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OF CITY HALL**

**AGENDA
BUSINESS/COUNCIL MEETING
AUGUST 19, 2020**

**140 NORTH BROADWAY
SOUTH AMBOY, NJ 08879**

6:00 P.M.

1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT
2. OPENING PRAYER AND SALUTE TO THE FLAG
3. ROLL CALL: DATO____, McLAUGHLIN____, NOBLE _____, REILLY _____, GROSS_____
4. CERTIFICATION OF MEETING BY COUNCIL PRESIDENT

GRIEVANCE: PBA

DISCUSSION:

- 4 HOUR PARKING ON FIRST AND SECOND STREETS.
- PLANNING BOARD COUNCIL REPRESENTATIVE

DISCUSSION/RESOLUTIONS:

RESOLUTION #20-257 (carried from July 15th meeting)

AUTHORIZING AGREEMENT FOR SHARED SERVICES WITH WOODBRIDGE TOWNSHIP FOR ANIMAL CONTROL SERVICES

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-257 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION NO. 20-263

APPROVAL AND RELEASE OF MINUTES

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the June 17, 2020 Council Meeting.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-263 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION NO. 20-264
APPROVING PAYMENT OF BILLS

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated _____, 2020, as presented by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the bills list be appended to the official minutes.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-264 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION #20-265

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PURCHASE AND INSTALLATION OF PUBLIC LIGHTING IMPROVEMENTS IN VARIOUS LOCATIONS IN THE CITY OF SOUTH AMBOY FROM FSG NEW JERSEY THROUGH THE KEYSTONE PURCHASING NETWORK

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-265 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION #20-266

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PURCHASE AND INSTALLATION OF A VIDEO SURVEILLANCE SECURITY SYSTEM FOR VARIOUS LOCATIONS IN THE CITY OF SOUTH AMBOY UNDER THE PROVISIONS OF NASPO MASTER AGREEMENT #MA152 WITH VERIZON

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-266 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION #20-267

GOVERNORS COUNCIL ON ALCOHOLISM AND DRUG ABUSE FISCAL GRANT CYCLE JULY 2020-JUNE 2025

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-267 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION #20-268

RESOLUTION AWARDDING STATE CONTRACT #T3083 TO PURCHASE A LIVESCAN SYSTEM

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-268 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION #20-269

RESOLUTION AUTHORIZING THE PURCHASE OF AN EMERGENCY RESPONSE TRAILER AND BARRICADES

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-269 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION #20-270

RESOLUTION AWARDING CONTRACT FOR THE VARIOUS ROAD IMPROVEMENTS IN 2020 – PM CONSTRUCTION

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-270 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-271

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PURCHASE OF TWO E-ONE TYPHOON MODEL FS19JCO5 FIRE APPARATUS THROUGH THE HOUSTON GALVESTON AREA COUNCIL ("H-GAC") COOPERATIVE PURCHASING PROGRAM

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-271 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-272

RESOLUTION AUTHORIZING CANCELLATION OF REAL PROPERTY TAX BILL FOR BLOCK 74, LOT 24, HENRY ST.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-272 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-273

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENGAGE THE SERVICES OF ACCUSCAN TO DIGITIZE CERTAIN PUBLIC RECORDS FOR THE CITY OF SOUTH AMBOY

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-273 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-274

RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR 2017 PINE AVENUE PEDESTRIAN & ROAD IMPROVEMENTS

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-274 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-275

RESOLUTION APPROVING PLENARY RETAIL CONSUMPTION LICENSE 1220-33-032-002 RENEWEAL FOR 2019-2020 (B SYMPOSIUM)

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-275 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-276

RESOLUTION APPROVING TAX REFUND - ULLAH

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-276 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-277

RESOLUTION APPROVING TAX REFUND – RODRIGUEZ (ELEVATED TITLE LLC)

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-277 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-278

RESOLUTION AUTHORIZING A CONTRACT WITHOUT PUBLIC ADVERTISING DUE TO AN EMERGENCY SEWER MAIN REPAIR ON JOHN ST.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-278 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-279

RESOLUTION AUTHORIZING LIQUOR LICENSE RENEWALS FOR 2020-2021 TERM

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-279 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-280

RESOLUTION TAX REFUND - BOYCHUCK

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-280 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

ORDINANCES:

INTRODUCTION/FIRST READING:

ORDINANCE NO. 9-2020

AN ORDINANCE OF THE CITY OF SOUTH AMBOY AUTHORIZING THE GRANTING OF AN EASEMENT OVER A PORTION OF CITY PROPERTY LOCATED ON BLOCK 47, LOT 8.02, NEAR 141 NORTH BROADWAY, IN ORDER TO PERMIT THE CONSTRUCTION OF A HANDICAP ACCESS RAMP

MOVED by: _____, that Ordinance #9-2020 be introduced on first reading and advertised for second reading which is scheduled for the September 16, 2020 meeting.

SECONDED by: _____, **ROLL CALL VOTE**

ORDINANCE NO. 10-2020

AN ORDINANCE OF THE CITY OF SOUTH AMBOY LIMITING AND PROHIBITING THE SALE OF VAPING PRODUCTS AND E-CIGARETTES IN CERTAIN PLACES WITHIN THE B-1 GENERAL BUSINESS ZONE OF THE CITY

MOVED by: _____, that Ordinance #10-2020 be introduced on first reading and advertised for second reading which is scheduled for the September 16, 2020 meeting.

SECONDED by: _____, **ROLL CALL VOTE**

ORDINANCE NO. 11-2020

AN ORDINANCE OF THE CITY OF SOUTH AMBOY LIMITING AND PROHIBITING THE SALE OF VAPING PRODUCTS AND E-CIGARETTES IN CERTAIN PLACES WITHIN THE B-2 HIGHWAY COMMERCIAL ZONE OF THE CITY

MOVED by: _____, that Ordinance #11-2020 be introduced on first reading and advertised for second reading which is scheduled for the September 16, 2020 meeting.

SECONDED by: _____, **ROLL CALL VOTE**

ORDINANCE NO. 12-2020

LOAN ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LOAN AND SECURITY AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE UNDERTAKING OF VARIOUS 2020 CAPITAL IMPROVEMENTS AND THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF VARIOUS EQUIPMENT WITH AN ESTIMATED COST OF \$1,550,000, THE COST OF SUCH IMPROVEMENTS AND EQUIPMENT TO BE FINANCED THROUGH THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2020 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

MOVED by: _____, that Ordinance #12-2020 be introduced on first reading and advertised for second reading which is scheduled for the September 2, 2020 meeting.

SECONDED by: _____, **ROLL CALL VOTE**

COMMENTS:

PUBLIC COMMENTS:

ADJOURNMENT OF MEETING:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX:**

**RESOLUTION NO. 20-257
AUTHORIZING AGREEMENT FOR SHARED SERVICES WITH WOODBRIDGE
TOWNSHIP FOR ANIMAL CONTROL SERVICES**

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of South Amboy, Middlesex County, New Jersey, that the Mayor or his designee and the Municipal Clerk are hereby authorized to execute a Shared Services Agreement between the City of South Amboy and the Township of Woodbridge for Animal Control Services in the form substantially similar to that annexed hereto for the period retroactive to July 1, 2020 through June 30, 2021.

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF
WOODBIDGE AND THE CITY OF SOUTH AMBOY**

THIS AGREEMENT, made this _____ day of _____, 2020, between the **TOWNSHIP OF WOODBRIDGE**, a municipal corporation of the State of New Jersey located at 1 Main Street, Woodbridge, New Jersey 07095 (the “**TOWNSHIP**”) and the **CITY OF SOUTH AMBOY** located at _____, South Amboy, _____ (the “**CITY**”).

WHEREAS, the Township possesses licensed animal control staff and maintains the Woodbridge Township Animal Shelter (the “Shelter”) for the control of domestic animals and the housing and care of domesticated animals that are lost and abandoned; and

WHEREAS, the City is desirous of obtaining animal control services for the control, care, and housing of lost and abandoned domesticated animals found within their borders to comply with the laws of the State of New Jersey; and

WHEREAS, the Township and the City understand and agree that animal control services for domesticated animals found in South Amboy is of significant importance to the protection of the residents of South Amboy; and

WHEREAS, both the Township and the City are desirous of entering into an agreement under the parameters of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., in which animal control services for domestic animals found within the City of South Amboy will be provided by the Township;

NOW, THEREFORE, in consideration of the mutual and joint obligations set forth herein, the Township and the City do hereby agree as follows:

1. The Township, through the Woodbridge Department of Health and Human Services, hereby agrees to provide animal control services for domestic animals found within the City for a period of one year commencing July 1, 2020 and ending June 30, 2021, subject to the conditions of this agreement.
2. The City shall pay the Township the yearly sum of \$12,725 commencing July 1, 2020, in quarterly payments of equal amount.
3. The Township shall respond to animal control related calls for service in the City during the normal daytime working hours. Daytime shall mean between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except for recognized holidays.
4. The Township shall respond to emergency calls for animal control related services in the City outside normal working hours as defined in paragraph 3. Emergency calls shall be defined and determined by the Woodbridge Department of Health and Human Services and the animal control staff.

5. The Township shall, as part of the animal control related service, remove stray and lost domestic animals from the public areas of the City, respond to animal bite reports, respond to running at large reports, remove trapped animals, remove dead domesticated animals from the public areas and related activities in the City.

6. The Township shall shelter, feed, provide veterinary care as required and otherwise provide care for the animals brought or surrendered to the Shelter under this agreement. The Township shall shelter, handle and dispose of all animals according to N.J.S.A. 4:19-15.16. The Township shall, as part of the animal control related service, allow City residents to surrender animals to the Shelter according to existing Shelter rules and fees.

7. The Township shall maintain accurate records of each animal impounded and the disposition of animals as well as the yearly state report of animal related activities within the City.

8. The Township shall be entitled to redeem or present for adoption any animal acquired under this Agreement and shall retain all fees collected by the Township from City residents from redemptions, adoptions, or related activities, as detailed in the existing Township Animal Control Ordinances, resulting from animal control service to the residents of the City or the kenneling of any and all animals domesticated or otherwise received from the City under this Agreement.

9. Each Party shall at all times hereafter indemnify and hold the other harmless from and against any and all losses, claims, damages, suits for damage for property and injury to and/or death to persons caused or resulting from the actions or inactions of the said Party in regard to any of its respective obligations agreed to herein.

10. As provided for in N.J.S.A. 40:8A-4, this Agreement shall take effect upon the adoption of an approving resolution by the Township and an approving resolution by the City. Upon proper execution and attestation of this agreement, the proper officials of each of the parties are hereby authorized and directed to make and perform any and all acts necessary to carry out the purposes of this agreement.

11. The Township reserves the right to enter into agreements similar in form to this instrument with any other municipality.

12. This Agreement is the entire agreement between the parties, and no alterations, changes or additions hereto shall be made except in writing and approved by both parties. The Township or the City can cancel this agreement for any reason upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the Township and the City shall cause this Agreement to be executed by their proper corporate officials and their proper corporate seals affixed this day and year above written.

ATTEST:

TOWNSHIP OF WOODBRIDGE



JOHN M. MITCH
MUNICIPAL CLERK

By: 

JOHN E. McCORMAC, MAYOR

ATTEST:

CITY OF SOUTH AMBOY

MUNICIPAL CLERK

By: _____
, MAYOR

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION #20-263
APPROVAL AND RELEASE OF MINUTES**

BE IT RESOLVED that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the July 15th, 2020 Council Meeting.

MINUTES FOR SPECIAL COUNCIL MEETING JULY 15, 2020

The Meeting held electronically at South Amboy City Hall, 140 North Broadway, South Amboy, New Jersey, was called to order by Council President Gross at 6:00 P.M. The City Clerk read the Opening Prayer and all recited the Pledge of Allegiance.

PRESENT: Councilwoman Dato, Councilman McLaughlin, Councilwoman Noble, Councilman Reilly, and Council President Gross.

ALSO PRESENT: Fred A. Henry, Mayor, Glenn Skarzynski, Business Administrator, Deborah Brooks, City Clerk, Francis Womack, Director of Law, City Engineer Mark Rasimowicz and Dan Balka, CFO.

Council President read the Notice of Publication Certification and noted this meeting was being held electronically because of the current Covid19 Virus Pandemic. The public has been notified of the telephone number to call to access the teleconferenced meeting.

GRIEVANCE: PBA

Mr. Michael Bukosky, PBA Attorney, reviewed the complaint filed by the PBA noting that this issue had arisen in many of the towns he represented and all but South Amboy had come to an agreement on how to handle compensation due to the change in scheduling because of the COVID situation. He cited the current contract which states that any hours over the 40 hour week will be paid overtime and this would include the overtime hours that are occurring due to the COVID scheduling.

Mr. Skarzynski stated that he could not find language in the contract that stated that and was relying on language in Article 10, Section II which he read as the City is obligated to pay if the aggregate of 40 hours per week was exceeded. This was not the case in the COVID scheduling of the officers.

Both Mr. Bukosky and Mr. Skarzynski agreed to meet and see if they could come to some agreement and the grievance will be carried to the next meeting.

RESOLUTION NO. 20-250

APPROVAL AND RELEASE OF MINUTES

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the June 17, 2020 Council Meeting.

MOVED by: Ms. Dato of the Council of the City of South Amboy, that Resolution No. 20-250 is hereby approved as amended. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

RESOLUTION NO. 20-251

APPROVING PAYMENT OF BILLS

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated July 9, 2020, as presented by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the bills list be appended to the official minutes.

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-251 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

DISCUSSION:

- **Vaping Ordinance -Mr. Womack -** Mr. Womack reviewed the proposed Ordinance and received direction to prepare the Ordinance for introduction at the next meeting.
- **Permit Parking for residents – Mr. Womack –** Reported that he had researched the ability to start a resident permit parking in the Fisherman’s lot and had determined that as the City Code stands, it is not allowable.

DISCUSSION/RESOLUTIONS:

RESOLUTION #20-252

RESOLUTION PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET PURSUANT TO N.J.S.A. 40A:4-87 (CH. 159, P.L. 148) – PUBLIC AND PRIVATE REVENUES OFFSET BY APPROPRIATIONS

MOVED by: Mr. McLaughlin of the Council of the City of South Amboy, that Resolution No. 20-252 is hereby approved. **SECONDED by:** Mr. Reilly. **ROLL CALL VOTE:** Ayes: Dato, McLaughlin, Noble, Reilly; Abstain Gross.

RESOLUTION #20-253

RESOLUTION FOR APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE FOURTH STREET, POTTER STREET AND THOMPSON STREET ROADWAY AND PEDESTRIAN IMPROVEMENTS PROJECT

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-253 is hereby approved. **SECONDED by:** Ms. Dato. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-254

RESOLUTION CERTIFYING ACTIVE MEMBERSHIP IN SOUTH AMBOY FIRE DEPARTMENT - SCHEETZ

MOVED by: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-254 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-255

RESOLUTION AUTHORIZING THE TAX COLLECTOR TO EXTEND THE THIRD QUARTER 2020 DUE DATE

MOVED by: Ms. Dato of the Council of the City of South Amboy, that Resolution No. 20-255 is hereby approved. **SECONDED by:** Mr. Reilly. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-256

RESOLUTION AUTHORIZING TAX REFUND - MOGLIA

MOVED by: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-256 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-257 – Tabled until the August meeting. Council requested clarification on off hour animal service charges

AUTHORIZING AGREEMENT FOR SHARED SERVICES WITH WOODBRIDGE TOWNSHIP FOR ANIMAL CONTROL SERVICES

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-257 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE**

RESOLUTION #20-258

RESOLUTION APPROVING SUBMISSION OF A GRANT APPLICATION TO THE NJ DEPARTMENT OF TRANSPORTATION UNDER THE NJDOT TRANSIT VILLAGE GRANT PROGRAM TO PROVIDE SAFETY ENHANCEMENTS IN THE CITY OF SOUTH AMBOY

MOVED by: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-258 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE** All in favor.

RESOLUTION #20-259

RESOLUTION AWARDING A CONTRACT FOR THE MONITORING OF SANITARY SEWER FLOW-CSL SERVICES, INC.

MOVED by: Ms. Dato of the Council of the City of South Amboy, that Resolution No. 20-259 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-260

RESOLUTION TO AUTHORIZE CLEAN UP ON THE PROPERTY DESIGNATED AS BLOCK 38, LOT 6.02 ON THE CITY TAX MAP (110 HENRY STREET) TO ABATE PROPERTY MAINTENANCE VIOLATIONS AFTER NOTICE TO THE OWNER.

MOVED by: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-260 is hereby approved. **SECONDED by:** Ms. Noble. **ROLL CALL VOTE:** All in favor.

AUDIT CERTIFICATION/CORRECTIVE ACTION PLAN:

RESOLUTION #20-261

GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-261 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-262

RESOLUTION APPROVING THE 2019 ANNUAL AUDIT CORRECTIVE ACTION PLAN AND AUTHORIZING THE FILING OF SAID PLAN WITH THE DIVISION OF LOCAL GOVERNMENT SERVICES

MOVED by: Ms. Dato of the Council of the City of South Amboy, that Resolution No. 20-262 is hereby approved. **SECONDED by:** Ms. Noble. **ROLL CALL VOTE:** All in favor.

ORDINANCES:

ADOPTION/SECOND READING:

ORDINANCE NO. 06-2020

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS FOR THE CITY OF SOUTH AMBOY" IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY – 350 MAIN ST. - SMITH

OPEN PUBLIC
CLOSE PUBLIC

MOVED by: Mr. Reilly, of the Council of the City of South Amboy, that Ordinance No. 06-2020 is hereby adopted.
SECONDED by: Ms. Noble, **ROLL CALL VOTE:** All in favor.

ORDINANCE NO. 07-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH AMBOY ESTABLISHING STANDARDS FOR ELECTRONIC MEETINGS IN THE CITY OF SOUTH AMBOY

OPEN PUBLIC: Bill Demasi, 146 John St., requested that the meeting link be put in the calendar notice with the agenda. Council directed the Clerk to comply with the request and requested the clerk add her email and drop box information for the public if they want to make comments.
CLOSE PUBLIC

MOVED by: Ms. Noble, of the Council of the City of South Amboy, that Ordinance No. 07-2020 is hereby adopted.
SECONDED by: Ms. Dato, **ROLL CALL VOTE:** All in favor.

ORDINANCE NO. 08-2020

AN ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY AMENDING THE BROADWAY/MAIN STREET REDEVELOPMENT PLAN

OPEN PUBLIC
CLOSE PUBLIC

MOVED by: Ms. Dato, of the Council of the City of South Amboy, that Ordinance No. 08-2020 is hereby adopted.
SECONDED by: Ms. Noble, **ROLL CALL VOTE:** All in favor.

COMMENTS:

- Mr. Reilly:
- Thanked First Presbyterian Church and St. Mary’s Church food pantries for their continued good work.
 - Noted that the First St. garage was still in a deplorable condition and was a health hazard.
 - Noted that the illegal pallet business was still running and it is a fire hazard and needs to be addressed immediately.

- Requested the Clerk redact the social security number on the fireman application sent to the Council members.
- Requested status of installing the senior parking spot behind City Hall. BA Skarzynski noted it is in the queue.
- Received confirmation that the process for the City taking over the inspections of the boarding house was still in progress.
- Received confirmation from BA Skarzynski that the process of Progressive and Enterprise Fire Companies sharing locations is still moving forward.
- Requested status of the Acelero tax liability question and was informed by BA Skarzynski that the City's tax attorney is working on it.
- Reported one of his ward residents had complained of bamboo from his neighbor's property creeping onto his property. BA Skarzynski confirmed that a notice of violation will be sent by the code official and if not remedied a summons will be issued.
- Requested an update of removing the 4hr parking signs on First and Second Streets. The Council directed this be put on as a discussion item on the next agenda.
- Announced a fundraiser for Michael Coman, life long fireman and active in the community, who is battling an illness. The fundraiser will be a cornhole tournament on Sunday, August 23rd. Contact Michael Toth for information. \$100 per pair of tickets.
- Reminded people that when Governor Murphy raises taxes, PILOT programs are not affected. Please keep this mind as the potential for upcoming PILOTS are put in front of the Council.

Ms. Dato:

- Reminded everyone to support the local businesses.
- Reminded everyone to fill out the 2020 Census – it is critical to the City receiving a fair proportion of funds for various programs.

Ms. Noble:

- Commended DPW for their continued good work, especially regarding bulk pickups.
- Noted it is the time of year when kids are playing on the streets – let's all be careful!

Mr. McLaughlin:

- Thanked the First Aid, Fire and Police departments for their continued good work.
- Wondered why no Council members had been invited to the presentation of the new Chrome Books purchased for the schools. BA Skarzynski noted that had been a Redevelopment Committee event and not set up by the City.
- Sent well wishes to the Coman family and encouraged people to participate in the upcoming fundraiser.
- Was happy to see that violations have been issued to some of the properties that are in poor shape.
- Received an update on the situation on lower Raritan Street. Code officials continue working the issues. BA Skarzynski will follow up regarding the illegally parked trucks.

Mark Rasimowicz:

- Updated the Council on the status of various road projects

Mr. Gross:

- Thanked the Clerk and Business Administrator for their work in putting together the agenda for this meeting.
- Reminded everyone to keep up good practices for COVID safety.
- Thanked the First Aid, Fire and Police departments for their continued good work.

Mayor Henry:

- Thanked Mr. Rasimowicz on the great job on the various road projects that he has been working on such as Stevens Ave. and John T. O'Leary Blvd.

PUBLIC COMMENTS:

- 1) William Demasi received confirmation that code enforcement will address the bamboo from his neighbors house that has encroached into his property on John St.
- 2) Katherine Maspen (sp) requested the GoTo meeting link be put in the calendar.

ADJOURNMENT OF MEETING:

On motion by Mr. McLaughlin, seconded by Ms. Noble and passed unanimously, the meeting was adjourned at 7:26 pm.

Respectfully submitted,

Deborah Brooks
Municipal Clerk

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION #20-264
APPROVAL OF BILLS**

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated August 13, 2020, as presented by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the bills list be appended to the official minutes.

August 13, 2020
09:48 AM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 1

P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N
 Range: First to Last Rcvd: Y Held: Y Aprv: N
 Format: Detail without Line Item Notes Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
A0000002 AJV Engineering, Inc.													
	20-01394	07/06/20	June'20 Planning Board Planner		20-00011 C								
	1	June'20	Planning Board Planner	1,500.00	0-01-21-180-195		B Planning Board: Prof Consultant & Spec	R	07/06/20	07/22/20		6/2020	N
	20-01604	08/05/20	July'20 Planning Board Planner		20-00011 C								
	1	July'20	Planning Board Planner	1,500.00	0-01-21-180-195		B Planning Board: Prof Consultant & Spec	R	08/05/20	08/06/20			N
	Vendor Total:			3,000.00									
A0000009 Al's Auto Body													
	20-01303	06/29/20	Jet Vac Truck - towed										
	1		Jet Vac Truck - towed	175.00	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	06/29/20	07/22/20		46722	N
	Vendor Total:			175.00									
A0000011 Griffith-Allied Trucking, LLC													
	20-01407	07/07/20	Diesel Fuel- 15002128		20-00005 C								
	1		Diesel Fuel- 15002128	370.52	0-01-31-430-250		B Utilities - Gasoline	R	01/28/20	07/22/20		15002128	N
	20-01468	07/15/20	Diesel Fuel - 15014810		20-00005 C								
	1		Diesel Fuel - 15014810	369.67	0-01-31-430-250		B Utilities - Gasoline	R	01/28/20	07/22/20		15014810	N
	20-01512	07/24/20	Diesel Fuel		20-00005 C								
	1		Diesel Fuel	602.10	0-01-31-430-250		B Utilities - Gasoline	R	01/28/20	08/04/20		150361100	N
	20-01536	07/27/20	Diesel Fuel - 15051775		20-00005 C								
	1		Diesel Fuel - 15051775	371.26	0-01-31-430-250		B Utilities - Gasoline	R	01/28/20	08/04/20		15051775	N
	20-01580	08/03/20	DIESEL FUEL - 15068043		20-00005 C								
	1		DIESEL FUEL - 15068043	377.86	0-01-31-430-250		B Utilities - Gasoline	R	01/28/20	08/06/20		15068043	N
	Vendor Total:			2,091.41									

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A0000034 Accurate Concrete Inc.													
	20-01298	06/29/20	Vets Field Fence										
			1 Vets Field Fence	210.00	0-01-26-310-115		B B&G: Material & Supplies	R	06/29/20	07/22/20		1115	N
			Vendor Total:	210.00									
A0000074 All Digital Imaging, LLC													
	20-01410	07/08/20	1-TONER TK-3162										
			1 1-TONER TK-3162	16.24	0-01-20-145-145		B Revenue: Office Supplies	R	07/08/20	07/22/20		7492	N
				16.24	0-01-20-150-145		B Assessor: Office Supplies						
				16.24	0-01-26-307-145		B Sewer: Office Supplies						
				16.23	0-01-27-331-145		B Vital: Office Supplies						
				64.95									
			Vendor Total:	64.95									
A0000080 Allied 100, LLC													
	20-01362	07/02/20	ELECTRODE PADS										
			1 ELECTRODE PADS	540.00	0-01-25-240-065		B Police: Food and First Aid Supplies	R	07/02/20	07/22/20		1618842	N
			Vendor Total:	540.00									
ALPHA010 AlphaDog, Inc.													
	20-01455	07/14/20	July'20 Website Maintenance		20-00002	C							
			1 July'20 Website Maintenance	720.00	0-01-20-100-195		B Admin: Professional Consultant & Spec	R	07/14/20	07/22/20		24605	N
			2 Municipal Website Hosting Serv	75.00	0-01-20-100-195		B Admin: Professional Consultant & Spec	R	07/14/20	07/22/20		24605	N
			3 Post to Facebook and Twitter	125.00	0-01-20-100-195		B Admin: Professional Consultant & Spec	R	07/14/20	07/22/20		24605	N
			4 Social Media Archiving	50.00	0-01-20-100-195		B Admin: Professional Consultant & Spec	R	07/14/20	07/22/20		24605	N
				970.00									
			Vendor Total:	970.00									
AMAZO005 Amazon Business Account													
	20-01122	05/28/20	City Hall COVID-19 supplies										
			2 City Hall COVID-19 supplies	29.71	0-01-20-100-299		B Admin: Miscellaneous Other Expenses	R	05/28/20	07/22/20		14RT-F3TQ-CWGH	N
				14.99	0-01-20-120-299		B Clerk: Miscellaneous Other Expenses						

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C0000002 Cablevision of Raritan Valley													
	20-01482	07/20/20	7/8/20-8/7/20-DPW										
	1	7/8/20-8/7/20-DPW		179.37	0-01-31-430-245		B Utilities - Internet	R	07/20/20	07/22/20			N
	20-01530	07/27/20	7/22/20-8/21/20 102 N Feltus										
	1	7/22/20-8/21/20	102 N Feltus	115.39	0-01-31-430-245		B Utilities - Internet	R	07/27/20	08/04/20			N
	20-01592	08/04/20	8/1/20-8/31/20-400 Raritan St										
	1	8/1/20-8/31/20-400	Raritan St	95.39	0-01-31-430-245		B Utilities - Internet	R	08/04/20	08/04/20			N
	20-01593	08/04/20	8/1/20-8/31/20-129 N Broadway										
	1	7/1/20-7/31/20-129	N Broadway	95.39	0-01-31-430-245		B Utilities - Internet	R	08/04/20	08/04/20			N
	20-01594	08/04/20	8/1/20-8/31/20-109 George St										
	1	8/1/20-8/31/20-109	George St	115.39	0-01-31-430-245		B Utilities - Internet	R	08/04/20	08/04/20			N
	20-01595	08/04/20	8/1/20-8/31/20-427 Bordentown										
	1	8/1/20-8/31/20-427	Bordentown	95.39	0-01-31-430-245		B Utilities - Internet	R	08/04/20	08/04/20			N
	20-01596	08/04/20	8/1/20-8/31/20-401 Main St										
	1	8/1/20-8/31/20-401	Main St	67.96	0-01-31-430-245		B Utilities - Internet	R	08/04/20	08/04/20			N
	20-01597	08/04/20	8/1/20-8/31/20-141 N Broadway										
	1	8/1/20-8/31/20-141	N Broadway	49.34	0-01-90-100-022		B Due from SARA	R	08/04/20	08/04/20			N
	20-01633	08/10/20	7/8/20-9/7/20-108 S. Stevens										
	1	7/8/20-9/7/20-108	S. Stevens	327.80	0-01-31-430-245		B Utilities - Internet	R	08/10/20	08/10/20			N
	20-01634	08/10/20	8/8/20-9/7/20-City Hall										
	1	8/8/20-9/7/20-City	Hall	205.79	0-01-31-430-245		B Utilities - Internet	R	08/10/20	08/10/20			N
	Vendor Total:			1,347.21									
C0000018 Custom Bandag, Inc.													
	20-01335	07/01/20	Police Tires-Stock-mechanics		20-00017	C							
	1		Police Tires-Stock-mechanics	792.00	0-01-26-315-235		B Vehicle Maint: Tires & Tubes	R	05/19/20	07/22/20		40206557	N

