3	Annual Veeder Root Re-Certification Test, Flat Rate (16 Locations)	17	EA	\$328.00	\$5,576.00		
4	Annual Static Pressure Performance Test, Flat Rate (12 Locations)	12	EA	\$300.00	\$3,600.00		
5	Annual Pressure Vacuum Valve Test, Flat Rate (14 Locations)	15	EA	\$99.00	\$1,485.00		
6	Double Wall Piping Test- (12 Locations)	15	EA	\$130.00	\$1,950.00		
7	Product Line Testing (12 Locations- Unleaded)	15	EA	\$130.00	\$1,950.00		
8	Product Line Testing (12 Locations- Diesel)	12	EA	\$130.00	\$1,560.00		
9	Line Leak Detector Test, Flat Rate (24 Tanks)	24	EA	\$96.00	\$2,304.00		
10	Cathodic Protection Test, Flat Rate (28 Tanks)	30	EA	\$39.00	\$1,170.00		
11	Spill Bucket Tightness Test (RP1200), Flat Rate (34 Tanks)	34	EA	\$95.00	\$3,230.00		
12	Containment Sump Tightness test (RP1200), Flat Rate (34 Tanks)	34	EA	\$151.00	\$5,134.00		
13	Overfill Prevention Equipment Test, Flat Rate (34 Tanks)	34	EA	\$150.00	\$5,100.00		
14	Concrete Disposal	40	TON	\$29.00	\$1,160.00		
15	Concrete Restoration	20	CU. YD.	\$515.00	\$10,300.00		
<b>EQUIPMENT</b>							
16	Backhoe, with operator	40	HR	\$275.00	\$11,000.00		
17	Dump Truck, with Driver	40	HR	\$270.00	\$10,800.00		
18	Hydraulic Hammer	75	HR	\$355.00	\$26,625.00		

PROPOSAL DOCUMENT REPORT

Bid - MAINTENANCE, PARTS, REPAIRS, AND UPGRADES OF FUEL SYSTEMS

DEMAIO'S INCORPORATED

PROPOSAL DOCUMENT REPORT

Bid No. TBD

MAINTENANCE, PARTS, REPAIRS, AND UPGRADES OF FUEL SYSTEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
19	Skid-Steer Loader, with Operator	40	HR	\$150.00	\$6,000.00		
<b>SPECIALIZED LABOR</b>							
20	Electrician, Licensed	100	HR	\$140.50	\$14,050.00		
21	Plumber, Licensed	100	HR	\$55.00	\$5,500.00		
22	Welder, Certified	25	HR	\$75.00	\$1,875.00		
23	Equipment Allowance - For the use of any Additional Equipment, Not Specified Herein	1	LS	\$8,000.00	\$8,000.00		
24	Emco Wheaton Retail Parts Costs Calculate percentage of discount on parts by multiplying \$10,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$10,000.00 by 10% = \$1,000.00 or \$10,000.00 by .10 = \$1,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$10,000.00-(\$10,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$9,500.00	\$9,500.00		5%
25	Fiberlite/OPW Retail Parts Cost and Discount Calculate percentage of discount on parts by multiplying \$10,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$10,000.00 by 10% = \$1,000.00 or \$10,000.00 by .10 = \$1,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$10,000.00-(\$10,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$9,500.00	\$9,500.00		5%
26	Gasboy Retail Parts Cost and Discount Calculate percentage of discount on parts by multiplying \$20,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$20,000.00 by 10% = \$2,000.00 or \$20,000.00 by .10 = \$2,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$20,000.00-(\$20,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$19,600.00	\$19,600.00		2%
27	Husky Retail Parts Cost and Discount Calculate percentage of discount on parts by multiplying \$70,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$70,000.00 by 10% = \$7,000.00 or \$70,000.00 by .10 = \$7,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$70,000.00-(\$70,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$66,500.00	\$66,500.00		5%

DEMAIO'S INCORPORATED

PROPOSAL DOCUMENT REPORT

Bid No. TBD

MAINTENANCE, PARTS, REPAIRS, AND UPGRADES OF FUEL SYSTEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
✓ 28	Omnitec Retail Parts Cost and Discount Calculate percentage of discount on parts by multiplying \$10,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$10,000.00 by 10% = \$1,000.00 or \$10,000.00 by .10 = \$1,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$10,000.00-(\$10,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$9,500.00	\$9,500.00		5%
✓ 29	Red Jacket Retail Parts Cost and Discount Calculate percentage of discount on parts by multiplying \$10,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$10,000.00 by 10% = \$1,000.00 or \$10,000.00 by .10 = \$1,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$10,000.00-(\$10,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$9,500.00	\$9,500.00		5%
✓ 30	Universal Valve Company Calculate percentage of discount on parts by multiplying \$10,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$10,000.00 by 10% = \$1,000.00 or \$10,000.00 by .10 = \$1,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$10,000.00-(\$10,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$8,000.00	\$8,000.00		20%
✓ 31	Vapor Systems Technologies Calculate percentage of discount on parts by multiplying \$10,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$10,000.00 by 10% = \$1,000.00 or \$10,000.00 by .10 = \$1,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$10,000.00-(\$10,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$7,000.00	\$7,000.00		30%
✓ 32	Veeder Root Retail Parts Cost and Discount Calculate percentage of discount on parts by multiplying \$70,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$70,000.00 by 10% = \$7,000.00 or \$70,000.00 by .10 = \$7,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$70,000.00-(\$70,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$69,300.00	\$69,300.00		1%
✓ 33	Wayne Retail Parts Cost and Discount Calculate percentage of discount on parts by multiplying \$10,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$10,000.00 by 10% = \$1,000.00 or \$10,000.00 by .10 = \$1,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$10,000.00-(\$10,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$9,500.00	\$9,500.00		5%
✓ 34	ITEMS NOT OTHERWISE INCLUDED - PERCENTAGE DISCOUNT OFF CATALOG PRICE Calculate percentage of discount on parts by multiplying \$20,000.00 by your discount (show bid discount IN THE COMMENTS) Example: \$20,000.00 by 10% = \$2,000.00 or \$20,000.00 by .10 = \$2,000.00 Show the Retail cost of parts minus discount % in the UNIT COST COLUMN \$20,000.00-(\$20,000.00 x ____%) = ENTER THE RESULT IN THE UNIT COST COLUMN	1	LS	\$19,800.00	\$19,800.00		1%

PROPOSAL DOCUMENT REPORT

DEMAIO'S INCORPORATED

Bid No. TBD

MAINTENANCE, PARTS, REPAIRS, AND UPGRADES OF FUEL SYSTEMS

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
✓ TOTAL					\$477,159.00		



RESOLUTION

August 17, 2022

WHEREAS, on July 12, 2022, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of SOLAR POWERED MESSAGE SIGNS AND PORTABLE LIGHT TOWERS for the County of Ocean; and

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

Name and Address of Bidder

Garden State Highway Products, Inc.  
301 Riverside Drive  
Millville, NJ 08332  
(856) 692-7572

Groff Tractor Mid Atlantic LLC  
551 N Harding Highway  
Vineland, NJ 08360  
(908) 910-1899

Name and Address of Bidder

K. Moorea Co. LLC  
5300 Asbury Rd.  
Farmingdale, NJ 07727  
(732) 984-1697

Warshauer Generator LLC  
800 Shrewsbury Ave.  
Tinton Falls, NJ 07724  
(732) 741-6400

; and

WHEREAS, after receipt and examination of same, the County Purchasing Agent has now recommended to this Board that the lowest qualified bid, according to specifications, be accepted namely that of GARDEN STATE HIGHWAY PRODUCTS, INC. and K. MOOREA CO. LLC.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS 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 Solar Powered Message Signs and Portable Light Towers for the County of Ocean, from date of award through August 16, 2023, 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. GARDEN STATE HIGHWAY PRODUCTS, INC. for four (4) items, to wit:

ITEM NOS. 2, 3, 4 and 5.

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

B. K. MOOREA CO., LLC for one (1) item, to wit:

ITEM NO. 1.

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

2. Payments for the equipment to be acquired by this contract shall be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners 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 B2022-111.

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.

