

**THIS MEETING IS BEING HELD ELECTRONICALLY
TO JOIN FROM YOUR COMPUTER, TABLET OR SMARTPHONE**

<https://global.gotomeeting.com/join/331110925>

To participate by computer, tablet or smartphone, it is necessary to download the following application: <https://global.gotomeeting.com/install/331110925>
OR CALL 1 408-650-3123 AND ENTER ACCESS CODE 331110925 FOLLOWED BY
THE # KEY

AGENDA FOR BUSINESS MEETING , September 2, 2020 AT 6:00 P.M.

OPENING PRAYER AND SALUTE TO THE FLAG

ROLL CALL: DATO _____, MCLAUGHLIN _____, NOBLE _____,
REILLY _____, GROSS _____

CERTIFICATION OF MEETING BY COUNCIL PRESIDENT

GRIEVANCE: Carried from August 19, 2020

DISCUSSION:

1. Resolution for 2020 County Board Tax Appeals
2. Ordinance amending Ordinance 1036 - removing expired residential handicapped parking spaces
3. Resolution to approve Minutes from the October 22, 2018 and December 19, 2018 meetings

RESOLUTIONS:

RESOLUTION NO. 20-281

APPROVING PAYMENT OF BILLS

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby receive and file the bills list dated August 27, 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. 20-281 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION NO. 20-282

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 August 19, 2020 Council Meeting.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-282 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION NO. 20-283
PLENARY RETAIL LICENSE 1220-33-005-006 RENEWAL FOR 2019-2020

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-283 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION NO. 20-284
LIQUOR LICENSE RENEWAL FOR 2020-2021

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 20-284 is hereby approved. **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

OPEN PUBLIC
CLOSE PUBLIC

MOVED by: _____, of the Council of the City of South Amboy, that Ordinance #12-2020 is hereby adopted.
SECONDED by: _____, **ROLL CALL VOTE**

COMMENTS:

PUBLIC COMMENTS:

ADJOURNMENT OF MEETING:

CITY OF SOUTH AMBOY
 COUNTY OF MIDDLESEX

RESOLUTION 20-
 2020 COUNTY BOARD TAX APPEALS

WHEREAS, the owners of property on the tax map of the City of South Amboy, did file appeals with the Middlesex County Board of Taxation for the year 2020; and

WHEREAS, the Middlesex County Board of Taxation has entered Judgments on August 20, 2020 wherein assessments on said properties are reduced as follows:

<u>Appeal No.</u>	<u>Block</u>	<u>Lot</u>	<u>Qual</u>	<u>Original Assessment</u>	<u>Judgment</u>	<u>Adjustment of Assessed Value</u>	<u>TOTAL \$ Adj Tax Rate .02817</u>
20-2000001	61	13	C01	307900	270000	37900	1067.64
20-2000002L	47	20	C11	252400	224500	27900	785.94
20-2000003	47	20	C33	252400	224500	27900	785.94
20-2000004L	172	10	C18	387000	345000	42000	1183.14
20-2000005L	61	13	C21	307900	295000	12900	363.39
20-2000006L	161.02	20.18	C24	410000	345000	65000	1831.05
20-2000007L	47	8.02		609200	500000	109200	3076.16
20-2000012	172	10	C29	410000	345000	65000	1831.05
20-2000019L	47	20	C06	237400	224500	12900	363.39
20-2000022L	47	8.01		632200	550000	82200	2315.57
20-2000023L	161.03	20.10	C87	450300	447000	3300	92.96
20-2000024L	161.03	20.10	C77	449000	447000	2000	56.34
20-2000025L	161.02	20.18	C22	387000	345000	42000	1183.14
20-2000027A	114	3		225900	217900	8000	225.36
20-2000028L	161.02	20.18	C05	410000	345000	65000	1831.05
						603200	16992.14

WHEREAS, as a result of said reduction in assessment the 2020 tax amount to be collected is reduced by 16992.14 for 2020 and the assessed value reduced by 603200, and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex, the Tax Collector of the City of South Amboy, County of Middlesex be instructed to adjust the 4th quarter 2020, refund over payment of 3rd quarter 2020 and adjust 1st & 2nd quarter 2021 is effective 45 days from day of judgement or October 5, 2020 according to N.J.S.A. 54:69.1 & .2 & N.J.S.A. 54:2-40

FURTHER, BE IT RESOLVED that the City Clerk serve certified copies of this resolution upon the Tax Collector and Tax Assessor.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

ORDINANCE #13-2020

**AN ORDINANCE AMENDING ORDINANCE NO. 1036
ENTITLED "PARKING AND TRAFFIC REGULATIONS"
FOR THE CITY OF SOUTH AMBOY, IN THE COUNTY
OF MIDDLESEX AND STATE OF NEW JERSEY.**

BE AND IT IS HEREBY ORDAINED that Ordinance No. 1036, entitled "Parking and Traffic Regulations" is hereby amended as follows:

ARTICLE V Handicapped Parking

Section 5-1 Special Parking for Handicapped
Section X Handicapped Parking

Remove the Following:

<u>NAME OF STREET</u>	<u>LOCATION</u>
150 Augusta Street	
237 Augusta Street	485 feet west of Broadway and ending 21 feet west of that point
329 Augusta Street	Beginning at a point 356 South from the curb line at the intersection of Augusta Street and Stevens Avenue and continuing 22 feet Westerly therefrom.
420 Catherine Street	Beginning at a point 312 feet East from the curb line at the intersection of Feltus Street and Catherine Street and continuing 22 feet Easterly there from.
358 Conover Street	Beginning at a point 165 feet West of Ridgeway Avenue, 489 feet East of Alpine Street Ending 21 feet East thereof.
233 David Street	Beginning at a point 409 feet West from the curb line at the Intersection of Broadway and David Street and continuing 22 feet Westerly therefrom.
240 Henry Street	Beginning at a point 529 feet West from the curb line at the intersection of Broadway and Henry Street and continuing Easterly to the Beginning of the driveway for 238 Henry Street.