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C0000018 Custom Bandag, Inc. Continued													
	20-01446	07/13/20	STOCK-MECHANICS		20-00017 C								
	1		STOCK-MECHANICS	2,307.10	0-01-26-315-235		B Vehicle Maint: Tires & Tubes	R	05/19/20	08/04/20		40207025	N
	20-01447	07/13/20	STOCK-MECHANICS-TIRES		20-00017 C								
	1		STOCK-MECHANICS-TIRES	87.75	0-01-26-315-235		B Vehicle Maint: Tires & Tubes	R	05/19/20	08/04/20		40207020	N
	20-01525	07/27/20	TIRES FOR TRUCK#22		20-00017 C								
	1		TIRES FOR TRUCK#22	519.08	0-01-26-315-235		B Vehicle Maint: Tires & Tubes	R	05/19/20	08/04/20		40207628	N
	Vendor Total:			3,705.93									
C0000104 Mike Coman													
	20-01442	07/13/20	2019 Instructor-Fire Training										
	1		2019 Instructor-Fire Training	650.00	0-01-25-265-215		B Fire Dept: School Training Prog	R	07/13/20	07/22/20			N
	Vendor Total:			650.00									
C0000108 Center State Engineering													
	20-01508	07/24/20	June'20 General Engineering		20-00012 C								
	1		June'20 General Engineering	3,000.00	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	07/24/20	08/04/20		10103	N
	2		June'20 General Engineering	4,011.50	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	01/27/20	08/04/20		10174	N
	3		Bldg Demo-John & Broadway	176.00	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	01/27/20	08/04/20		10096	N
	4		Radford Ferry Project Mgmt.	471.00	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	01/27/20	08/04/20		10098	N
	5		Grant Applications	2,255.00	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	01/27/20	08/04/20		10102	N
	6		Feltus & 6th Road Improv.	8,474.50	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	01/27/20	08/04/20		10094	N
	7		Lower Main St Force Main	1,973.50	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	07/24/20	08/04/20		10090	N
	8		YMCA Improvements	863.50	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	01/27/20	08/04/20		10087	N
	9		Waterfront Walkway Lighting	930.00	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	07/24/20	08/04/20		10088	N
	10		2020 Road Improvements	6,340.00	0-01-20-165-195		B Engineer: Professional Consultant & Spec	R	01/27/20	08/04/20		10091	N
				28,495.00									
	20-01509	07/24/20	June'20 Special Services										
	1		June'20 Special Services	7,192.13	C-04-18-001-003		B Imp to Streets, Roads, Curbs, Sewers,etc	R	07/24/20	08/04/20		10086	N
	4		Remediation-Radford Ferry Road	782.50	C-04-17-003-004		B Ferry Terminal designs and permits etc.	R	07/24/20	08/04/20		10097	N
	5		S.Broadway - 2019 NJDOT	192.50	C-04-20-001-003		B South Broadway Rdwy & Pedestrian Imp	R	07/24/20	08/04/20		10099	N
	6		O'Leary Blvd - 2018 NJDOT	6,346.00	C-04-19-001-004		B O'Leary Blvd Improvements	R	07/24/20	08/04/20		10093	N

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C0000108 Center State Engineering Continued													
	20-01509	07/24/20	June'20 Special Services		Continued								
			8 Stevens Ave - 2016 NJDOT	7,547.02	C-04-18-001-003		B Imp to Streets, Roads, Curbs, Sewers,etc R		07/24/20	08/04/20		10101	N
				22,060.15									
			Vendor Total:	50,555.15									
CHRIS010 Christopher G. Mazauskas													
	20-01558	08/03/20	July'20 Prof Serv-Grant Writer		20-00018 C								
			1 July'20 Prof Serv-Grant Writer	2,850.00	0-01-20-100-195		B Admin: Professional Consultant & Spec R		02/05/20	08/06/20		7/2020	N
			Vendor Total:	2,850.00									
CUST0005 Custom Care Services, Inc.													
	20-01302	06/29/20	YMCA- landscape-cut and trim										
			1 YMCA- landscape-cut and trim	750.00	0-01-26-310-080		B B&G: Horticultural Service R		06/29/20	07/22/20		8420	N
	20-01474	07/20/20	YMCA- landscape-cut and trim										
			1 YMCA- landscape-cut and trim	275.00	0-01-26-310-080		B B&G: Horticultural Service R		07/20/20	08/04/20		8420	N
	20-01510	07/24/20	Lawn Contact - June 2020		20-00021 C								
			1 Lawn Contact - June 2020	6,025.00	0-01-26-310-080		B B&G: Horticultural Service R		03/27/20	08/10/20		8424	N
			Vendor Total:	7,050.00									
D0000009 Dekoff's PA Lock Company													
	20-01579	08/03/20	senior center keys										
			1 senior center keys	9.50	0-01-26-310-299		B B&G: Miscellaneous Other Expenses R		08/03/20	08/06/20		M 30614	N
			Vendor Total:	9.50									
D0000045 Direct Energy Marketing, Inc.													
	20-01639	08/11/20	July'20 Billing										
			1 July'20 Billing	21.39	0-01-31-430-230		B Utilities - Natural Gas R		08/11/20	08/12/20		HS01988678	N
			2 S Broadway	2.25	0-01-31-430-230		B Utilities - Natural Gas R		08/11/20	08/12/20		HS01988679	N
			3 427 Bordentown Ave	0.55	0-01-31-430-230		B Utilities - Natural Gas R		08/11/20	08/12/20		HS01988680	N
			4 400 Raritan St	1.60	0-01-31-430-230		B Utilities - Natural Gas R		08/11/20	08/12/20		HS01988681	N
			5 101 George St	15.48	0-01-31-430-230		B Utilities - Natural Gas R		08/11/20	08/12/20		HS01988682	N

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D0000045 Direct Energy Marketing, Inc. Continued														
	20-01639	08/11/20	July'20 Billing				Continued							
			6 108 S Stevens Ave	25.65	0-01-31-430-230			B Utilities - Natural Gas	R	08/11/20	08/12/20		HS01988683	N
			7 127 N Broadway	8.01	0-01-31-430-230			B Utilities - Natural Gas	R	08/11/20	08/12/20		HS01988684	N
			8 140 N Broadway	0.55	0-01-31-430-230			B Utilities - Natural Gas	R	08/11/20	08/12/20		HS01988685	N
				75.48										
			Vendor Total:	75.48										
D0000058 Dynamic Testing Service														
	20-01516	07/24/20	Breath Alcohol/Urine Screen											
			1 Breath Alcohol w/ Confirmation	35.00	0-01-26-310-299			B B&G: Miscellaneous Other Expenses	R	07/24/20	08/04/20		12494	N
			2 5 Panel Urine Screen	200.00	0-01-26-310-299			B B&G: Miscellaneous Other Expenses	R	07/24/20	08/04/20		12494	N
				235.00										
			Vendor Total:	235.00										
EZAUT005 EZ Auto Glass Installers Inc														
	20-00845	04/09/20	windshield - shop bronco											
			1 windshield - shop bronco	218.15	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh	R	04/09/20	08/04/20		1498108	N
			Vendor Total:	218.15										
F0000002 Federal Express														
	20-01543	07/30/20	Inv.7-070-33647 7/20/20											
			1 Inv.7-070-33647 7/20/20	82.30	0-01-20-110-299			B Mayor/Council: Misc Other Expenses	R	07/30/20	08/04/20		7-070-33647	N
	20-01544	07/30/20	Inv.7-076-80466 7/27/20											
			1 Inv.7-076-80466 7/27/20	25.78	0-01-20-110-299			B Mayor/Council: Misc Other Expenses	R	07/30/20	08/04/20		7-076-80466	N
			Vendor Total:	108.08										
F0000023 French & Parrello Associates														
	19-00282	02/07/19	Reso164-2018 - Ferry Facility											
			12 RESO164-2018 - Ferry Design	11,527.79	C-04-18-001-007			B Ferry Terminal, Designs & Permits	R	02/08/19	07/22/20		9-121535	N

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Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
J0000004 Jersey Central Power & Light Co													
	20-01612	08/06/20	July'20 Billing										
	1	July '20	Billing	234.59	0-01-31-430-200		B Utilities - Electric	R	08/06/20	08/10/20		95008700895	N
	3	200 001 069 026		4,129.42	0-01-31-430-200		B Utilities - Electric	R	08/06/20	08/10/20		95008701074	N
	5	200 000 010 930		464.99	0-01-31-430-200		B Utilities - Electric	R	08/06/20	08/10/20		95008700894	N
	6	200 000 010 922		366.14	0-01-31-430-200		B Utilities - Electric	R	08/06/20	08/10/20		95008700893	N
	8	200 001 069 034		9,344.05	0-01-31-430-200		B Utilities - Electric	R	08/10/20	08/10/20		95008701075	N
	9	200 001 069 018		550.25	0-01-31-430-200		B Utilities - Electric	R	08/10/20	08/10/20		95008701073	N
	10	200 001 069 000		1,005.06	0-01-31-430-200		B Utilities - Electric	R	08/10/20	08/10/20		95008701072	N
				16,094.50									
			Vendor Total:	16,094.50									
J0000010 Johnny on the Spot, LLC													
	20-01450	07/13/20	Site 14142500007										
	1	Site 14142500007		111.95	0-01-28-370-095		B Recreation: Maintenance Agreement	R	07/13/20	07/22/20		0005946327	N
	20-01599	08/05/20	Site 1414250001 - Vets Field										
	1	Site 1414250001 - Vets Field		257.43	0-01-28-370-095		B Recreation: Maintenance Agreement	R	08/05/20	08/06/20		0005968249	N
	20-01600	08/05/20	Site 1414250007 - Fishermans L										
	1	Site 1414250007 - Fishermans L		111.95	0-01-28-370-095		B Recreation: Maintenance Agreement	R	08/05/20	08/06/20		0005968250	N
			Vendor Total:	481.33									
K0000032 Kiradhar, Inc.													
	20-01529	07/27/20	June'20 Gas Invoice		20-00019 C								
	1	June'20	Gas Invoice	5,933.50	0-01-31-430-250		B Utilities - Gasoline	R	02/10/20	08/04/20		6/2020	N
	20-01602	08/05/20	July'20 Gas Invoice		20-00019 C								
	1	July'20	Gas Invoice	6,343.99	0-01-31-430-250		B Utilities - Gasoline	R	02/10/20	08/06/20		7/2020	N
			Vendor Total:	12,277.49									
L0000005 Lanza & Lanza, LLP													
	20-01603	08/05/20	July'20 Legal Services										
	1	July'20	Legal Services	97.50	0-01-20-155-195		B Legal: Professional Consultant & Spec	R	08/05/20	08/06/20		4401	N

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L0000005 Lanza & Lanza, LLP													
	20-01603	08/05/20	July'20 Legal Services		Continued								
	2	71.93	Tax Sale Cert.Foreclosure	40.00	0-01-20-155-195		B Legal: Professional Consultant & Spec	R	08/05/20	08/06/20		4402	N
				137.50									
			Vendor Total:	137.50									
L0000010 Lerch, Vinci & Higgins, LLP													
	20-01444	07/13/20	Professional Service-'19 Audit		19-00011 C								
	1		Professional Service-'19 Audit	436.25	9-01-20-135-299		B Audit: Miscellaneous Other Expenses	R	01/01/20	07/22/20		35121	N
	2			1,263.75	0-01-20-135-299		B Audit: Miscellaneous Other Expenses	R	01/01/20	07/22/20		35121	N
				1,700.00									
	20-01452	07/14/20	2019 Length of Service LOSAP										
	1		2019 Length of Service LOSAP	1,200.00	0-01-20-135-299		B Audit: Miscellaneous Other Expenses	R	07/14/20	07/22/20		35122	N
			Vendor Total:	2,900.00									
LEXIS005 LexisNexis, a division of RELX													
	20-01565	08/03/20	LexisNexis Subscription'20-'21										
	1		LexisNexis Subscription'20-'21	305.91	0-01-20-145-150		B Revenue: Other Contractual Services	R	08/03/20	08/06/20		3092795302	N
				305.91	0-01-22-195-299		B Code: Miscellaneous Other Expenses						
				305.91	0-01-26-307-150		B Sewer: Other Contractual Services						
				305.91	0-01-20-100-299		B Admin: Miscellaneous Other Expenses						
				1,223.64									
			Vendor Total:	1,223.64									
M0000004 Malouf Ford, Inc.													
	20-00610	03/10/20	credit		20-00009 C								
	1		credit	96.65	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/15/20	08/10/20		CM590109	N
	20-00611	03/10/20	trans cooler tubes-truck#18		20-00009 C								
	1		trans cooler tubes-truck#18	47.79	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/15/20	08/10/20		Q391243	N
	20-01569	08/03/20	front suspension Police #402		20-00009 C								
	1		hub assy	197.50	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/15/20	08/06/20		597703	N

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M0000004 Malouf Ford, Inc. Continued													
	20-01569	08/03/20	front suspension Police #402		Continued								
			2 knuckle	135.12	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/06/20		597703	N
				332.62									
20-01570 08/03/20 Front Suspension police#402 20-00009 C													
			1 bolts	16.48	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/15/20	08/06/20		597685	N
			2 nuts	10.48	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/06/20		597685	N
			3 end - s	77.52	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/06/20		597685	N
				104.48									
20-01571 08/03/20 DPW- Code Enforcement Vehicle 20-00009 C													
			1 DPW- Code Enforcement Vehicle	47.23	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/15/20	08/06/20		597402	N
20-01572 08/03/20 Lower Control Arms-Police# 402 20-00009 C													
			1 arm asy	199.63	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/15/20	08/06/20		597547	N
			2 arm asy	219.52	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/06/20		597547	N
				419.15									
			Vendor Total:	854.62									
M0000015 Middlesex County Improvement													
	20-01527	07/27/20	JUNE 2020 - MCIA - RECYCLING										
			1 JUNE 2020 - MCIA - RECYCLING	18,893.76	0-01-26-305-130		B Solid Waste: MCIA Recycling	R	07/27/20	08/04/20		AR038701	N
20-01528 07/27/20 BRUSH - JUNE 2020													
			1 BRUSH - JUNE 2020	494.91	G-02-41-775-301		B Recycling Tonnage Grant	R	07/27/20	08/04/20		AR038684	N
			Vendor Total:	19,388.67									
M0000022 Middlesex water Company													
	20-01398	07/06/20	5/28/20-6/29/20 140 N.Broadway										
			1 5/28/20-6/29/20 140 N.Broadway	331.63	0-01-31-430-220		B Utilities - Water	R	07/06/20	07/22/20			N
20-01631 08/10/20 July'20 Hydrant Readings													
			1 July'20 Hydrant Readings	17,173.13	0-01-31-430-220		B Utilities - Water	R	08/10/20	08/10/20		JULY 2020	N

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M0000022 Middlesex Water Company Continued													
	20-01632	08/10/20	6/29/20-7/30/20 140 N.Broadway										
		1 6/29/20-7/30/20	140 N.Broadway	334.12	0-01-31-430-220		B Utilities - Water	R	08/10/20	08/10/20			N
Vendor Total:				17,838.88									
M0000029 McManimon, Scotland & Baumann, LLC													
	20-01289	06/29/20	Prep/Review of Bond Ordinances										
		1	Prep/Review of Bond Ordinances	600.00	0-01-20-130-195		B Finance: Professional Consultant & Spec	R	06/29/20	07/22/20		172708	N
		2	Professional Services	279.50	0-01-20-130-195		B Finance: Professional Consultant & Spec	R	06/29/20	07/22/20		17209	N
Vendor Total:				879.50									
M0000049 Paul Mundy													
	20-01440	07/13/20	2019 Instructor-Fire Training										
		1	2019 Instructor-Fire Training	1,500.00	0-01-25-265-215		B Fire Dept: School Training Prog	R	07/13/20	07/22/20			N
Vendor Total:				1,500.00									
M0000050 Larry McMahon													
	20-01441	07/13/20	2019 Instructor-Fire Training										
		1	2019 Instructor-Fire Training	650.00	0-01-25-265-215		B Fire Dept: School Training Prog	R	07/13/20	07/22/20			N
Vendor Total:				650.00									
M0000073 Middlesex County Association													
	20-01360	07/02/20	2020 ANNUAL MEMBERSHIP										
		1	2020 ANNUAL MEMBERSHIP	200.00	0-01-25-240-140		B Police: Memberships	R	07/02/20	07/22/20		'20 - D.LAVIGNE	N
Vendor Total:				200.00									
M0000103 Mid-Atlantic Truck Centre, Inc													
	20-01338	07/01/20	Stock for mechanics		20-00008 C								
		1	Stock for mechanics	246.40	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/15/20	07/22/20		X101089318:01	N
	20-01339	07/01/20	Stock - mechanics		20-00008 C								
		1	Stock - mechanics	191.28	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/15/20	07/22/20		X101089318:02	N

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M0000103 Mid-Atlantic Truck Centre, Inc Continued													
	20-01342	07/01/20	parts for vehicles-mechanics		20-00008	C							
			1 parts for vehicles-mechanics	280.26	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	07/22/20		X101088181:01	N
	20-01343	07/01/20	parts for vehicles- mechanics		20-00008	C							
			1 parts for vehicles- mechanics	19.81	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	07/22/20		X101086914:01	N
	20-01344	07/01/20	Parts for vehicle-mechanics		20-00008	C							
			1 Parts for vehicle-mechanics	1,289.36	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	07/22/20		X101086117:01	N
	20-01345	07/01/20	Parts for vehicles- mechanics		20-00008	C							
			1 Parts for vehicles- mechanics	507.94	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		07/01/20	07/22/20		X101083702:01	N
			Vendor Total:	2,535.05									
M0000157 Modern Group Ltd.													
	20-01451	07/13/20	'20-'21 OMNI Monitor-Raritan										
			1 '20-'21 OMNI Monitor-Raritan	600.00	0-01-26-310-095		B B&G: Maintenance Agreement	R	07/13/20	07/22/20		PSVI564561	N
			Vendor Total:	600.00									
MEDLI005 Medline Industries, Inc.													
	20-01404	07/07/20	(2)Thermometer for OEM-COVID19										
			1 (2)Thermometer for OEM-COVID19	110.02	0-01-25-252-065		B OEM: Food and First Aid Supplies	R	07/07/20	08/04/20		1916969726	N
			Tracking Id: COVID-19 COVID-19										
			Vendor Total:	110.02									
N0000031 Jamie Norek													
	20-01443	07/13/20	2019 Instructor-Fire Training										
			1 2019 Instructor-Fire Training	625.00	0-01-25-265-215		B Fire Dept: School Training Prog	R	07/13/20	07/22/20			N
			Vendor Total:	625.00									
NEWH005 New Horizon Communications													
	20-01588	08/04/20	Internet Serv.9/1/20-9/30/20										
			1 Internet Serv.9/1/20-9/30/20	311.60	0-01-31-430-245		B Utilities - Internet	R	08/04/20	08/06/20		9/1/20-9/30/20	N

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P0000007 Pride Landscape Supply													
	20-01511	07/24/20	Blade for Hedge Trimmer										
			1 Blade for Hedge Trimmer	121.12	0-01-26-310-299		B B&G: Miscellaneous Other Expenses	R	07/24/20	08/04/20		861673	N
			Vendor Total:	121.12									
P0000009 Public Service Electric & Gas													
	20-01483	07/20/20	June'20 Billing										
			1 June'20 Billing	169.54	0-01-31-430-230		B Utilities - Natural Gas	R	07/20/20	07/22/20		503100074655	N
	20-01622	08/10/20	Feltus St Generator July'20										
			1 Feltus St Generator July'20	18.03	0-01-31-430-230		B Utilities - Natural Gas	R	08/10/20	08/10/20		605504823482	N
	20-01623	08/10/20	Raritan St Pump - July '20										
			1 Raritan St Pump - July '20	18.79	0-01-31-430-230		B Utilities - Natural Gas	R	08/10/20	08/12/20		601906499707	N
	20-01644	08/12/20	July'20 Billing										
			1 July'20 Billing	174.86	0-01-31-430-230		B Utilities - Natural Gas	R	08/12/20	08/12/20		503100075910	N
			Vendor Total:	381.22									
PARTS005 Parts Authority, LLC													
	20-00838	04/09/20	Truck#13 - Clamps										
			1 Truck#13 - Clamps	74.30	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/15/20	08/05/20		055-942025	N
	20-01385	07/06/20	CREDIT										
			1 CREDIT	49.38-	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/28/20	07/22/20		300-016538	N
	20-01431	07/09/20	CREDIT										
			1 CREDIT	104.76-	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/28/20	07/22/20		301-9829	N
	20-01432	07/09/20	CREDIT										
			1 CREDIT	124.51-	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/28/20	07/22/20		301-9860	N
	20-01472	07/16/20	CREDIT										
			1 CREDIT	3.87-	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	01/15/20	07/22/20		301-9900	N

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PARTS005 Parts Authority, LLC				Continued									
20-01519	07/27/20	CREDIT			20-00007	C							
		1 CREDIT		70.74	0-01-26-315-100		B Vehicle Mainten		01/15/20	08/04/20		301-010265	N
20-01520	07/27/20	truck #8 & bulbs for stock			20-00007	C							
		1 pigtail for truck#8		7.18	0-01-26-315-100		B Vehicle Mainten		01/15/20	08/04/20		300-149143	N
		2 mini bulbs stock mechanics		12.20	0-01-26-315-100		B Vehicle Mainten		01/28/20	08/04/20		300-149143	N
				19.38									
20-01522	07/27/20	strobe lights truck#8			20-00007	C							
		1 strobe lights truck#8		156.00	0-01-26-315-100		B Vehicle Mainten		01/15/20	08/04/20		300-147509	N
20-01523	07/27/20	PLUG EMERGENCY LIGHTS TRUCK#8			20-00007	C							
		1 PLUG EMERGENCY LIGHTS TRUCK#8		7.18	0-01-26-315-100		B Vehicle Mainten		01/28/20	08/04/20		301-064972	N
20-01534	07/27/20	parts for DPW Van			20-00007	C							
		1 exhaust clamp		1.32	0-01-26-315-100		B Vehicle Mainten		01/28/20	08/04/20		307-51540	N
		2 exhaust muffler		34.15	0-01-26-315-100		B Vehicle Mainten		01/28/20	08/04/20		307-51540	N
				35.47									
20-01535	07/27/20	DPW VAN parts			20-00007	C							
		1 DPW VAN parts		0.92	0-01-26-315-100		B Vehicle Mainten		01/28/20	08/04/20		300-121001	N
20-01573	08/03/20	CREDIT-invoice#: 301-010210			20-00007	C							
		1 CREDIT-invoice#: 301-010210		156.00	0-01-26-315-100		B Vehicle Mainten		01/28/20	08/06/20		301-010210	N
20-01574	08/03/20	Alt. Belt Truck #28 DPW			20-00007	C							
		1 serpentine belt		28.93	0-01-26-315-100		B Vehicle Mainten		01/15/20	08/06/20		301-065930	N
20-01575	08/03/20	Fuel-oil Line - shop supply			20-00007	C							
		1 Fuel-oil Line - shop supply		69.91	0-01-26-315-100		B Vehicle Mainten		01/15/20	08/06/20		302-046085	N
20-01576	08/03/20	Transmission Fluid-mechanics			20-00007	C							
		1 Transmission Fluid-mechanics		22.84	0-01-26-315-100		B Vehicle Mainten		01/28/20	08/06/20		301-066142	N
20-01577	08/03/20	Axle shaft -Police # 402			20-00007	C							
		1 Axle shaft -Police # 402		105.95	0-01-26-315-100		B Vehicle Mainten		01/28/20	08/06/20		055-987633	N

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PARTS005 Parts Authority, LLC Continued													
	20-01578	08/03/20	Radiator - DPW Explorer		20-00007 C								
	1		Radiator - DPW Explorer	191.54	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/06/20		055-987549	N
	20-01641	08/11/20	invoice#: 301-036311		20-00007 C								
	3	invoice#:	301-053957	90.60	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-053957	N
	4	invoice#:	300-120566	218.40	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		300-120566	N
	5	invoice#:	301-053215	47.74	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-053215	N
	6	invoice#:	301-051020	6.68	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-051020	N
	7	invoice#:	301-050198	21.06	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-050198	N
	8	invoice#:	301-007376-credit	12.00	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-007376	N
	10	invoice#:	300-120997	113.95	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		300-120997	N
	11	invoice#:	307-051540	35.47	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		307-051540	N
	12	invoice#:	300-121217	64.38	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		300-121217	N
	13	invoice#:	300-121443	93.32	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		300-121443	N
	15	invoice#:	301-054647	55.76	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-054647	N
	16	invoice#:	301-262643	4.95	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-262643	N
	17	invoice#:	301-054806	22.41	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-054806	N
	18	invoice#:	301-054807	15.00	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-054807	N
	19	invoice#:	301-054810	82.80	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-054810	N
	20	invoice#:	055-949244	77.53	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		055-949244	N
	21	invoice#:	059-752913	40.19	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		059-752913	N
	22	invoice#:	301-054925	16.38	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-054925	N
	23	invoice#:	301-055056	49.76	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-055056	N
	24	invoice#:	301-055102	15.99	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-055102	N
	25	invoice#:	301-055236	96.36	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-055236	N
	26	invoice#:	302-037441	17.16	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		302-037441	N
	27	invoice#:	301-055301	7.65	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-055301	N
	28	invoice#:	301-055502	115.32	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-055502	N
	29	invoice#:	031-316931	4.83	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		031-316931	N
	30	invoice#:	301-055625	1.61	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-055625	N
	31	invoice#:	300-124877	6.78	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		300-124877	N
	32	invoice#:	301-055763	6.78	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-055763	N
	33	invoice#:	301-055790	23.70	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-055790	N
	34	invoice#:	301-055815	31.94	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-055815	N
	35	invoice#:	127-097851	112.82	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		127-097851	N
	36	invoice#:	301-056184	438.20	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-056184	N
	37	invoice#:	301-056308	8.80	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/12/20		301-056308	N

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PARTS005 Parts Authority, LLC												
Continued												
20-01641	08/11/20	inovice#:	301-036311	Continued								
38	invoice#:	301-056309	26.89	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-056309	N	
39	invoice#:	301-056328	37.34	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-056328	N	
40	invoice#:	031-371994	95.72	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		031-371994	N	
41	invoice#:	300-127034	4.96	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		300-127034	N	
43	invoice#:	301-056899	42.80	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-056899	N	
44	invoice#:	301-056940	21.72	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-056940	N	
45	invoice#:	301-057209	90.50	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-057209	N	
46	invoice#:	300-129047	77.08	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		300-129047	N	
47	invoice#:	301-057651	122.02	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-057651	N	
48	credit	301007484	109.20	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-007484	N	
49	credit	301008506	138.52	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-008506	N	
50	credit	301008459	82.80	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-008459	N	
51	credit	301008452	15.00	0-01-26-315-100	B Vehicle Mainten		01/28/20	08/12/20		301-008452	N	
			<u>2,105.83</u>									
20-01642 08/11/20 2019 invoices												
1	2019 invoices		39.00	9-01-26-315-100	B Vehicle Mainten		08/11/20	08/12/20		301-036311	N	
2	301-040171		24.08	9-01-26-315-100	B Vehicle Mainten		08/11/20	08/12/20		301-040171	N	
			<u>63.08</u>									
Vendor Total:			2,372.07									
PAYAR005 Payargo, Inc.												
20-01568	08/03/20	Electronic Payment Processing										
1	Electronic Payment Processing		157.88	0-01-20-145-150	B Revenue: Other Contractual Services	R	08/03/20	08/06/20		20-27202	N	
			<u>157.87</u>	0-01-26-307-150	B Sewer: Other Contractual Services							
			315.75									
Vendor Total:			315.75									
R0000001 R & R Printing Shoppe, LLC												
20-01412	07/09/20	#10 window/regular envelope										
1	#10 window/regular envelope		743.75	0-01-20-100-190	B Admin: Printing & Binding	R	07/09/20	07/22/20		20108	N	
Vendor Total:			743.75									