**GARDEN STATE HIGHWAY PRODUCTS, INC.**

SOLAR POWERED MESSAGE SIGNS AND PORTABLE LIGHT TOWERS

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**ITEM #2 - NEW LIGHT TOWER, WACKER NEUSON MODEL #LTW20Z1, AS SPECIFIED, OR EQUAL**

		<u>COMPLIANCE</u>	
		<u>YES</u>	<u>NO</u>
<b>GENERAL</b>			
Operating Weight	3,290	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Illumination coverage at 5 fc (54 lux) ft <sup>2</sup>	12,960	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lamp type	Metal Halide; 4 X 1,100	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mast height in feet	30	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dimensions in transport	177" L X 75.5" W X 74.5" H	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sound level (LA) at 23 ft. in dB	71.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power kW	20	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Frequency Hz	60	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Voltage V	120/240	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power Factor 1~	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power Factor 3~	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prime output kW	18.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Voltage Control %	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Idle to full load %	1.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>ENGINE</b>			
Generator insulation (class)	H	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RPM/Speed RPM	1,800	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Generator Model	Brushless w/ AVR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engine/Motor Type	Liquid-Cooled, 4-Cyl. Diesel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engine Model	Isuzu	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Displacement in cubic inches	133	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operating HP/RPM	34.3/1,800	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Performance Rated	SAE J1349 NET (without Fan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fuel tank capacity	57 gallons	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fuel consumption gallons/hour	1.58	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fully equipped highway-ready trailer		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>WARRANTY</b>			
Two (2) Year bumper/bumper machine warranty		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Two (2) Year/2,000 hour engine warranty		<input checked="" type="checkbox"/>	<input type="checkbox"/>

**PLEASE ENTER INFORMATION ON THE PRODUCT YOU ARE PROPOSING:**

**Make/Model:** ALLMAND MAXI-LITE

**Warranty:** Click or tap here to enter text.

**Delivery, A.R.O.:** 4 TO 6 WEEKS ARO

**Remarks:** Click or tap here to enter text.

**ITEM #3 - SOLARTECH SILENT MESSENGER II MESSAGE BOARD MID-SIZED, MODEL MB II WITH TRAILER, AS SPECIFIED OR EQUAL**

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
<b>DISPLAY PANEL</b>		
Panel Size: 92" X 54"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pixel Array/Size: 27" X 48" pixel array with 1.77" pitch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Character Height: 9" to 46"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Panel Construction: all aluminum, modular construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Panel Face: 3/16" polycarbonate, non-glare	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Characters per line: up to twelve (12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Graphics capability: full matrix with full animation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Display Technology: LED (amber, 592 nm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Display Brightness: > 10,000 candela per square meter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Display Life Expectancy: 10 years typical	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Viewing Angle: >30°	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>TRAILER</b>		
Length Overall (operating): 112" (284 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1,000 lb. automatic brake, winch & cable	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Length Overall (towing): 112" (284 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Width Overall 92" (234 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Width Across: Fenders 75" (191 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Height Traveling: 92" (234 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ground Clearance: 13" (33 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Height Operating: 142" (360 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weight of Panel: 1,560 lbs. (708 kg)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coupler: 2" (50 mm) ball or 2.5" (64 mm) pintle ring	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lifting Mechanism: 1,000 lb. automatic brake, winch & cable	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Axle/Suspension: (for both) Torq flex, independent	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tires: Load Range C; 13 inch wheels with 5-lug pattern	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>CONTROL CONSOLE</b>		
Console Circuitry: Ultra-low power solid state	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Console Touchscreen: Weather-resistant, backlit, full-color GUI, intuitive icon-driven, multi-lingual	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Programming Software: Proprietary, field upgradable for units not connected to Command Center	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Message Capacity: Pre-programmed and user-defined (> 250 each)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Message Display Time: User-selectable (0.1 to 99 seconds)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Display Update Time: Instantaneous	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Volatile Memory: 16 GB Micro SD card	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**ITEM #3 - SOLARTECH SILENT MESSENGER II MESSAGE BOARD MID-SIZED, MODEL MB II WITH TRAILER, AS SPECIFIED OR EQUAL**

**COMPLIANCE**  
**YES**      **NO**

**CONTROL CONSOLE (Cont'd)**

Password Protection: User-selectable, multi-level	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operator Interface: Easy-to-use icons (no manual required)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Connectivity: Supports NTCIP version 3 via UDP/IP over Ethernet, and PMPP over RS-232	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Units with Remote Communications Option: UDP/IP over the built-in cellular modem	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**ENERGY SOURCE**

Operating Voltage: 12 Volts DC (nominal)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery Type: 6 Volt heavy duty, deep cycle (GC-2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Number of Batteries: Four (4) standard lead acid (flooded)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery Bank Capacity: 520 amp hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery Status Indicator: Displays battery voltage, charging activity and low battery condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Solar Array Construction: Top-mounted solar panels in aluminum frame	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Solar Array Power Output: Standard 160 watt (nominal)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Solar Charge Controller: Automatic, temperature compensated, MPPT (Maximum Power Point Tracking)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**BRAKES**

Hydraulic Surge Brakes (5,000 lb. Capacity)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric Brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**SOLAR ARRAY**

220 amp tilt and rotate solar panels	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**BATTERY CHARGER**

55 amp battery charger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**BATTERY SECURITY**

Battery compartment with padlocks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**PAINT**

Powder coated orange color	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**PLEASE ENTER INFORMATION ON THE PRODUCT YOU ARE PROPOSING:**

**Make/Model: SOALR TECH SILENT MESSENGER II**

**Warranty: Click or tap here to enter text.**

**Delivery, A.R.O.: 4 TO 6 WEEKS ARO**

**Remarks: Click or tap here to enter text.**

**ITEM #4 - SOLARTECH SILENT MESSENGER FULL SIZE MESSAGE BOARD, MODEL MB III, WITH TRAILER, AS SPECIFIED OR EQUAL**

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

**DISPLAY**

Panel Size: 126" x 76" (320 cm x 193 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Panel Construction: All aluminum, modular construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Panel Face: 3/16" polycarbonate, non-glare	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Matrix Size: 27 x 48 pixels	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pixel Pitch: 2.6" x 2.6" (66 mm x 66 mm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Number of Fonts: Twelve (12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Character Height: 13" to 68" (33 cm to 173 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Graphics Capability: Full matrix with full animation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Display Technology: LED (amber, 592 nm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Display Brightness: > 10,000 candela per square meter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Viewing Angle: >30°	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Display Life Expectancy: 10 years typical	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lifting Mechanism: 2,000 lb. capacity electro-hydraulic	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**TRAILER**

Length Overall: 180" (457 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Width Overall: 92" (234 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Height Traveling: 103" (262 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Height Operating: 162" (412 cm)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ground Clearance: 13" (33 cm) minimum	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weight (minimum): 2,400 lbs. (1,089 kg)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weight (maximum): 2,960 lbs. (1,343 kg)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coupler (Class 111): 2" (50 mm) ball or 3" (76 mm) pintle ring	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Axle/Suspension: (both) Torq flex independent	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tires: Load Range C; 13 inch wheels with 5-lug pattern	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**MEGA-TECH CONTROL CONSOLE**

Console Circuitry: Ultra-low power solid state	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Console Touchscreen Weather-resistant, backlit, full-color GUI, intuitive icon-driven, multi-lingual, field upgradable (for units not connected to Command Center)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Message Capacity: Pre-programmed and user-defined (> 250 each)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**ITEM #4 - SOLARTECH SILENT MESSENGER FULL SIZE MESSAGE BOARD, MODEL MB III, WITH TRAILER, AS SPECIFIED OR EQUAL (CONT'D)**

**COMPLIANCE**  
**YES NO**

**MEGA-TECH CONTROL CONSOLE (Cont'd)**

Message Display Time: User-selectable (0.1 to 99 seconds)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Display Update Time: Instantaneous	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Volatile Memory 16 GB Micro SD card	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Password Protection: User-selectable, multi-level	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operator Interface: Easy-to-use icons (no manual required)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Connectivity: Supports NTCIP version 3 via UDP/IP over Ethernet, and PMPP over RS-232	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Units with Remote Communications Option: UDP/IP over the built-in cellular modem.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**ENERGY SOURCE**

Operating Voltage: 12 Volts DC (nominal)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery Type: 6 Volt heavy duty, deep cycle (GC-2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Number of Batteries Four (4) standard lead acid (flooded)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery Bank Capacity: 520 amp hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Battery Status Indicator: Displays battery voltage, charging activity low battery condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Solar Array Construction: Top-mounted solar panels in aluminum frame	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Solar Array Power Output: Standard 160 watt (nominal)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Solar Charge Controller: Automatic, temperature compensated (Maximum Power Point Tracking)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**BRAKES**

Hydraulic Surge Brakes (5,000 lb. Capacity)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric Brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**SOLAR ARRAY**

220 amp tilt and rotate solar panels	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**BATTERY CHARGER**

55 amp battery charger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**BATTERY SECURITY**

Battery compartment with padlocks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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GARDEN STATE HIGHWAY PRODUCTS, INC.