Or Beginning at a point 387 feet east from the curb line at Stevens Avenue and continuing 22 east therefrom.

322 Henry Street Beginning 302 feet West from the curb line at the intersection of Stevens Avenue and Henry Street and continuing 22 feet Easterly therefrom to the orange line marking the end of the parking spot.

346 Henry Street

315 John Street Beginning 161 feet West of the intersection of John Street and S. Stevens Avenue and ending 21 feet west of that point.

358 John Street

253 Main Street

259 Main Street Beginning at a point 215 feet West from The curb line at the intersection of Stockton Street and Main Street and continuing 22 feet Westerly there from.

213 So. Stevens Street Beginning 160 feet North from the curb line of the intersection of Bordentown Avenue and South Stevens and ending 22 feet southerly thereof.

548 Washington Avenue Beginning 26 feet east of the telephone pole At the corner of Elm Street and continuing 21 Feet easterly there from.

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.

The Municipal Clerk shall serve a certified true copy of this Ordinance upon the South Amboy Police Department.

The foregoing ordinance having been introduced and passed on first reading by the Council of the City of South Amboy, in the County of Middlesex on Wednesday, October _____, will be considered for final passage and adoption at a public hearing held at a meeting beginning at 7:00 p.m. on Wednesday, November _____ at City Hall, 140 North Broadway, South Amboy, New Jersey when and where or at such time and place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

First Reading and Introduction:

1st Publication

Second Reading and Adoption:

2nd Publication:

**MINUTES
SPECIAL COUNCIL MEETING
October 22, 2018**

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

5:00 P.M.

The Special Council Meeting held at South Amboy City Hall, 140 North Broadway, South Amboy, New Jersey, was called to order by Council President Gross at 5:00 P.M. The Acting City Clerk read the Opening Prayer and all recited the Pledge of Allegiance.

Council President Gross stated that this meeting was published in the Home News Tribune on October 19, 2018 and provided to the star ledger, filed with the city clerk and posted in the municipal building on October 19, 2018.

1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT

Mr. Gross Announced that the meeting would go into closed session due to the meeting be called for Contract Negotiations.

2. OPENING PRAYER AND SALUTE TO THE FLAG

3. ROLL CALL: DATO____, McLAUGHLIN____, NOBLE____, REILLY____, GROSS____

4. CERTIFICATION OF MEETING BY COUNCIL PRESIDENT

PRESENT: Councilman Gross, Councilwoman Dato, Councilwoman Noble, Councilman Reilly, Councilman McLaughlin, Mayor Henry

ROLL CALL – Dato – YES, McLaughlin – YES, Noble – YES, Reilly – YES, Gross – YES

ADJOURNMENT OF MEETING:

Council President Gross called for a motion to adjourn. Councilwoman Noble made a motion to adjourn, motion was seconded by Councilwoman Dato.

ROLL CALL – Dato – YES, McLaughlin – YES, Noble – YES, Reilly – YES, Gross – YES

**MINUTES
COUNCIL MEETING
DECEMBER 19, 2018**

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

7:00 P.M.

The Meeting held at South Amboy City Hall, 140 North Broadway, South Amboy, New Jersey, was called to order by Council President Gross at 7:00 P.M. The Acting City Clerk read the Opening Prayer and all recited the Pledge of Allegiance.

Council President Gross stated that this meeting was published in the Home News Tribune on December 21, 2017 and provided to the star ledger, filed with the city clerk and posted in the municipal building on December 21, 2017.

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

PRESENT: Councilman Gross, Councilwoman Dato, Councilwoman Noble, Councilman Reilly

ROLL CALL – Dato – YES, McLaughlin – YES, Noble – YES, Reilly – YES, Gross – YES

Mr. Bauman of McManimon, Scotland and Bauman attended the meeting and addressed the public and council with their various questions and concerns regarding Manhattan Beach project. Many of the public were very concerned. Mr. Bauman did his best to ease their concerns and explained in grave detail the financial agreement with Samboy Urban Renewal, LLC. (Again, this section of the audio was inaudible)

CONSENT AGENDA:

- | | | |
|-----|-------------|---|
| a.) | R-183-2018- | Resolution for Liquor License Transfer |
| b.) | R-184-2018- | Resolution for Disabled Property Tax Deduction |
| c.) | R-185-2018- | Resolution for Veteran Property Tax Deduction |
| d.) | R-186-2018- | Resolution Awarding Purchase Under State Contract #A82770 Diesel Fuel and Heating Oil |
| e.) | R-187-2018- | Resolution for Emergency at Raritan Street Pump Station- Pumping Services, Inc. |
| f.) | R-188-2018- | Resolution for Emergency Sanitary Sewer Line Inspection and Cleaning at Stockton Street- Oswald Enterprises, Inc. |
| g.) | R-189-2018- | Resolution for Emergency Sanitary Sewer Line Inspection and Cleaning at Bordentown Ave and Ward Ave. |
| h.) | R-190-2018- | Resolution for Continuing Support and Appointment of Members to the City of South Amboy Sustainable Jersey Green Team |
| i.) | R-191-2018- | Resolution for Governor’s Council on Alcoholism and Drug Abuse- Fiscal Grant Cycle July 2014 to June 2019 |
| j.) | R-192-2018- | Resolution Cancelling Real Property Tax Bill for Block 161.02, Lots 20.02 and |