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RELIA005 Reliance Insurance Group, LLC													
	20-01605	08/05/20	2020 3rd & 4th Qtr Consulting										
	1		2020 3rd & 4th Qtr Consulting	10,900.00	0-01-23-220-299		B Employee Group Ins: Misc Other Expenses	R	08/05/20	08/06/20		3RD-4TH QTR2020	N
	Vendor Total:			10,900.00									
RICHA010 Richard J. Frye													
	20-00685	03/24/20	computer scanner for vehicles										
	1		computer scanner for vehicles	2,206.50	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	03/24/20	08/10/20		02212064817Q	N
	20-01466	07/15/20	DPW Printer										
	1		DPW Printer	26.95	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	07/15/20	07/27/20		07102068490	N
	Vendor Total:			2,233.45									
ROOF4005 Roof4Roof-Flat & Shingle Roof													
	20-01611	08/06/20	Roof Repair-200 John T O'Leary										
	1		Roof Repair-200 John T O'Leary	1,283.33	0-01-90-100-022		B Due from SARA	R	08/06/20	08/12/20		1/3 DEPOSIT	N
	Vendor Total:			1,283.33									
SANIT010 Sanitation Equipment Corp.													
	20-01219	06/09/20	Check Valve - truck#12										
	1		Check Valve - truck#12	394.42	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	06/09/20	07/23/20		55296	N
	Vendor Total:			394.42									
SIGNS006 Signs & Safety Devices, LLC													
	20-01375	07/06/20	Signs and Hardware										
	1		Signs and Hardware	1,950.00	0-01-26-290-220		B Streets/Roads: Signs	R	07/06/20	07/23/20		4501	N
	2		30" x 30" dead end blk/yellow	1,060.00	0-01-26-290-220		B Streets/Roads: Signs	R	07/06/20	07/23/20		4501	N
	3		24" x 24" all trucks turn here	136.00	0-01-26-290-220		B Streets/Roads: Signs	R	07/06/20	07/23/20		4501	N
	4		24" x 24" EXIT red/white	68.00	0-01-26-290-220		B Streets/Roads: Signs	R	07/06/20	07/23/20		4501	N
	5		24" x 24" Entrance red/white	68.00	0-01-26-290-220		B Streets/Roads: Signs	R	07/06/20	07/23/20		4501	N
	6		18" x 24" No Swimming w/symbol	102.00	0-01-26-290-220		B Streets/Roads: Signs	R	07/06/20	07/23/20		4501	N
	7		48" x 36" Welcome to DPW drop	102.00	G-02-41-775-302		B Recycling Enhancement Grant Middlesex Ct	R	07/06/20	07/23/20		4501	N
	8		12" x 18" No Dumping or Litter	165.00	0-01-26-290-220		B Streets/Roads: Signs	R	07/06/20	07/23/20		4501	N

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SIGNS006 Signs & Safety Devices, LLC Continued													
20-01375	07/06/20		Signs and Hardware		Continued								
			9 6" x30" SN 2nd Walter Springel	29.50	0-01-26-290-220		B Streets/Roads: Signs	R	07/23/20	07/23/20		4501	N
				3,680.50									
20-01470	07/16/20		Playground signs- stay home										
			1 Playground signs- stay home	425.00	0-01-26-290-220		B Streets/Roads: Signs	R	07/16/20	08/06/20		4472	N
			Vendor Total:	4,105.50									
SPECT011 Spectrotech Holding Company LLC													
20-01589	08/04/20		Aug'20 Invoice# 9793380										
			1 Aug'20 Invoice# 9793380	478.40	0-01-31-430-240		B Utilities - Telephone	R	08/04/20	08/06/20		9793380	N
			Vendor Total:	478.40									
STAHL005 James E. Stahl Esq.													
20-01465	07/15/20				20-00014 C								
			1 July Retainer	1,000.00	0-01-21-180-195		B Planning Board: Prof Consultant & Spec	R	01/28/20	07/22/20		07-2020	N
			Vendor Total:	1,000.00									
T0000003 The Hose Shop, Inc.													
20-01405	07/07/20		Pressure Washer hose & fitting										
			1 Pressure Washer hose & fitting	64.92	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	07/07/20	07/22/20		00216173	N
20-01406	07/07/20		Repaired Pressure Washer Hose										
			1 Repaired Pressure Washer Hose	28.83	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	07/07/20	07/22/20		00216281	N
20-01467	07/15/20		truck#16 parts										
			1 truck#16 parts	105.14	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	07/15/20	08/04/20		00216676	N
20-01471	07/16/20		Diesel Tank Filter- mechanics										
			1 Diesel Tank Filter- mechanics	75.44	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	07/16/20	08/04/20		00217005	N

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T0000003 The Hose Shop, Inc. Continued													
	20-01524	07/27/20	HOSE FOR TRUCK # 9										
			1 HOSE FOR TRUCK # 9	44.44	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		07/27/20	08/04/20		00217994	N
			Vendor Total:	318.77									
T0000059 Treasurer-State of New Jersey													
	20-01484	07/20/20	Modern Transportation 155 Main										
			1 Modern Transportation 155 Main	875.00	0-01-26-310-150		B B&G: Other Contractual Services R		07/20/20	07/22/20		200585280	N
			Vendor Total:	875.00									
T0000091 The Hartford													
	20-01396	07/06/20	Special Risk Accident('20-'21)										
			1 Special Risk Accident('20-'21)	340.00	0-01-23-210-299		B Liability Ins: Misc Other Expenses R		07/06/20	07/22/20		'20-'21	N
			Vendor Total:	340.00									
U0000001 Uline													
	20-01502	07/23/20	Misting Fan - OEM										
			1 Misting Fan - OEM	615.00	0-01-25-252-065		B OEM: Food and First Aid Supplies R		07/23/20	08/10/20		122652422	N
			2 shipping	20.00	0-01-25-252-065		B OEM: Food and First Aid Supplies R		07/23/20	08/10/20		122652422	N
				635.00									
			Vendor Total:	635.00									
UNIFI005 UniFirst Corporation													
	20-01392	07/06/20	Uniforms - DPW - 6.17.2020			20-00016 C							
			1 Uniforms - DPW - 6.17.2020	8.10	0-01-26-305-045		B Solid Waste: Clothing & Uniforms R		01/01/20	07/22/20		073 8107585	N
			2 Uniforms - DPW - 6.17.2020	5.71	0-01-26-315-299		B Vehicle Maint: Misc Other Expenses R		01/01/20	07/22/20		073 8107585	N
			3 Uniforms - DPW - 6.17.2020	8.77	0-01-26-290-045		B Streets/Roads: Clothing & Uniforms R		01/01/20	07/22/20		073 8107585	N
			4 Uniforms - DPW - 6.17.2020	8.10	0-01-26-305-045		B Solid Waste: Clothing & Uniforms R		01/01/20	07/22/20		073 8107585	N
			5 Uniforms - DPW - 6.17.2020	8.77	0-01-26-307-045		B Sewer: Clothing & Uniforms R		01/01/20	07/22/20		073 8107585	N
			6 Uniforms - DPW - 6.17.2020	8.10	0-01-26-305-045		B Solid Waste: Clothing & Uniforms R		01/01/20	07/22/20		073 8107585	N
			7 Uniforms - DPW - 6.17.2020	35.55	0-01-26-305-045		B Solid Waste: Clothing & Uniforms R		01/01/20	07/22/20		073 8107585	N
			8 Uniforms - DPW - 6.17.2020	8.77	0-01-26-290-045		B Streets/Roads: Clothing & Uniforms R		01/01/20	07/22/20		073 8107585	N
			9 Uniforms - DPW - 6.17.2020	8.10	0-01-26-290-045		B Streets/Roads: Clothing & Uniforms R		01/01/20	07/22/20		073 8107585	N
			10 Uniforms - DPW - 6.17.2020	8.10	0-01-26-310-045		B B&G: Clothing & Uniforms R		01/01/20	07/22/20		073 8107585	N

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Item Description	Amount	Charge Account	Acct Type Description								
UNIFI005 UniFirst Corporation			Continued								
20-01392 07/06/20 Uniforms - DPW - 6.17.2020			Continued								
11 Uniforms - DPW - 6.17.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
12 Uniforms - DPW - 6.17.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
13 Uniforms - DPW - 6.17.2020	8.10	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
14 Uniforms - DPW - 6.17.2020	8.10	0-01-26-310-045	B B&G: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
15 Uniforms - DPW - 6.17.2020	8.10	0-01-26-307-045	B Sewer: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
16 Uniforms - DPW - 6.17.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
17 Uniforms - DPW - 6.17.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
18 Uniforms - DPW - 6.17.2020	8.77	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
19 Uniforms - DPW - 6.17.2020	5.71	0-01-26-315-299	B Vehicle Maint: Misc Other Expenses	R		01/01/20	07/22/20			073 8107585	N
20 Uniforms - DPW - 6.17.2020	5.34	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
21 Uniforms - DPW - 6.17.2020	3.70	0-01-26-306-299	B Recycling: Miscellaneous Other Expenses	R		01/01/20	07/22/20			073 8107585	N
22 Uniforms - DPW - 6.17.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
23 Uniforms - DPW - 6.17.2020	2.05	0-01-26-305-045	B Solid Waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8107585	N
	200.45										
20-01430 07/09/20 Uniforms -DPW - 7.8.2020			20-00016 C								
1 Uniforms -DPW - 7.8.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
2 Uniforms -DPW - 7.8.2020	5.71	0-01-26-315-299	B Vehicle Maint: Misc Other Expenses	R		01/01/20	07/22/20			073 8116687	N
3 Uniforms -DPW - 7.8.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
4 Uniforms -DPW - 7.8.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
5 Uniforms -DPW - 7.8.2020	8.77	0-01-26-307-045	B Sewer: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
6 Uniforms -DPW - 7.8.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
7 Uniforms -DPW - 7.8.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
8 Uniforms -DPW - 7.8.2020	8.10	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
9 Uniforms -DPW - 7.8.2020	8.10	0-01-26-310-045	B B&G: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
10 Uniforms -DPW - 7.8.2020	5.75	0-01-26-310-045	B B&G: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
11 Uniforms -DPW - 7.8.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
12 Uniforms -DPW - 7.8.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
13 Uniforms -DPW - 7.8.2020	8.10	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
14 Uniforms -DPW - 7.8.2020	8.10	0-01-26-310-045	B B&G: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
15 Uniforms -DPW - 7.8.2020	8.10	0-01-26-307-045	B Sewer: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
16 Uniforms -DPW - 7.8.2020	0.50	0-01-26-307-045	B Sewer: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
17 Uniforms -DPW - 7.8.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
18 Uniforms -DPW - 7.8.2020	33.00	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
19 Uniforms -DPW - 7.8.2020	5.50	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N
20 Uniforms -DPW - 7.8.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R		01/01/20	07/22/20			073 8116687	N

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UNIFI005 UniFirst Corporation			Continued									
	20-01430	07/09/20	Uniforms -DPW - 7.8.2020		Continued							
	21		Uniforms -DPW - 7.8.2020	8.77	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	07/22/20		073 8116687	N
	22		Uniforms -DPW - 7.8.2020	5.71	0-01-26-315-299	B Vehicle Maint: Misc Other Expenses	R	01/01/20	07/22/20		073 8116687	N
	23		Uniforms -DPW - 7.8.2020	5.34	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	07/22/20		073 8116687	N
	24		Uniforms -DPW - 7.8.2020	3.70	0-01-26-306-299	B Recycling: Miscellaneous Other Expenses	R	01/01/20	07/22/20		073 8116687	N
	25		Uniforms -DPW - 7.8.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	07/22/20		073 8116687	N
	26		Uniforms -DPW - 7.8.2020	2.05	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	07/22/20		073 8116687	N
				209.65								
	20-01532	07/27/20	Uniforms - DPW - 7.15.2020		20-00016 c							
	1		Uniforms - DPW - 7.15.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	2		Uniforms - DPW - 7.15.2020	5.71	0-01-26-315-299	B Vehicle Maint: Misc Other Expenses	R	01/01/20	08/04/20		073 8119693	N
	3		Uniforms - DPW - 7.15.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	4		Uniforms - DPW - 7.15.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	5		Uniforms - DPW - 7.15.2020	8.77	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	6		Uniforms - DPW - 7.15.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	7		Uniforms - DPW - 7.15.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	8		Uniforms - DPW - 7.15.2020	8.10	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	9		Uniforms - DPW - 7.15.2020	8.10	0-01-26-310-045	B B&G: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	10		Uniforms - DPW - 7.15.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	11		Uniforms - DPW - 7.15.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	12		Uniforms - DPW - 7.15.2020	8.10	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	13		Uniforms - DPW - 7.15.2020	8.10	0-01-26-310-045	B B&G: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	14		Uniforms - DPW - 7.15.2020	8.10	0-01-26-307-045	B Sewer: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	15		Uniforms - DPW - 7.15.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	16		Uniforms - DPW - 7.15.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	17		Uniforms - DPW - 7.15.2020	8.77	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	18		Uniforms - DPW - 7.15.2020	5.71	0-01-26-315-299	B Vehicle Maint: Misc Other Expenses	R	01/01/20	08/04/20		073 8119693	N
	19		Uniforms - DPW - 7.15.2020	5.34	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	20		Uniforms - DPW - 7.15.2020	3.70	0-01-26-306-299	B Recycling: Miscellaneous Other Expenses	R	01/01/20	08/04/20		073 8119693	N
	21		Uniforms - DPW - 7.15.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
	22		Uniforms - DPW - 7.15.2020	2.05	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/04/20		073 8119693	N
				164.90								
	20-01533	07/27/20	Uniforms - DPW- 7.22.2020		20-00016 c							
	1		Uniforms - DPW- 7.22.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/04/20		073 8122688	N
	2		Uniforms - DPW- 7.22.2020	5.71	0-01-26-315-299	B Vehicle Maint: Misc Other Expenses	R	01/01/20	08/04/20		073 8122688	N

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Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
V0000002 verizon wireless												
	20-01499	07/22/20	June'20 - inv.9858713519		20-00020 C							
	1	June'20	inv.9858713519	1,566.93	0-01-31-430-240	B Utilities - Telephone	R	07/22/20	08/04/20		9858713519	N
	20-01540	07/30/20	Jun 22-Jul 21,20 Message Board									
	1	Jun 22-Jul 21,20	Message Board	80.04	0-01-31-430-245	B Utilities - Internet	R	07/30/20	08/04/20		9859206718	N
	Vendor Total:			1,646.97								
V0000011 v.E.Ralph & Son, Inc.												
	20-00660	03/19/20	COVID-19 SUPPLIES									
	6		COVID-19 SUPPLIES	216.45	0-01-25-240-065	B Police: Food and First Aid Supplies	R	03/19/20	07/22/20		400352	N
			Tracking Id: COVID-19									
	7		COVID-19 SUPPLIES	14.43	0-01-25-240-065	B Police: Food and First Aid Supplies	R	03/19/20	07/22/20		400351	N
			Tracking Id: COVID-19									
				230.88								
	Vendor Total:			230.88								
W0000002 west Group												
	20-01495	07/21/20	NJ Code Books									
	1		NJ Code Books	252.00	0-01-43-490-030	B Court: Books and Publications	R	07/21/20	08/04/20		842660157	N
	2		NJ Code Books	700.00	0-01-43-490-030	B Court: Books and Publications	R	07/21/20	08/04/20		842492736	N
				952.00								
	Vendor Total:			952.00								
W0000017 w.B. Mason												
	20-01363	07/02/20	OFFICE SUPPLIES									
	1		OFFICE SUPPLIES	1,309.42	0-01-25-240-145	B Police: Office Supplies	R	07/02/20	07/22/20		5104782834	N
	20-01411	07/09/20	Swiffer Duster Starter Kit									
	1		Swiffer Duster Starter Kit	7.99	0-01-20-145-145	B Revenue: Office Supplies	R	07/09/20	07/22/20		211883101	N
	2		Swiffer Duster Refills	10.99	0-01-20-145-145	B Revenue: Office Supplies	R	07/09/20	07/22/20		211883101	N
	3		BIC wite-Out Fluid	5.10	0-01-20-145-145	B Revenue: Office Supplies	R	07/09/20	07/22/20		211883101	N
	4		Quality Park Envelope Moistene	6.50	0-01-20-145-145	B Revenue: Office Supplies	R	07/09/20	07/22/20		211883101	N

August 13, 2020
09:48 AM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

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Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
w0000017 w.B. Mason			Continued									
20-01411	07/09/20	Swiffer Duster Starter Kit			Continued							
		5 BIC Wite-Out Correction Tape	6.98	0-01-20-145-145	B Revenue: Office Supplies	R	07/09/20	07/22/20			211883101	N
			37.56									
20-01449	07/13/20	dpw office supplies	22.45	0-01-26-305-299	B Solid Waste: Misc Other Expenses	R	07/13/20	07/22/20			212036197	N
20-01475	07/20/20	Samsung - toner - DPW	103.99	0-01-26-290-145	B Streets/Roads: Office Supplies	R	07/20/20	08/04/20			5105483180	N
20-01476	07/20/20	Toner-HP LASer Jet- color	243.87	0-01-26-290-145	B Streets/Roads: Office Supplies	R	07/20/20	08/04/20			212155781	N
20-01477	07/20/20	Toner -dpw-HP laser jet	75.68	0-01-26-290-145	B Streets/Roads: Office Supplies	R	07/20/20	08/04/20			212156008	N
20-01479	07/20/20	binder clips	1.26	0-01-26-305-299	B Solid Waste: Misc Other Expenses	R	07/20/20	08/04/20			202156564	N
20-01518	07/27/20	wire File Organizer-Purchasing	5.17	0-01-20-100-145	B Admin: office Supplies	R	07/27/20	08/04/20			212355009	N
20-01538	07/30/20	Tax Dept purple ribbon&return	27.54	0-01-20-145-145	B Revenue: Office Supplies	R	07/30/20	08/10/20			CR8251041	N
		2 Purple Ribbon	37.74	0-01-20-145-145	B Revenue: office Supplies	R	07/30/20	08/10/20			212473860	N
			10.20									
20-01556	07/31/20	Office Supplies										
		1 CD Envelopes- IVR39403	10.98	0-01-20-120-299	B Clerk: Miscellaneous Other Expenses	R	07/31/20	08/10/20			212555083	N
		2 Black Toner- 2 Pack HEWCF410XD	275.99	0-01-20-120-299	B Clerk: Miscellaneous Other Expenses	R	07/31/20	08/10/20			212555083	N
		3 Cyan Toner- HEWCF411X	149.58	0-01-20-120-299	B Clerk: Miscellaneous Other Expenses	R	07/31/20	08/10/20			212555083	N
		4 Yellow Toner- HEWCF412X	149.58	0-01-20-120-299	B Clerk: Miscellaneous Other Expenses	R	07/31/20	08/10/20			212555083	N
		5 Magenta Toner- HEWCF413X	149.58	0-01-20-120-299	B Clerk: Miscellaneous Other Expenses	R	07/31/20	08/10/20			212555083	N

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CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 30

Vendor # Name	PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
w0000017 w.B. Mason														
	20-01556	07/31/20	Office Supplies		Continued		Continued							
			6 3" inch binders- AVE79803	32.97			0-01-20-120-299	B Clerk: Miscellaneous Other Expenses	R	07/31/20	08/10/20		212555083	N
				768.68										
			Vendor Total:	2,578.28										
w0000050 WAWA Fleet														
	20-01560	08/03/20	July '20 Gas/Fuel Invoice											
			1 July '20 Gas/Fuel Invoice	21.89			0-01-31-430-250	B Utilities - Gasoline	R	08/03/20	08/06/20		66816741	N
			Vendor Total:	21.89										
WEILG005 weilgus & Sons N.J.,Inc.														
	20-01288	06/29/20	(4) General Master Keys-C.Hall											
			1 (4) General Master Keys-C.Hall	57.20			0-01-26-310-115	B B&G: Material & Supplies	R	06/29/20	07/22/20		117838	N
			2 Freight	13.00			0-01-26-310-115	B B&G: Material & Supplies	R	06/29/20	07/22/20		117838	N
				70.20										
			Vendor Total:	70.20										
XTEL0005 Xtel, Inc.														
	20-01559	08/03/20	August'20 inv.202131507											
			1 August'20 inv.202131507	2,516.99			0-01-31-430-240	B Utilities - Telephone	R	08/03/20	08/06/20		202131507	N
			Vendor Total:	2,516.99										
Z0000006 Z Brothers Concrete Contractor														
	20-00414	02/20/20	Reso20-080 John T.O'Leary Blvd											
			2 Reso20-080 John T.O'Leary Blvd	340,402.95			C-04-19-001-004	B O'Leary Blvd Improvements	R	02/20/20	08/04/20		PAYMENT #2	N
			Vendor Total:	340,402.95										
Total Purchase Orders: 178 Total P.O. Line Items: 393 Total List Amount: 603,780.68 Total Void Amount: 0.00														

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	192,443.28	0.00	192,443.28	0.00	0.00	192,443.28
CURRENT FUND	9-01	499.33	0.00	499.33	0.00	0.00	499.33
CAPITAL FUND	C-04	377,207.59	0.00	377,207.59	0.00	0.00	377,207.59
GRANT FUND	G-02	33,630.48	0.00	33,630.48	0.00	0.00	33,630.48
Total of All Funds:		<u>603,780.68</u>	<u>0.00</u>	<u>603,780.68</u>	<u>0.00</u>	<u>0.00</u>	<u>603,780.68</u>

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 20-265

**RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PURCHASE AND
INSTALLATION OF PUBLIC LIGHTING IMPROVEMENTS IN VARIOUS LOCATIONS IN THE CITY OF SOUTH
AMBOY FROM FSG NEW JERSEY THROUGH THE KEYSTONE PURCHASING NETWORK**

WHEREAS, The City of South Amboy is organized and exists pursuant to the provisions of NJSA 40:63-68 et seq., and constitutes a public body corporate and politic of the State of New Jersey; and

WHEREAS, the City of South Amboy is one of the four original NJ Transit Village designees; and

WHEREAS, the City of South Amboy desires to increase to the maximum extent the safety and security of its residents and residents of Middlesex County in and around the City's mass transit locations; and

WHEREAS the City of South Amboy is desirous of acquiring, installing, or upgrading lighting in various locations throughout the City to provide said security and safety enhancements; and

WHEREAS, the Administration in cooperation with the Chief of Police, City Engineer, and Department of Public Works Director has identified specific areas in the City that would benefit from enhanced safety features at specific locations adjacent to or approaching our Transit facilities; and

WHEREAS, funding for this project has been provided through a Legislative Grant; and

WHEREAS, the City of South Amboy is a member of the Keystone Purchasing Network, and

WHEREAS, public bids are not required when the purchase is under a State Contract in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

WHEREAS, execution of the contract to deliver these goods and services requires the authorization of the South Amboy City Council;

NOW THEREFORE BE IT RESOLVED by the City of South Amboy as follows:

The City Council hereby authorizes the City Administration to disburse as necessary from Legislative Grant funding received for this project up to seven hundred and fifty thousand dollars (\$750,000); and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute any necessary agreements with FSG New Jersey to complete the purchase and installation of the improvements under the Keystone Purchasing Network.

CITY OF SOUTH AMBOY

NOTICE OF INTENT TO AWARD A CONTRACT UNDER A NATIONAL COOPERATIVE PURCHASING AGREEMENT

The City of South Amboy intends to participate in the Keystone Purchasing Network, KPN for the purchase and installation of:

Public Lighting Improvements – LED Lighting

The LED Lighting contract no. KPN-A-201805-10 was awarded by the Keystone Purchasing Network to Facility Solutions Group, Inc.

Information regarding the contract may be found on the H-GAC website:
www.thekpn.org

The City of South Amboy joined the Keystone Purchasing Network in April 2017. The City's initial contract term with KPN ran from April 2017 through December 2017, with automatic annual renewals.

The City of South Amboy anticipates entering contract on August 19, 2020. It is the intent of the Governing Body to make the contract award to Facility Solutions Group, Inc. (FSG), pursuant to the proposal submitted in response to the Keystone Purchasing Network request for sealed bids.

The term of the contract between Keystone Purchasing Network and FSG, Inc. is December 1, 2019 through November 30, 2021.

The City of South Amboy is authorized to award this contract under the authority of N.J.S.A. 52:34-6.2(b)(3).

Comment period ends 10 days after ad printing.

Kristal Manion
Purchasing
City of South Amboy

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 20-266

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PURCHASE AND INSTALLATION OF A VIDEO SURVEILLANCE SECURITY SYSTEM IN VARIOUS LOCATIONS IN THE CITY OF SOUTH AMBOY UNDER THE PROVISIONS OF NASPO MASTER AGREEMENT #MA152 WITH VERIZON

WHEREAS, The City of South Amboy is organized and exists pursuant to the provisions of NJSA 40:63-68 et seq., and constitutes a public body corporate and politic of the State of New Jersey; and

WHEREAS, the City of South Amboy is one of the four original NJ Transit Village designees; and

WHEREAS, the City of South Amboy desires to increase to the maximum extent the safety and security of its residents and residents of Middlesex County in and around the City's mass transit locations; and

WHEREAS the City of South Amboy is desirous of acquiring and installing video monitoring capability of public spaces to provide said security and safety enhancements; and

WHEREAS, the Administration in cooperation with the Chief of Police, City Engineer, and Department of Public Works Director has identified specific areas in the City that would benefit from enhanced safety features at specific locations adjacent to or approaching our Transit facilities; and

WHEREAS, funding for this project has been provided through a Legislative Grant; and

WHEREAS, public bids are not required when the purchase is under a State Contract in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

WHEREAS, execution of the contract to deliver these goods and services requires the authorization of the South Amboy City Council;

NOW THEREFORE BE IT RESOLVED by the City of South Amboy as follows:

The City Council hereby authorizes the City Administration to disburse as necessary from Legislative Grant funding received for this project up to seven hundred and fifty thousand dollars (\$750,000); and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute any necessary agreements with Verizon to complete the purchase and installation of the improvements under the provisions of NASPO Master Agreement #MA152.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION 20-267

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2020-June 2025

FORM 1B

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The City Council of the City of South Amboy, County of Middlesex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and,

WHEREAS, the City Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the City Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the City of South Amboy, County of Middlesex, State of New Jersey hereby recognizes the following:

1. The City Council does hereby authorize submission of a strategic plan for the South Amboy Municipal Alliance grant for fiscal year 2021 (October 1, 2020 through June 30, 2021) in the amount of:

DEDR	\$ 4790.00
Cash Match	\$ 1197.50
In-Kind	\$ 3592.50
2. The City Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
(Name), Mayor/Head of Governing Body

CERTIFICATION

I, Deborah Brooks, RMC, Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the City Council on this Wednesday of August 19, 2020.

(Name), Municipal Clerk

FORM 1A

FOR COUNTY USE ONLY
Approved: _____ YES _____ NO
Date: _____

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: 2021 Alliance Tier: 2

APPLICANT MUNICIPALITY/IES: City of South Amboy	COUNTY: Middlesex
ALLIANCE NAME: South Amboy Municipal Alliance	ALLIANCE WEBSITE: www.cityofsouthamboynj.gov
ALLIANCE STREET ADDRESS: 140 North Broadway TOWN: South Amboy STATE: NJ ZIP: 08879	
TELEPHONE: (732) 525-5932	FAX: (732) 727-0650
ALLIANCE CHAIRPERSON: Kimberly Seber STREET ADDRESS: 53 Barkalow Street TOWN: South Amboy STATE: NJ ZIP: 08879 EMAIL: Kimberly_seber@shi.com	ALLIANCE COORDINATOR: Kathy Kudelka STREET ADDRESS: 140 North Broadway TOWN: South Amboy STATE: NJ ZIP: 08879 EMAIL: kudelkak@southamboynj.gov
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): 11 /20 / 2019	

A) Alliance DEDR Allocation \$ 4790.00
B) Cash Match (must be 25% of DEDR Allocation) \$ 1197.50
C) In-Kind Match (must be 75% of the DEDR Allocation) \$ 3592.50
TOTAL ALLIANCE BUDGET (add A+ B+C) \$ 9580.00

South Amboy Fred A. Henry

*MUNICIPALITY NAME/MAYOR/Head of Governing Body SIGNATURE

South Amboy Glenn Skarzynski, Business Administrator

*MUNICIPALITY NAME/TITLE OF GOVERNING BODY REPRESENTATIVE SIGNATURE

South Amboy Michael Gross, City Council President

*MUNICIPALITY NAME/TITLE OF GOVERNING BODY REPRESENTATIVE SIGNATURE

Kimberly Seber

ALLIANCE CHAIRPERSON SIGNATURE DATE

*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 20-268

**RESOLUTION AWARDING STATE CONTRACT #T3083
TO PURCHASE A LIVSCAN SYSTEM**

WHEREAS, there is a need to purchase an IDEMIA Livescan System for the City of South Amboy; and

WHEREAS, this system can be purchased through State Contract No. T3083; and

WHEREAS, the maximum amount of the purchase is \$23,953.00 and funds are available as evidenced by the Finance Director's certification; and

WHEREAS, public bids are not required when the purchase is under a State Contract in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator is hereby authorized and directed to execute a contract for the purchase of an IDEMIA Livescan System IDEMIA Livescan Systems, 5515 East La Palma Ave., Suite 100, Anaheim, CA 92807 not to exceed \$23,953.00.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$23,953.00 will be available in accounts: C-04-20-001-003 for Police equipment.