SOLAR POWERED MESSAGE SIGNS AND PORTABLE LIGHT TOWERS

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✓ ITEM #4 - SOLARTECH SILENT MESSENGER FULL SIZE MESSAGE BOARD, MODEL MB III, WITH TRAILER, AS SPECIFIED OR EQUAL (CONT'D)

COMPLIANCE  
YES                      NO

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**PAINT**

Powder coated orange color

**PLEASE ENTER INFORMATION ON THE PRODUCT YOU ARE PROPOSING:**

**Make/Model: SOLARTECH SILENT MESSENGER MB III**

**Warranty:** Click or tap here to enter text.

**Delivery, A.R.O.: 4 TO 6 WEEKS ARO**

**Remarks:** Click or tap here to enter text.

**GARDEN STATE HIGHWAY PRODUCTS, INC.**

SOLAR POWERED MESSAGE SIGNS AND PORTABLE LIGHT TOWERS

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**ITEM #5 – TRAFFICALM IQ1500 PERMANENT MOUNT SIGN AND TRAILER, AS SPECIFIED, OR EQUAL**

	<b><u>COMPLIANCE</u></b>	
	<b><u>YES</u></b>	<b><u>NO</u></b>
<b>LED AND RADAR COMPONENTS</b>		
Speed Display Height: 15" High Characters	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Configuration: Full Matrix Display	<input checked="" type="checkbox"/>	<input type="checkbox"/>
"Your Speed", or equal, Legend: 6" high highway gothic font (MUTCD Compliant)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LED, 1/2 Cone Angel: Amber (500nm), 1/2 Angel, 15°, Rated 100,000 hours, 20,000 CDA/M <sup>2</sup> , Auto Dimming Employed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Amber LED on Axis Intensity: 20,000 CDA/SQ Meter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
White LED (Cool White): 1/2 angel 60°, rated 100,000 hrs; 2,475 CDA/M <sup>2</sup> , Auto Dimming Employed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sign Legibility: viewable range: 1,000 feet, legible range: 750 feet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Speed Resolution and Range: Min 5 mph; Max 99 mph in 1 MPH steps, Range 600 feet. (Max 140 mpg available as custom order)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Radar Specification and Range: K-band (24, 15GHz) direct sensing, license free (FCC part 15 compliant); average range at 450 feet (plus 400' or minus 100' depending on vehicle size).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>MATERIALS AND CONSTRUCTION</b>		
Chassis Size/Total Weight: 30" width X 41" height X 3" depth; 36 lbs.		
Front Face Sheeting: 3M™ Diamond Grade™, or equal, high visibility prismatic, long life protective sheeting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sign Face Color: yellow	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sign Mounting Construction: 3/16" thick aluminum brackets and 1/8" face; standard 3% tilt bracket configuration.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vandal resistant construction:		
<ul style="list-style-type: none"> <li>• Sealed electronics box (ECS) 1/16" thick aluminum enclosure attached to a 1/8" thick mounted plate, The ECS shall be removable from the chassis as a complete unit.</li> <li>• 1/4" high impact polycarbonate face with high contrast mask; anti-glare graffiti and sunlight resistant</li> <li>• Provisions for padlocking in place are provided</li> <li>• Powder coat white color</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electronics Enclosure Rating: Weatherproof; NEMA 3R	<input checked="" type="checkbox"/>	<input type="checkbox"/>

✓ ITEM #5 - TRAFFICALM IQ1500 PERMANENT MOUNT SIGN AND TRAILER, AS SPECIFIED, OR EQUAL (CONT'D)

COMPLIANCE  
YES      NO

**ELECTRICAL SPECIFICATIONS**

Power Requirements: 12VDC (10.5 VDC to 16VDC), 23W at max brightness with maximum message displayed, 10W at average brightness with maximum message displayed.

Voltage Requirements: 9V-30VDC, 12VDC Nominal (Battery protection at 11.5 VDC and 10.8VDC; startup at 12.3VDC)

Power Options:

- Solar Kits: 150W kits
- Battery charger kits and battery boxes shall be supplied

Operating Temperature: Internal components: -29°F to +165°F

Warranty: 3 year limited warranty on sign and options (excluding batteries)

**SOFTWARE**

SafetyCalm™ or equal, license free

Event Logging with Time Stamp: Event data: 60 days with a circular buffer; applied voltage (VDC); internal temperature (°F); ambient light (lux); display functional status; traffic status; shock sensor events; parameter events

Vehicle Data Logging Capacity: Speed data 90 days with circular buffer (oldest reading replaced by newest) based on 24/7 operation

Programmable Display Features:

- Minimum speed limit, speed limit, over speed, and maximum speed to display
- Display type: blank (stealth mode); actual speed; speed limit; flashing digits; steady digits; external beacon control

Schedules: Repeating daily: nine (9) events; repeating weekly; nine (9) events; non-repeating dated: nine (9) events (27 events in each 24 hour period, 365 days per year while powered)

Communications: Remote access through secure network

System Requirements:

- Operating System: Compatible with Windows 10
- Screen resolution: 1024 X 768 or better
- Communications interfaces: Bluetooth class 1 or 2 adapters (capabilities V1.0, V1.2, V2.0, V2.1+EDC)

**GARDEN STATE HIGHWAY PRODUCTS, INC.**

SOLAR POWERED MESSAGE SIGNS AND PORTABLE LIGHT TOWERS

Page 10 of 11

**ITEM #5 - TRAFFICALM IQ1500 PERMANENT MOUNT SIGN AND TRAILER, AS SPECIFIED, OR EQUAL (CONT'D)**

**COMPLIANCE**  
**YES            NO**

**TRAILER**

Weight: 353 Lbs with Solar and 150Ah batteries; Weight is with battery *installed*

Size: Folded and ready for travel 46" wide X 48" long (86" with tongue extended) X 38" Tall; Erected with Solar: 88" Tall

Tire Size: 14"

Color: Powder Coated white

Warranty: Assembly warranted against manufacturer defect for three (3) years; excluding batteries and tires

**Basic Features:**

- Brake Lights and turn signals are provided
- Metal fenders strong to support minimum of 250 lbs., Powder coat finish for corrosion resistance
- Tongue shall be properly sized to ensure easy towing using a 2" ball

**Controls:**

- Control panel provided to operate the connections to the solar panel and sign

**Safety/Security:**

- Meets DOT regulations & requirements
- Safety chains shall be provided
- Ball hitch system is stowed & secured when not towing; hitch beam collapses and locks into trailer body or shall be removable

**Stabilizers:**

- Provided with two (2) drop-down stabilizers that drop to the level of grade & are secured by pins and one (1) hand-crank stabilizer.
- Stow in fully retracted position secured by pins for travel

Static Regulatory Signs: speed is 25 mph on base; placards are 1,3,0,4 which allow speeds from 05-45 mph

**ELECTRICAL SPECIFICATIONS**

**Batteries:**

- Includes two (2) 75Ah batteries
- Each battery shall be individually fused
- Negative terminal of each battery shall be electrically common to the trailer chassis
- Cushioned battery mount to reduce vibration and shock

**Battery Box:**

- Housed in weatherproof chamber separate from battery compartment
- Sealed from air movement with provisions for thermal transfer, moisture control and drainage

**ITEM #5 – TRAFFICALM IQ1500 PERMANENT MOUNT SIGN AND TRAILER, AS SPECIFIED, OR EQUAL (CONT'D)**

**COMPLIANCE**  
**YES**      **NO**

**TRAILER (Cont'd)**

**ELECTRICAL SPECIFICATIONS (Cont'd)**

Integrated Solar Charging:

- 60 Watt Solar Panel
- Solar Panel shall be deployed to a position higher than the sign
- Solar Panel shall stow flat over the sign for optimal skyward exposure
- 20A Solar Charge Control Device (14.4 V regulation temperature compensating)

Wiring:

- Wire is properly sized; rated 194°F minimum
- All interconnecting cables and wires are routed through the frame or in conduit for protection

**PLEASE ENTER INFORMATION ON THE PRODUCT YOU ARE PROPOSING:**

**Make/Model: TRAFFICALM IQ1500**

**Warranty: Click or tap here to enter text.**

**Delivery, A.R.O.: 4-6 WEEKS ARO**

**Remarks: Click or tap here to enter text.**

**10. Acknowledgement of Submission of Forms from Current Bid Package\***

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Confirmed

**11. Submission of Bid Package\***

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

Confirmed

**PRICE TABLES**

**SOLAR POWERED LED SIGNS AND SOLAR POWERED SPEED RADAR SIGNS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments
1	Furnish and Delivery of New Solar Powered Message Sign, American Signal Company Model #CMS-T333 LED, No Substitutions	3	EA	\$21,075.00	\$63,225.00		
2	Furnish and Delivery of New Light Tower, Wacker Neuson Model #LTW20Z1, As Specified, or Equal	2	EA	\$28,542.00	\$57,084.00		ALLMAND MAXI-LITE
3	Furnish and Delivery of SolarTech Silent Messenger II Message Board Mid-Sized, Model MB II, As Specified, or Equal	2	EA	\$19,450.00	\$38,900.00		
4	Furnish and Delivery of SolarTech Silent Messenger Full Size Message Board, Model MB III, As Specified, or Equal	2	EA	\$17,995.00	\$35,990.00		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments
✓ 5	Trafficalm IQ1500 Permanent Mount Sign and Trailer, As Specified or Equal ✓	2	EA	\$7,925.00	\$15,850.00		

**ITEM # 1 – PORTABLE CHANGEABLE FULL MATRIX MESSAGE SIGN, AMERICAN SIGNAL COMPANY # CMS-T333 LED, AS SPECIFIED, NO SUBSTITUTIONS**

		<u>COMPLIANCE</u>	
		<u>YES</u>	<u>NO</u>
<b><u>GENERAL</u></b>			
Full Matrix 28 pixels x 50 pixels		<input checked="" type="checkbox"/>	<input type="checkbox"/>
1 line, 2 line, 3 line messages		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Graphics and Animation		<input checked="" type="checkbox"/>	<input type="checkbox"/>
18" - 53" characters		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Up to 12 characters per line		<input checked="" type="checkbox"/>	<input type="checkbox"/>
9 font sizes		<input checked="" type="checkbox"/>	<input type="checkbox"/>
SOLR™ Primary Power Charging System with 30 day nominal battery life and onboard AC charger		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Height (Raised)	162"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Height (Storage)	109.3"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Length	188.3"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Width (Storage)	79.5"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LED Operating Temp	-22° - +165° F	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electronics Temp. Rating	-30° - +165° F	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sign Case Height	79.5"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sign Case Width	137"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Control Console Display	Backlit LCD	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pre-Programmed Messages	199	<input checked="" type="checkbox"/>	<input type="checkbox"/>
User-defined Messages	199	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Message Sequences	250	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b><u>LED DISPLAY</u></b>			
Update Speed: Variable in .10 sec. increments		<input checked="" type="checkbox"/>	<input type="checkbox"/>
LED Color: ITE Amber/Yellow		<input checked="" type="checkbox"/>	<input type="checkbox"/>
18"-53" Character		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Four (4) – (30°) LEDs per pixel		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b><u>OTHER:</u></b>			
Sign raise/lower with electric hydraulic lift with manual backup		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weather tight control cabinet with backlit LCD handheld controller		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>The following options shall be included in the base bid price:</b>			
2" ball or lunette eye hitch with adjustable height		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Graphic User Interface (GUI) Software		<input checked="" type="checkbox"/>	<input type="checkbox"/>
AIMSTAR™ Adjustable Solar Assembly		<input checked="" type="checkbox"/>	<input type="checkbox"/>

**PLEASE ENTER INFORMATION ON THE PRODUCT YOU ARE PROPOSING:**

**Make/Model:** AMERICAN SIGNAL CMS-T333 PCMS, WEBBEXPRESS

**Warranty:** 1 YEAR

**Delivery, A.R.O.:** 6-8 WEEKS

**Remarks:** Click or tap here to enter text.

9. ADDITIONAL VENDOR DOCUMENTATION

Please submit any additional information you wish to be considered as part of your bid package.

K\_MOOREA\_LL\_C\_W-9\_2021.pdf2021\_22\_WBENC\_Cert\_K.Moorea.pdfTRAF\_-\_1552\_Equipment\_Line\_Card\_R1\_(002).pdf

10. Acknowledgement of Submission of Forms from Current Bid Package\*

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Confirmed

11. Submission of Bid Package\*

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

Confirmed

PRICE TABLES

SOLAR POWERED LED SIGNS AND SOLAR POWERED SPEED RADAR SIGNS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments
1	Furnish and Delivery of New Solar Powered Message Sign, American Signal Company Model #CMS-T333 LED, No Substitutions	3	EA	\$20,765.00	\$62,295.00		
2	Furnish and Delivery of New Light Tower, Wacker Neuson Model #LTW20Z1, As Specified, or Equal	2	EA	\$33,400.00	\$66,800.00		

CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS  
NO. B2022-116

RESOLUTION

August 17, 2022

WHEREAS, on July 26, 2022, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of CATCH BASIN BLOCKS for the County of Ocean; and

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

Name and Address of Bidder

Extech Building Materials dba  
Liberty Building Products  
193 Christie Street  
Newark, NJ 07105  
(908) 276-5122

Name and Address of Bidder

Continental Hardware, Inc.  
400 Delancy Street  
Newark, NJ 07105  
(973) 589-3929

; 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, EXTECH BUILDING MATERIALS DBA LIBERTY BUILDING PRODUCTS and CONTINENTAL HARDWARE, INC. be accepted.

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

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract for the furnishing and delivery of CATCH BASIN BLOCKS for the County of Ocean, for the contract period from date of award through August 16, 2023, a period of one (1) year, OR until delivery is complete. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15, as follows:

A. EXTECH BUILDING MATERIALS DBA LIBERTY BUILDING PRODUCTS for four (4) items, to

wit:

ITEM NOS. 4, 5, 6 and 7.

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

B. CONTINENTAL TRADING & HARDWARE for three (3) items, to

wit:

ITEM NOS. 1, 2 and 3.

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 Commissioners and subject to the Board of Commissioners 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 B2022-116.

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 Department and the successful bidders.

Bid No. TBD

CATCH BASIN BLOCKS

PRICE TABLES  
CATCH BASIN BLOCKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments
1	Catch Basin Block - 6" x 6" x 12", 8" Curb Height	3,000	EA	\$3.35	\$10,050.00		120 Pcs on Pallet
2	Concrete Brick, Grey - 2 1/4" x 8"	16,000	EA	\$0.55	\$8,800.00		
3	Concrete Block - 8" x 2" x 16" Cap	300	EA	\$2.45	\$735.00		
✓ 4	Bin Block, Concrete - Interlocking, 2' x 2' x 2'	200	EA	\$135.00	\$27,000.00		
✓ 5	Bin Block, Concrete - Interlocking, 2' x 2' x 6'	400	EA	\$195.00	\$78,000.00		
✓ 6	Bin Block, Concrete - Interlocking, 3' x 3' x 3'	50	EA	\$150.00	\$7,500.00		
✓ 7	Bin Block, Concrete - Interlocking, 3' x 3' x 6'	50	EA	\$245.00	\$12,250.00		