- 20.03
- k.) R-193-2018- Resolution Approving Qualifications for Professional Services for the City of South Amboy
 - l.) R-194-2018- Resolution Authorizing the Award of a Contract for Planning Board Planner
 - m.) R-195-2018- Resolution Authorizing the Award of a Contract for Consulting Engineer Services
 - n.) R-196-2018- Resolution Authorizing the Award of a Contract for Special Services Engineer
 - o.) R-197-2018- Resolution Authorizing the Award of a Contract for Special Services Engineer
 - p.) R-198-2018- Resolution Authorizing the Award of a Contract for Planning Board Attorney
 - q.) R-199-2018- Resolution Authorizing the Award of a Contract for Bond Counsel
 - r.) R-200-2018- Resolution Authorizing the Award of a Contract for Special Tax Counsel
 - t.) R-201-2018- Resolution Authorizing the Award of a Contract for Auditor
 - u.) R-202-2018- Resolution Authorizing the Award of a Contract for IT Services
 - v.) R-203-2018- Resolution Authorizing the Award of a Contract for Risk Management Consultant/Liability Insurance Broker of Record
 - w.) R-204-2018- Resolution Authorizing the Award of a Contract for Risk Management Consultant/Group Medical and Prescription Insurance Broker
 - x.) R-205-2018- Resolution Authorizing the Award of a Contract for Grant Writer
 - y.) R-206-2018- 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
 - z.) R-207-2018- Resolution Authorizing Budget Transfers in Accordance with N.J.S.A 40A:4-58
 - aa.) R-208-2018- Resolution Increasing the Contract for the Award of Contract for Special Engineering Services
 - bb.) R-209-2018- Resolution Cancelling Balances of Completed General Capital Improvement Authorizations

Council President Gross called for a motion to approve. Councilwoman Noble made a motion, motion was seconded by Councilwoman Dato.

LIST OF BILLS FOR PAYMENT: (To be received and filed)

- a.) Bill list dated December 13, 2018

Council President Gross called for a motion to approve. Councilwoman Noble made a motion to approve, motion was seconded by Councilwoman Dato.

ORDINANCES:

- a.) #18-2018- 2nd Reading AN ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY AMENDING THE BEACH CLUB DISTRICT REDEVELOPMENT PLAN

Council President Gross called for a motion to approve. Councilwoman Noble made a motion to approve, motion was seconded by Councilwoman Dato.

- b.) #19-2018- 2nd Reading ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY APPROVING APPLICATIONS FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE

EXECUTION OF A FINANCIAL AGREEMENT WITH SAMBOY
PARTNERS URBAN RENEWAL, LLC

Council President Gross called for a motion to approve. Councilwoman Noble made a motion to approve, motion was seconded by Councilwoman Dato.

c.) #20-2018- 2ND Reading AN ORDINANCE AMENDING AND SUPPLEMENTING SOUTH AMBOY CITY CODE, CHAPTER 19, ENTITLED "POLICE REGULATIONS", ARTICLE II, EMPLOYMENT OF OFF DUTY POLICE OFFICERS (ORDINANCE No. 13-92)

Council President Gross called for a motion to approve. Councilwoman Noble made a motion to approve, motion was seconded by Councilwoman Dato.

d.) #21-2018- 2ND Reading AN ORDINANCE AMENDING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS" FOR THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY

Council President Gross called for a motion to approve. Councilwoman Noble made a motion to approve, motion was seconded by Councilwoman Dato.

e.) #22-2018- 2ND Reading AN ORDINANCE AMENDING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS" FOR THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY

Council President Gross called for a motion to approve. Councilwoman Noble made a motion to approve, motion was seconded by Councilwoman Dato.

COMMENTS:

Each Council member made comment regarding the many events in town. (Comment section of recording was inaudible)

ADJOURNMENT OF MEETING:

Council President Gross called for a motion to adjourn. Councilwoman Noble made a motion to adjourn, motion was seconded by Councilwoman Dato.

ROLL CALL – Dato – YES, McLaughlin – YES, Noble – YES, Reilly – YES, Gross – YES

SHARED SERVICES AGREEMENT BETWEEN TOWNSHIP OF WOODBRIDGE AND CITY OF SOUTH AMBOY
FOR MUTUAL AID EMERGENCY MEDICAL SERVICES

This Shared Services Agreement, made this ____ day of _____, 2020 by and between the Township of Woodbridge, having offices located at 1 Main Street, Woodbridge, New Jersey (hereinafter "Township") and the City of South Amboy, having offices located at 140 N. Broadway, South Amboy, New Jersey 08879 (hereinafter "City"), collectively, the ("Parties");

Whereas, the Township is responsible for the delivery of emergency medical services to the residents of the township; and

Whereas, the Township has the ability to provide mutual aid emergency medical services to the residents of the communities surrounding the township; and

Whereas, the City and the Township are desirous of entering into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-4 et seq. for the provision of mutual aid emergency medical services;

Now, Therefore, in consideration of the mutual and joint obligations set forth herein and other valuable consideration, the Township and the City mutually agree on this ____ day of _____, 2020 as follows:

1. The Parties have agreed that the Township shall be the primary provider of mutual aid basic life support (BLS) emergency medical services for the City between the hours of 05:00 and 17:00, seven days per week, commencing September 1, 2020 at 0:00 and concluding August 31, 2021 at 23:59. Either party may terminate this Agreement with or without cause upon providing one hundred and twenty (120) days prior written notice to the other party. Notices shall be sent by certified mail, return receipt requested, to the attention of the Business Administrator of the City of South Amboy and to the Business Administrator of the Township of Woodbridge.
2. The Township shall use its best efforts to ensure that an available ambulance will be stationed at the Fords Firehouse, located at 667 King Georges Road, between the hours of 05:00 and 17:00, seven days a week.
3. The Township shall use its best efforts to ensure that an available ambulance is stationed at the Woodbridge Township Ambulance and Rescue Squad, located at 77 Queen Road, between the hours of 17:00 and 05:00, seven days a week.
4. Upon receipt of a request for mutual aid BLS emergency medical services from the City, the Township shall process the request and dispatch the closest available ambulance. In the event that there is no ambulance available for dispatch from the Township, the Township shall be responsible for requesting mutual aid resources from other municipalities.
5. The residents of the City shall be billed at the same rate as set forth by the Township policy. The patient is billed for services only when transported to the hospital at a standard rate of \$900.00 plus \$30.00 per loaded mile and \$50.00 for oxygen. Patients will not be billed for responding, evaluations at the scene, refusing medical attention, lift assists, or services not rendered.