Dan Balka, Chief Financial Officer
Dated:



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

March 19, 2020

DSgt. Daniel J Holovacko
South Amboy Police Department
140 North Broadway
South Amboy, NJ 08879
Email: holovackod@southambovni.gov

Police
Capital

State of New Jersey
Trusted identification
Partner for 31 Years

Reference No. IDNJ-L092418-06E

IDEMIA is pleased to provide South Amboy Police Department with the following proposal for IDEMIA LiveScan Systems. Since 1989, IDEMIA has been the State of New Jersey AFIS provider. In 2012, IDEMIA was awarded the State of New Jersey Livescan Contract. This Contract is renewed through January 30, 2022 - Contract #T3083.

Please note the purchase price of all livescan configurations includes on-site installation, training, three (3) years of next-day on-site support with corrective maintenance and parts replacement.

IDEMIA's fully integrated LiveScan solution provides South Amboy Police Department the following features and benefits:

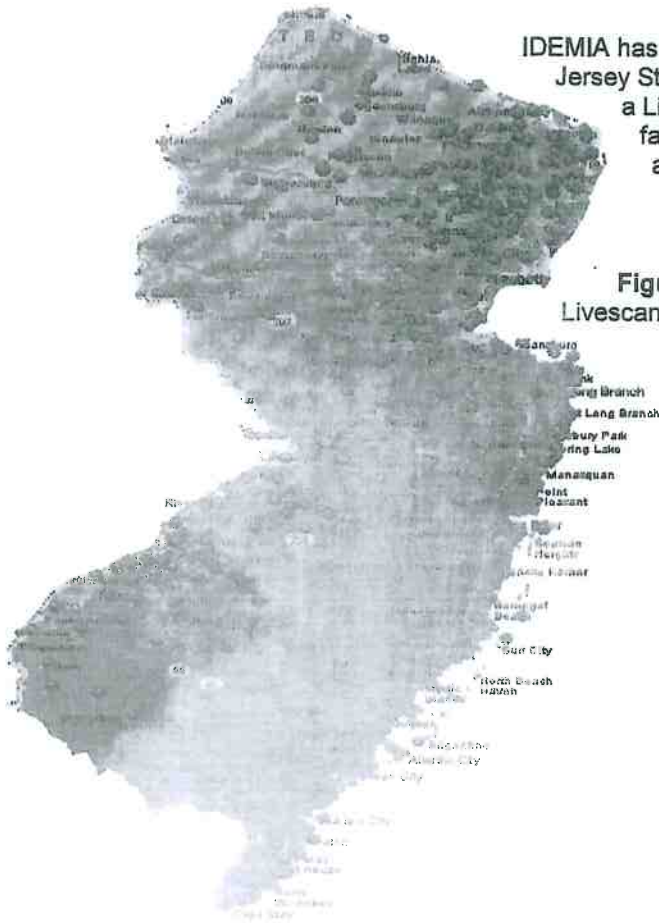
- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Integrated Palmprint Capture ensures compliance with the Federal Sex Offender Registry and Notification Act (SORNA)
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Fingerprinting and mugshot capture seamlessly integrated into the same interface
- ◆ Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ Full compliance with New Jersey State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ All livescan configurations includes on-site installation and training
- ◆ Purchase price includes 3 years of next-day on-site support and parts replacement
- ◆ Eliminate all RFP associated costs by purchasing livescan system off the State of New Jersey State Contract



State of New Jersey Trusted Identification Partner for 31 Years

IDEMIA has been the sole provider of the AFIS System in place at the New Jersey State Police since 1989. IDEMIA is the only vendor who can deliver a Livescan system that is 100% compatible with the NJSP system. In fact, IDEMIA Livescan systems use the same AFIS quality checking algorithms to ensure South Amboy Police Department can submit the highest-quality prints to NJSP and FBI IAFIS/NGI.

Figure 1 shows a map of the state of New Jersey with IDEMIA Livescan installations.



**625+ IDEMIA Livescans
installed in the State of New
Jersey**

IDEMIA's ***In-State Support Organization*** is dedicated solely to the support of New Jersey customers. Our Organization includes both a **LiveScan Support Team** and an **AFIS Support Team** managed by the IDEMIA Operations Manager who is also located in New Jersey.

IDEMIA's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.



Figure 2. IDEMIA's dedicated in-State New Jersey Support Team

****Note: Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640, T650 Series Printers or Xerox Printers are not supported with the new Live Scan System. Please refer to Pricing Table 5 for supported Printer pricing.****

Tenprint/Palmprint Capture with Integrated Mug Photo - Desktop Table 1

New Jersey Comm. Code	Qty	Description	Unit Price
Item #7 204-96-083963	1	Live Scan System Desktop to include: ♦ Live Scan Station Software License ♦ Tenprint/Palmprint 500PPI Scanner ♦ Computer, monitor, keyboard ♦ Signature Capture Pad ♦ Integrated Mug Photo Capture (Digital camera, Software) ♦ NJ specific transmission Software	\$22,532.00
Item #38 204-96-083970	1	Duplex Black & White Fingerprint Card Printer, Double-sided card printing	\$1,421.00
		Installation / On-site Training Warranty: 1 Year On-site Advantage Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site Advantage Solution, 9X5 (Year 2-3) Freight	Included
			\$23,953.00
Annual Maintenance – starting in Year 4			
Live Scan		Maintenance: On-site Advantage Solution, 9X5	\$2,630.00
Printer		Maintenance: On-site Advantage Solution, 9X5	\$175.00

Current shipment of Palm Capture Systems is approximately 30+ days after IDEMIA receipt of purchase order.

Livescan System pricing includes a 1 year warranty and 2 additional years of annual maintenance. Annual Maintenance pricing shown is for Year 4.

IDEMIA's Standard Warranty and Maintenance support includes remote dial in AND on-site support services.

Customer Responsibilities

South Amboy Police Department is responsible for the following:

- ♦ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ♦ Network communications: To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies (to/from NJSP).
- ♦ Obtaining all required authorizations and permissions for connecting to New Jersey State Police (NJSP) AFIS. This includes establishing a network connection and user agreement with NJSP

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ♦ Should South Amboy Police Department desire or require the ability to interface the proposed IDEMIA Livescan with an RMS, IDEMIA will provide South Amboy Police Department an Interface Control Document (ICD) in which the South Amboy Police Department RMS vendor can use to ensure compliance for the interface. If it is determined that the RMS cannot meet the requirements of the ICD, IDEMIA can analyze and quote any specific development needs required to establish the interface between the proposed IDEMIA Livescan and the South Amboy Police Department RMS.
- ♦ An Inter-agency agreement between South Amboy Police Department and NJSP will be in place.
- ♦ South Amboy Police Department will provide all necessary communication to connect to NJSP. This includes, but is not limited to hubs, routers, modems, etc.
- ♦ Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640, T650 Series printers or Xerox Printers are not supported with the new Live Scan System.
- ♦ On-site Installation Services will be scheduled after network connectivity to NJSP has been established and verified.

Installation is contingent upon South Amboy Police Department establishing a network connection and user agreement with the New Jersey State Police (NJSP). South Amboy Police Department shall be responsible for the purchase and installation of all necessary external communications equipment and electrical wiring of the facilities. Permission from the NJSP is required for access to their AFIS network.

The MugPhoto system interfaces directly with the Live Scan Booking System. Front and side profile mug shots are captured through the Live Scan Software and transmitted to the New Jersey State Police's mug shot database at the same time as the tenprint fingerprint card transmission. These mug shots can then be accessed through SBI # from a CJIS terminal. The MugPhoto System features software-driven zooming (in/out) as well as an automated facial cropping feature with the option of manual cropping. The MugPhoto System allows for the capture of front and profile mug shots only (no scars/marks/tattoos) which are then transmitted with the electronic tenprint card, stored in a New Jersey State Police mug shot database, and can be retrieved locally via the South Amboy Police Department CJIS terminal. An interface can be set up to store the mug shots locally, but the majority of the work in setting up this type interface will need to be completed by South Amboy Police Department IT staff. IDEMIA can transmit the ANSI/NIST records to a local South Amboy Police Department-specified e-mail address/server in addition to sending the transmission to the New Jersey State Police. The extraction and storage of the mug shots from the ANSI/NIST records is solely the responsibility of South Amboy Police Department.

Proposal Expiration: December 31, 2020

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Prices are exclusive of any and all state, or local taxes, or other fees or levies. Please direct all order questions and correspondence, including Purchase Order, to:

Jayne Goodall
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@idemia.com | Tel: (714) 575-2956

We look forward to working with you.

Sincerely,



Michael Kato
Vice President of Public Security, State & Local Government - IDEMIA

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 20-269

**RESOLUTION AUTHORIZING THE PURCHASE OF AN EMERGENCY RESPONSE
TRAILER AND BARRICADES**

WHEREAS, three quotes were solicited by the Director of the Office of Emergency Management for the purchase of an Emergency response trailer and barricades; and

WHEREAS, the OEM Director reviewed all quotes and provided his analysis and recommendations; and

WHEREAS, the Finance Director has determined sufficient funds in the amount of \$22,396.25 are available;

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED by the Council of the City of South Amboy, Middlesex County, State of New Jersey, as follows:

1. The purchase of an emergency response trailer for \$20,000 and of barricades for \$2,396.25 from Garden State Highway Products, Inc., 301 Riverside Drive, Millville, NJ 08332.
2. The Mayor and City Clerk are hereby authorized and directed to execute the contract for same.
3. The Mayor and City Clerk are hereby further authorized and directed to take all further action and execute any further documents to give full effect to the contract and its objectives.
6. The City Clerk shall provide certified copies of this Resolution to the Director of OEM and the Acting Purchasing Agent.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$22,396.25 will be available in account: C-04-20-001-011 (\$20,000) and C-04-17-002-006 (\$2,396.25) for the purchase of an emergency response trailer and barricades.

Dan Balka, Chief Financial Officer
Dated:



**GARDEN STATE
HIGHWAY PRODUCTS, INC.**

Garden State Highway Products, Inc.
301 Riverside Dr.
Millville, NJ 08332
856-692-7572 Fax: 856-692-6797

Sales Quote

Page: 1

Sales Quote Number: SQT012300
External Document #: YODOCK ERT
SalesPerson: Abby Abate
Shipment Method: Delivery
Sales Quote Date: 6/24/2020
Payment Terms: Net 30 Days
Email: saoem@southambo
Ship-To Email:

Bill to:
South Amboy, City of
Mark Herdman
140 N. Broadway
South Amboy, NJ 08879

Ship to:
South Amboy, City of
Mark Herdman
140 N. Broadway
South Amboy, NJ 08879

Line #	Item No.	Description	Qty.	Unit Cost	Discount	Amount
1	NONINV	Yodock Emergency Response Trailer 14' Trailer (w/ 24 2001MB WFB)	1 EA	21,696.25		21,696.25
2	FREIGHT_OUT	Freight - Outbound	1 ORDER	700.00		

Sales Quote valid for 30 days from Sales Quote Date

Subtotal: \$ 21,696.25
Invoice Discount: \$ 0.00
Freight \$ 700.00
Tax: \$ 0.00
Total: \$ 22,396.25

Start Safety Inc.

+1 8006719662
sales@startsafety.com
https://startsafety.com



Estimate

ADDRESS

The City of South Amboy, NJ

SHIP TO

South Amboy, NJ 08879

ESTIMATE # 1125

DATE 07/02/2020

EXPIRATION DATE 07/08/2020

SKU	ITEM	QTY	RATE	AMOUNT
	Services			
	Emergency Response Trailer 14' 24 - 2001M barriers included.	1	21,900.00	21,900.00
12233	12233-Yodock Plug Bung Wrench Tool Yodock Plug Bung Wrench Tool	1	15.00	15.00

Please contact Carl at 833-717-2275 for assistance.
Preferred payment method is electronic bank transfer
Start Safety inc. terms are Prepay via CC, AFT or check.
This estimate will expire.

SUBTOTAL 21,915.00
SHIPPING 850.00
TOTAL USD 22,765.00

Accepted By

Accepted Date

TRINITY HIGHWAY RENTALS, INC. dba

THE YODOCK WALL COMPANY

Sales Quotation # SOUTHAMBOYEM-S

Quote Ent: 6/30/20
Ship Plt: 585

900 Patterson Dr

Bloomsburg, PA 17815

Phone: 570-380-2856

Fax: 570-380-2859

For: SOUTH AMBOY EMERGENCY : Project:
job#

Cust: PO: TBD

Contact: MARK HERDMAN

Phone #: 732-588-5830

Ship: 140 NORTH BROADWAY

Comments:

SOUTH AMBOY, NJ 08879

Sales Person: 924 - A. BRUHN

Entered By: e gregory

Certs: 4 - None

Let Date: 6/30/20

Rel to Sched: n/a

Init Arrival: 8/9/20

SO Complete: 8/9/20

Tax State: 30 - NEW JERSEY

Use State: 30 - NEW JERSEY

Tax Exempt: No

Exempt #:

Est. Trk Lds: 0.00

Ship Partial: No

Ship Via

2 - LTL

Frt: 1 - Included

Credit: Net 30 days - Pending Credit Apprc

Credit Rmks:

Qty	Description	Price	Ext Price	Wt	Ext Wt
1	148000B PLUG WRENCH	10.00	10.00	1.00	1.00
1	148004B FEE/CHRG-FREIGHT	1,100.00	1,100.00	1.00	1.00
12	148006B YODOCK 2001M-NATURAL 32	0.00	0.00	1.00	12.00
12	148007B YODOCK 2001M-ORANGE 32"	0.00	0.00	1.00	12.00
1	148041B TRAILER-EMERG RSPNCE 14'	23,200.00	23,200.00	1.00	1.00
Total Price(USD)			24,310.00		27.00

Weight is in Pounds

Qualifications

TRINITY HIGHWAY RENTALS, INC. dba

THE YODOCK WALL COMPANY

Sales Quotation # SOUTHAMBOYEM-S

Quote Ent: 6/30/20
Ship Plt: 585

900 Patterson Dr Bloomsburg, PA 17815 Phone: 570-380-2856 Fax: 570-380-2859

14' EMERGENCY RESPONSE TRAILER WITH 20 2001M

DUE TO CORONAVIRUS, LEAD TIME IS NOT AVAILABLE

CUSTOMER IS RESPONSIBLE FOR UNLOADING, INSTALLING AND FILLING UNITS WITH WATER.

WHEN ACCOMPANIED BY FENCE PANELS, EACH BARRICADE SHOULD BE COMPLETELY FILLED WITH WATER FOR OPTIMAL PERFORMANCE.

ROCK SALT IS **RECOMMENDED** FOR WINTER CONDITIONS, TO KEEP BARRICADES FROM FREEZING.

PRICE OF FREIGHT MAY BE SUBJECT TO CHANGE BASED ON THE PRODUCT, QUANTITY, DELIVERY LOCATION, WEATHER CONDITIONS, AND FUEL COSTS.

FREIGHT IS QUOTED VIA TRINITY INTERNAL DRIVERS. FREIGHT RATE WILL CHANGE IF UNION DRIVERS ARE NEEDED.

25% RESTOCKING FEE WILL BE CHARGED FOR CANCELED ORDERS.

THIS QUOTE IS VALID FOR 30 DAYS.

Acceptance and Delivery Info

This Quote is offered for your Acceptance on or before 07/10/2020 with shipment release at the time of acceptance and delivery complete by 08/09/2020.

The prices shown are quoted F.O.B. Origin with freight Included.

Art Bruhn

Phone: 570-380-2856

Fax: 570-380-2859

Arthur.Bruhn@trin.net

This Sales Quotation is subject to the Terms and Conditions of Sale attached hereto. Prices are subject to increase at the time of shipment resulting from material, freight or processing cost escalation. If the shipment is deferred beyond the quoted date (s) for any reason, quoted prices are subject to increase. Order acceptance contingent upon material availability, credit approval, and shipping space availability at the time of order placement. Any sales order(s) entered into by the Buyer and TRINITY HIGHWAY RENTALS, INC. dba THE YODOCK WALL COMPANY ("Seller") will be governed by a Purchase Order Acknowledgement issued by Seller and accepted by Buyer and the terms and conditions set forth in the Purchase Order Acknowledgment.

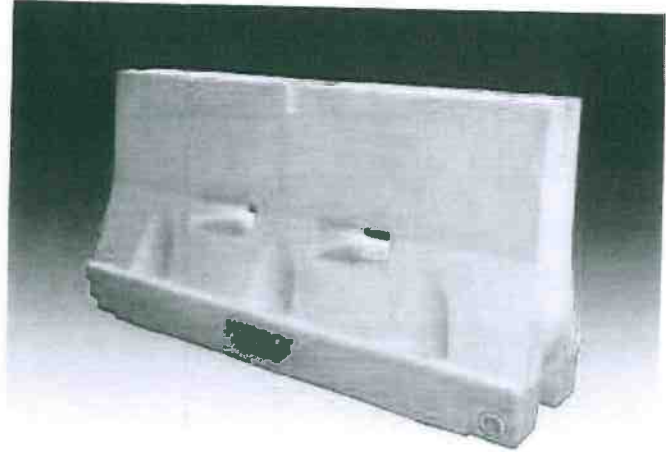
Quick Facts

Model 2001 Barricade
Model 2001MB Barricade

Yodock® 2001 Barricade

Specifications*

- 6' Length
- 24" Width
- 46" Height
- Empty: 130 lbs.
- Full: 1,500 lbs.
- Capacity: 180 gallons
- Full Truckload: 80 units
- Freight Class: 250



FHWA Eligibility

- Tested to B97 Barrier Wall TL2 & TL3 with 350 Rail Kit
- Tested to WZ106/WZ106A Longitudinal Channelizing Device
- Tested to WZ107 Barricade
- Tested to WZ107 Type III Barricade
- Tested to WZ127 Temporary Sign Support

Yodock® 2001MB Barricade

Specifications*

- 6' Length
- 18" Width
- 32" Height
- Empty: 85 lbs.
- Full: 900 lbs.
- Capacity: 100 gallons
- Full Truckload: 144 units
- Freight Class: 250



FHWA Eligibility

- Tested to B97A Barrier Wall TL-2 with 350 Rail Kit
- Tested to WZ106/WZ106A Longitudinal Channelizing Device
- Tested to WZ107 Type III Barricade.
- Tested to WZ22/WZ107 Barricade
- Tested to WZ127 Temporary Sign Support



TrinityHighwayRentals.com

*All dimensions, weights, capacities, and other data contained in the tables above are nominal and subject to change.

Quick Facts

Model 2001M Barricade
Model 2001SL Barricade
Aerocade Barricade

Yodock® 2001M Barricade

Specifications*

- 6' Length
- 18" Width
- 32" Height
- Empty: 80 lbs.
- Full: 750 lbs.
- Capacity: 80 gallons
- Full Truckload: 168 units
- Freight Class: 250



FHWA Eligibility

- Tested to B97 Barrier Wall TL-2 with 350 Rail Kit
- Tested to WZ106/WZ106A Longitudinal Channelizing Device
- Tested to WZ22/WZ107 Barricade
- Tested to WZ107 Type III Barricade
- Tested to WZ127 Temporary Sign Support

Yodock® 2001 SL Barricade

Specifications*

- 6' Length
- Width
 - 12" (not including tie down flanges)
 - 20" (including tie down flanges)
- 18" Height
- Empty: 38 lbs.
- Full: 330 lbs.
- Capacity: 35 gallons
- Full Truckload: 320 units
- Freight Class: 250



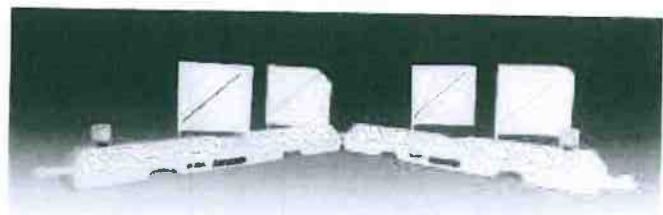
Federal Eligibility

- Tested to WZ220 Longitudinal Channelizing Device

Aerocade® Barricade

Specifications*

- 8' Length
- 10" Width
- 10" Height
- Empty: 20 lbs.
- Full: 205 lbs.
- Capacity: 22 gallons
- Full Truckload: 360 units
- Freight Class: 250



Designed to meet FAA Advisory Circular 150/5370-2G



North Regional Office
900 Patterson Drive
Bloomsburg, PA 17815
(888) 496-3625

Southeast Regional Office
1490 Westfork Drive, Suite A
Lithia Springs, GA 30122
(770) 947-5103

Southwest Regional Office
2001 Brennan Avenue
Fort Worth, TX 76106
(817) 624-0007

Mid-Atlantic Regional Office
7100 Holladay Tyler Road, Suite 234
Glenn Dale, MD 20769
(888) 496-3625

Florida Regional Office
1963 West McNab Road
Pompano Beach, FL 33069
(954) 984-4494

*All dimensions, weights, capacities, and other data contained in the tables above are nominal and subject to change.

Barricades



**Yodock® Emergency
Response Trailer**



TRINITY

RENTALS

Yodock® Emergency Response Trailer

The Yodock® Emergency Response Trailer (ERT) package is designed to provide rapid and more efficient deployment of Yodock® barricades during an emergency. Ideal applications include hazardous material spills, traffic management, restricted access, fires, flooding, and other emergency response situations. Customizable ERT trailers are fitted with Yodock® 2001, 2001M, 2001MB, or 2001SL barricades. Additional equipment such as pumps, hoses, dollies, lights, fence, signage, and longitudinal barrier reinforcement kits can be included.

Markets Served

- County Emergency Management
- Police, Fire & Rescue
- Military Bases
- DOT
- Federal Emergency Response Agencies

Applications

- Road Closures
- Traffic Channelization
- Emergency Perimeter Containment
- Security Checkpoints
- Events & Crowd Control
- Rapid Deployment & Evacuations

Specifications

Yodock® ERT 10' Foot:

- Maximum 2001 barricades: 8
- Maximum 2001M barricades: 18
- Maximum 2001MB barricades: 15

Yodock® ERT 14' Foot:

- Maximum 2001 barricades: 12
- Maximum 2001M barricades: 24
- Maximum 2001MB barricades: 20

Yodock® ERT 18' Foot:

- Maximum 2001 barricades: 16
- Maximum 2001M barricades: 36
- Maximum 2001MB barricades: 30

Assembly and Maintenance

- Barricades are stackable for more efficient transportation and storage.
- Forklift access designed for easier loading and unloading.
- Trailer package is its own self-contained storage unit.



An original  YODOCK® product.

Distributed by:



TrinityHighwayRentals.com

4-19

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 20-270

**RESOLUTION AWARDING CONTRACT FOR THE
VARIOUS ROAD IMPROVEMENTS IN 2020
PM CONSTRUCTION**

WHEREAS, sealed bids were received by the City of South Amboy on August 6, 2020 for milling and paving on various streets; and

WHEREAS, City Engineer, Mark Rasimowicz, reviewed all bids and provided their analysis and recommendations as set forth on the attached chart; and

WHEREAS, the Finance Director has determined sufficient funds in the amount of \$475,756.75 are available as evidenced by the Finance Director's certification, attached;

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED by the Council of the City of South Amboy, Middlesex County, State of New Jersey, as follows:

1. The contract for the milling and paving on Augusta, First and Second Streets is hereby awarded to PM Construction, 1310 Central Ave, Hillside, NJ 07205.
2. The Mayor and City Clerk are hereby authorized and directed to execute the contract for same.
3. The certified checks or bid bonds of the successful bidder PM Construction, Inc., 1310 Central Ave, Hillside, NJ 07205 and the next two lowest bidders Black Rock Enterprises, 1316 Englishtown Road, Old Bridge, NJ 07727 and S Brothers General Contractors, PO Box 317 South River, NJ 08882 are to be returned upon the receipt of a fully executed contract and other required documents.
4. The Mayor and City Clerk are hereby further authorized and directed to take all further action and execute any further documents to give full effect to the contract and its objectives.
5. The City Clerk shall provide certified copies of this Resolution to all bidders, the City Engineer and City Law Director.

Certification of Funds:

I, Daniel Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$475,756.75 will be available in account: _____, Milling and Paving.

Daniel Balka, Chief Financial Officer
Dated:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 20-271

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PURCHASE OF TWO E-ONE TYPHOON MODEL FS19JC05 FIRE APPARATUS THROUGH THE HOUSTON GALVESTON AREA COUNCIL ("H-GAC") COOPERATIVE PURCHASING PROGRAM

WHEREAS, The City of South Amboy is organized and exists pursuant to the provisions of NJSA 40:63-68 et seq., and constitutes a public body corporate and politic of the State of New Jersey; and

WHEREAS, the City of South Amboy desires to increase to the safety and security of its residents; and

WHEREAS the City of South Amboy is desirous of acquiring two new E-one Typhoon model FS19JC05 fire apparatus to aid in the ability to keep its residents safe; and

WHEREAS, the City of South Amboy is a member of the H-GAC, and

WHEREAS, public bids are not required when the purchase is under a National Contract in accordance with N.J.S.A. 52;34-6.2(b)(3), of the Local Public Contracts Law;

WHEREAS, the Finance Director has determined sufficient funds in the amount of \$1,139,385 are available; and

WHEREAS, execution of the contract to deliver these goods and services requires the authorization of the South Amboy City Council;

NOW THEREFORE BE IT RESOLVED by the City of South Amboy as follows:

1. The purchase of Truck 1 for \$568,856.00 and of Truck 2 for \$570,529.00 for a total of \$1,139,385 from Absolute Fire Protections, 2800 Hamilton Blvd., South Plainfield, NJ 07080, a dealer for E-One Inc., 1601 SW 37th Avenue, Ocala, FL 34474.
2. The Mayor and City Clerk are hereby authorized and directed to execute the contract for same.
3. The Mayor and City Clerk are hereby further authorized and directed to take all further action and execute any further documents to give full effect to the contract and its objectives.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$1,139,385 will be available in account: C-04-20-001-009 for the purchase of two fire trucks.

Dan Balka, Chief Financial Officer
Dated:

CITY OF SOUTH AMBOY

NOTICE OF INTENT TO AWARD A CONTRACT UNDER A NATIONAL COOPERATIVE PURCHASING AGREEMENT

The City of South Amboy intends to participate in the Houston-Galveston Area Council ("H-GAC") Cooperative Purchasing Program for the purchase of:

Two (2) E-One Typhoon model FS19JC05 Fire Apparatus

The FS12-19 Fire Service Apparatus contract was awarded by the H-GAC. Information regarding the contract may be found on the H-GAC website: www.hgacbuy.org (more specifically <http://hgacbuy.org> then search for FS12-19).

The City of South Amboy joined the Houston-Galveston Area Council ("H-GAC") Cooperative Purchasing Program on September 20, 2017. The City's initial contract term with H-GAC ran from September 20, 2017 through December 31, 2017, with automatic annual renewals.

The City of South Amboy anticipates entering contract on August 19, 2020. It is the intent of the Governing Body to make the contract award to Absolute Fire Protection 2800 Hamilton Blvd., South Plainfield, NJ, 07080, a dealer for E-One Inc. 1601 SW 37th Avenue, Ocala, FL 34474, pursuant to the proposal submitted in response to the H-GAC request for sealed bids.

The term of the contract between H-GAC and E-One, Inc. is December 1, 2019 through November 30, 2021.

The City of South Amboy is authorized to award this contract under the authority of N.J.S.A. 52:34-6.2(b)(3).

Comment period ends 10 days after ad printing.