**PRICE TABLES**  
**CATCH BASIN BLOCKS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments
1	Catch Basin Block - 6" x 6" x 12", 8" Curb Height	3,000	EA	\$3.25	\$9,750.00		
2	Concrete Brick, Grey - 2 1/4" x 8"	16,000	EA	\$0.53	\$8,480.00		
3	Concrete Block - 8" x 2" x 16" Cap	300	EA	\$1.80	\$540.00		
4	Bin Block, Concrete - Interlocking, 2' x 2' x 2'	200	EA	\$500.00	\$100,000.00		
5	Bin Block, Concrete - Interlocking, 2' x 2' x 6'	400	EA	\$625.00	\$250,000.00		
6	Bin Block, Concrete - Interlocking, 3' x 3' x 3'	50	EA	\$500.00	\$25,000.00		
7	Bin Block, Concrete - Interlocking, 3' x 3' x 6'	50	EA	\$650.00	\$32,500.00		

CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS  
NO. B2022-87

## RESOLUTION

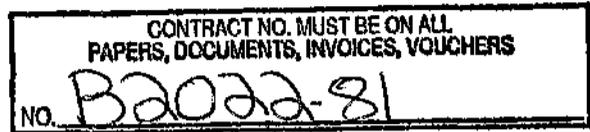
August 17, 2022

WHEREAS, on June 15, 2022, a Resolution was adopted awarding contracts for the furnishing and delivery of SPECIALTY PAPER AND PAPER PRODUCTS NO. II and authorizing the County Purchasing Agent to enter into a negotiated contract, in accordance with N.J.S.A. 40A:11-5(3), for items where no qualified bids were received on two occasions.

WHEREAS, due a clerical error, it is necessary to amend the Resolution, to reflect the County Purchasing Agent's authority to enter into a negotiated contract for Item No. 124.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN STATE OF NEW JERSEY that the Resolution dated 6/15/2022 is hereby amended to reflect the County Purchasing Agent's authority to enter into a negotiated contract for Item No. 124, with all other provisions of the Resolution remaining in full force and effect.

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



## RESOLUTION

August 17, 2022

WHEREAS, on May 24, 2022, pursuant to legal advertisements therefor, sealed bids were received for the furnishing and delivery of JANITORIAL SUPPLIES for the County of Ocean; and

WHEREAS, on July 20, 2022, Contract B2022-81, Item No. 64 was awarded to QUILL, LLC; and

WHEREAS, the County Purchasing Agent has requested Contract B2022-81, Item No. 64 awarded to Quill, LLC be rescinded as vendor is unable to honor their contract pricing. All other bids received on this item are rejected as unresponsive. Therefore this item will not be rebid pursuant to 40A:11-13.2(f); and

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

1. The aforementioned Resolution and Contract dated July 20, 2022 awarding Item No. 64 to Quill, LLC is hereby rescinded.
2. All other provisions of the Resolution and contract documents described above shall remain in full force and effect.
3. The contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being B2022-81.
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, Buildings and Grounds, and Quill, LLC.

CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS  
NO. B2022-118E

RESOLUTION

August 17, 2022

WHEREAS, on August 2, 2022, pursuant to legal advertisements therefor, sealed bids were received for the REPLACEMENT OF CURB AND SIDEWALK AT VARIOUS LOCATIONS IN OCEAN COUNTY, CONTRACT 2022, County of Ocean, State of New Jersey, in accordance with plans and specifications prepared by the County Engineer and approved by the Ocean County Board of Commissioners; and

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

Name and Address of Bidder

A. Takton Concrete Corp.  
13 Tice Avenue  
South River, NJ 08882  
(732) 238-1008

Black Rock Enterprises, LLC  
1316 Englishtown Road  
Old Bridge, NJ 08857  
(732) 967-6400

Walters & Bugbee, Inc.  
75 South Gold Drive  
Hamilton, NJ 08691  
(609) 584-1100

Name and Address of Bidder

Seacoast Construction, Inc.  
15 Addington Court  
East Brunswick, NJ 08816  
(732) 238-6963

Ocean Construction, LLC  
822 Glassboro Road  
Williamstown, NJ 08094  
(609) 653-0133

; and

WHEREAS, after receipt and examination of same, the County Purchasing Agent referred all bids to the County Engineer for study and recommendation to the Board; and

WHEREAS, the County Engineer has now recommended to this Board that the lowest qualified bid namely that of A. TAKTON CONCRETE CORP., be accepted for the Replacement of Curb and Sidewalk at Various Locations in Ocean County, Contract 2022, County of Ocean, State of New Jersey.

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

A. TAKTON CONCRETE CORP. will extend contract prices to "County Cooperative Contract Purchasing System" Participants.

1. The Director and Clerk of this Board are hereby authorized and directed to enter into a contract with A. Takton Concrete Corp., accepting their low bid in the amount of \$781,325.00 for the Replacement of Curb and Sidewalk at Various Locations in Ocean County, Contract 2022, County of Ocean, State of New Jersey, in accordance with plans and specifications prepared by the County Engineer. All work under this Contract shall be completed within **five hundred (500)** calendar days.

2. The Department of Finance has certified that funds are available in Account No. Account No. 420-185-X108 in the amount of \$781,325.00 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 B2022-118E.

4. Be it further resolved that certified copies of this Resolution shall be made available to each of the following:

- a. County Auditor;
- b. County Department of Purchasing;
- c. Department of Finance;
- d. County Engineer who shall see that the successful bidder enters into a proper contract for the faithful performance of their bid and that said contract is duly filed with the Clerk of this Board; 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.

				A. Takton Concrete Corporatio	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PERFORMANCE BOND AND PAYMENT BOND	1	DOLLAR	\$22,800.00	\$22,800.00
2	PAVEMENT REPAIR OR REMOVAL	300	S.Y.	\$38.00	\$11,400.00
3	REMOVE AND REPLACE 9" X 18" CONCRETE VERTICAL CURB, 0 TO 100 L.F.	1000	L.F.	\$60.00	\$60,000.00
4	REMOVE AND REPLACE 9" X 18" CONCRETE VERTICAL CURB, GREATER THAN 100 L.F.	2000	L.F.	\$60.00	\$120,000.00
5	REMOVAL OF 9" X 18" CONCRETE VERTICAL CURB	30	L.F.	\$68.00	\$2,040.00
6	9" X 18" CONCRETE VERTICAL CURB, 0 TO 100 L.F.	200	L.F.	\$60.00	\$12,000.00
7	9" X 18" CONCRETE VERTICAL CURB, GREATER THAN 100 L.F.	1200	L.F.	\$75.00	\$90,000.00
8	9" X 18" CONCRETE SLOPED CURB, 0 TO 100 L.F.	25	L.F.	\$85.00	\$2,125.00
9	9" X 18" CONCRETE SLOPED CURB, GREATER THAN 100 L.F.	250	L.F.	\$75.00	\$18,750.00
10	18" WIDE CONCRETE GUTTER, 6" THICK, 0 TO 100 L.F.	250	L.F.	\$85.00	\$21,250.00
11	18" WIDE CONCRETE GUTTER, 6" THICK, GREATER THAN 100 L.F.	250	L.F.	\$85.00	\$21,250.00
12	36" WIDE CONCRETE V-CHANNEL, 6" THICK, 0 TO 100 L.F.	125	L.F.	\$85.00	\$10,625.00
13	36" WIDE CONCRETE V-CHANNEL, 6" THICK, GREATER THAN 100 L.F.	250	L.F.	\$85.00	\$21,250.00
14	REMOVE CONCRETE SIDEWALK	20	S.Y.	\$60.00	\$1,200.00
15	REMOVE AND REPLACE CONCRETE SIDEWALK, 0 TO 50 S.Y.	200	S.Y.	\$98.00	\$19,600.00
16	REMOVE AND REPLACE CONCRETE SIDEWALK, GREATER THAN 50 S.Y.	120	S.Y.	\$98.00	\$11,760.00
17	CONCRETE SIDEWALK, 4" THICK, 0 TO 50 S.Y.	65	S.Y.	\$120.00	\$7,800.00
18	CONCRETE SIDEWALK, 4" THICK, GREATER THAN 50 S.Y.	50	S.Y.	\$120.00	\$6,000.00
19	REMOVE CONCRETE DRIVEWAY	25	S.Y.	\$98.00	\$2,450.00
20	REMOVE AND REPLACE CONCRETE DRIVEWAY, REINFORCED, 6" THICK	300	S.Y.	\$120.00	\$36,000.00
21	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	45	S.Y.	\$100.00	\$4,500.00
22	RESIDENTIAL HMA DRIVEWAY REPAIR	100	S.Y.	\$140.00	\$14,000.00
23	COMMERCIAL HMA DRIVEWAY REPAIR	100	S.Y.	\$140.00	\$14,000.00
24	REMOVE AND RESET UNIT PAVERS	65	S.Y.	\$90.00	\$5,850.00
25	REMOVE UNIT PAVERS	35	S.Y.	\$65.00	\$2,275.00
26	TRAFFIC DIRECTOR, FLAGGER	55	HOUR	\$95.00	\$5,225.00
27	UNIFORMED TRAFFIC DIRECTOR	1	DOLLAR	\$30,000.00	\$30,000.00
28	MAINTENANCE AND PROTECTION OF TRAFFIC, HALF WORKING DAY	45	UNIT	\$300.00	\$13,500.00
29	MAINTENANCE AND PROTECTION OF TRAFFIC, FULL WORKING DAY	90	UNIT	\$500.00	\$45,000.00
30	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	25	DAY	\$1,000.00	\$25,000.00
31	FUEL PRICE ADJUSTMENT	1	DOLLAR	\$1,000.00	\$1,000.00
32	ASPHALT PRICE ADJUSTMENT	1	DOLLAR	\$1,000.00	\$1,000.00
33	TOPSOIL SPREADING, 5" THICK	2000	S.Y.	\$12.00	\$24,000.00
34	FERTILIZING AND SEEDING, TYPE A-5	2000	S.Y.	\$10.00	\$20,000.00