6. Residents of the City shall be “soft billed” by all Township BLS agencies (Woodbridge Township Ambulance & Rescue Squad, Port Reading First Aid Squad, Avenel-Colonia First Aid Squad, and Colonia First Aid Squad). All Township BLS agencies shall accept the amount that is paid by the City resident’s insurance provider. The City resident will not be responsible for any out of pocket expenses related to the transport. After the resident’s primary insurance company has made payment for the transport, an inquiry shall be sent to the resident requesting additional insurance information. If said resident does not have secondary insurance, the balance will be removed.
7. The City shall pay to the Township \$8,750 to help offset the cost of providing the BLS emergency medical service. This payment shall be payable prior to commencement of this agreement.
8. The Township will continue to ensure that all BLS emergency medical services agencies who provide mutual aid in accordance with the terms of this Shared Services Agreement are New Jersey State Licensed providers and that their vehicles are registered and appropriately insured.
9. The Parties agree that the delivery of mutual aid basic life support services by the Township will be overseen by the Township’s EMS Manager. The EMS Manager continues to provide the City’s EMS providers with strong and effective leadership, supervision, and oversight at the highest level.
10. In the event of any breach or default of this Agreement the aggrieved party may at any time, and in its sole discretion, after notice, cure said breach or default for the account of and at the expense of the defaulting or breaching party. If the aggrieved party is compelled to pay or elects to pay any sum or money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees and court costs in instituting, prosecuting or defending any action to enforce the aggrieved party's rights under this Agreement, the sum so paid by the aggrieved party, with all interest, costs and damages, shall be deemed to be additional costs and shall be due from the defaulting or breaching party within thirty (30) days following the incurring of the respective expenses by the aggrieved party.
11. In reference to this Agreement, the City shall indemnify, protect, and hold harmless the Township from and against any and all damages of any nature and kind, claims, suits or proceedings of any nature and kind, judgments, liabilities, losses, costs and expenses (including, but not limited to, attorneys' fees, court and arbitration costs) brought against the Township in connection with the services contemplated in this Agreement.
12. Pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., this Agreement shall be filed with and open to the public for inspection at the offices of the Township Clerk of the Township of Woodbridge and the City Clerk of the City of South Amboy, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto.
13. Pursuant to N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes by both parties hereto
14. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of their respective rights hereunder shall not waive such rights, but each party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

15. If any provision of this Agreement shall be adjudicated by a court of competent jurisdiction as invalid, unenforceable or inapplicable with respect to any party herein, the remainder of this Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.

For the Township:

Witness:

For the City:

Witness:

Vito Cimilluca
Business Administrator

Glenn Skarzynski
Business Administrator

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION #20-281
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 26, 2020, as presented by the Chief Financial Officer.

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

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Bill List
9/6/2020

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	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
A0000011 Griffith-Allied Trucking, LLC															
	20-01691	08/17/20	Diesel Fuel-15082402 - DPW	20-00005	C	565.40	0-01-31-430-250		B Utilities - Gasoline	R	01/28/20	08/26/20		15082402	N
	1		Diesel Fuel-15082402 - DPW												
	20-01706	08/18/20	Diesel Fuel- 15102060	20-00005	C	541.53	0-01-31-430-250		B Utilities - Gasoline	R	01/28/20	08/26/20		15102060	N
	1		Diesel Fuel- 15102060												
	20-01766	08/26/20	Diesel Fuel -15118353	20-00005	C	454.16	0-01-31-430-250		B Utilities - Gasoline	R	01/28/20	08/27/20		15118353	N
	1		Diesel Fuel -15118353												
	Vendor Total:		1,561.09												
ALPHA010 AlphaDog, Inc.															
	20-01624	08/10/20	August'20 Website Maintenance	20-00002	C										
	1		August'20 Website Maintenance			720.00	0-01-20-100-195		B Admin: Professional Consultant & Spec	R	08/10/20	08/25/20		24626	N
	2		Municipal website Hosting Serv			75.00	0-01-20-100-195		B Admin: Professional Consultant & Spec	R	08/10/20	08/25/20		24626	N
	3		Post to Facebook and Twitter			125.00	0-01-20-100-195		B Admin: Professional Consultant & Spec	R	08/10/20	08/25/20		24626	N
	4		Social Media Archiving			50.00	0-01-20-100-195		B Admin: Professional Consultant & Spec	R	08/10/20	08/25/20		24626	N
						970.00									
	Vendor Total:		970.00												
AMBE011 Ambient Conditioning Inc.															
	20-01694	08/17/20	City Hall A/C			919.00	0-01-26-310-035		B B&G: Building & Facility Repair	R	08/17/20	08/25/20		798818	N
	1		City Hall A/C												
	20-01695	08/17/20	City Hall A/C			965.62	0-01-26-310-035		B B&G: Building & Facility Repair	R	08/17/20	08/25/20		798811	N
	1		City Hall A/C												
	20-01765	08/26/20	HVAC - start cooling- A/C-DPW			260.49	0-01-26-310-035		B B&G: Building & Facility Repair	R	08/26/20	08/27/20		798140	N
	1		HVAC - start cooling- A/C-DPW												
	Vendor Total:		2,145.11												

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 2

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
C0000002 Cablevision of Raritan Valley													
	20-01676	08/17/20	8/8/20-9/7/20-DPW										
	1	8/8/20	9/7/20-DPW	179.37	0-01-31-430-245		B Utilities - Internet	R	08/17/20	08/26/20			N
	20-01767	08/26/20	8/22/20-9/21/20 102 N Feltus										
	1	8/22/20	9/21/20 102 N Feltus	115.39	0-01-31-430-245		B Utilities - Internet	R	08/26/20	08/27/20			N
	Vendor Total:			294.76									
E0000001 E&G Exterminators, Inc.													
	20-01689	08/17/20	July 2020 - Exterminator		20-00004	C							
	1	July 2020	- Exterminator	125.00	0-01-26-310-150		B B&G: Other Contractual Services	R	01/15/20	08/26/20		513026	N
	Vendor Total:			125.00									
F0000042 Fire Fighter One, LLC													
	20-00743	03/27/20	Fire Dept.- facepiece adapters										
	1	Fire Dept.-	facepiece adapters	2,475.00	0-01-25-265-045		B Fire Dept: Clothing & Uniforms	R	03/27/20	08/26/20		SI-00507106	N
		Tracking Id:	COVID-19 COVID-19										
	2	Tracking Id:	COVID-19 COVID-19	954.81	0-01-25-265-045		B Fire Dept: Clothing & Uniforms	R	03/27/20	08/26/20		SI-00507106	N
				3,429.81									
	Vendor Total:			3,429.81									
G0000002 Gannett, NJ Partners LP													
	20-01704	08/18/20	July'20 invoice. 0003461396										
	1	July'20 invoice.	0003461396	51.60	0-01-20-110-025		B Mayor/Council: Advertising	R	08/18/20	08/26/20		0003461396	N
				168.99	0-01-20-120-025		B Clerk: Advertising						
				220.59									
	Vendor Total:			220.59									
G0000048 Gold Type Business Machines													
	20-01673	08/17/20	INFOCOP LIC RENEWAL										
	1	INFOCOP LIC	RENEWAL	2,625.00	0-01-25-240-150		B Police: Other Contractual Services	R	08/17/20	08/26/20		0000026273	N
	Vendor Total:			2,625.00									