Kristal Manion
Purchasing
City of South Amboy

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION #20-272

**RESOLUTION CANCELLING REAL
PROPERTY TAX BILL FOR BLOCK 74, LOT 24**

WHEREAS, the real property known and designated as Block 74, Lot 24, on the Tax Map of the City of South Amboy also known as Henry St; and

WHEREAS, the City of South Amboy, a tax-exempt entity foreclosed on Block 74, Lot 24 on March 17, 1989; and

WHEREAS, the Tax Collector is desirous to have the taxes records corrected; and

WHEREAS, the Tax Collector recommends that the 3rd & 4th quarter 2020 and the 1st & 2nd quarter 2021 property taxes be canceled to reflect the tax-exempt status of the property;

NOW, THEREFORE, BE AND IT IS, HEREBY RESOLVED by the Council of the City of South Amboy, Middlesex County, New Jersey, as follows:

1. The property taxes on Block 74, Lot 24 3rd & 4th quarter 2020 and the 1st & 2nd quarter 2021 property taxes be canceled.
2. The Tax Assessor and Tax Collector are hereby directed to take the necessary action to the tax records to reflect the ownership and tax-exempt status of Block 74, Lot 24.
3. The Municipal Clerk is hereby directed to serve certified true copies of this Resolution upon the South Amboy Tax Assessor, the South Amboy Tax Collector.

CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX

RESOLUTION 20-273

Resolution Authorizing the Mayor or his designee to engage the services of AccuScan to digitize certain public records for the City of South Amboy

WHEREAS The City of South Amboy is organized and exists pursuant to the provisions of NJSA 40:63-68 et seq., and constitutes a public body corporate and politic of the State of New Jersey; and

WHEREAS the City of South Amboy is obligated to archive and maintain certain public records; and

WHEREAS the City of South Amboy desires to move toward complete digital archiving of all of the public records in its care in several phases: and

WHEREAS the City of South Amboys has made provisions in the FY 2020 budget to begin the process of establishing a digital archive for public records: and

WHEREAS the process of creating a digital archive will provide a safe, accurate, and stable environment in which to secure public records; and

WHEREAS the services of AccuScan are available under the terms and provisions of NJ State Contract, and

WHEREAS public bids are not required when the purchase is under a State Contract in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law: and

WHEREAS execution of the contract to deliver these goods and services requires the authorization of the South Amboy City Council;

NOW, THEREFORE BE IT RESOLVED by the City of South Amboy as follows:

The City Council hereby authorizes the City Administration to disburse an amount not to exceed fifty-five thousand dollars (\$55,000) for this purpose; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute any necessary agreements with AccuScan to provide phase 1 digital archive services to the City of South Amboy.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$55,000 will be available in account: 0-01-44-900-600 for the digitalization of records.

Dan Balka, Chief Financial Officer

Dated

ACCU SCAN

digital archival solutions

July 15, 2020

Glenn Skarzynski
Business Administrator
South Amboy City
140 N. Broadway
South Amboy, NJ 08879

**New Jersey State Approved Co-op # 65MCECCPS
RFP# ESCNJ 16/17-48 Bid Term: 7/1/2017-6/30/2020
Extended to 6/30/2022**

Dear Mr. Skarzynski:

Thank you for asking me to submit a proposal for scanning and digitally storing the construction records from South Amboy City. There are many advantages of electronic storage of the City's records. Advantages of electronic storage include:

- Eliminates loss of records due to deterioration
- Reduces Storage Space
- Permits hands free archiving and retrieval
- Disaster proofs against fire, theft, vandalism, flood or insects or mold
- Makes OPRA Response more efficient

In order for South Amboy City to dispose of the records the City must get Registered by the State Record Committee and NJ DORES. The Registration permits the destruction of records with required retention remaining. Without Registration South Amboy is required to maintain the paper records for the full retention period as stated in the State retention schedules.

AccuScan is a NJ DORES Inspected Vendor and will write all the required narratives (feasibility study, data migration plan, disaster preparedness and recovery plan) and attend the necessary NJ DORES Registration meeting where South Amboy will be registered. AccuScan guarantees that South Amboy will get Registered.

The City's records will be scanned according to all NJ DORES requirements and stored on the cloud document management system Image Silo. The scanned information will be compliant with NJ DORES requirements and will be migratable or movable to any other State compliant system.

South Amboy has acquired their records over many years. It is perhaps unrealistic to expect to convert all records in a single year. My suggestion is consider doing the project in increments. This will serve to get the project started and get a more accurate idea of scope for the entire project. We will handle all aspects of this project from pick up through scanning, getting South Amboy Registered by NJ DORES and then shredding after State approval is granted.

Construction Records

Description	Estimated Qty	Cost Per	Estimated Total
Pick Up & Delivery	1	\$120.00	\$120.00
Document Prep*	485	\$17.00	\$8,245.00
Scanning of Paper**	232,800	\$0.074	\$17,227.20
Data Entry (Indexing)	35,000	\$0.10	\$3,500.00
Migration Path (Searchable PDF-A)	232,800	\$0.025	\$5,820.00
Boxes and Boxing of Records	25	\$6.00	\$150.00
Shredding	3,395	\$0.27	\$916.65
Estimate Project Cost			\$35,978.85

*Document prep is an hourly charge for the removal of staples / paper clips to enable scanning.

**The actual number of images will determine the project cost.

Based on the fact that the boxes will be purged of the blueprints it is possible that the above stated estimate of images to be scanned is high. When the project is completed AccuScan will complete the Artemis submissions where approval will be granted for destruction of the scanned paper records.

Below is the cost of the cloud based document management system for storing and accessing the scanned construction records.

Image Silo (Cloud/Web Based Document Management System)

Description	Cost Per	Quantity	Estimated Total
ImageSilo Monthly**	\$39.00	5	\$195.00
Estimated Annual Charge			\$2,280.00

Mr. Skarzynski, I again thank you for your time. I am eager to earn your business. Please call me if you have questions or would like to proceed.

Sincerely,

Arthur J. Staerk
 Account Executive
Art@GetAccuScan.com
 609-410-4540

AccuScan Company Information

AccuScan is a scanning and document management company located in Edgewater Park, Burlington County, NJ. We have been in business since 1996. AccuScan scans all size documents from record files to oversize blueprints. We offer document management systems that can be web based or premise based. We are the vendor of choice of government entities (school districts, MUA's, municipalities, community colleges) in all NJ Counties.

All work is completed by AccuScan in New Jersey by AccuScan employees that have been screened and passed background checks. **No work is ever sent outside the United States.**

Educational Services Commission of New Jersey Purchasing Cooperative

AccuScan was chosen by the ESC of New Jersey (ESCNJ) Purchasing Co-operative (formerly MRESC) as their vendor for scanning and document management. ESCNJ is a New Jersey State approved purchasing co-operative. The selected was based on industry experience, most success with obtaining NJ DORE Registration for government entities and customer satisfaction. Government entities may use AccuScan's services through the ESCNJ without the meeting the customary requirement of obtaining bids or quotes.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION #20-274

**RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR 2017 PINE AVENUE
PEDESTRIAN & ROAD IMPROVEMENTS**

WHEREAS, the City of South Amboy adopted Resolution#91-2019, which awarded the contract for 2017 Road Improvements to Z Brothers Concrete; and

WHEREAS, the Project Engineer Mark J. Rasimowicz, P.E., P.P., C.M.E. has recommended and approved a change order which is set forth in Change Order No.1, approved by project engineer on July 31, 2020 attached; and

WHEREAS, the original amount of the Contract was \$661,125.14; and

WHEREAS, the deleted and adjusted additional contract items for Change Order No. 1 attached in the decreased amount of \$16,023.82 for a total contract price of \$645,101.32; and

WHEREAS, the Project Engineer has inspected the project and recommends payment to Z Brothers Concrete, subject to the advice of the City Law Director.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, Middlesex County, New Jersey, as follows:

1. Change Order No. 1, approved by the Project Engineer on July 31, 2020, in the total decreased amount of \$16,032.82 resulting in an adjusted amount of \$645,101.32.
2. The Mayor or Business Administrator is hereby directed to execute Change Order No.1 on behalf of the City of South Amboy and payment in accordance therewith is hereby approved.

CENTER STATE ENGINEERING

481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831

T 732.605.9440 F 732.605.9444

August 10, 2020

City of South Amboy

ATTN: Glenn Skarzynski, Business Administrator

140 North Broadway

South Amboy, New Jersey 08879

**RE: South Amboy Pine Avenue Pedestrian & Roadway Improvements
NJDOT Municipal Aid-FY 2017
City of South Amboy, Middlesex County, New Jersey
Change Order #1
Z Brothers Concrete Contractors**

Dear Mr. Skarzynski;

Our office has received four original, signed copies of Change Order No. 1 request from Z Brothers Concrete for the above captioned construction project.

This change order will adjust the contract (-2.43%) for construction improvements on Pine Avenue and will **decrease** the project total by \$16,023.82 to \$645,101.32.

By copy of this letter to the City Clerk, with original copies of the executed change order documents, it is requested that this matter be scheduled for discussion and action by the City Council at the next Council meeting. Upon approval by the City Council, same will need to be executed by the City and processed with the NJDOT for formal discussion and acceptance.

If you should have any questions or require further information regarding this matter, please contact our office.

Very Truly Yours,



Mark J. Rasimowicz, PE, PP, CME

South Amboy, City Engineer

Enclosure as noted

CC: Daniel Balka, CFO, City of South Amboy
Deborah Brooks, Clerk, City of South Amboy (with 4 original copies of enclosure) ✓
Z Brothers Concrete Contractors

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER – 1
STATE AID PROJECT

Project	Pine Avenue Pedestrian & Roadway Improvements NJDOT Municipal Aid – FY 2017
Municipality	City of South Amoboy
County	Middlesex
Contractor	Z Brothers Concrete Contractors

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required)

- Remove and/or Reduce unnecessary bid items from the contract.
- Add and/or Increase specific bid items and quantities from the contract.
- Added the installation of Thermoplastic Handicap Stripes and Symbol (2 Units) for residents with authorized Handicap Accessible Parking Spots at Item A44.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
4	Traffic Police Allowance	.64	\$30,000.00	\$19,106.91
5	Asphalt Price Adjustment	(\$5,000.00)	\$5,000.00	(\$5,000.00)
6	Fuel Price Adjustment	(\$5,000.00)	\$5,000.00	(\$5,000.00)
7	Removal of Pavement	(1,724.89 SY)	\$9.00	(\$15,524.01)
8	Excavation Test Pit (if & where)	(2 Units)	\$0.01	(\$0.02)
9	I-13 Soil Aggregate (if & where)	(100 Tons)	\$0.01	(\$1.00)
10	DGA Base Course 4"	(2,360 SY)	\$0.01	(\$23.60)
11	Milling 2" Depth	(200 SY)	\$3.00	(\$600.00)
12	Hot Mix Asphalt Base Course 4"	(1,273.89 SY)	\$25.00	(\$31,847.25)
13	Hot Mix Asphalt, Leveling Course (if & where)	(80 Tons)	\$84.25	(\$6,740.00)
14	Hox Mx Asphalt Surface Course 2"	327 Tons	\$85.50	\$27,958.50
15	Stamped Concrete 8"	(10 SF)	\$27.50	(\$275.00)
16	Reset Casting Inlet Using Existing Casting	(10 Units)	\$450.00	(\$4,500.00)
18	Reconstruct Inlet Using New Casting	6 Units	\$1,600.00	\$9,600.00
19	Curb Pieces	(9 Units)	\$380.00	(\$3,420.00)
20	Bicycle Safety Grate (if & where)	(3 Units)	\$280.00	(\$840.00)
21	Concrete Sidewalk 4"	(466 SF)	\$7.15	(\$3,331.90)
22	Concrete Paver Sidewalk	(15 SF)	\$22.00	(\$330.00)
23	Concrete Driveway 6" Reinforced	195 SF	\$7.70	\$1,501.50
24	Detectable Warning Surfaces	2 Units	\$330.00	\$660.00
25	Concrete Curb	(52 LF)	\$27.00	(\$1,404.00)

26	Traffic Stripes Thermoplastic 4"	2,780 LF	\$0.60	\$1,668.00
27	Traffic Stripes Thermoplastic 6"	1,284 LF	\$0.95	\$1,219.80
28	Traffic Stripes Thermoplastic 24"	123 LF	\$3.55	\$436.65
29	Curb Stripe Epoxy Resin (if & where)	(600 LF)	\$1.10	(\$660.00)
30	Traffic Markings Thermoplastic	(3 Units)	\$121.00	(\$363.00)
31	Traffic Sign R1-1 (if & where)	(2 Units)	\$247.50	(\$495.00)
32	Reset/Relocate Traffic Sign (if & where)	(9 Units)	\$110.00	(\$990.00)
33	Reset/Relocate Street Sign (if & where)	(3 Units)	\$165.00	(\$495.00)
34	Project ID Sign	(1 Unit)	\$0.01	(\$0.01)
35	Miscellaneous Concrete (if & where)	(10 CY)	\$1.00	(\$10.00)
36	Reset Valve Box (if & where)	(8 Units)	\$0.01	(\$0.08)
37	Reset Clean Out Sanitary (if & where)	(8 Units)	\$0.01	(\$0.08)
40	Trimmin Tree (if & where)	(2 Units)	\$0.01	(\$0.02)
41	Root Grinding (if & where)	(1 Unit)	\$0.01	(\$0.01)
42	Topsoiling 2"	195.30 SY	\$6.00	\$1,171.80
43	Sodding	195.30 SY	\$10.00	\$1,953.00
A44	Handicap Stripes/Symbol	2 Units	\$275.00	\$550.00

Amount of Original Contract \$ 661,125.14

Adjusted amount Based on Change Orders 1. \$ 645,101.32

Extra	\$ <u>65,276.16</u>
Supplemental	\$ <u>550.00</u>
Reduction	\$ <u>(81,849.98)</u>
Total Change	\$ <u>(16,023.82)</u>

% Change in Contract
 [(+) Increase or (-) Decrease] (2.43) %

8/3/2020
 (Date)

Approved: _____
 District Manager (Date)

Bureau of Local Aid

Mark J. Rasimowicz, PE,
 City of South Amboy Engineer

City of South Amboy

(Date)

Z Brothers Concrete Contractors
 Contractor

7/28/2020
 (Date)

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION #20-275

Plenary Retail Consumption License No. 1220-33-032-002 renewal 2019-2020
B 536 Symposium LLC

WHEREAS, the application for renewal of Plenary Retail Consumption License No. 1220-33-032-002 for the period July 1, 2019 to June 30, 2020 has been received; and

WHEREAS, the submitted renewal application forms are complete in all respects, renewal fees have been paid and tax clearance has been received pursuant to P.L. 1995, Chapter 161;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the City Council of the City of South Amboy, New Jersey, that the Plenary Retail Consumption License No. 1220-33-032-002 for the period July 1, 2019 to June 30, 2020 be in accordance with the Alcoholic Beverage Law, N.J.S.A. 33:1-3.1, et seq.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX:**

RESOLUTION NO. 20-276
TAX REFUND - ULLAH

WHEREAS, a duplicate payment was made by Waqar Ullah for 3rd quarter property taxes resulting in a duplicate tax payment on Block 128 Lot 7 in the City of South Amboy, County of Middlesex in the amount of \$2089.26; and

WHEREAS, the tax collector has certified the above payment has been made and is on file in the tax collector's office; and

WHEREAS, Waqar Ullah has requested a refund;

NOW, THEREFORE be it resolved by the Governing Body of the City of South Amboy, Middlesex County, New Jersey, that the Chief Financial Officer be and the same is hereby authorized to issue a check in the amount of \$2089.26 and the Tax Collector is hereby authorized to adjust the tax records to reflect a refund in the amount of \$2089.26

Waqar Ullah
354 Sixth St
South Amboy, NJ 08879

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX:**

RESOLUTION NO. 20-277
TAX REFUND – RODRIGUEZ (ELEVATED TITLE LLC)

WHEREAS, a payment was made by Elevated Title LLC on behalf of Candee Rodriguez due to a refinancing of property resulting in a duplicate tax payment on Block 148, Lot 22.01 in the City of South Amboy, County of Middlesex in the amount of \$2341.12 on the 3rd quarter of 2020; and

WHEREAS, the tax collector has certified the above payment has been made and is on file in the tax collector's office; and

WHEREAS, Candee Rodriguez has requested a refund;

NOW, THEREFORE be it resolved, by the Governing Body of the City of South Amboy, Middlesex County, New Jersey, that the Chief Financial Officer be and the same is hereby authorized to issue a check in the amount of \$2341.12 and the Tax Collector is hereby authorized to adjust the tax records to reflect a refund in the amount of \$2341.12

Candee Rodriguez
290 Conover St
South Amboy, NJ 08879

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO.20-278

**RESOLUTION AUTHORIZING A
CONTRACT WITHOUT PUBLIC ADVERTISING DUE TO AN
EMERGENCY SEWER MAIN REPAIR ON JOHN ST.**

WHEREAS, N.J.S.A. 40A:11-6 authorizes a public entity to contract without public advertising for bids, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and,

WHEREAS, Mark J. Rasimowicz, P.E., P.P., C.M.E., Director, Department of Engineering, City of South Amboy, reported, July 14, 2020, that a sanitary sewer emergency occurred on John St.; and

WHEREAS, the August 7, 2020 report of the City Engineer is attached to and incorporated into this Resolution; and,

WHEREAS, Mark J. Rasimowicz, P.E., P.P., C.M.E., Director, Department of Engineering and Glenn Skarzynski, Business Administrator, declared that an emergency existed and invoked the emergency contract provisions of N.J.S.A. 40A:11-6; and,

WHEREAS, City Engineer, Mark J. Rasimowicz, P.E., P.P., C.M.E. and Business Administrator, Glenn Skarzynski, contracted with B&W Construction Co. of NJ to perform a sanitary sewer system repair; and

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Council of the City of South Amboy, Middlesex County, New Jersey, as follows:

1. Glenn Skarzynski, the City Business Administrator, and Mark J. Rasimowicz, P.E., P.P., C.M.E., the City Engineer, properly invoked the provisions of N.J.S.A. 40A:11-6 and contracted with B&W Construction Co. of NJ., to make an emergency sanitary sewer system repair on John St., South Amboy, New Jersey, for a total price of \$34,925.27.

2. The aforesaid contract between the City of South Amboy and B&W Construction Co. of NJ is ratified.

3. Upon the furnishing of such labor and materials in accordance with the terms of the contract, the contractor shall be entitled to be paid therefore.

CENTER STATE ENGINEERING

481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831
T 732.605.9440 F 732.605.9444

August 7, 2020

Glenn Skarzynski, Business Administrator
City of South Amboy
140 N. Broadway
South Amboy, NJ 08879

RE: *Emergency Sanitary Sewer and Storm Sewer Repair*
John Street
CSE# SA20-001
Recommendation of Payment

Dear Mr. Skarzynski:

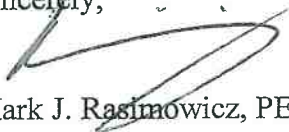
On July 14, 2020, the South Amboy Public Works Department, along with this office, responded to investigate a report of a sink hole on John Street. Upon investigation and inspection of the sewer, it was revealed that the City sanitary and storm sewer systems were compromised and in need of emergency repair.

This incident required an emergency response as it was an emergency condition affecting the public's health, safety and welfare. Pursuant to the provisions of NJSA 40A:11-6 and NJAC 5:34-6.1, the emergency response was contracted to B&W Construction Co. of NJ, Inc. to immediately respond to and repair the City sanitary and storm sewer systems. Due to the emergency nature this response required the immediate performance of services and pursuant to the provisions of NJSA 40A:11-6 and NJAC 5:34-6.1 the work was authorized.

Attached please find invoice # 05-020 from B&W Construction Co. of NJ, Inc. for the repair of the City sanitary and storm sewer systems on John Street from July 14, 2020 thru July 27, 2020. It is the recommendation of this office that the attached Invoice from B&W Construction Co. of NJ, Inc. in the total amount of \$34,925.27 be paid.

Please do not hesitate to contact this office should you require anything further.

Sincerely,



Mark J. Rasinowicz, PE, PP, CME
City Engineer

MJR/dh

Cc: Dan Balka, CFO (w/ original encls)
Deborah Brooks, City Clerk (w/ encls)
Kristal Manion (w/ encls)
Leonard Moffa, CPWM, DPW (w/ encls)

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION #20-279

WHEREAS, the applications for the license holders set forth on Schedule A, attached, have been received for renewal of Plenary Retail Consumption Licenses, Plenary Retail Distribution Licenses and Club Licenses for the period July 1, 2020 to June 30, 2021; and

WHEREAS, the submitted renewal application forms are complete in all respects, renewal fees have been paid and tax clearance has been received pursuant to P.L. 1995, Chapter 161;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the City Council of the City of South Amboy, New Jersey, that the Class C. Licenses referred to in the attached Schedule A, which is hereby incorporated into this Resolution, be renewed and the City Clerk is hereby directed to issue license certifications to these Licenses for the period July 1, 2020 to June 30, 2021, provided the renewal is in accordance with the Alcoholic Beverage Law, N.J.S.A. 33:1-3.1, et seq., and the rules and regulations issued pursuant to the Act.

**SCHEDULE "A"
2020-2021**

PLENARY RETAIL CONSUMPTION LICENSES:

<u>License Number</u>	<u>Issued To:</u>
1. 1220-33-031-004	114 Broadway Corporation t/a Blue Moon 114 So. Broadway
2. 1220-33-011-005*	Chamois, LLC t/a iClub35 2090 Route 35 South Amboy, NJ 08879
3. 1220-33-024-005	South Amboy Elks Lodge #784 t/a South Amboy Elks Lodge 784 601 Washington Ave.
4. 1220-33-016-003	Rayanne, LLC t/a Lagoda's Saloon 109 South Broadway
5. 1220-33-037-006	Double Nickel LLC
6. 1220-33-035-011	JRK Ventures, LLC t/a Raise the Bar

117-119 North Broadway

PLENARY RETAIL DISTRIBUTION LICENSES:
License Number

1. 1220-44-030-004
2. 1220-44-034-005
3. 1220-44-019-004
4. 1220-44-039-004
5. 1220-44-036-006

Issued To:

Stevens Avenue Deli & Liquor LLC
250 North Stevens Avenue

Amboy Food Liquor & News, Inc.
t/a Krauszlers
101 North Broadway

Krauszlers Food and Liquor, Inc.
t/a Krauszlers Food and Liquor
717-717A Bordentown Avenue

A & D Convenience Store, Inc.
t/a Krauszlers
200 North Broad

Arjun, Inc.
t/a Main Liquors

CLUB LICENSES:
License Number

1. 1220-31-047-002*

Issued To:

American Legion Post 62
111 David Street

* **INACTIVE LICENSE**

** **SPECIAL CONDITIONS IMPOSED**

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX:**

**RESOLUTION NO. 20-280
TAX REFUND - BOYCHUCK**

WHEREAS, a payment was made by Vladimir Boychuck who mistakenly paid 3rd quarter property taxes resulting in a duplicate tax payment on Block 82, Lot 4, in the City of South Amboy, County of Middlesex in the amount of \$2376.18; and

WHEREAS, the tax collector has certified the above payment has been made and on file in the tax collector's office; and

WHEREAS, Vladimir Boychuck has requested a refund;

NOW, THEREFORE be it resolved, by the Governing Body of the City of South Amboy, Middlesex County, New Jersey, that the Chief Financial Officer be and the same is hereby authorized to issue a check in the amount of \$2376.18 and the Tax Collector is hereby authorized to adjust the tax records to reflect a refund in the amount of \$2376.18.

Vladimir Boychuck
407 George St
South Amboy, NJ 08879

City of South Amboy

ORDINANCE #09-2020

AN ORDINANCE OF THE CITY OF SOUTH AMBOY AUTHORIZING THE GRANTING OF AN EASEMENT OVER A PORTION OF CITY PROPERTY LOCATED ON BLOCK 47, LOT 8.02, NEAR 141 NORTH BROADWAY, IN ORDER TO PERMIT THE CONSTRUCTION OF A HANDICAP ACCESS RAMP

WHEREAS, the City of South Amboy (the “City”) owns and maintains property along North Broadway, near 141 North Broadway, identified on the municipal tax map as Block 47, Lot 8.02 (hereinafter “the subject property”); and

WHEREAS, the Mayor and City Council have determined that it is in the City’s interest to authorize the granting of an easement as set forth in detail in the “Description of Access Ramp Easement in Block 47, Lot 8.02, 141 North Broadway, situated in City of South Amboy, Middlesex County, New Jersey”, with map, attached hereto and incorporated herein as Exhibit “A”, in favor of adjoining property owners to permit the construction of a handicap access ramp to facilitate access into the building located on the subject property; and

WHEREAS, the City will grant the easement rights at no cost to the adjoining property owners, and in consideration for the cost to those property owners for their construction of a handicapped access ramp, which is in the best interests of the City;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of South Amboy, in the County of Middlesex, State of New Jersey that:

1. The City of South Amboy hereby authorizes the granting of easement rights in the subject property, as set forth above, and City Clerk be and is hereby authorized and directed to execute and record all documents and papers as may be necessary in this matter.
2. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reasons, then the City Council hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the City to meet the goals of the Ordinance.

3. This Ordinance shall take effect upon final passage and publication in accordance with the law.

Introduced on First Reading: August 19, 2020

Date of Publication:

Adopted on Second Reading:

Date of Final Publication:

DEBORAH BROOKS
Municipal Clerk

EXHIBIT A

**DESCRIPTION OF ACCESS RAMP EASEMENT IN
BLOCK 47, LOT 8.02, 141 NORTH BROADWAY
SITUATED IN
CITY OF SOUTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY**

Being a strip of land, situate, lying and being in the City of South Amboy, Middlesex County, New Jersey, more particularly bounded and described as follows:

Beginning at a point, said point being the dividing line of lot 8.02 and lot 9 in block 47, and the easterly Right-of-Way line of North Broadway (75' ROW), and running thence;

1. Along the easterly Right-of-Way line of North Broadway and along the westerly property line of lot 8.02 in block 47, **S 25° 30' 00" E**, a distance of **74.60'** to the intersection of lot 8.01, thence;
2. **S 64° 30' 00" W**, a distance of **5.0'** to a point in the ROW, thence;
3. **N 25° 30' 00" W**, a distance of **74.60'** to a point, thence;
4. **N 64° 30' 00" E**, a distance of **5.0'** to the southwest corner of lot 8.02 and place of beginning.

The above easement contains **505.00 SF** or **0.012 acres**.

THIS SURVEY DOES NOT DETERMINE THE EXISTENCE, NON-EXISTENCE OR LOCATION OF FRESHWATER VEGETABLES OR OTHER ENVIRONMENTAL CONDITIONS.

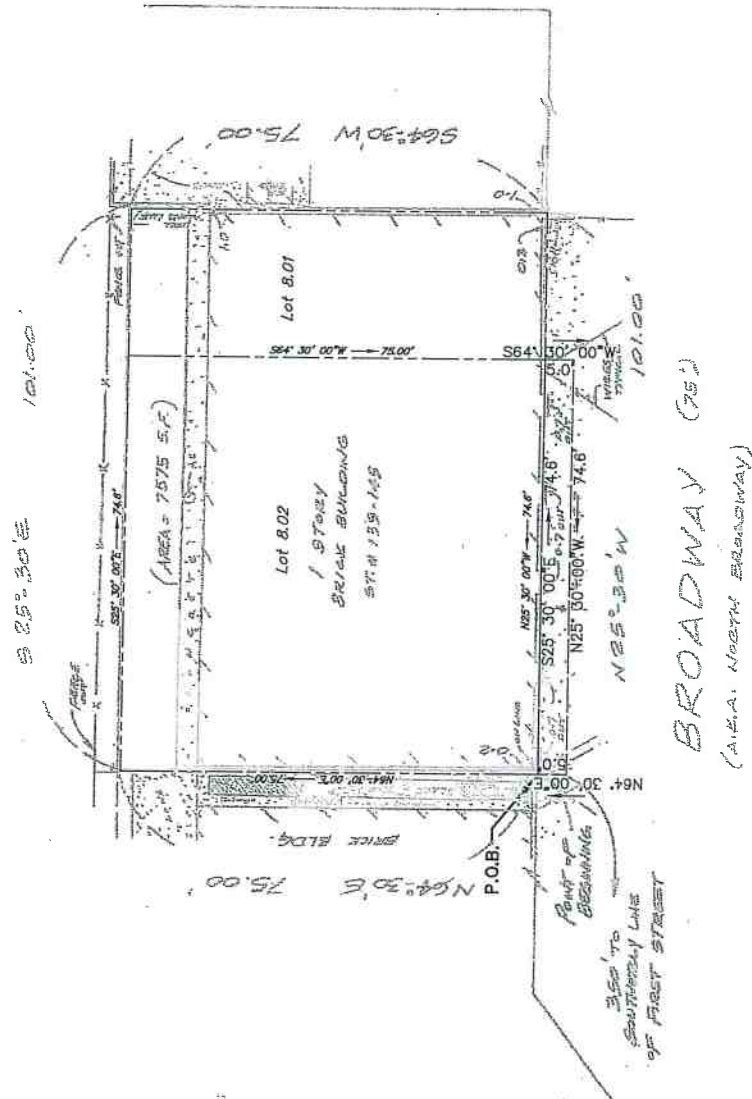
THIS SURVEY IS CERTIFIED ONLY TO THE PARTS AND DIMENSIONS WHICH ARE NOT TRANSFERABLE TO OTHER PERMANENT STRUCTURES. THE PARTS AND DIMENSIONS WHICH ARE TRANSFERABLE TO OTHER PERMANENT STRUCTURES ARE SHOWN BY A SHADING OR OTHER MARKING ON THIS SURVEY. THE PARTS AND DIMENSIONS WHICH ARE TRANSFERABLE TO OTHER PERMANENT STRUCTURES ARE SHOWN BY A SHADING OR OTHER MARKING ON THIS SURVEY.