35 STRAW MULCHING	2000 S.Y.	\$10.00	\$20,000.00
36 DETECTABLE WARNING SURFACE	15 S.Y.	\$350.00	\$5,250.00
37 DENSE GRADED AGGREGATE, 4" THICK	200 S.Y.	\$45.00	\$9,000.00
38 CONTROLLED LOW STRENGTH MATERIAL	25 C.Y.	\$450.00	\$11,250.00
39 RESET EXISTING CASTING	5 UNIT	\$350.00	\$1,750.00
40 FOUNDATION, TYPE A	5 UNIT	\$3,500.00	\$17,500.00
41 STONE MULCHING	90 S.Y.	\$120.00	\$10,800.00
42 REMOVE, RESET OR DISPOSE OF LANDSCAPE TIES	25 L.F.	\$85.00	\$2,125.00
<b>Total</b>			<b>\$781,325.00</b>

RESOLUTION

August 17, 2022

**WHEREAS**, on July 20, 2022 the Ocean County Board of Commissioners awarded a contract to **Earle Asphalt Company** for the **Reconstruction and Resurfacing of Brookside Drive From NJ State Highway No. 37 East to Cedar Grove Road, Township of Toms River, No. II, County of Ocean, State of New Jersey** and was assigned **Contract No. B2022-107E**; and

**WHEREAS**, it is the desire of the County to amend the original funding source for this Contract to other ordinances; and

**NOW, THEREFORE, BE IT RESOLVED** by the **BOARD OF COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY** that the account numbers in the Resolution dated July 20, 2022 which authorized the award of this Contract is hereby amended as follows:

a.

<u>ACCOUNT NO.</u>	<u>ORIGINAL FUNDING</u>	<u>INCREASE/DECREASE</u>	<u>AMENDED FUNDING</u>
210-185-0060-6800	\$ 17,666.00	-0-	\$ 17,666.00
304-185-C806-6800	\$ 41,679.21	(\$ 41,679.21)	-0-
304-185-X007-6800	-0-	\$ 538,218.78	\$ 538,218.78
413-185-C701-6800	\$ 86,797.61	-0-	\$ 86,797.61
300-185-C802-6800	\$ 610,626.33	-0-	\$ 610,626.33
417-185-C906-6800	\$ 188,327.04	(\$ 3,122.63)	\$ 185,204.41
420-185-X009-6800	\$ 339,864.42	(\$ 339,864.42)	-0-
422-185-X204-6800	\$ 153,552.52	(\$ 153,552.52)	-0-
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	\$1,438,513.13	-0-	\$1,438,513.13

b. The County Comptroller has certified that all necessary funds are available as described above.

c. All other provisions of the Resolution and Contract described above shall remain in full force and effect.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution be made available to the County Auditor, Engineering Department, Purchasing Department, and Finance Department.

RESOLUTION

August 17, 2022

**WHEREAS**, on June 1, 2022 the Ocean County Board of Commissioners awarded a contract to **South State, Inc.** for the **Reconstruction and Resurfacing of Portions of Certain County Roads, Contract 2020C, County of Ocean, State of New Jersey** and was assigned **Contract No. B2022-82E**; and

**WHEREAS**, it is the desire of the County to amend the original funding source for this Contract to other ordinances; and

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY that the account numbers in the Resolution dated June 1, 2022 which authorized the award of this Contract is hereby amended as follows:

a.

<u>ACCOUNT NO.</u>	<u>ORIGINAL FUNDING</u>	<u>INCREASE/DECREASE</u>	<u>AMENDED FUNDING</u>
210-185-0060-6800	\$ 48,291.00	-0-	\$ 48,291.00
304-185-X007-6800	\$4,186,089.92	(\$538,222.84)	\$3,647,867.08
420-185-X009-6800	\$ 1,619.08	\$ 338,245.34	\$339,864.42
300-185-C802-6800	-0-	\$ 46,424.98	\$ 46,424.98
422-185-X204-6800	-0-	\$ 153,552.52	\$153,552.52
	-----	-----	-----
	\$4,236,000.00	-0-	\$4,236,000.00

b. The County Comptroller has certified that all necessary funds are available as described above.

c. All other provisions of the Resolution and Contract described above shall remain in full force and effect.

BE IT FURTHER RESOLVED that certified copies of this Resolution be made available to the County Auditor, Engineering Department, Purchasing Department, and Finance Department.

**No Associated  
Documents**

**RESOLUTION**

**August 17, 2022**

**WHEREAS**, there exist a need for Banking and Investment Services in connection with the County's bond proceeds; and

**WHEREAS**, the County of Ocean has publicly solicited Request for Proposals for banking and investment services; and

**WHEREAS**, the proposals were received and reviewed by the Ocean County Department of Finance in accordance with the criteria set forth in the Request for Proposals; and

**WHEREAS**, the Ocean County Consultant Selection Review Committee has been notified of the Finance Department's recommendation to award of banking and investment services on the basis of their proposal.

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

1. The Board of Commissioners hereby approves the designation of PFM Asset Management, LLC for the \$2,749,000 College Capital Improvement Bonds, Series 2022.
2. Certified copies of the resolution shall be made available to the Ocean County Auditor, Department of Finance.

**RESOLUTION**

**August 17, 2022**

**WHEREAS**, there exist a need for Banking and Investment Services in connection with the County's bond proceeds; and

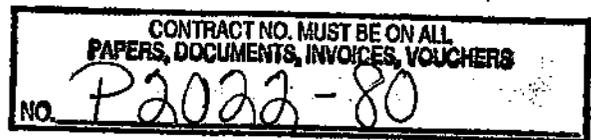
**WHEREAS**, the County of Ocean has publicly solicited Request for Proposals for banking and investment services; and

**WHEREAS**, the proposals were received and reviewed by the Ocean County Department of Finance in accordance with the criteria set forth in the Request for Proposals; and

**WHEREAS**, the Ocean County Consultant Selection Review Committee has been notified of the Finance Department's recommendation to award of banking and investment services on the basis of their proposal.

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

1. The Board of Commissioners hereby approves the designation of OceanFirst Bank for the \$47,974,195 General Improvement Bonds, Series 2022.
2. Certified copies of the resolution shall be made available to the Ocean County Auditor, Department of Finance.



**RESOLUTION**

August 17, 2022

**WHEREAS**, on April 6, 2022 the Ocean County Board of Commissioners adopted a Resolution awarding an Unspecifiable Services Contract to Engineering Systems, Inc. to provide expert witness consultation and reporting for the Ocean County Prosecutor's Office, in an amount not to exceed \$10,000.00, and was assigned Contract No. P2022-80; and

**WHEREAS**, it has been determined that additional expert witness consultation and reporting services are needed in the matter of State v. Fernandez; and

**WHEREAS**, funds for these services in the amount of \$1,449.50 are available in Account No. 016-060-4024 to cover this additional work.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY** that the agreement with Engineering Systems, Inc. is hereby amended to include additional expert witness consultation and reporting services in the matter of State v. Fernandez with funding to be made available in the amount of \$1,449.50 from Account No. 016-060-4024.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the County Comptroller, County Auditor, County Counsel, the Ocean County Prosecutor, Director of Management & Budget, and Engineering Systems, Inc.