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 3

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
GARDE010 Garden State Highway Products,														
20-01458 07/14/20 LED road flares & batons														
	1		LED road flares & batons	530.00	0-01-25-252-299			B OEM: Miscellaneous Other Expenses	R	07/14/20	08/25/20		PSIN014500	N
	2		Freight - outbound	49.50	0-01-25-252-299			B OEM: Miscellaneous Other Expenses	R	07/14/20	08/25/20		PSIN014500	N
				579.50										
			Vendor Total:	579.50										
I0000002 Industrial Welding Supply, Inc														
20-01601 08/05/20 Cylinder Rental- Mechanics														
	1		Cylinder Rental- Mechanics	32.20	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		08/17/20	08/26/20		R 72000814	N
			Vendor Total:	32.20										
ICCGE005 ICC General Code, Inc.														
20-01601 08/05/20 Code Supp #1														
	1		Code Supp #1	5,300.00	0-01-20-120-190			B Clerk: Printing & Binding	R	08/05/20	08/25/20		PG000022765	N
			Vendor Total:	5,300.00										
M0000004 Malouf Ford, Inc.														
20-01645 08/13/20 A/C part - Fire Police Truck														
	1		A/C part - Fire Police Truck	37.27	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/15/20	08/25/20		597716	N
20-01682 08/17/20 A/C parts - Fire Expedition														
	1		A/C parts - Fire Expedition	107.54	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/15/20	08/26/20		597502	N
20-01683 08/17/20 2002 Sensors Police#407														
	1		2002 Sensors Police#407	70.22	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/15/20	08/26/20		598438	N
20-01685 08/17/20 CREDIT														
	1		CREDIT	59.26	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		CM597502	N
20-01709 08/18/20 DPW VEHICLE #8 - EGR TUBE														
	1		DPW VEHICLE #8 - EGR TUBE	39.41	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		596535	N
20-01710 08/18/20 truck#6 parts														
	1		KIT - PART #:BC32*176038*A	8.74	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		593602	N

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 6

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P0000003 Pitney Bowes, Inc.														
	20-01752	08/25/20	PSX Program Fee July'20											
			1 PSX Program Fee July'20	5.00	0-01-26-307-150			B Sewer: Other Contractual Services	R	08/25/20	08/27/20		1016241599	N
				<u>5.00</u>	0-01-20-145-150			B Revenue: Other Contractual Services						
				10.00										
20-01768 08/26/20 PSX Letter Sort Fee July'20														
			1 PSX Letter Sort Fee July'20	122.80	0-01-26-307-150			B Sewer: Other Contractual Services	R	08/26/20	08/27/20		1016270517	N
				<u>122.80</u>	0-01-20-145-150			B Revenue: Other Contractual Services						
				245.60										
			Vendor Total:	255.60										
PARTS005 Parts Authority, LLC														
	20-01646	08/13/20	Truck#10 - Alternators		20-00007 C									
			1 Truck#10 - Alternators	151.87	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-066128	N
			2 Truck#10 - Alternators	<u>136.94</u>	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-066128	N
				288.81										
20-01647 08/13/20 Truck#28														
			1 Truck#28 stock mechanics	256.00	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-065931	N
			2 Truck#28 stock mechanics	<u>142.59</u>	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-065931	N
				398.59										
20-01648 08/13/20 Police#404 & Police#415														
			1 Police#404 & Police#415	218.40	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-065921	N
20-01649 08/13/20 Stock Mechanics														
			1 Stock Mechanics	109.20	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		127-118729	N
20-01650 08/13/20 DPW Truck#27														
			1 DPW Truck#27	6.64	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-066561	N
20-01651 08/13/20 BATTERY - STOCK MECHANICS														
			1 BATTERY - STOCK MECHANICS	109.20	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		127-118729	N
20-01652 08/13/20 CARWASH SOAP- MECHANICS STOCK														
			1 CARWASH SOAP- MECHANICS STOCK	172.98	0-01-26-315-100			B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-066715	N

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 7

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
PARTS005 Parts Authority, LLC			Continued						
20-01653 08/13/20 Police#410		20-00007 C							
1 ignition coil- Police#410	22.65	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-066907	N
2 Spark Plug - Police#410	21.36	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-066907	N
	44.01								
20-01654 08/13/20 brake cleaner -stock mechanic		20-00007 C							
1 brake cleaner -stock mechanic	33.00	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/25/20		301-066906	N
20-01667 08/17/20 Credit		20-00007 C							
1 credit	256.00-	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		301-10474	N
20-01669 08/17/20 Wiper blades - Stock Mechanics		20-00007 C							
1 Wiper blades - Stock Mechanics	38.08	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		301-06176	N
20-01670 08/17/20 Truck#10 - alternator		20-00007 C							
1 Truck#10 - alternator	136.94	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		301-66135	N
20-01671 08/17/20 Fuel Pump - Police #410		20-00007 C							
1 Fuel Pump - Police #410	233.75	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		301-067639	N
20-01678 08/17/20 Police #406 A/C Switch Filter		20-00007 C							
1 Police #406 A/C Switch Filter	23.83	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		301-067647	N
20-01679 08/17/20 Police #407 & Stock Mechanics		20-00007 C							
1 A/C Switch police car#407	72.32	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		301-067766	N
2 Stock Mechanics - Jump & Carry	264.29	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		301-067766	N
	336.61								
20-01680 08/17/20 Fuel Pump Police#410		20-00007 C							
1 Fuel Pump Police#410	233.75	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		300-156017	N
20-01681 08/17/20 CREDIT		20-00007 C							
1 CREDIT	211.87-	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		301-010412	N
20-01684 08/17/20 CREDIT		20-00007 C							
1 CREDIT	109.20-	0-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/28/20	08/26/20		301-010424	N