NOT RESPONSIBLE FOR CONVEYANCE NOT SET BY THIS SURVEY. SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO ANY PART OF THE SURVEY OR FOR ANY DAMAGE TO ANY PART OF THE SURVEY OR FOR ANY DAMAGE TO ANY PART OF THE SURVEY.

Accepted True and Correct:
A-F PROPERTY ADMINISTRATION, INC.

PETER M. MORGAN, ESQ.

Survey Revisions



ANGUSTA STREET
(VARIANCE)

PROPERTY SITUATED IN THE
CITY OF SOUTH AMHERST
MIDDLESEX COUNTY, NEW JERSEY

PLAN OF SURVEY OF TAX MAP LOT 8,
BLOCK #7

OWNER	AC	AP	APR
WILLIAM HELD ASSOCIATES, INC.	34	1/3	1/5
LICENSED LAND SURVEYORS	216	ELMER ST., WESTFIELD, N.J. 07090	

216 ELMER ST., WESTFIELD, N.J. 07090

WILLIAM HELD & ASSOCIATES, INC.
Licensed Land Surveyor
N.J.P.L.S. LIC. NO. 3817M N.J.P.P. LIC. NO. 9886

ORDINANCE 10-2020
AN ORDINANCE OF THE CITY OF SOUTH AMBOY
LIMITING AND PROHIBITING THE SALE OF VAPING PRODUCTS
AND E-CIGARETTES IN CERTAIN PLACES WITHIN
THE B-1 GENERAL BUSINESS ZONE OF THE CITY

WHEREAS, the Mayor and City Council of the City of South Amboy, Middlesex County, are empowered to enact ordinances that are deemed necessary and proper for the preservation of the public health, safety, and welfare of the municipality and its inhabitants as provided by N.J.S.A. 40:49-1 et seq.; and

WHEREAS, specifically in regard to zoning, the Mayor and City Council of the City of South Amboy have identified a major public health concern related to the sale and usage of Vaping Products/E-Cigarettes in certain places that are traditionally focused upon activities in which participants maintain the expectation of being generally free from the fear of such health concerns; and

WHEREAS, the primary purpose of these provisions is to preserve the health and welfare of the City's residents by establishing specific zoning conditions and standards for the location and operation of any establishment that is involved in the sale of Vaping Products/E-Cigarettes within the City of South Amboy;

NOW THEREFORE BE IT ORDAINED, by the Council of the City of South Amboy, Middlesex County, that Chapter 53, Section 93 of the Code of the City of South Amboy be amended and supplemented as follows:

Chapter 53, Section 93

Add: Paragraph I “Conditional Uses Upon Application and Approval”

I. Conditional Uses Upon Application and Approval

(1) Vaping Products/E-Cigarettes. The location and operation of establishments that are involved in the sale of Vaping Products/E-Cigarettes shall be a conditional use within the B-1 General Business District of the City subject to the following conditions.

- a. That the subject premises are not within five hundred (500) meters of any of the following:
 1. Nursery Schools;
 2. Pre-schools;
 3. Child, Adult, or Special Needs Day care centers;
 4. Elementary, middle, or high schools;
 5. State or County universities or colleges;
 6. Other schools not falling within the definition of items 4 and 5;
 7. Funeral Homes;
 8. Health services facilities;

9. Other Vaping/E-Cigarette establishments;
10. Assisted Living Facilities;
11. Church or other pieces of worship, Sunday School, church or religious school;
12. Parks, playgrounds, and commercial recreational facilities.

The invalidity of any section or provision of this Ordinance shall not invalidate any other section or provision thereof.

All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

This Ordinance shall take effect after final passage and publication as provided by law.

Deborah Brooks
Municipal Clerk

Introduced on First Reading: August 19, 2020

First Publication:

Approved on Final Reading:

Final Publication:

ORDINANCE 11-2020
AN ORDINANCE OF THE CITY OF SOUTH AMBOY
LIMITING AND PROHIBITING THE SALE OF VAPING PRODUCTS
AND E-CIGARETTES IN CERTAIN PLACES WITHIN THE
B-2 HIGHWAY COMMERCIAL ZONE OF THE CITY

WHEREAS, the Mayor and City Council of the City of South Amboy, Middlesex County, are empowered to enact ordinances that are deemed necessary and proper for the preservation of the public health, safety, and welfare of the municipality and its inhabitants as provided by N.J.S.A. 40:49-1 et seq.; and

WHEREAS, specifically in regard to zoning, the Mayor and City Council of the City of South Amboy have identified a major public health concern related to the sale and usage of Vaping Products/E-Cigarettes in certain places that are traditionally focused upon activities in which participants maintain the expectation of being generally free from the fear of such health concerns; and

WHEREAS, the primary purpose of these provisions is to preserve the health and welfare of the City's residents by establishing specific zoning conditions and standards for the location and operation of any establishment that is involved in the sale of Vaping Products/E-Cigarettes within the City of South Amboy; **NOW, THEREFORE**,

BE IT ORDAINED that Section 53-94 of the City Code of the City of South Amboy, entitled "B-2 Highway Commercial Zone" regulations is hereby amended as follows:

Add:

Subsection (4) to Paragraph C, Conditional Uses Permitted Upon Application and Approval

(4) Sale of Vaping Products and E-cigarettes

(a) The location and operation of establishments that are involved in the sale of Vaping Products/E-Cigarettes shall be a conditional use within the B-2 Highway Commercial Zone of the City, subject to the provisions of subsection (b), below.

(b) Conditions

1. That the district permits retail sales activities;
2. That the subject premises is not within five hundred (500) meters of any of the following:
 - a. Nursery Schools;
 - b. Pre-schools;
 - c. Child, Adult, or Special Needs Day care centers;
 - d. Elementary, middle, or high schools;
 - e. State or County universities or colleges;
 - f. Other schools not falling within the definition of items d. and e.;
 - g. Funeral Homes;
 - h. Health services facilities;

- i. Other Vaping/E-Cigarette establishments;
- j. Assisted Living Facilities;
- k. Church or other pieces of worship, Sunday School, church or religious school;
- l. Parks, playgrounds, and commercial recreational facilities.

The invalidity of any section or provision of this Ordinance shall not invalidate any other section or provision thereof.

All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

This Ordinance shall take effect after final passage and publication as provided by law.

Deborah Brooks
Municipal Clerk

Introduced on First Reading: August 19, 2020
First Publication:
Approved on Final Reading:
Final Publication:

ORDINANCE 12-2020

LOAN ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LOAN AND SECURITY AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE UNDERTAKING OF VARIOUS 2020 CAPITAL IMPROVEMENTS AND THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF VARIOUS EQUIPMENT WITH AN ESTIMATED COST OF \$1,550,000, THE COST OF SUCH IMPROVEMENTS AND EQUIPMENT TO BE FINANCED THROUGH THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2020 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

WHEREAS, the Middlesex County Improvement Authority (the "Authority") is authorized to issue its bonds pursuant to the provisions of the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "County Improvement Authorities Law"), and other applicable provisions of law; and

WHEREAS, the Authority has determined to issue its revenue bonds for the purpose of financing the various capital improvements to be undertaken by, and the acquisition, installation and, as applicable, subsequent leasing of certain capital equipment, including but not limited to police and passenger vehicles, to various governmental entities within the County of Middlesex, State of New Jersey (the "County"), including the County and the Authority (the "2020 Program"); and

WHEREAS, the City of South Amboy, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2020 Program and to finance various capital improvements and acquire and install certain capital equipment through the Authority; and

WHEREAS, there has been prepared and submitted to the Municipality the form of the Loan and Security Agreement (the "Loan Agreement"), to be entered into by and between the Authority and the Municipality, which Loan Agreement has been approved by the Authority and which is attached hereto as Exhibit A, providing for the financing of various capital improvements and the acquisition and installation of certain capital equipment through the Authority, which improvements and items of equipment are described in Exhibit B attached hereto and incorporated by this reference herein. All terms used herein and not otherwise defined shall have the same meanings ascribed to such terms under the Loan Agreement.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. (a) The various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached to this loan ordinance and by this reference made a part hereof are hereby authorized as general capital improvements or purposes to be undertaken by the Municipality. For financing such improvements, purposes or loan, there is hereby appropriated the not to exceed sum of \$1,550,000.

(b) For the financing of the general capital improvements, purposes or loan and to provide monies to fund the not to exceed \$1,550,000 appropriation, a loan from the Authority to the Municipality is hereby authorized in a not to exceed amount of \$1,550,000 pursuant to the County Improvement

Authorities Law and the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law").

(c) The general capital improvements hereby authorized and the purposes for which the above-described loan is authorized are the various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto.

(d) The estimated maximum amount of the loan for the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto is \$1,550,000.

(e) The estimated cost of said general capital improvements or purposes is \$1,550,000, with a not to exceed amount of \$1,550,000, which not to exceed amount includes all costs of issuance and items of expense listed in and permitted under section 20 of the Local Bond Law.

Section 2. Pursuant to the County Improvement Authorities Law and N.J.S.A. 40:23-1 et seq., the Municipality is hereby authorized and directed to enter into and perform the Loan Agreement, which Loan Agreement provides for various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality to be financed with the proceeds of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2020 (the "Bonds") to be issued by the Authority under a resolution to be adopted by the Authority entitled, "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds" (the "General Bond Resolution"). The Loan Agreement, in the form submitted herewith in Exhibit A (a copy of which is on file in the office of the Clerk of the Municipality), is hereby approved with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Municipality and bond counsel to the Authority and the County.

Section 3. The full faith and credit of the Municipality are hereby pledged to the punctual payment of the obligations set forth in the Loan Agreement authorized by this ordinance, including without limitation, (i) all Basic Loan Payments and Loan Payments obligations of the Municipality under the Loan Agreement, including Authority Administrative Expenses and Additional Loan Payments, (ii) all amounts due and owing to the County as a result of payments made by the County on behalf of the Municipality under the Loan Agreement pursuant to the County Guaranty, including County Guaranty Costs, and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Loan Agreement and the County Guaranty ((i), (ii) and (iii) collectively, the "Loan Payment Obligation"). The Loan Payment Obligation under the Loan Agreement shall be a direct, unlimited and general obligation of the Municipality, not subject to annual appropriation by the Municipality pursuant to the County Improvement Authorities Law, and unless paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Municipality for the payment of the Loan Payment Obligation thereunder without limitation as to rate or amount.

Section 4. An Authorized Municipal Representative (as defined in the Loan Agreement) is hereby authorized and directed to execute the Loan Agreement on behalf of the Municipality in the form as attached hereto in Exhibit A, along with any of the aforesaid necessary changes, and the Clerk of the Municipality is hereby authorized to attest to such signature and affix

the seal of the Municipality thereto and the Loan Agreement is authorized to be delivered to the Authority. All representatives, officials and employees of the Municipality are hereby authorized and directed to enforce and to implement provisions of the Loan Agreement.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The maximum Loan Payment Obligation for which the Municipality shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the Bonds of the Authority, shall not exceed the sum necessary to (a) undertake the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and described in Exhibit B, (b) pay interest on the Authority's Bonds allocated to the Municipality's various capital improvements and items of equipment, and (c) pay the Municipality's share of the costs of issuance, Authority Administrative Expenses, Additional Loan Payments, County Guaranty Costs and all other amounts required to be paid by the Municipality under the Loan Agreement, as and if applicable.

(b) The Bonds allocated to the Municipality's various capital improvements and items of equipment shall mature no later than ten (10) years from the date of issue.

(c) The Loan Payment Obligation authorized herein shall remain effective until all the Authority's Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the Municipality under the Loan Agreement have been satisfied, notwithstanding the occurrence of any other event.

(d) The various capital improvements and items of equipment described in Exhibit B attached hereto are hereby approved to be undertaken and financed through the Authority in accordance with the terms of the Loan Agreement, with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

(e) The average period of usefulness of the various capital improvements and items of equipment described in Exhibit B attached hereto within the limitations of the Local Bond Law, according to the reasonable useful life thereof computed from the dated date of the loan authorized by this loan ordinance, shall not exceed ten (10) years.

(f) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Municipality and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Municipality as defined in the Local Bond Law is increased by the authorization of the loan provided for in this loan ordinance by \$1,550,000 and the said loan authorized by this loan ordinance will be within all debt limitations prescribed by the Local Bond Law.

(g) An aggregate amount not exceeding \$387,500 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the various capital improvements and items of equipment described in Exhibit B attached hereto.

Section 6. To the extent the Municipality is an "Obligated Person" (as defined under the Rule (as hereinafter defined)), the Municipality hereby agrees to comply with the requirements of

Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Loan Agreement. The Mayor, Clerk, Chief Financial Officer or any other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Preliminary and Final Official Statements of the Authority to the extent the information contained therein relates to the Municipality and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the Municipality on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

Section 7. The Mayor, Clerk, Chief Financial Officer of the Municipality or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Loan Agreement, the undertaking of the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and all related transactions contemplated by this ordinance.

Section 8. Upon the payment of all amounts referenced in Section 5(c) herein, the full faith and credit pledge of the Municipality as to its Loan Payment Obligation authorized herein shall cease to exist.

Section 9. The capital budget of the Municipality 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 the Division of Local Government Services, New Jersey Department of Community Affairs is on file with the Clerk of the Municipality and is available for public inspection.

Section 10. The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

Section 11. The Municipality reasonably expects to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance and paid prior to the entering into of the loan authorized by this loan ordinance with the proceeds of such loan. This Section 11 is intended to be and hereby is a declaration of the Municipality's official intent to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance to be incurred and paid prior to entering into of the loan authorized herein all in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and any regulations promulgated thereunder.

Section 12. The Clerk of the Municipality is hereby authorized and directed to cause the publication of the text of this ordinance in full after introduction and final adoption in accordance with applicable law and to arrange for the public hearing thereon and final adoption thereof.

Section 13. This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

Deborah Brooks
Municipal Clerk

Introduced on First Reading: August 19, 2020
First Publication: August 22, 2020
Approved on Final Reading: September 2, 2020
Final Publication:

EXHIBIT A

2020 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

LOAN AND SECURITY AGREEMENT

BY AND BETWEEN

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

AND

CITY OF SOUTH AMBOY

IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

DATED AS OF _____, 2020

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EXHIBITS

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THIS LOAN AND SECURITY AGREEMENT, dated as of _____, 2020 by and between the Middlesex County Improvement Authority (hereinafter, the "Authority") and the «FIELD7» of «FIELD8», in the County of Middlesex, State of New Jersey (hereinafter, the "Municipality").

W I T N E S S E T H:

WHEREAS, the Authority is authorized by the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "Act"), to provide within the County of Middlesex, State of New Jersey, or any beneficiary county, public facilities for use by the State, the County or any municipality in the County or any beneficiary county, or any two (2) or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes; and

WHEREAS, the Authority is authorized by the Act to make a loan to any governmental unit or person, for such consideration and for such period or periods of time and upon such other terms and conditions as it may fix and agree upon; and

WHEREAS, the Authority has determined pursuant to the Act to finance, as applicable, the various capital improvements to be undertaken by and the acquisition, installation and, as applicable, subsequent leasing of certain capital equipment, including but not limited to police and passenger vehicles, to various governmental entities within the County, including the County and the Authority (the "2020 Program"); and

WHEREAS, the Improvements (as hereinafter defined) and Equipment (as hereinafter defined) will be financed through the issuance of County-Guaranteed Capital Equipment And Improvement Revenue Bonds, Series 2020 (the "Bonds"); and

WHEREAS, all actions necessary and required under the Act for the issuance of the Bonds have been taken by the Authority; and

WHEREAS, the Municipality has determined to participate in the 2020 Program and to receive a loan from the Authority pursuant to the terms and conditions set forth hereunder; and

WHEREAS, the Authority will, pursuant to the Act, provide for the financing of the cost of, as applicable, the undertaking of the capital improvements and the acquisition of the equipment through the issuance of the Bonds payable from Loan Payments to be received from the Municipality pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS AND GENERAL PROVISIONS

SECTION 1.1. Definitions. The terms set forth in this section shall have the meanings ascribed to them for all purposes of this Loan Agreement unless the context clearly indicates some other meaning. Terms used herein and not defined herein shall have the meanings ascribed thereto in the Bond Resolution. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

"Account" or "Accounts" shall mean, as the case may be, each or all of the accounts established and created under Article V of the Bond Resolution.

"Acquisition and Improvement Fund" shall mean the Acquisition and Improvement Fund created and established pursuant to Section 502 of the Bond Resolution.

"Act" shall mean the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960 (N.J.S.A. 40:37A-44 et seq.), as amended and supplemented from time to time.

"Additional Loan Payments" shall mean all amounts payable by the Municipality to the Authority under this Loan Agreement (excluding Basic Loan Payments), including, but not limited to, the annual Trustee's fee and the Authority Administrative Expenses, and where applicable, allocated to the Municipality on a pro rata basis with all other Municipalities which are parties to this transaction in relation to the amount of Bonds Outstanding in any Bond Year all as set forth in Exhibit A annexed hereto, professional fees incurred for any arbitrage rebate calculation, arbitrage rebate expenses, County Guaranty Costs, and all direct and indirect costs and expenses incurred by the Authority and the County related to the enforcement of this Loan Agreement and the County Guaranty and the County Guaranty Agreement, including reasonable attorneys' fees related thereto.

"Annual Authority Administrative Fee" shall mean the annual fee for the general administrative expenses of the Authority for the Series 2020 Bonds as shall be set forth in Exhibit A to this Loan Agreement.

"Applicable Basic Loan Payments" shall mean the amount of Basic Loan Payments payable on a given Loan Payment Date with respect to a particular Improvement or Item of Equipment as set forth in Exhibit A annexed hereto and incorporated by this reference herein.

"Authority" shall mean the Middlesex County Improvement Authority, a public body corporate and politic organized and existing under the Act and created pursuant to a resolution of the Board of Chosen Freeholders of the County of Middlesex adopted on September 6, 1990, and any successor to its duties and functions.

"Authority Administrative Expenses" shall mean any and all expenses of the Authority and its agents, professionals and employees incurred or to be incurred by or on behalf of the Authority in the administration of its responsibilities under the Bond

Resolution, the County Guaranty Agreement and this Loan Agreement, including, but not limited to, (i) the Initial Authority Financing Fee, (ii) the Annual Authority Administrative Fee, (iii) all fees and expenses, including but not limited to, indemnification expenses, if any, incurred in connection with the issuance of the Series 2020 Bonds, the financing of the Improvements and Equipment or the compelling of the full and punctual performance of the Bond Resolution and this Loan Agreement in accordance with the terms thereof and hereof, (iv) all fees and expenses, including, but not limited to, indemnification expenses, if any, of counsel, Fiduciaries and others, and (v) any fees and expenses, including, but not limited to, indemnification expenses, if any, incurred by the Paying Agent, the Bond Registrar or the Trustee or any or all Fiduciaries in connection with the performance of their respective fiduciary responsibilities under the Bond Resolution, the County Guaranty Agreement and this Loan Agreement, all to the extent not capitalized pursuant to the requirements of the Bond Resolution, which Authority Administrative Expenses shall be paid as Additional Loan Payments by the Municipality and where applicable, allocated to the Municipality on a pro rata basis with all other Municipalities which are parties to this transaction in relation to the amount of Bonds Outstanding in any Bond Year, all as set forth in Exhibit A attached hereto.

"Authorized Authority Representative" shall mean any person or persons authorized to act on behalf of the Authority by a written certificate signed on behalf of the Authority by the Chairman or Vice Chairman of the Authority containing the specimen signature of each such person.

"Authorized County Representative" shall mean any person or persons authorized to act on behalf of the County by a written certificate signed on behalf of the County by the Director or Deputy Director of the Board of Chosen Freeholders of the County containing the specimen signature of each such person.

"Authorized Municipal Representative" shall mean any person or persons authorized to act on behalf of the Municipality by a written certificate signed on behalf of the Municipality by the Mayor of the Municipality containing the specimen signature of each such person, which Municipality shall also include the County acting in the capacity of a municipal participant, which in the case of the County, such written certificate shall be signed by the Director or Deputy Director of the Board of Chosen Freeholders, which form of certificate is set forth as Exhibit B annexed hereto and incorporated by this reference herein.

"Basic Loan Payments" shall mean the sum of money representing principal and interest for each Improvement or Item of Equipment necessary to amortize Debt Service on the Series 2020 Bonds allocated to the Municipality and payable by the Municipality on each Loan Payment Date, as set forth in Exhibit A annexed hereto and incorporated by this reference herein and as described in Section 3.1(a) herein and redemption premium, if any, to the extent required to redeem the Bonds pursuant to Article IV of the Bond Resolution.

"Bond" or "Bonds" shall mean, collectively, the Outstanding Bonds of the Authority issued pursuant to Section 201 of the Bond Resolution, specifically, the not to exceed \$17,500,000 County-Guaranteed Capital Equipment And Improvement Revenue Bonds, Series 2020 and Refunding Bonds, if any.

Bond Counsel shall mean Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey or any other lawyer or firm of lawyers with experience and nationally recognized expertise in the field of municipal finance selected by the Authority.

"Bondholder", "Holder of Bonds", "Holder" or "Owner" shall mean any person who shall be the registered owner of any Bond or Bonds.

"Bond Resolution" or "Resolution" shall mean the resolution adopted by the Authority on August 12, 2020 entitled "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment And Improvement Revenue Bonds", as the same may be amended, modified or supplemented in accordance with the provisions thereof.

"Bond Year" shall mean the twelve (12) month period beginning September 15 and ending on September 14, excepting that the first Bond Year with respect to the Series 2020 Bonds shall commence on the date of original issuance of the Series 2020 Bonds and end on September 14, 2021.

"Business Day" shall mean any day that is not a Saturday, Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee, the Bond Registrar, any Paying Agent or the Authority is legally authorized to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

"Cost" or "Costs" shall mean and be deemed to include, with respect to any Improvement or Item of Equipment for each Municipality and, where applicable, allocated on a pro rata basis with all other Municipalities which may be parties to the transaction with respect thereto, together with any other proper and reasonable item of cost not specifically mentioned herein, whether incurred prior to or after the date of this Loan Agreement, (a) the costs of payment of, or reimbursement for, acquisition, installation and financing of each such Improvement or Item of Equipment, including, but not limited to, advances or progress payments, installation costs, administrative costs and capital expenditures relating to installation, financing payments, sales taxes, excise taxes, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recordation costs, printing costs for all documents, reproduction and binding costs, fees and charges of the Trustee pursuant to the Bond Resolution, financing documents, legal fees and charges, financial, accounting and other professional consultant fees, the Initial Authority Financing Fee for a particular Series of Bonds, all professional and consulting fees and charges of the Authority and the County, costs of rating agencies, bond insurance, bond insurers or credit ratings, fees for the printing, execution, transportation and safekeeping of the Bonds, and any charges and fees in connection with any of the foregoing; (b) all other costs which the Municipality or the Authority shall be required to pay under the terms of any contract or contracts for any Improvement or the acquisition of any Item of Equipment, including, but not limited to, the cost of insurance; (c) any sums required to reimburse the Municipality for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to any Improvement or Item of Equipment; (d) deposits in any Fund or Account under the Bond Resolution, all as shall be provided in the Bond

Resolution; and (e) such other expenses not specified herein as may be necessary or incidental to the acquisition of any Improvement or Item of Equipment, the financing thereof and the placing of the same in use and operation. Cost as defined herein shall be deemed to include (i) the costs and expenses incurred by any agent of the Authority or the Municipality for any of the above mentioned items and (ii) all costs and expenses incurred by any agent of the County and the Authority in connection with the adoption, administration and enforcement of this Loan Agreement and the County Guaranty, including, but not limited to, County Guaranty Costs.

"County" shall mean the County of Middlesex, a public body politic and corporate of the State of New Jersey.

"County Guaranty" shall mean the County's unconditional and irrevocable guaranty of the punctual payment of principal of and interest when due on the Bonds duly adopted pursuant to section 37 of the Act, and specifically with respect to the Series 2020 Bonds, duly adopted _____, 2020 and entitled, "AN ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY OF THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THE COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, ISSUED BY THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$17,500,000 AND AUTHORIZING A PUBLIC HEARING TO BE HELD THURSDAY, AUGUST 20, 2020 AT 7:00 P.M., AUTHORIZING PUBLICATION THEREOF, CONSENTING TO SUCH FINANCING AND DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH".

"County Guaranty Costs" shall mean all direct and indirect Costs and expenses of the County incurred with respect to its County Guaranty as defined in the County Guaranty Agreement, including amounts paid by the County pursuant to Sections 508 and 708 of the Bond Resolution, together with interest on such amounts at an interest rate equal to the County's cost of obtaining funds required to make such payments (including, but not limited to, lost earnings on the investment of available funds used to make such payments or the net interest cost of such Series of Bonds, whichever is higher, as shall be determined by the County), reasonable attorneys' fees and other costs arising out of the required payment or expenses for the collection, enforcement and repayment pursuant to the County Guaranty, together with interest accrued on such sum until the time of repayment to the County, but shall not include those costs and expenses incurred by the County in connection with curing a default under its Loan Agreement.

"Debt Service" for any period shall mean, as of any date of calculation, with respect to the Series 2020 Bonds, an amount equal to the sum of (i) the interest accruing during such period on such Bonds except to the extent such interest is to be paid from deposits made from Bond proceeds into the Debt Service Fund, and (ii) that portion of each Principal Installment which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the immediately preceding Principal Installment Date or, if there should be no preceding Principal Installment Date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding such Principal Installment Date or

from the date of original issuance of the Series 2020 Bonds, whichever is later. Such interest and Principal Installments for such Series 2020 Bonds shall be calculated on the assumption that no Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the Principal Installment Date. The calculations in the preceding sentence shall be made on the basis of a 30-day month and 360-day year.

"Debt Service Fund" shall mean the Debt Service Fund created and established in Section 502 of the Bond Resolution.

"Debt Service Requirement" with respect to the next Interest Payment Date for the Series 2020 Bonds shall mean, (i) in the case of an Interest Payment Date on which interest only shall be due, interest accrued and unpaid and to accrue to such date if such Principal Installment or Installments shall be deemed to accrue in the manner provided in clause (ii) of the definition of "Debt Service" set forth in Section 101 of the Bond Resolution, and (ii) in the case of an Interest Payment Date on which both interest and a Principal Installment or Installments shall be due, interest accrued and unpaid and to accrue to such date plus the Principal Installment or Installments due on such date. The calculations in the preceding sentence shall be made on the basis of a 30-day month and 360-day year.

"Equipment" or "Item(s) of Equipment" shall mean the equipment described in Exhibit A annexed hereto and incorporated by this reference herein purchased and acquired with the proceeds of the Series 2020 Bonds, including any equipment substituted or added pursuant to the terms of this Loan Agreement.

"Event of Default" shall mean an event of default as defined in Section 7.1 hereof but not under the Bond Resolution.

"Favorable Opinion of Bond Counsel" shall mean an opinion of Bond Counsel, addressed to the Authority and the Trustee, to the effect that the action proposed to be taken is authorized or permitted by the Bond Resolution and the Act and will not adversely affect the exclusion of interest on a Series of Bonds from gross income for purposes of Federal income taxation under section 103 of the Code.

"Fiduciary" or "Fiduciaries" shall mean the Trustee, the Paying Agent, the Bond Registrar, or any or all of them, as may be appropriate.

"Fiscal Year" shall mean the twelve (12) month fiscal period of the Municipality, the County or the Authority, including any six-month transition year of the Municipality authorized pursuant to chapter 75 of the Laws of New Jersey of 1991.

"Fund" or "Funds" shall mean, as the case may be, each or all of the Funds created and established in Section 502 of the Bond Resolution; provided, however, that such Funds do not constitute "funds" in accordance with generally accepted accounting principles.