**RESOLUTION**

**August 17, 2022**

**WHEREAS, the COUNTY of OCEAN, has funds available for an Innovative Disability Services Program which would provide community education and awareness activities and services designed to reduce isolation and increase connectivity for adults and children living with disabilities; and**

**WHEREAS, on June 16, 2021, the Board of Commissioners adopted a resolution authorizing the use of competitive contracting for the procurement of an Innovative Disability Services program provider; and**

**WHEREAS, Competitive Contracting Procedures have been followed in accordance with N.J.S.A. 40A:11-4.3 for the services listed above; and**

**WHEREAS, on September 1, 2021, the Ocean County Board of Commissioners awarded an Agreement to Ocean Partnership for Children, Inc., 36 Washington Street, Toms River, New Jersey 08753 to provide such services, as more specifically set forth in the agreement; and**

**WHEREAS, the Agreement was for a one year period, effective September 1, 2021 through August 31, 2022, and at the successful completion of the one year Agreement, an option to extend up to four (4) additional months could be exercised; and**

**WHEREAS, the Ocean County Department of Human Services desires to utilize the option to extend the Agreement for September 1, 2022 through December 31, 2022; and**

**WHEREAS, funds up to the total amount of \$22,500.00 will be appropriated for these services as follows:**

<u>Program</u>	<u>Account</u>	<u>Amount</u>
Disability Aware/ Ed	016-205-5089	\$22,500.00

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, that the Director and Clerk of the Board are hereby authorized to enter into and execute an extended Agreement with Ocean Partnership for Children, Inc. to provide Innovative Disability Services for the term of September 1, 2022 through December 31, 2022, contingent upon the availability of funds.**

**BE IT FURTHER RESOLVED, that the contract number CC2021-97 must be placed on all papers, documents, invoices and vouchers pertaining to this Agreement.**

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

**BE IT FURTHER RESOLVED, that 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 Commissioners.**

**BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be made available to Ocean Partnership for Children, Inc., Ocean County Department of Human Services, Ocean County Comptroller, and Ocean County Counsel.**

RESOLUTION

August 17, 2022

WHEREAS, on September 4, 2019, the Ocean County Board of Chosen Freeholders entered into a Competitive Contracting Agreement with GolfNow, LLC, for online tee time booking and integrated tee sheet servicing when and as directed by the Ocean County Department of Parks and Recreation as more specifically set forth in the original agreement; and

WHEREAS, the agreement was awarded for the term of two (2) years, commencing September 4, 2019 and ending September 3, 2021 with the County retaining the option to renew said agreement for three (3) optional one year periods; and

WHEREAS, the County now desires to utilize the option to extend the agreement for the 2<sup>nd</sup> optional one year period with said vendor, GolfNow, LLC, for the term of September 4, 2022 to September 3, 2023. The terms of the contract shall remain the same as the original awarded contract CC2019-120; and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS 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 enter into an extended agreement with GolfNow LLC, 7580 Golf Channel Dr. Orlando, FL. 32819-8947 for a term of one (1) year commencing September 3, 2022.
2. The contract number must be placed on all paper documents, pertaining to this agreement, being CC2019-120.
3. 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 Commissioners
4. Certified copies of this resolution shall be made available to Ocean County Comptroller, County Counsel, County Auditor, Director of Parks & Recreation, and GolfNow, LLC.

RESOLUTION  
August 17, 2022

**WHEREAS**, on July 6, 2022 the Ocean County Board of Commissioners approved the acquisition of Block 1215, Lots 20, 21, 22 & 23 in Berkeley Township under the Ocean County Natural Lands Trust Fund, by resolution #2022000934; and

**WHEREAS**, surveying services are required for the transfer of title of this property from the seller to the County of Ocean; and

**WHEREAS**, the Consultant Selection Review Committee recommended twenty eight (28) firms to be qualified to provide Professional Land Surveying Services for Various Projects in Ocean County, Where and As Directed by Various Departments of Ocean County; and

**WHEREAS**, twenty-eight (28) firms are qualified and eligible to perform Professional Land Surveying Services for Various Projects in Ocean County by resolution dated February 16, 2022 referred to as contract number QP2022-71; and

**WHEREAS**, the County of Ocean has requested three proposals from the list of eligible firms and the lowest qualified bidder is Owen, Little & Associates, Inc., Beachwood, New Jersey; and

**WHEREAS**, the bidder submitted a proposal for land surveying services in the lump sum fee of \$875.00; and

**WHEREAS**, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

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

1. Authorizing a purchase order in an amount not to exceed \$875.00 for surveying services to Owen, Little & Associates, Inc. from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor, County Counsel, County Natural Lands Trust Fund Advisory Committee and Owen, Little & Associates, Inc.

CONTRACT NO. MUST BE ON ALL  
PAPERS, DOCUMENTS, INVOICES, VOUCHERS  
NO. QP2022-71

RESOLUTION  
August 17, 2022

**WHEREAS**, on July 6, 2022 the Ocean County Board of Commissioners approved the acquisition of Block 1217, Lots 22, 23, 24, 25, 26, 27, 28, 29 & 30 in Berkeley Township under the Ocean County Natural Lands Trust Fund, by resolution #2022000933; and

**WHEREAS**, surveying services are required for the transfer of title of this property from the seller to the County of Ocean; and

**WHEREAS**, the Consultant Selection Review Committee recommended twenty-one (21) firms to be qualified to provide Professional Land Surveying Services for Various Projects in Ocean County, Where and As Directed by Various Departments of Ocean County; and

**WHEREAS**, twenty-eight (28) firms are qualified and eligible to perform Professional Land Surveying Services for Various Projects in Ocean County by resolution dated February 16, 2022 referred to as contract number QP2022-71; and

**WHEREAS**, the County of Ocean has requested three proposals from the list of eligible firms and the lowest qualified bidder is Owen, Little & Associates, Inc., Beachwood, New Jersey; and

**WHEREAS**, the bidder submitted a proposal for land surveying services in the lump sum fee of \$875.00; and

**WHEREAS**, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

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

1. Authorizing a purchase order in an amount not to exceed \$875.00 for surveying services to Owen, Little & Associates, Inc. from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor, County Counsel, County Natural Lands Trust Fund Advisory Committee and Owen, Little & Associates, Inc.

RESOLUTION  
August 17, 2022

**WHEREAS**, on July 6, 2022 the Ocean County Board of Commissioners approved the acquisition of Block 1215, Lots 20, 21, 22 & 23 in Berkeley Township under the Ocean County Natural Lands Trust Fund, by resolution #2022000934; and

**WHEREAS**, environmental consulting services are required to identify any potential or existing environmental contamination liabilities prior to the transfer of title from the seller to the County of Ocean; and

**WHEREAS**, the Consultant Selection Review Committee recommended sixteen (16) firms to be qualified to provide Environmental Consulting Services to be performed on an as needed basis, where and as directed by Ocean County; and

**WHEREAS**, sixteen (16) firms are qualified and eligible to provide Environmental Consulting Services by resolution dated August 3, 2022 referred to as contract number QP2022-111; and

**WHEREAS**, the County of Ocean has requested three proposals from the list of eligible firms and the lowest qualified bidder is T&M Associates, Middletown, New Jersey; and

**WHEREAS**, the bidder submitted a proposal for environmental services in the lump sum fee of \$2,000.00; and

**WHEREAS**, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

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

1. It authorizes the expenditure for environmental consulting services to T&M Associates in an amount not to exceed \$2,000.00 from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor, County Counsel, and T&M Associates.