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 9

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date Invoice	1099 Excl
S0000070 Sanitary Fuels Oil Co.											
	20-01690	08/17/20	Service Call- Burner Service								
			1 Service Call- Burner Service	65.00	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		08/17/20 08/26/20	074749	N
			Vendor Total:	65.00							
SIGNS006 Signs & Safety Devices, LLC											
	20-01610	08/06/20	Recycle/Senior/Veteran Parking	256.00	G-02-41-775-302		B Recycling Enhancement Grant Middlesex Ct R		08/06/20 08/25/20	4692	N
			1 Recycle/Senior/Veteran Parking	256.00	G-02-41-775-302		B Recycling Enhancement Grant Middlesex Ct R		08/06/20 08/25/20	4692	N
			2 12" x 18" Reserved Parking	16.50	0-01-26-290-220		B Streets/Roads: Signs R		08/06/20 08/25/20	4692	N
			3 12" x 18" Veteran Parking ONLY	16.50	0-01-26-290-220		B Streets/Roads: Signs R		08/06/20 08/25/20	4692	N
			4 Shipping	25.00	G-02-41-775-302		B Recycling Enhancement Grant Middlesex Ct R		08/06/20 08/25/20	4692	N
				314.00							
			Vendor Total:	314.00							
STAHL005 James E. Stahl Esq.											
	20-01705	08/18/20	August Retainer		20-00014 C						
			1 August Retainer	1,000.00	0-01-21-180-195		B Planning Board: Prof Consultant & Spec R		01/28/20 08/26/20	8-2020	N
			Vendor Total:	1,000.00							
T0000003 The Hose Shop, Inc.											
	20-01581	08/03/20	HOSE CONNECTOR								
			1 HOSE CONNECTOR	7.06	0-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		08/03/20 08/26/20	00218434	N
			Vendor Total:	7.06							
TELCO005 TELCO COMMUNICATIONS											
	20-01712	08/18/20	FH Siren Electrical Repair								
			1 FH Siren Electrical Repair	310.00	0-01-25-265-105		B Fire Dept: Maint of Other Equipment R		08/18/20 08/26/20	0812820SA-OEM	N
			2 Travel	60.00	0-01-25-265-105		B Fire Dept: Maint of Other Equipment R		08/18/20 08/26/20	0812820SA-OEM	N
				370.00							
			Vendor Total:	370.00							

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
U0000001 Uline														
20-01357 08/03/20 Outdoor Drop Box-Fire Dept														
	1		Outdoor Drop Box-Fire Dept	360.00	0-01-25-265-070			B Fire Dept: Gen Equipment and Machinery	R	08/03/20	08/25/20		122875759	N
	2		S&H	36.61	0-01-25-265-070			B Fire Dept: Gen Equipment and Machinery	R	08/04/20	08/25/20		122875759	N
				396.61										
Vendor Total:				396.61										
UNIFI005 UniFirst Corporation														
20-01337 07/01/20 DPW - Safety Shoes DPW														
	1		DPW - Safety Shoes DPW	2,900.00	0-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	07/01/20	08/26/20		073 8117918	N
20-01668 08/17/20 Uniforms - Dpw - 7.29.2020 20-00016 C														
	1		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-305-045			B Solid waste: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	2		Uniforms - Dpw - 7.29.2020	5.71	0-01-26-315-299			B Vehicle Maint: Misc Other Expenses	R	01/01/20	08/26/20		073 8125682	N
	3		Uniforms - Dpw - 7.29.2020	8.77	0-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	4		Uniforms - Dpw - 7.29.2020	8.77	0-01-26-307-045			B Sewer: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	5		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-305-045			B Solid waste: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	6		Uniforms - Dpw - 7.29.2020	8.77	0-01-26-305-045			B Solid waste: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	7		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-310-045			B B&G: Clothing & uniforms	R	01/01/20	08/26/20		073 8125682	N
	8		Uniforms - Dpw - 7.29.2020	8.77	0-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	9		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-305-045			B Solid waste: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	10		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-305-045			B Solid waste: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	11		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-310-045			B B&G: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	12		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-307-045			B Sewer: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	13		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-305-045			B Solid waste: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	14		Uniforms - Dpw - 7.29.2020	8.77	0-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	15		Uniforms - Dpw - 7.29.2020	8.77	0-01-26-305-045			B Solid waste: Clothing & uniforms	R	01/01/20	08/26/20		073 8125682	N
	16		Uniforms - Dpw - 7.29.2020	5.71	0-01-26-315-299			B Vehicle Maint: Misc Other Expenses	R	01/01/20	08/26/20		073 8125682	N
	17		Uniforms - Dpw - 7.29.2020	5.34	0-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	18		Uniforms - Dpw - 7.29.2020	3.70	0-01-26-306-299			B Recycling: Miscellaneous Other Expenses	R	01/01/20	08/26/20		073 8125682	N
	19		Uniforms - Dpw - 7.29.2020	8.77	0-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	20		Uniforms - Dpw - 7.29.2020	2.05	0-01-26-305-045			B Solid waste: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	21		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-305-045			B Solid waste: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
	22		Uniforms - Dpw - 7.29.2020	8.10	0-01-26-290-045			B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/26/20		073 8125682	N
				164.90										