"Guaranty Agreement" or "County Guaranty Agreement" shall mean the County Guaranty Agreement dated as of _____, 2020, entered into by and between the County and the Authority wherein the County has irrevocably and unconditionally

guaranteed the punctual payment of the principal of and interest on the Series 2020 Bonds and setting forth the terms and conditions of the County Guaranty with respect to the Series 2020 Bonds, as amended and supplemented.

"Improvement" or "Improvements" shall mean the improvements described in Exhibit A annexed hereto and incorporated by this reference herein undertaken with the proceeds of the Series 2020 Bonds, including any improvements substituted or added pursuant to the terms of this Loan Agreement.

"Initial Authority Financing Fee" shall mean the amount equal to \$50,000 for the initial financing fee of the Authority, allocated to the Municipality based on the percentage set forth in Exhibit A to each Loan Agreement, Lease Agreement or a Supplemental Resolution authorizing a Series of Bonds.

"Interest Payment Date" shall mean, with respect to the Series 2020 Bonds, each March 15 and September 15, commencing March 15, 2021, and such other dates as shall be established by a Supplemental Resolution authorizing a Series of Bonds. In the event an Interest Payment Date is not a Business Day, interest shall be paid on the next succeeding Business Day for interest accrued to the Interest Payment Date.

"Lease Agreement" shall mean, with respect to the Series 2020 Bonds, each or any Lease Agreement dated as of _____, 2020, by and between the Authority and any Municipality, as approved by the County, and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions thereof and the Bond Resolution.

"Loan Agreement" shall mean, with respect to the Series 2020 Bonds, this Loan and Security Agreement dated as of _____, 2020, by and between the Authority and the Municipality, as approved by the County, and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions hereof and the Bond Resolution.

"Loan Payment" shall mean the Loan Payment consisting of Basic Loan Payments payable on each Loan Payment Date and, as applicable, Additional Loan Payments payable by the Municipality upon demand pursuant to Section 3.1(a) and (b) hereof, respectively.

"Loan Payment Date" shall mean, with respect to the Series 2020 Bonds, each January 15 and July 15, commencing January 15, 2021, which dates shall not be later than the first day of the second month immediately preceding each Interest Payment Date and Principal Installment Date, as applicable, and such other dates determined in accordance herewith as may be set forth in a Supplemental Resolution authorizing a Series of Bonds. In the event a Loan Payment Date is not a Business Day, the Loan Payment shall be made by the Municipality on the next succeeding Business Day.

"Loan Term" shall mean the period during which this Loan Agreement or is in effect as specified in Section 2.1 hereof.

"Month" shall mean a calendar month.

"Municipal Account(s)" shall mean each of the account(s) created in the Acquisition and Improvement Fund, Proceeds Fund and Debt Service Fund for each of the Municipalities in connection with the issuance of the Series 2020 Bonds into which moneys, Proceeds, Series 2020 Bond proceeds and investment earnings, as applicable, allocable to the Municipality, shall be deposited pursuant to Article V of the Bond Resolution.

"Municipality" or "Municipalities" shall mean the Municipality as defined in the preamble hereof and, with respect to the Series 2020 Bonds, shall mean collectively all of the Municipalities, including the County, each of which have executed a Loan Agreement and/or Lease Agreement with the Authority for the purposes of undertaking improvements or acquiring equipment, as applicable, with the proceeds of the Series 2020 Bonds, all of which are situated in the County.

"Operating Fund" shall mean the Operating Fund created and established under Section 502 of the Bond Resolution.

"Ordinance" shall mean the ordinance duly adopted by the Municipality approving and authorizing the execution and delivery of this Loan Agreement and pledging the full faith and credit of the Municipality for the repayment of its obligations under this Loan Agreement.

"Outstanding" when used with reference to Bonds, shall mean, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Bond Resolution except:

- (i) Bonds canceled by the Trustee at or prior to such date;
- (ii) Bonds (or portions of Bonds) for the payment of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, together with interest to accrue thereon to the date of maturity or redemption date, shall be held in an irrevocable trust under the Bond Resolution and set aside for such payment or redemption (whether at or prior to the maturity date); provided that if such Bonds (or portion of Bonds) are to be redeemed, notice of such redemption shall have been given as provided in the Bond Resolution;
- (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III of the Bond Resolution or Section 1206 of the Bond Resolution; and
- (iv) Bonds deemed to have been paid as provided in subsection 1 or 2 of Section 1301 of the Bond Resolution.

"Person" or "Persons" shall mean any individual, corporation, partnership, joint venture, trust or unincorporated organization or a governmental agency or any political subdivision thereof.

"Principal Installment" shall mean, as of any date of calculation, and with respect to the Series 2020 Bonds, so long as any Series 2020 Bonds are Outstanding, (i)

the principal amount of Series 2020 Bonds due on a certain future date for which no Sinking Fund Installments have been established plus any applicable redemption premium thereon, and (ii) any Sinking Fund Installments due on a certain future date for the Series 2020 Bonds, if any, plus the amount of the sinking fund redemption premium, if any, which would be applicable upon redemption of the Series 2020 Bonds on such future date in a principal amount equal to such Sinking Fund Installments.

"Principal Installment Date" shall mean with respect to the Series 2020 Bonds, each September 15, commencing September 15, 2021, on which any Principal Installment shall become due and payable by the Authority. In the event a Principal Installment Date is not a Business Day, principal shall be paid on the next succeeding Business Day for the Principal Installment payable on the Principal Installment Date.

"Proceeds" shall mean any insurance, condemnation, performance bond, or any other financial guaranty proceeds paid with respect to any Improvement or Item of Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Proceeds Fund" shall mean the Proceeds Fund created and established under Section 502 of the Bond Resolution.

"Registered Owner" shall mean the owner of any Bond which is issued in fully registered form, as determined on the Record Date, as reflected on the registration books of the Authority which shall be kept and maintained on behalf of the Authority at the principal institutional trust office of the Bond Registrar.

"Loan Payments", "Loan Payment(s)" or "Loan Payment" shall mean the sum of Basic Loan Payments and Additional Loan Payments set forth in Section 3.1 hereof.

"Series 2020 Bonds" shall mean all of the Bonds authenticated and delivered upon original issuance pursuant to Section 203 of the Bond Resolution.

"Standard & Poor's" or "S&P" shall mean S & P Global Ratings, acting through Standard & Poor's Financial Services LLC, organized and existing under the laws of the State of New York, and its successors and/or assigns, if any.

"State" shall mean the State of New Jersey or any successor to its duties and functions.

"Trustee" shall mean, with respect to the Series 2020 Bonds, TD Bank, National Association, Cherry Hill, New Jersey and its successors or assigns or any other bank, trust company or national banking association appointed trustee pursuant to the Bond Resolution.

ARTICLE II

TERM OF LOAN; UNDERTAKING OF IMPROVEMENTS AND ACQUISITION OF EQUIPMENT

SECTION 2.1. Term of Loan. Subject to the provisions of Section 8.9 hereof, the Loan Term shall commence on the date of issuance and delivery of the Series 2020 Bonds by the Authority and shall terminate on the first date upon which no Series 2020 Bonds remain Outstanding and all Loan Payments due and owing hereunder by the Municipality shall have been paid in full. The Loan Term shall be deemed to commence on the date of issuance and delivery of the Series 2020 Bonds and end on the date specified in Exhibit A annexed hereto.

SECTION 2.2. Acquisition of Improvements or Items of Equipment. (a) The Authority agrees to cause the Municipality to undertake or acquire each of the Improvements or Items of Equipment specified in Exhibit A pursuant to the specifications prepared by the Municipality. The Municipality agrees that it will be responsible for the letting of contracts for the undertaking, purchase and installation of the Improvements or Items of Equipment and supervising the undertaking, installation and acceptance of the Improvements or Items of Equipment. **An Authorized Municipal Representative shall execute and deliver to the Authority prior to the date of the original issuance of the Series 2020 Bonds, a certificate certifying that the Municipality will use its best efforts to cause the undertaking, purchase, installation and requisition of the moneys for the payment of the Improvements and/or Equipment from the Municipal Account in the Acquisition and Improvement Fund in accordance with the following: the Municipality shall spend (i) fifteen (15%) percent of the Loan proceeds within six (6) months after the date of the original issuance of the Bonds; (ii) sixty (60%) percent of the Loan proceeds within twelve (12) months after the date of original issuance of the Bonds; and (iii) one hundred (100%) percent of the Loan proceeds within eighteen (18) months after the date of original issuance of the Bonds so as not to subject the Series 2020 Bonds to arbitrage rebate. The Municipality will also deliver to the Trustee the items required by the terms of this Loan Agreement and the Bond Resolution to enable the Trustee to make the respective payments within said eighteen (18) month period.** In the event the Municipality does not spend all such moneys within eighteen (18) months of the date of issuance of the Series 2020 Bonds and in accordance with the time periods and percentages specified in this Section 2.2(a) and such proceeds of the Series 2020 Bonds are deemed to have not been "spent" in accordance with the Code, the Municipality shall pay to the Authority as Additional Loan Payments the cost and expense of the performance of an arbitrage rebate calculation. The Municipality shall also be required to pay any arbitrage rebate moneys to the Authority in the event the Municipality's failure to "spend" Bond proceeds attributable to such Municipality requires the Authority to rebate money to the Internal Revenue Service. This obligation of the Municipality to pay to the Authority the cost and expense of the performance of an arbitrage rebate calculation and arbitrage rebate moneys shall survive the expiration of the Loan Term and the final maturity of the Series 2020 Bonds.

(b) Contracts in connection with the undertaking, purchase and installation of each Improvement or Item of Equipment shall be let in accordance with all applicable competitive bidding laws, prevailing wage laws and public works contractor registration

laws, as applicable. All such contracts shall have the same general form and content as similar contracts let by the Municipality.

(c) The Loan proceeds shall be forwarded by the Trustee, on behalf of the Authority, to the Municipality on the date of the original issuance of the Series 2020 Bonds.

(d) In the event more than one Municipality fails to comply with the provisions of subsection (a) hereof regarding the eighteen-month rebate exception under the Code and the Series 2020 Bonds are subject to arbitrage rebate, all amounts to be rebated to the Internal Revenue Service by the Authority which are required hereunder to be paid by the Municipalities to the Authority as Additional Loan Payments shall be allocated in accordance with the pro rata basis set forth in Exhibit A hereto between all such Municipalities. This obligation of each Municipality to pay to the Authority arbitrage rebate moneys and the cost and expense of the performance of an arbitrage rebate calculation shall survive the expiration of the Loan Term for all Improvements and Equipment and the final maturity of the Series 2020 Bonds.

(e) Additionally, any amount of the Loan proceeds utilized to pay any prior bonds, notes or other obligations of the municipality shall be utilized ONLY to currently refund the prior bonds, notes or other obligations and the Municipality shall expend such Loan proceeds for such purpose within ninety (90) days after the date of the original issuance of the Bonds. The Municipality shall file any and all tax documents, including the IRS Form 8038-G, with the IRS memorializing the current refunding of such bonds, notes or obligations. The Authority shall have no responsibility or liability with respect to any tax implications or the filing of tax documents associated with the current refunding of the prior bonds, notes or obligations issued by the Municipality and the Municipality shall indemnify and hold the Authority, the County or any other participating Municipality (including their members, officers, agents, professionals, servants or employees) harmless against, and the Municipality shall pay any and all, liability, loss, cost, damage, claim, judgment or expense, of any and all kinds or nature arising out of such tax implications or tax filings.

SECTION 2.3. Issuance of Series 2020 Bonds. (a) To provide funds for payment of the Cost of the Improvements or Equipment, the Authority will use its best efforts to sell, issue and deliver the Series 2020 Bonds. The proceeds of the Series 2020 Bonds shall be applied as provided for in the Bond Resolution.

(b) The Municipality shall cooperate with the Authority in furnishing to the Authority, the County and the Trustee all documents required to effectuate the transaction contemplated herein, including the execution and delivery of certificates, resolutions, opinions and disclosure materials necessary in connection therewith.

(c) In the event moneys in the Municipal Account in the Acquisition and Improvement Fund allocated to each Improvement or Item of Equipment are not sufficient to undertake such Improvement or purchase such Item of Equipment, the Municipality shall so notify the Authority and the Trustee and the Municipality shall be obligated to pay the balance of the Cost of such Improvement or Item of Equipment out of funds of the Municipality legally available therefor. In the event the Municipality undertakes the Improvement or acquires an Item of Equipment with a Cost greater than the moneys

allocated to such Improvement or Item of Equipment as indicated by Exhibit A annexed hereto, the Municipality shall pay the balance of such moneys itself.

SECTION 2.4. Application of Bond Proceeds. (a) Upon original issuance of the Series 2020 Bonds, Bond proceeds shall be applied as follows: to the Trustee (i) an amount equal to the accrued interest on the Series 2020 Bonds, if any, for deposit in each Municipal Account in the Debt Service Fund; (ii) the amount representing costs of issuance on the Series 2020 Bonds, including the Initial Authority Financing Fee, for deposit in the Operating Fund and paid in accordance with Section 505(3) of the Bond Resolution; and (iii) the remaining Series 2020 Bond proceeds shall be allocated to each Municipality and deposited into the respective Municipal Account in the Acquisition and Improvement Fund and paid in accordance with Section 503 of the Bond Resolution.

(b) The Authority has in the Bond Resolution authorized and directed the Trustee to make a payment from the Municipal Account in the Acquisition and Improvement Fund to the Municipality to pay the Cost of the Improvements and Equipment upon the date of the original issuance of the Series 2020 Bonds.

(c) The Authority agrees to cooperate with the Municipality in furnishing to the Trustee any documents required to effect payments out of the Municipal Account in the Acquisition and Improvement Fund in accordance with this Section 2.4 hereof. Such payment obligation of the Authority is subject to any provisions of the Bond Resolution requiring additional documentation with respect to such payments and shall not extend beyond the moneys in the Municipal Account in the Acquisition and Improvement Fund available for payment under the terms of the Bond Resolution.

(d) All interest earned or any gain realized on any moneys or investments in the Municipal Accounts in the Acquisition and Improvement Fund, the Debt Service Fund or the Proceeds Fund shall (i) be transferred by the Trustee to the Operating Fund to pay the amount equal to the Municipality's pro rata share of Authority Administrative Expenses and County Guaranty Costs for each Bond Year, and (ii) following such transfer to the Operating Fund, if moneys remain, be transferred by the Trustee or remain in the Municipal Account in the Proceeds Fund and shall be applied in accordance with the provisions of Section 507(6) of the Bond Resolution.

SECTION 2.5. Municipality's Liability. As between the Authority and the Municipality, the Municipality assumes liability for all risks of loss during the undertaking, acquisition, delivery, installation and use of each Improvement or Item of Equipment. The Municipality shall maintain, or shall demonstrate, to the satisfaction of the Authority, that adequate insurance or self-insurance is provided with respect to each Improvement or Item of Equipment, or require each contractor, manufacturer or supplier of each Improvement or Item of Equipment to maintain, in force during the entire undertaking, construction, acquisition, delivery and installation period of each Improvement or Item of Equipment, property damage insurance in an amount not less than the full value of all work done and materials and equipment provided or delivered by each such manufacturer or supplier, comprehensive liability insurance, worker's compensation insurance and other insurance required by law or customarily maintained with respect to like equipment or improvements. The existence of such insurance coverage shall be evidenced at the time the Improvement or Item of Equipment is undertaken or ordered by the Municipality.

SECTION 2.6. Disclaimer of Warranties. THE AUTHORITY, BY DELIVERY OF THIS LOAN AGREEMENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY IMPROVEMENT OR ITEM OF EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. The Municipality represents that the Authority has not participated in the drafting of specifications, the selection of a manufacturer or supplier or the award of the bid for any Improvement or Item of Equipment purchased by the Municipality. In no event shall the Authority be liable for any damages, incidental, indirect, special, consequential or otherwise, in connection with or arising out of this Loan Agreement or the existence, furnishing, maintenance, functioning or the Municipality's use of any Improvement or Item of Equipment or products or services provided for in this Loan Agreement.

SECTION 2.7. Manufacturers' Warranties. The Municipality's sole remedy for the breach of such warranty, indemnification or representation shall be against the manufacturer or supplier of such Improvement or Item of Equipment and not against the Authority, nor shall such matter have any effect whatsoever on the rights of the Authority with respect to this Loan Agreement, including the right to receive full and timely Loan Payments hereunder. The Municipality expressly acknowledges that the Authority does not make, nor has it ever made, any representation or warranty whatsoever as to the existence or availability of such warranties of the manufacturer or supplier of any Improvement or Item of Equipment.

ARTICLE III

LOAN PAYMENTS AND OTHER PAYMENTS

SECTION 3.1. Payment of Loan Payments. By execution hereof, the Municipality agrees to repay to the Authority the Cost of all Improvements or Items of Equipment undertaken or acquired by the Municipality with the proceeds of the Series 2020 Bonds and Additional Loan Payments in connection therewith as follows: (a) The Municipality shall pay to the Trustee at the address shown on Exhibit C annexed hereto and incorporated by this reference herein, or at such other address as the Municipality may from time to time be notified in accordance with Section 8.6 hereof, as Basic Loan Payments for the Improvements or Equipment, on each Loan Payment Date, an amount in accordance with the schedule of Basic Loan Payments described in Exhibit A, which, together with other moneys and interest and investment earnings available therefor, if any, in the Municipal Account in the Debt Service Fund and the Municipal Account in the Proceeds Fund pursuant to the provisions of this Loan Agreement and the Bond Resolution, will equal the Municipality's Basic Loan Payments obligation which is to be applied to the payment of Debt Service due on the Series 2020 Bonds on the next succeeding Interest Payment Date and Principal Installment Date, as applicable. Notwithstanding the above, in the event the Municipality shall fail to make Basic Loan Payments in accordance herewith, the Authority shall have the option of requiring the Municipality to make Basic Loan Payments on a monthly or quarterly basis.

(b) The Municipality shall pay to the Trustee, as the same shall become due and payable at any time during the Loan Term, on any Loan Payment Date or thirty (30) days after written demand by the Trustee, such sums as represent Additional Loan Payments, including Authority Administrative Expenses and County Guaranty Costs as shall have been submitted by the Authority and the County to the Trustee and to an Authorized Municipal Representative as contained in a certificate executed by an Authorized Authority Representative or Authorized County Representative, as applicable.

(c) Attached hereto as Exhibit A is a Basic Loan Payments payment schedule for the Improvements or Items of Equipment to be undertaken or purchased, as applicable, by the Municipality on behalf of the Authority. The Authority shall deliver to the Municipality and the Trustee a certificate from time to time as necessary which reflects credits, if any, to be applied toward the Basic Loan Payments obligation of the Municipality in accordance with the provisions hereof and the Bond Resolution. In accordance with the Bond Resolution, the Municipality shall be notified annually in writing by the Trustee of the amounts arising from investment earnings, if any, but such amounts shall not be applied as a credit against Basic Loan Payment obligations of the Municipality and shall (i) be transferred by the Trustee to the Operating Fund to pay the amount equal to the Municipality's pro rata share of Authority Administrative Expenses and County Guaranty Costs for each Bond Year, and (ii) following such transfer to the Operating Fund, if moneys remain, be transferred by the Trustee or remain in the Municipal Account in the Proceeds Fund and shall be applied in accordance with the provisions of Section 507(6) of the Bond Resolution. In the event a dispute arises between the Authority and the Municipality with respect to the amount of Basic Loan Payments due and owing by the Municipality, or the credits to be applied toward the Municipality's Basic Loan Payment obligation, such dispute shall be resolved by the Authority. The Trustee shall have no obligation with respect

thereto, except that the Trustee will cooperate in providing account statements and information with respect thereto. **Notwithstanding any credits which may accrue to the Municipality during the Loan Term, the Municipality is obligated to pay all amounts which constitute Basic Loan Payments and Additional Loan Payments which are due under this Loan Agreement as set forth in Exhibit A hereto.**

(d) Any Loan Payments pursuant to this Section 3.1 which are not paid by the Municipality on or before the due date thereof shall, from and after said due date, bear interest (to the extent permitted by law) at the highest rate per annum borne by any of the Series 2020 Bonds until paid, time being of the absolute essence of this obligation. Any moneys owed by the Municipality pursuant to this paragraph shall constitute Additional Loan Payments and shall be paid to the Trustee.

(e) All Basic Loan Payments and Additional Loan Payments by the Municipality shall be made in immediately available funds.

(f) By execution hereof, the Municipality expressly acknowledges the Authority's right to bring an action for immediate injunctive relief or other judicial proceedings to compel compliance and to enforce the Municipality's full and timely payment of Basic Loan Payments hereunder.

SECTION 3.2. Indemnification of Authority and County. Both during the Loan Term and thereafter, the Municipality shall indemnify and hold the Authority and County harmless against, and the Municipality shall pay any and all, liability, loss, cost, damage, claim, judgment or expense, of any and all kinds or nature and however arising, other than as a result of the gross negligence or willful misconduct of the Authority or the County, their members, officers, agents, professionals, servants or employees, which the Authority or County may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Municipality relating to the Improvements or Equipment, or the bidding or award thereof by the Municipality, or arising out of the Authority's financing of the Improvement or Equipment, or arising out of the undertaking, acquisition, installation, use, operation or maintenance of the Improvement or Equipment pursuant to this Loan Agreement, or arising out of or caused by any untrue or misleading statement of a material fact relating to the Municipality in the Official Statement of the Authority for the Bonds (the "Official Statement") or any omission of any material fact relating to the Municipality in the Official Statement. It is mutually agreed by the Municipality and the Authority that none of the Authority, the County or their respective members, officers, agents, professionals, servants or employees shall be liable in any event for any action performed under this Loan Agreement and that the Municipality shall save the Authority and the County harmless from any claim or suit of whatsoever nature arising hereunder except for such claims or suits arising as a result of the Authority's or the County's gross negligence or willful misconduct. This provision shall survive the end of the Loan Term and the final maturity of the Series 2020 Bonds.

The Municipality, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Authority or the County, their respective members, officers, agents, professionals, servants or employees relating to the performance of their obligations hereunder; but this provision shall not be

deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Loan Agreement from its obligation to defend the Municipality, the Authority, the County and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. The Municipality agrees that it shall give the Authority, the Trustee and the County prompt notice, in writing, of the Municipality's actual or constructive knowledge of the filing of each such claim and the institution of each such suit or action.

The Authority, on behalf of itself and the County, as applicable, agrees that it:

(i) shall give the Authorized Municipal Representative prompt notice in writing upon its actual or constructive knowledge of the filing of each such claim and the institution of each such suit or action;

(ii) shall not adjust, settle or compromise any such claim, suit or action; and

(iii) shall permit the Municipality to assume full control of the adjustment, settlement, compromise or defense of each such claim, suit or action. Notwithstanding the foregoing, the Municipality shall keep the Authority and the County informed as to the progress of any suit, claim or action, and the Municipality shall not reach a final settlement, adjustment or compromise without the Authority's and the County's, as applicable, prior approval, which approval shall not be unreasonably withheld.

Any cost incurred by the Authority for its own attorneys, experts' testimony costs and any and all costs to defend the Authority or any of its directors, officials, members, officers, agents, servants or employees with respect to matters arising hereunder shall be paid to the Trustee for the benefit of the Authority by the Municipality as an Authority Administrative Expense constituting Additional Loan Payments under Section 3.1(b) hereof and shall be paid to the Authority by the Trustee in accordance with the provisions outlined in Section 505(3) of the Bond Resolution.

Any cost incurred by the County for its own attorneys, experts' testimony costs and any and all costs to defend the County or any of its directors, officials, members, officers, agents, servants or employees with respect to matters arising hereunder shall be paid to the Trustee for the benefit of the County by the Municipality as County Guaranty Costs constituting Additional Loan Payments under Section 3.1(b) hereof and shall be paid to the County by the Trustee in accordance with the procedures outlined in Section 505(3) of the Bond Resolution and the provisions outlined in Section 6 of the County Guaranty Agreement.

SECTION 3.3. Nature of Obligations of the Municipality. The Municipality shall be obligated to pay all amounts under this Loan Agreement which constitute Basic Loan Payments, and Additional Loan Payments, including Authority Administrative Expenses and County Guaranty Costs, which amounts shall be sufficient to amortize Debt Service on the Series 2020 Bonds, to pay all costs of administering the program and to fulfill its payment obligations hereunder. **The obligation of the Municipality to pay Loan Payments and to pay all other amounts provided for in this Loan Agreement and to**

perform its obligations under this Loan Agreement shall be absolute and unconditional, and such Loan Payments and other amounts shall be payable without any rights of set-off, recoupment or counterclaim it might have against the Authority, the Trustee, the County or any other person.

The Municipality will not terminate this Loan Agreement or be excused from performing its obligations hereunder or be entitled to any abatement of its obligation to pay Loan Payments or any other amounts hereunder for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, failure of title, or frustration of purpose, or any damage to or destruction of the Improvement or Equipment, or the taking by eminent domain of title to or the right of temporary use of all or any part of the Improvement or Equipment, or the failure of the Authority or the County to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

SECTION 3.4. Municipal Loan Payment Obligation. Notwithstanding anything in this Loan Agreement to the contrary, the cost and expense of the performance by the Municipality of its obligations under this Loan Agreement and the incurrence of any liabilities of the Municipality under this Loan Agreement, including, without limitation, the obligation for the payment of all Basic Loan Payments and Additional Loan Payments and all other amounts required to be paid by the Municipality under this Loan Agreement, and the reimbursement of the County for County Guaranty Costs, is a direct and general obligation for which the full faith and credit of the Municipality is hereby pledged, which obligation is not subject to municipal appropriation and, unless the Loan Payments and such other amounts required to be paid by the Municipality under this Loan Agreement are paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes on all taxable property within the Municipality without limitation as to rate or amount.

SECTION 3.5. Municipal Prepayment in the Event of Optional Redemption. In the event of the exercise of an optional redemption of the Series 2020 Bonds by the Authority, the Municipality shall be obligated to make prepayments in whole or in part of such payments due as aforesaid of Basic Loan Payments, together with interest accrued and to accrue and, as applicable, redemption premium, if any, to be paid on the applicable Series 2020 Bonds. The Trustee shall apply such prepayments in such manner consistent with the Authority's directives and with the provisions of the Bond Resolution.

Any such whole or partial prepayment of Basic Loan Payments by the Municipality shall be applied by the Trustee to the redemption of the Series 2020 Bonds and the Municipality shall be entitled to a credit for the principal amount of Series 2020 Bonds redeemed against the amount or amounts due under the provisions of Section 3.1(a) hereof to the extent such principal amount of Series 2020 Bonds is similarly credited pursuant to the Bond Resolution against Basic Loan Payments required to be made by the Municipality and deposited in the Municipal Account in the Debt Service Fund.

SECTION 3.6. Nature of Obligations of the Authority. The cost and expense of the performance by the Authority of any of its obligations under this Loan Agreement shall be limited to the availability of the proceeds of Series 2020 Bonds of the Authority issued for such purposes or from other funds received by the Authority under this Loan Agreement and available for such purposes.

SECTION 3.7. Assignment of Loan Payments by Authority. It is understood that all of the Authority's rights to receive Loan Payments under this Loan Agreement (except its right to payments pursuant to Section 3.2 hereof) are to be assigned by the Authority to the Trustee pursuant to the Bond Resolution for the benefit of the Bondholders.

The Municipality agrees to pay to the Trustee at its principal institutional trust office all Loan Payments payable by the Municipality to the Authority pursuant to this Loan Agreement (except payments made directly to the Authority pursuant to Section 3.2 hereof). Except as provided in this Section 3.7 and the Bond Resolution, the Authority shall not assign this Loan Agreement or any payments under this Loan Agreement.

ARTICLE IV

LOAN TERM; RENEWAL

SECTION 4.1. Loan Term for Improvement(s) or Item(s) of Equipment.

The Loan Term for all Improvements or Items of Equipment shall terminate when the Series 2020 Bonds are no longer Outstanding and when the Municipality shall have paid to the Authority, County and Trustee all amounts due and owing pursuant to the provisions of this Loan Agreement. Except as set forth above, the Loan Term for all Improvements or Items of Equipment will not terminate for any reason, including all events specified in Sections 7.1 and 7.2 hereof.

Notwithstanding the above, in the event a Municipality fails to comply with the provisions of this Loan Agreement, the Authority, County and Trustee may pursue remedies in accordance with Article VII hereof.

SECTION 4.2. Effect of Noncompliance with Loan Agreement Provisions. Upon the occurrence of an event referred to in Section 7.1 hereof, the Municipality shall continue to be liable for (1) the payment of Basic Loan Payments and Additional Loan Payments scheduled to become due on any succeeding Loan Payment Date or upon demand, as applicable, (2) the payment of any general, special, incidental, consequential or other damages resulting from such event of default and (3) any other loss suffered by the Authority and the County as a result of the Municipality's failure to take such actions as required.