RESOLUTION  
August 17, 2022

**WHEREAS**, on December 1, 2021 the Ocean County Board of Commissioners approved the acquisition of Block 27, Lot 26 in Plumsted under the Ocean County Natural Lands Trust Fund, by resolution #2021001670; and

**WHEREAS**, additional environmental consulting services are required to identify any potential or existing environmental contamination liabilities prior to the transfer of title from the seller to the County of Ocean; and

**WHEREAS**, the Consultant Selection Review Committee recommended sixteen (16) firms to be qualified to provide Environmental Consulting Services to be performed on an as needed basis, where and as directed by Ocean County; and

**WHEREAS**, sixteen (16) firms are qualified and eligible to provide Environmental Consulting Services by resolution August 3, 2022 referred to as contract number QP2022-111; and

**WHEREAS**, the County of Ocean has requested three proposals from the list of eligible firms and the lowest qualified bidder is T&M Associates, Middletown, New Jersey; and

**WHEREAS**, the bidder submitted a proposal for environmental services in the lump sum fee of \$7,400.00; and

**WHEREAS**, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

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

1. It authorizes the expenditure for environmental consulting services to T&M Associates in an amount not to exceed \$7,400.00 from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor, County Counsel, and T&M Associates.

RESOLUTION  
August 17, 2022

**WHEREAS**, on July 6, 2022 the Ocean County Board of Commissioners approved the acquisition of Block 1217, Lots 22, 23, 24, 25, 26, 27, 28, 29 & 30 in Berkeley Township under the Ocean County Natural Lands Trust Fund, by resolution #2022000933; and

**WHEREAS**, environmental consulting services are required to identify any potential or existing environmental contamination liabilities prior to the transfer of title from the seller to the County of Ocean; and

**WHEREAS**, the Consultant Selection Review Committee recommended sixteen (16) firms to be qualified to provide Environmental Consulting Services to be performed on an as needed basis, where and as directed by Ocean County; and

**WHEREAS**, sixteen (16) firms are qualified and eligible to provide Environmental Consulting Services by resolution dated August 3, 2022 referred to as contract number QP2022-111; and

**WHEREAS**, the County of Ocean has requested three proposals from the list of eligible firms and the lowest qualified bidder is T&M Associates, Middletown, New Jersey; and

**WHEREAS**, the bidder submitted a proposal for environmental services in the lump sum fee of \$2,000.00; and

**WHEREAS**, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

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

1. It authorizes the expenditure for environmental consulting services to T&M Associates in an amount not to exceed \$2,000.00 from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor, County Counsel, and T&M Associates.

RESOLUTION  
August 17, 2022

**WHEREAS**, on November 17, 2021 the Ocean County Board of Commissioners approved the acceptance of various donation parcels from the Township of Berkeley totaling 74 acres known as the Mill Creek Headwaters Project Area, by resolution #2021001610

**WHEREAS**, the County was authorized to pursue the acquisition of privately held parcels from willing sellers identified within the project area; and

**WHEREAS**, environmental consulting services are required to identify any potential or existing environmental contamination liabilities prior to the transfer of title from the seller to the County of Ocean; and

**WHEREAS**, the Consultant Selection Review Committee recommended sixteen (16) firms to be qualified to provide Environmental Consulting Services to be performed on an as needed basis, where and as directed by Ocean County; and

**WHEREAS**, sixteen (16) firms are qualified and eligible to provide Environmental Consulting Services by resolution dated August 3, 2022 referred to as contract number QP2022-111; and

**WHEREAS**, the County of Ocean has requested three proposals from the list of eligible firms and the lowest qualified bidder is T&M Associates, Middletown, New Jersey; and

**WHEREAS**, the bidder submitted a proposal for environmental services in the lump sum fee of \$4,000.00; and

**WHEREAS**, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

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

1. It authorizes the expenditure for environmental consulting services to T&M Associates in an amount not to exceed \$4,000.00 from the Ocean County Natural Lands Trust Fund, Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to the Ocean County Administrator, Planning Department, Finance Department, County Auditor, County Counsel, and T&M Associates.

## RESOLUTION

August 17, 2022

**WHEREAS**, on February 17, 2021 the Board of Commissioners approved Remington & Vernick Engineers to provide Engineering Design Services by resolution #2021000301 under contract number QP2020-110; and

**WHEREAS**, on April 21, 2021 the Board of Commissioners approved Remington & Vernick Engineers to provide additional Engineering & Design Services by Resolution #2021000604; and

**WHEREAS**, the County of Ocean has requested a change of scope to the project to include additional houses for bidding services; and

**WHEREAS**, Remington & Vernick Engineers submitted a proposal for these additional services in the lump sum fee of \$ 24,500.00; and

**WHEREAS**, this contract is awarded in compliance with the provisions of N.J.S.A 19:44A-20.4 et seq., the New Jersey "Pay-to-Play" Law.

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

1. It authorizes the expenditure for additional engineering design services to Remington & Vernick Engineers in an amount not to exceed \$24,500.00 from Account Number 225-155-0151.
2. Certified copies of this Resolution shall be made available to County Counsel, County Auditor, County Administrator, Planning Director, Finance Director, and Remington & Vernick Engineers.

**No Associated  
Documents**

**RESOLUTION**

**August 17, 2022**

**BE IT RESOLVED** by the **BOARD OF COMMISSIONERS** of the **COUNTY OF OCEAN, STATE OF NEW JERSEY** that **MITCH BERNSTEIN, Waretown** is hereby appointed to serve as a new member of the **OCEAN COUNTY TOURISM BUSINESS ADVISORY COUNCIL** for an initial term to expire September 30, 2024.

**BE IT FURTHER RESOLVED** that certified copies of this resolution shall be made available to the Ocean County Tourism Business Advisory Council and to the appointee.

## RESOLUTION

August 17, 2022

**WHEREAS**, there exists a need for the appointment of an Assistant County Medical Examiner; and

**WHEREAS**, N.J.S.A. 52:17B-84 provides for the appointment of Assistant County Medical Examiners; and

**WHEREAS**, Steven R. DelMaestro, M.D., possesses the requisite licenses, certifications and all qualifications necessary to serve as Assistant County Medical Examiner; and

**WHEREAS**, the Ocean County Board of Commissioners wishes to appoint Steven R. DelMaestro, M.D. as Assistant Ocean County Medical Examiner for a term of one (1) year, commencing August 1, 2022; and

**WHEREAS**, the funds are available for this purpose.

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

1. Steven R. DelMaestro, M.D. is hereby appointed as Assistant Ocean County Medical Examiner for a term of one (1) year commencing August 1, 2022, in accordance with the terms and conditions set forth in the Assistant Ocean County Medical Examiner Agreement attached hereto.
2. The Director and Clerk of the Board are hereby authorized and directed to enter into and execute said Agreement with Steven R. DelMaestro, M.D.
3. A certified copy of this Resolution, together with a copy of the Assistant Ocean County Medical Examiner Agreement executed by the parties, shall be placed on file in the office of the Clerk of the Board of Commissioners.
4. Certified copies of this Resolution shall be made available to County Counsel, County Comptroller, County Medical Examiner, County Department of Employee Relations, and Steven R. DelMaestro, M.D.

## **RESOLUTION**

**August 17, 2022**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY** that, pursuant to N.J.S.A. 11A:3-5(1), **DAVID L. FITZGERALD** is hereby reappointed to the position of **DIRECTOR OF TRANSPORTATION SERVICES** for a term of (3) three years commencing September 1, 2022, at his present salary.

**BE IT FURTHER RESOLVED** that the Director and the Clerk of the Board are hereby authorized and directed to execute an Employment Agreement with David L. Fitzgerald setting forth the terms and conditions of employment which will apply during this three (3) year period.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the Director of Employee Relations, County Comptroller, Ocean County Clerk and David L. Fitzgerald.

## **RESOLUTION**

**August 17, 2022**

**BE IT RESOLVED**, by the Board of Commissioners of the County of Ocean, State of New Jersey that, pursuant to N.J.S.A. 11A:3-5(1), Edward J. McBride, Jr. is hereby appointed to the position of Director of Consumer Affairs for a term of three (3) years, commencing September 1, 2022.

**BE IT FURTHER RESOLVED** that the Director and the Clerk of the Board are hereby authorized and directed to execute an Employment Agreement with Edward J. McBride, Jr. setting forth the terms and conditions of employment which will apply during this three (3) year period.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be made available to the Director of Employee Relations, County Comptroller, Ocean County Clerk and Edward J. McBride, Jr.

**No Associated  
Documents**

**No Associated  
Documents**