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 11

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
Item Description	Amount	Charge Account	Acct Type Description								
UNIFI005 UniFirst Corporation			Continued								
20-01728 08/19/20 Uniform rental - 8.5.2020		20-00016 C									
1 Uniform rental - 8.5.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/26/20			073 8128756	N	
2 Uniform rental - 8.5.2020	5.71	0-01-26-315-299	B Vehicle Maint: Misc Other Expenses	R	01/01/20	08/26/20			073 8128756	N	
3 Uniform rental - 8.5.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/26/20			073 8128756	N	
4 Uniform rental - 8.5.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
5 Uniform rental - 8.5.2020	8.77	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
6 Uniform rental - 8.5.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & uniforms	R	08/19/20	08/26/20			073 8128756	N	
7 Uniform rental - 8.5.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
8 Uniform rental - 8.5.2020	8.10	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
9 Uniform rental - 8.5.2020	8.10	0-01-26-310-045	B B&G: Clothing & Uniforms	R	01/01/20	08/26/20			073 8128756	N	
10 Uniform rental - 8.5.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
11 Uniform rental - 8.5.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
12 Uniform rental - 8.5.2020	8.10	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
13 Uniform rental - 8.5.2020	8.10	0-01-26-310-045	B B&G: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
14 Uniform rental - 8.5.2020	8.10	0-01-26-307-045	B Sewer: Clothing & Uniforms	R	01/01/20	08/26/20			073 8128756	N	
15 Uniform rental - 8.5.2020	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
16 Uniform rental - 8.5.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
17 Uniform rental - 8.5.2020	8.77	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
18 Uniform rental - 8.5.2020	5.71	0-01-26-315-299	B Vehicle Maint: Misc Other Expenses	R	08/19/20	08/26/20			073 8128756	N	
19 Uniform rental - 8.5.2020	5.34	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
20 Uniform rental - 8.5.2020	3.70	0-01-26-306-299	B Recycling: Miscellaneous Other Expenses	R	01/01/20	08/26/20			073 8128756	N	
21 Uniform rental - 8.5.2020	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
22 Uniform rental - 8.5.2020	2.05	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/26/20			073 8128756	N	
	164.90										
20-01771 08/26/20 uniform rental-8.19.2020		DPW 20-00016 C									
1 uniform rental-8.19.2020 DPW	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	01/01/20	08/27/20			073 8134692	N	
2 uniform rental-8.19.2020 DPW	5.71	0-01-26-315-299	B vehicle Maint: Misc Other Expenses	R	01/01/20	08/27/20			073 8134692	N	
3 uniform rental-8.19.2020 DPW	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/01/20	08/27/20			073 8134692	N	
4 uniform rental-8.19.2020 DPW	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/27/20			073 8134692	N	
5 uniform rental-8.19.2020 DPW	8.77	0-01-26-307-045	B Sewer: Clothing & Uniforms	R	01/01/20	08/27/20			073 8134692	N	
6 uniform rental-8.19.2020 DPW	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/27/20			073 8134692	N	
7 uniform rental-8.19.2020 DPW	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/27/20			073 8134692	N	
8 uniform rental-8.19.2020 DPW	8.10	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/27/20			073 8134692	N	
9 uniform rental-8.19.2020 DPW	8.10	0-01-26-310-045	B B&G: Clothing & Uniforms	R	01/01/20	08/27/20			073 8134692	N	
10 uniform rental-8.19.2020 DPW	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/27/20			073 8134692	N	
11 uniform rental-8.19.2020 DPW	8.10	0-01-26-305-045	B Solid waste: Clothing & uniforms	R	08/19/20	08/27/20			073 8134692	N	

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 12

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
UNIFI005 UniFirst Corporation Continued									
20-01771 08/26/20 uniform rental-8.19.2020 DPW	Continued								
12 uniform rental-8.19.2020 DPW	8.10	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/27/20		073 8134692	N
13 uniform rental-8.19.2020 DPW	8.10	0-01-26-310-045	B B&G: Clothing & Uniforms	R	08/19/20	08/27/20		073 8134692	N
14 uniform rental-8.19.2020 DPW	8.10	0-01-26-307-045	B Sewer: Clothing & Uniforms	R	08/19/20	08/27/20		073 8134692	N
15 uniform rental-8.19.2020 DPW	8.10	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/27/20		073 8134692	N
16 uniform rental-8.19.2020 DPW	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/27/20		073 8134692	N
17 uniform rental-8.19.2020 DPW	8.77	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/27/20		073 8134692	N
18 uniform rental-8.19.2020 DPW	5.71	0-01-26-315-299	B Vehicle Maint: Misc Other Expenses	R	08/19/20	08/27/20		073 8134692	N
19 uniform rental-8.19.2020 DPW	5.34	0-01-26-305-045	B Solid waste: Clothing & Uniforms	R	08/19/20	08/27/20		073 8134692	N
20 uniform rental-8.19.2020 DPW	3.70	0-01-26-306-299	B Recycling: Miscellaneous Other Expenses	R	01/01/20	08/27/20		073 8134692	N
21 uniform rental-8.19.2020 DPW	8.77	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/27/20		073 8134692	N
22 uniform rental-8.19.2020 DPW	2.05	0-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	08/19/20	08/27/20		073 8134692	N
	164.90								
Vendor Total:	3,394.70								
v0000001 verizon									
20-01675 08/17/20 8/6/2020 732-525-0192									
1 8/6/2020 732-525-0192	206.58	0-01-31-430-240	B Utilities - Telephone	R	08/17/20	08/26/20			N
20-01748 08/24/20 8/15/20 250-717-101-0001-94									
1 8/15/20 250-717-101-0001-94	1,073.90	0-01-31-430-240	B Utilities - Telephone	R	08/24/20	08/26/20			N
20-01749 08/24/20 8/15/20 450-717-047-0001-08									
1 8/15/20 450-717-047-0001-08	6.55	0-01-31-430-240	B Utilities - Telephone	R	08/24/20	08/26/20			N
Vendor Total:	1,287.03								
v0000002 verizon wireless									
20-01734 08/20/20 July'20 - inv.9860768431		20-00020 C							
1 July'20 - inv.9860768431	1,416.44	0-01-31-430-240	B Utilities - Telephone	R	08/20/20	08/26/20		9860768431	N
Vendor Total:	1,416.44								
w0000017 w.b. Mason									
20-01609 08/06/20 wireless Mouse/Batteries-Code									
1 wireless Mouse/Batteries-Code	35.96	0-01-22-195-145	B Code: Office Supplies	R	08/06/20	08/25/20		212699432	N