ARTICLE V

COVENANTS OF MUNICIPALITY

SECTION 5.1. Maintenance of Improvements or Equipment by Municipality. The Municipality agrees that at all times during each Loan Term for each Improvement or Item of Equipment, the Municipality will, at the Municipality's own cost and expense, maintain, preserve and keep such Improvement or Item of Equipment in good repair, working order and condition, and that the Municipality will make or cause to be made all necessary and proper repairs, replacements and renewals thereto. The Authority and the County shall have no responsibility in any of these matters, or for the making of improvements or additions to such Improvement or Item of Equipment.

SECTION 5.2. Taxes, Other Governmental Charges and Utility Charges. In the event the ownership, use, possession or acquisition of any Improvement or Item of Equipment is found to be subject to taxation in any form, the Municipality will pay during the related Loan Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to any Improvement or Item of Equipment as well as all utility and other charges incurred in the operation, maintenance, use, preservation, occupancy and upkeep of any Improvement or Item of Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, the Municipality shall be obligated to pay only such installments as have accrued during the time the related Loan Term is in effect.

SECTION 5.3. Provisions Regarding Insurance. At its own expense, the Municipality shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate, to the satisfaction of the Authority, that adequate self-insurance is provided with respect to each Improvement or Item of Equipment, sufficient in each case to replace such Improvement or Item of Equipment and to protect the Authority from liability under all circumstances. The Municipality shall provide evidence of such insurance to the Authority and Trustee at any time the same is requested by such Authority or Trustee. The Municipality agrees to maintain and the Authority agrees to accept evidence of blanket insurance coverage which applies to all loan agreements. The Municipality will provide a copy of a blanket insurance policy or policies to the Authority as evidence of such coverage at any time the same is requested by such Authority or Trustee. All insurance policies shall provide that the Authority and the Trustee shall be provided with notice of renewal, cancellation or material changes to such policy thirty (30) days prior thereto. If the Municipality maintains a program of self-insurance for similar properties, the Municipality may insure each Improvement or Item of Equipment in its self-insurance program and shall provide an adequate insurance fund to pay losses.

Any insurance policy maintained pursuant to this Section 5.3 shall be so written or endorsed as to make losses, if any, payable to the Municipality, the Authority, the Trustee and the County as their respective interests may appear.

SECTION 5.4. Advances. In the event the Municipality shall fail to maintain the full insurance coverage required by this Loan Agreement or shall fail to keep any Improvement or Item of Equipment in good repair and operating condition, the Authority

may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same; and all amounts so advanced therefor by the Authority shall become immediately due and payable as Additional Loan Payments, which amounts, together with interest at the highest rate permitted by law until paid, the Municipality agrees to pay to the Authority.

SECTION 5.5. Financial Reports. The Municipality covenants to provide annually to the Authority, the County and the Trustee in a reasonable time, but in no event more than thirty (30) days after the same have been received by the Municipality (i) current financial statements and budgets for the ensuing Fiscal Year and (ii) such other financial information relating to the ability of the Municipality to continue to meet its obligations under this Loan Agreement as may be reasonably requested by the Authority and the County.

SECTION 5.6. Performance Bonds and Other Guaranty. In the event an advance, partial or progress payment is to be made with respect to any Improvement or Item of Equipment, the Municipality shall cause the contractor or subcontractor qualified to do business in the State for such Improvement or Item of Equipment to provide a performance bond or bonds, a letter of credit or any other form of financial guaranty covering with respect to such Improvement or Item of Equipment (1) performance of the contract and (2) payment for labor and materials.

Any performance bond or bonds, letter of credit or other form of financial guaranty shall be executed by a responsible surety company qualified to do business in the State and shall in each case be in an amount not less than one hundred percent (100%) of the contract price. Any performance bond, letter of credit or other form of financial guaranty provided pursuant to this Section 5.6 shall be made payable to the Municipality and the Authority as their respective interests may appear. The Proceeds from any performance bond provided pursuant to this Section 5.6 shall be paid over to the Trustee for deposit into the Municipal Account in the Proceeds Fund and applied as a credit toward the Basic Loan Payment obligations of the Municipality hereunder in accordance with the provisions of Section 507(1) and (2) of the Bond Resolution.

SECTION 5.7. Compliance with Laws. The parties to this Loan Agreement agree to comply with all laws of the State applicable to the performance of this Loan Agreement.

SECTION 5.8. Covenant Not To Affect the Tax Exempt Status of the Series 2020 Bonds. (1) The Municipality covenants and agrees that it shall not take any action or omit to take any action which would result in the loss of the exclusion of the interest on any Series 2020 Bonds from gross income for purposes of Federal income taxation as that status is governed by section 103(a) of the Code but only to the extent that the Authority intended at the time of the original issuance of such Series 2020 Bonds that the interest thereon be so excludable from gross income for purposes of Federal income taxation.

(2) Unless the Municipality receives the prior written approval of the Authority, the Municipality shall neither (A) permit any of either (i) the proceeds (such term to have the same meaning as when used in section 141(b) of the Code) of the Series 2020 Bonds paid to the Municipality for the Improvement or Equipment or (ii) the Improvement or

Equipment financed (or refinanced) with the proceeds of the Series 2020 Bonds paid to the Municipality, to be used (directly or indirectly) in any manner that would constitute "private business use" within the meaning of section 141(b)(6) of the Code, nor (B) use (directly or indirectly) any of the proceeds of the Series 2020 Bonds paid to the Municipality, to make or finance loans to persons other than governmental units (as such term is used in section 141(c) of the Code).

(3) Neither the Municipality nor any of its officers or members shall, pursuant to any arrangement, formal or informal, issue bonds in an amount related to the amount or for the purpose of payment of the Municipality's Loan Payments.

(4) The County shall have no obligation under the County Guaranty to pay to the Authority on behalf of the Municipality any moneys that may be due and owing to the Authority by the Municipality by reason of the Municipality's failure to comply with the provisions set forth in this Section 5.8 and Section 2.2 hereof.

SECTION 5.9. Representations and Warranties of Municipality. The Municipality represents and warrants as follows:

(a) It is a public body corporate and politic duly organized and existing under the laws of the State of New Jersey, and is authorized and empowered to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. By proper action of its governing body, it has duly authorized the execution and delivery of this Loan Agreement.

(b) The execution and delivery of this Loan Agreement, and the compliance with the provisions hereof, will not conflict with or constitute on the part of the Municipality a violation of, breach of or default under its by-laws or any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Municipality is bound, or, to the knowledge of the Municipality, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Municipality or any of its activities or properties; and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated hereby have been obtained.

(c) There is no action, suit, proceeding or investigation at law or in equity pending against the Municipality by or before any court or public agency, or, to the best of the knowledge of the Municipality, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby, or which in any way would adversely affect the validity of this Loan Agreement, or any agreement or instrument to which the Municipality is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(d) No legislation has been enacted which in any way adversely affects the execution and delivery of this Loan Agreement by the Municipality, or the creation, organization or existence of the Municipality or the titles to office of any officers thereof, or the power of the Municipality to carry out its obligations under this Loan Agreement.

(e) Except as otherwise disclosed in the Official Statement pertaining to the offering and sale of the Series 2020 Bonds, the Municipality is not a party to any indenture, loan or credit agreement or any other agreement, resolution, contract, instrument, pension plan, pension trust, employee benefit or welfare plan, or subject to any restriction which may reasonably be expected to have an adverse effect on its properties, assets, operations or conditions, financial or otherwise, or on its ability to carry out its obligations under this Loan Agreement.

SECTION 5.10. Municipal Notice: Appropriation for Loan Payments. The Municipality shall provide to the Authority, the Chief Financial Officer of the County or its designee and the Trustee on an annual basis as long as the County Guaranty is in effect and any Debt Service payments on the Series 2020 Bonds attributable to the Municipality remain Outstanding, within five (5) Business Days after the adoption of a temporary budget and/or the filing of the annual budget as introduced by the Municipality with the Division of Local Government Services, a certificate of the Chief Financial Officer of the Municipality certifying that the temporary budget and/or the annual budget contains a line item which represents an amount due under this Loan Agreement for all Loan Payments due during the Municipality's Fiscal Year. Such certificate shall have attached a copy of the page of the temporary budget and/or the budget on which the line item appears. The Municipality shall also provide to the Trustee, Authority and the Chief Financial Officer of the County or its designee, within five (5) Business Days thereof, notice of any revisions to such line item or the transfer of any moneys out of such line item. In the event such certificate described in the first sentence of this Section 5.10 is not received by the Trustee within sixty (60) days following the beginning of the Municipality's Fiscal Year or the Trustee otherwise has actual knowledge that the Municipality has revised its budget or transferred money out of a line item, the Trustee shall notify the Authority and the Chief Financial Officer of the County or its designee of such event(s) and the Authority and the County may take immediate action to cause all Loan Payments to be timely paid by the Municipality. For the purposes of this provision, the Trustee shall be deemed to have actual knowledge only if an officer of the institutional trust department of the Trustee has actual knowledge thereof.

By execution hereof, the Municipality expressly acknowledges the County's right to bring an action for immediate ex parte injunctive relief or other judicial proceeding to compel the Municipality to provide an appropriation for Loan Payments due under this Loan Agreement.

The Municipality shall also notify the Trustee, the Authority and the County of any change in the Fiscal Year of the Municipality within ten (10) Business Days of the adoption of the authorization therefor by the governing body of the Municipality.

SECTION 5.11. Third Party Beneficiaries. The Municipality and Authority by the execution hereof acknowledge that the covenants, representations and warranties set forth herein are for the benefit of the Trustee and the County.

SECTION 5.12. Secondary Market Disclosure. If, as determined by the Authority in its sole discretion, the Municipality is an Obligated Person as such term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (the "Rule"), the Municipality covenants and agrees that as an Obligated Person pursuant to the Rule that it will execute, deliver, comply with

and carry out the provisions of a Continuing Disclosure Agreement with the Authority (the "Continuing Disclosure Agreement"), which will set forth the obligation of the Municipality to file budgetary, financial and operating data on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule. Notwithstanding any other provision of this Loan Agreement, the failure of the Municipality to comply with the provisions of the Continuing Disclosure Agreement shall not constitute an event of default pursuant to Article VII hereof and the Beneficial Owner of the Bonds (as defined in the Continuing Disclosure Agreement) may take such actions as set forth in the Continuing Disclosure Agreement as may be necessary and appropriate to cause the Municipality to comply with its obligations set forth under this Section 5.12 and in the Continuing Disclosure Agreement.

ARTICLE VI

TITLE

SECTION 6.1. Title To Improvement and Equipment. During the Loan Term and thereafter, title to the Improvement and Equipment and any and all additions, repairs, replacements or modifications thereto shall be in the name of the Municipality.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1. Events of Default. An "event of default" or a "default" shall mean, whenever used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Municipality to pay or cause to be paid when due the payments to be paid under Section 3.1(a) hereof;

(b) Failure by the Municipality to pay when due any payment to be made under this Loan Agreement (other than payments under Section 3.1(a) hereof) which failure shall continue for a period of thirty (30) days after written notice thereof, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, the County or the Trustee;

(c) Failure by the Municipality to observe and perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in subsections (a) and (b) of this Section 7.1), which failure shall continue for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority or the Trustee, unless the notifying party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the notifying party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the default is remedied; provided that, the failure of the Municipality to comply with the provisions of Section 5.12 hereof or the Continuing Disclosure Agreement shall not constitute an event of default hereunder; or

(d) The filing of a petition by the Municipality under any Federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Municipality or any of its property or assets shall be appointed by court order or take possession of the Municipality or its property or assets if such order remains in effect or if such possession continues for more than thirty (30) days.

The foregoing provisions of subsection (c) of this Section 7.1 are subject to the following limitations: if by reason of acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any department, agency, political subdivision (not including the County or the Municipality) or official of either of them, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes, blizzards, or other storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery;

partial or entire failure of utilities; or any cause or event not reasonably within the control of the Municipality, the Municipality is unable, in whole or in part, to carry out its agreements herein contained, the Municipality shall not be deemed to be in default during the continuance of such inability. The Municipality agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of the Municipality, and the Municipality shall not be required to make settlement of strikes, lockouts and other disturbances by acceding to the demands of opposing party or parties when such course is in the judgment of the Municipality unfavorable to the Municipality.

Notwithstanding the above, an Event of Default under this Article VII shall not be construed as an Event of Default under the Bond Resolution.

SECTION 7.2. Remedies. Whenever any Event of Default referred to in Section 7.1 hereof shall have happened and be continuing, any one or more of the following remedial steps may be taken, provided that, where applicable, written notice of the default has been given to the Municipality by the Authority or by the Trustee and the default has not been cured:

(a) the Authority may accelerate the Loan Payments owed by the Municipality, holding the Municipality liable for all Loan Payments and other amounts due to the Authority under the terms of this Loan Agreement, including, but not limited to, County Guaranty Costs to the extent the County remains unreimbursed therefor; and

(b) the Authority and the County may take whatever action at law or in equity which may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of the Municipality under this Loan Agreement.

Any amounts collected pursuant to actions taken under subsections (a) and (b) of this Section 7.2 shall be applied in accordance with the provisions of the Bond Resolution. If the Bond Resolution has been discharged and the County fully reimbursed for County Guaranty Costs and all costs of the Authority, if any, shall have been paid, any remaining amounts collected pursuant to actions taken under subsection (b) of this Section 7.2 shall be paid to the Municipality by the Trustee.

SECTION 7.3. Reinstatement. Notwithstanding the provisions of Sections 4.1, 4.2 and 7.2 hereof, if, after the acceleration of the Loan Payments upon occurrence of an event of default, all arrears of interest on such overdue Loan Payments and the Loan Payments which have become due and payable otherwise than by acceleration, and all other sums payable under this Loan Agreement, except Loan Payments due and payable as a result of acceleration, shall have been paid by or for the account of the Municipality or provision satisfactory to the Trustee shall have been made, all other things shall have been performed in respect of which there was a default or provision deemed by the Trustee to be adequate shall be made therefor and there shall have been paid the reasonable fees and expenses, including Additional Loan Payments, Authority Administrative Expenses

(including reasonable attorneys' fees paid or incurred) and County Guaranty Costs, where applicable, and such acceleration under this Loan Agreement is rescinded, the Trustee shall waive the Municipality's default without further action by the Authority and the Authority and the Trustee shall be restored to their former positions and rights under the Bond Resolution and this Loan Agreement. Upon such payment and waiver, this Loan Agreement shall be fully reinstated as if it had never been accelerated. No such restoration of the Authority and the Trustee shall extend to or affect any subsequent default under the Bond Resolution or impair any right consequent or incidental thereto.

SECTION 7.4. Payments by County. (a) If an event of default referred to in Section 7.1 (a) hereof shall have happened and be continuing and there remains outstanding Basic Loan Payments which have not been paid to the Trustee pursuant to the terms of this Loan Agreement (which determination shall be made by the Trustee as at the close of business on any Loan Payment Date), the Trustee, on behalf of the Authority, shall notify the nonpaying Municipality, the Authority and the Chief Financial Officer of the County or its designee, in writing not later than 3:00 p.m. of the second Business Day after such Loan Payment Date, of the failure of the Municipality to pay its Basic Loan Payments on the Loan Payment Date, which notice shall state the amount of any such deficiency as at the close of business on the Loan Payment Date, the identity of the defaulting Municipality, the date by which the deficiency must be cured by the Municipality (which date shall not be later than thirty (30) days before the next ensuing Interest Payment Date and Principal Installment Date, as applicable). If the nonpayment of the Municipality is not cured thirty (30) days prior to the applicable Interest Payment Date and Principal Installment Date in accordance with the provisions of such notice, the Trustee shall so notify the County in writing and the County shall pay to the Trustee not later than two (2) Business Days prior to such Interest Payment Date and Principal Installment Date, as applicable, any and all amounts in immediately available funds required to pay Debt Service on the Series 2020 Bonds allocable to such Municipality for such Interest Payment Date and Principal Installment Date, as applicable. Notwithstanding the above, the Authority and the Trustee shall undertake all diligent efforts to pursue the Municipality and cause it to pay all amounts due and owing to the Authority and the County, as applicable, under this Loan Agreement prior or subsequent to an Interest Payment Date and Principal Installment Date.

(b) The County shall take all actions necessary and permitted by law, which actions may include ex parte actions, to make payment of an amount equal to the deficiency owed by any nonpaying Municipality, which amount, when added to available amounts on deposit in such nonpaying Municipality's Municipal Account in the Debt Service Fund, shall be sufficient to pay the principal of and interest on the Bonds due on the next ensuing Interest Payment Date and Principal Installment Date, as applicable.

(c) Any amounts so paid by the County to the Trustee to cure any deficiency in the Debt Service Fund with respect to any nonpaying Municipality pursuant to the County Guaranty shall be reimbursed by the Municipality pursuant to the provisions of the Ordinance authorizing the execution of this Loan Agreement and Section 3.4 hereof, including County Guaranty Costs.

(d) The Trustee shall promptly notify the Authority and the County of any delinquent Basic Loan Payments received by the Trustee from the Municipality at any time after a Loan Payment Date, but prior to an Interest Payment Date and Principal

Installment Date, as applicable, which notice shall be received by the Authority and the County not later than two (2) Business Days after receipt of any such payments.

(e) Notwithstanding the provisions of subsection (a) above, in the event the Municipality forwards a Basic Loan Payment to the Trustee subsequent to an Interest Payment Date and Principal Installment Date, as applicable, but before the next succeeding Interest Payment Date and Principal Installment Date, as applicable, and to the extent the County has made a payment with respect thereto and has incurred County Guaranty Costs, then pursuant to Sections 508, 708 and 709 of the Bond Resolution, the County shall be entitled to receive such late Basic Loan Payments payment immediately upon deposit of such moneys in the Municipal Account in the Debt Service Fund and the Trustee shall pay such late Basic Loan Payment to the County free and clear of the lien and pledge of the Bond Resolution; provided, however, the County shall have the option of determining whether such late Basic Loan Payment shall be applied to the payment of Basic Loan Payments of the Municipality on the next succeeding Interest Payment Date and Principal Installment Date, as applicable. An Authorized County Representative shall direct the Trustee in writing as to the application of such late Loan Payment.

(f) If the Authority has received moneys from whatever source for a Loan Payment pursuant to Section 7.2 hereof and (i) the County has incurred County Guaranty Costs pursuant to subsection 7.4(a) hereof, which payments have not been reimbursed by the Municipality, and (ii) there are moneys remaining and available in any Fund or Account under the Bond Resolution when all Loan Terms expire and the Series 2020 Bonds are no longer Outstanding, then, pursuant to Section 511 of the Bond Resolution, the Trustee shall pay over to the County all amounts due and owing to the County for County Guaranty Costs to the extent moneys are legally available therefor under the Bond Resolution.

SECTION 7.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority, the County or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority, the County or the Trustee to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 7.6. No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. Successors and Assigns. This Loan Agreement shall inure to the benefit of the Municipality, the Authority, the County, the Trustee and their respective successors and assigns and shall be binding upon the Municipality and the Authority and their respective successors and assigns.

SECTION 8.2. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 8.3. Amendments, Changes and Modifications. Except as otherwise provided in this Loan Agreement or in the Bond Resolution, subsequent to the issuance of the Series 2020 Bonds and prior to payment or provision for the payment of all Series 2020 Bonds in full and any other obligations incurred by the Authority to pay the Cost of Improvements or Equipment, including interest, premiums and other charges, if any, thereon, and payment or provision for the payment of Authority Administrative Expenses and County Guaranty Costs, this Loan Agreement may not be amended, changed, modified, altered or terminated so as adversely to affect the interests of the holders of the Series 2020 Bonds without the prior written consent of the County and the holders of at least fifty-one percent (51%) in aggregate principal amount of the Series 2020 Bonds then Outstanding; provided, further, that no such amendment, change, modification, alteration or termination will reduce the percentage of the aggregate principal amount of the Outstanding Series 2020 Bonds, the consent of the holders of which is required for any such amendment, change, modification, alteration or termination or decrease the amount of any payment required to be made under this Loan Agreement or extend the time of payment thereof. This Loan Agreement may be amended, changed, modified and altered without the consent of the holders of Series 2020 Bonds (but with the prior written consent of the County) to provide necessary changes only to cure any ambiguity, correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein or to provide other changes which will not adversely affect the interests of such holders. No other amendment, change, modification, alteration or termination of this Loan Agreement shall be made other than pursuant to a written instrument signed by an Authorized Authority Representative and the Municipality and consented to in writing by the County and in accordance with the Bond Resolution and this Loan Agreement. Copies of any amendments to this Loan Agreement shall be filed with the County and the Trustee.

For all purposes of this Section 8.3, the Trustee shall be entitled to rely upon a Favorable Opinion of Bond Counsel, which Bond Counsel shall be satisfactory to the Trustee, with respect to the extent, if any, as to which any action adversely affects the interests of the County or any holders of Series 2020 Bonds then Outstanding.

SECTION 8.4. Amounts Remaining under Bond Resolution. Upon expiration of the Loan Term, it is agreed by the parties hereto that any amounts remaining in any Fund or Account created under the Bond Resolution, after payment in full of the Series 2020 Bonds (or provision for payment thereof having been made in accordance with

the provisions of the Bond Resolution) and the fees, charges and expenses of the Fiduciaries, the County and the Authority in accordance with the Bond Resolution and this Loan Agreement, shall belong to and be paid to the Municipality pursuant to Section 511 of the Bond Resolution. Notwithstanding the above, if the Series 2020 Bonds shall have been defeased in accordance with Section 1301 of the Bond Resolution, any moneys held by a Fiduciary in trust for the payment and discharge of any Bonds that remain unclaimed for five (5) years (or such other time period as may be set forth at N.J.S.A. 46:30B-37) shall be repaid by the Fiduciary to the State Treasurer in accordance with the provisions of N.J.S.A. 46:30B-1 et seq., free and clear of the lien created by the Bond Resolution.

SECTION 8.5. Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 8.6. Notices and Demands. All notices, demands or other communications provided for in this Loan Agreement shall be in writing and shall be delivered personally, by facsimile transmission (with written confirmation of receipt) in accordance herewith and sent by certified or registered mail, personal delivery or recognized overnight delivery to (i) the Municipality at «FIELD3», «FIELD4», New Jersey «FIELD5», Attn: «FIELD6», (ii) the Authority at 101 Interchange Plaza, Cranbury, New Jersey 08512, Attn: Chairman, (iii) Bond Counsel to the Authority, Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, P.O. Box 10, Woodbridge, New Jersey 07095-0958, Attention: Lisa A. Gorab, Esq., (iv) the Trustee at 2059 Springdale Road, Cherry Hill, New Jersey 08003, Attn: Institutional Trust Department/Kelly M. Bekas, (v) the County at the Middlesex County Administration Building, John F. Kennedy Square, 75 Bayard Street, New Brunswick, New Jersey 08901, Attn: Clerk of Board of Chosen Freeholders and the Chief Financial Officer of the County and (vi) Office of County Counsel, Middlesex County Administration Building, John F. Kennedy Square, 75 Bayard Street, New Brunswick, New Jersey 08901, Attn: Thomas F. Kelso, Esq., or to such other representatives or addresses as the Authority, the Municipality, the Trustee or the County may from time to time designate by written notice to the parties hereto or beneficiaries hereof.

SECTION 8.7. Headings. The Article and Section headings in this Loan Agreement are inserted for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

SECTION 8.8. Non-Waiver. It is understood and agreed that nothing contained in this Loan Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right not explicitly waived in this Loan Agreement.

SECTION 8.9. Survival of Loan Agreement. Notwithstanding anything else to the contrary herein, the provisions of Sections 2.2(a) and (d), 3.2 and 6.1 shall survive the expiration of the Loan Term and the final maturity of the Series 2020 Bonds.

SECTION 8.10. Governing Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Authority has caused this instrument to be signed by its Chairman as its duly authorized officer and its official seal to be hereunto affixed and the Municipality has caused this instrument to be executed in its name by its Mayor and its official seal to be hereunto affixed, all as of the day and year first above written.

**Witness as to the Middlesex
County Improvement Authority**

**MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY**

**PAUL ABBEY,
Secretary/Treasurer**

**JAMES P. NOLAN,
Chairman**

(SEAL)

Witness as to the Municipality

«FIELD1» OF «FIELD2»

(SEAL)

**APPROVED AND ACCEPTED:
COUNTY OF MIDDLESEX**

**RONALD G. RIOS,
Director
Board of Chosen Freeholders**

EXHIBIT A

2020 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

**DESCRIPTION OF VARIOUS CAPITAL IMPROVEMENTS AND EQUIPMENT AND
ANNUAL LOAN PAYMENTS**

SEE ATTACHED SCHEDULE A

EXHIBIT B

**CERTIFICATE AS TO AUTHORIZED
MUNICIPAL REPRESENTATIVE**

I, _____, the duly elected/appointed and acting _____ of the _____ of _____, in the County of Middlesex (the "Municipality"), a municipal corporation of the State of New Jersey, DO HEREBY CERTIFY that I am duly authorized under the Loan Agreement (as hereinafter defined) to execute and deliver this certificate on behalf of the Municipality. I DO HEREBY FURTHER CERTIFY as follows:

1. _____ is the _____ of the Municipality.

2. _____ is the _____ of the Municipality.

3. The following individual(s) have each been designated as Authorized Municipal Representatives in accordance with the provisions of the Loan Agreement and each are duly qualified, empowered and authorized so to act on behalf of the Municipality and to deliver documents on behalf of the Municipality.

<u>Name</u>	<u>Signature</u>
_____	_____
_____	_____

Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed thereto in a Loan and Security Agreement dated as of _____, 2020 by and between the Middlesex County Improvement Authority and the Municipality and approved by the County of Middlesex (the "Loan Agreement").

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2020.

_____ **OF** _____

Name:
Title:

EXHIBIT C

The name/address/phone number of the Trustee is:

TD Bank, National Association
2059 Springdale Road
Cherry Hill, New Jersey 08003
Attention: Institutional Trust Department/Kelly M. Bekas

Phone number: (856) 685-5144
Fax number: (856) 685-5267
Email: kelly.bekas@td.com

Fed-Wire Instructions:

TD Bank, National Association
ABA Number 011600033
TD Wealth Management
A/C 60157930
Reference: MCIA 2020 - («FIELD1» OF «FIELD2»)
Attention: Kelly M. Bekas

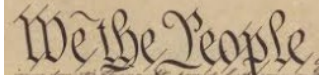
EXHIBIT B

**Middlesex County Improvement Authority
2020 Capital Equipment and Improvement Financing Program**

Project List

South Amboy City

Project	Quantity	Est. Cost	Useful Life
<u>Loan</u>			
Fire Trucks	2	\$1,083,000.00	10 Years
Turn Out Gear	20	\$53,200.00	5 Years
Air Packs	20	\$222,300.00	5 Years
Subtotal		\$1,358,500.00	
<u>Lease</u>			
None		\$0.00	
Subtotal		\$0.00	
Loan Total:		\$1,358,500.00	
Lease Total:		\$0.00	
Combined Total:		\$1,358,500.00	



August 2nd, 2020

Ms. Deborah Brooks
140 North Broadway
South Amboy, NJ 08879

Re: Discussion items/questions to be asked at August 19th, 2020 – Mayor and Council combined Business
AND Regular Meeting

Dear Ms. Brooks:

Please see below for my list of questions to be read aloud and answered at this month's Council meeting:

1. Was the \$1,500 per unit water hookup that is standard for South Amboy waived for Woodmont?
2. Who is responsible for overseeing the actions of the South Amboy Redevelopment Agency?
3. Have City officials met with the new owners of the Woodmont property?
4. At which meeting were the Council Meeting minutes approved for October 22, 2018 and December 19th, 2018?
5. Why is the City denying free assistance from citizens like myself? I've offered to volunteer for this administration numerous times and successfully volunteered all over South Amboy. I'm left wondering – do our City officials have a problem with me personally or is this administration completely committed to keeping the public uninformed?
6. Who is developing the fund distribution plan for the 5.3 million dollar grant received from the federal grant?
7. What percentage of the City's annual PILOT revenue has this Mayor's administration committed to the school system?
8. What concessions did the City win from Manhattan Beach Project throughout the negotiation process?
9. Who was at the table with the developer's negotiators advocating for the City's current residents and property owners in regards to the Manhattan Beach Club?
10. Who is responsible for oversight of the Business Administrator and City Attorney?

With many thanks and hope you are staying healthy

The Citizen's Office of Brandon "Be Russ" Russell

Brandon "Be Russ" Russell