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 13

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										
20-01609	08/06/20	Wireless Mouse/Batteries-Code			Continued								
2	Duracell Coppertop	AA battery	5.99	0-01-22-195-145		B Code: Office Supplies	R	08/06/20	08/25/20			212667394	N
			41.95										
20-01725	08/18/20	Staples for Copy Rm stapler											
1	Staples for Copy Rm	stapler	2.30	0-01-20-100-145		B Admin: Office Supplies	R	08/18/20	08/25/20			213013165	N
20-01731	08/19/20	OFFICE SUPPLIES,SR. CTR.											
2	OFFICE SUPPLIES,SR.	CTR.	47.17	0-01-28-371-145		B Senior Citizens: Office Supplies	R	08/19/20	08/25/20			213018789	N
3	OFFICE SUPPLIES,SR.	CTR.	20.92	0-01-28-371-145		B Senior Citizens: Office Supplies	R	08/19/20	08/25/20			213018789	N
			68.09										
Vendor Total:			112.34										

Total Purchase Orders: 75 Total P.O. Line Items: 173 Total List Amount: 80,780.93 Total Void Amount: 0.00

August 27, 2020
02:07 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	80,499.93	0.00	80,499.93	0.00	0.00	80,499.93
GRANT FUND	G-02	281.00	0.00	281.00	0.00	0.00	281.00
Total Of All Funds:		<u>80,780.93</u>	<u>0.00</u>	<u>80,780.93</u>	<u>0.00</u>	<u>0.00</u>	<u>80,780.93</u>

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION #20-282
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 August 19th, 2020 Council Meeting.

MINUTES FOR SPECIAL COUNCIL MEETING AUGUST 19, 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.

The City Clerk 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. Skarzynski reported he had just spoken to Mr. Michael Bukosky, PBA Attorney and would have an answer to the grievance at the next meeting.

DISCUSSION:

- 4 HOUR PARKING ON FIRST AND SECOND STREETS. – Mr. Skarzynski reported the Police Department would be moving ahead with the necessary study as the first step in the removal of the signs. The Council recommended the Police Department take into account the upcoming changes in their current ticketing actions.
- PLANNING BOARD COUNCIL REPRESENTATIVE – No Council member volunteered to replace Mr. McLaughlin as the representative on the Planning Board.

DISCUSSION/RESOLUTIONS:

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

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

MOVED by: Ms. Dato of the Council of the City of South Amboy, that Resolution No. 20-257 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

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: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-263 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

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 August 13, 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. Dato of the Council of the City of South Amboy, that Resolution No. 20-264 is hereby approved. **SECONDED by:** Mr. Reilly. **ROLL CALL VOTE:** All in favor.

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: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-265 is hereby approved. **SECONDED by:** Mr. McLaughlin **ROLL CALL VOTE:** Ayes: McLaughlin, Noble, Reilly, Gross Absent: Dato (technical difficulties)

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: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-266 is hereby approved. **SECONDED by:** Ms. Noble. **ROLL CALL VOTE:** Ayes: McLaughlin, Noble, Reilly, Gross Absent: Dato (technical difficulties)

RESOLUTION #20-267

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

MOVED by: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-267 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-268

RESOLUTION AWARDDING STATE CONTRACT #T3083 TO PURCHASE A LIVESCAN SYSTEM

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-268 is hereby approved. **SECONDED by:** Mr. Reilly. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-269

RESOLUTION AUTHORIZING THE PURCHASE OF AN EMERGENCY RESPONSE TRAILER AND BARRICADES

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-269 is hereby approved. **SECONDED by:** Ms. Dato. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-270

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

MOVED by: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-270 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

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: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-271 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-272

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

MOVED by: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-272 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

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: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-273 is hereby approved. **SECONDED by:** Ms. Noble. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-274

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

MOVED by: Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 20-274 is hereby approved. **SECONDED by:** Ms. Noble. **ROLL CALL VOTE:** All in favor **E**

RESOLUTION #20-275

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

MOVED by: Ms. Dato of the Council of the City of South Amboy, that Resolution No. 20-275 is hereby approved. **SECONDED by:** Ms. Noble. **ROLL CALL VOTE:** All in favor

RESOLUTION #20-276

RESOLUTION APPROVING TAX REFUND - ULLAH

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-276 is hereby approved. **SECONDED by:** Mr. Reilly **ROLL CALL VOTE:** All in favor

RESOLUTION #20-277

RESOLUTION APPROVING TAX REFUND – RODRIGUEZ (ELEVATED TITLE LLC)

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-277 is hereby approved. **SECONDED by:** Ms. Dato. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-278

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

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-278 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-279

RESOLUTION AUTHORIZING LIQUOR LICENSE RENEWALS FOR 2020-2021 TERM

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-279 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

RESOLUTION #20-280

RESOLUTION TAX REFUND - BOYCHUCK

MOVED by: Ms. Noble of the Council of the City of South Amboy, that Resolution No. 20-280 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

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: Mr. Reilly, 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: Ms. Dato, **ROLL CALL VOTE: All in favor.**

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: Mr. Reilly, 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: Ms. Dato, **ROLL CALL VOTE: All in favor.**

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: Mr. McLaughlin, 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: Mr. Reilly, **ROLL CALL VOTE: All in favor.**

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: Ms. Noble, 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: Mr. Reilly, **ROLL CALL VOTE: All in favor.**

COMMENTS:

Ms. Noble:

- Thanked all the First Responders and front line workers for their continued hard work during the pandemic.
- Gave a big thank you to DPW for the excellent work they did on the beach.

Ms. Dato:

- Sent condolences to the Coman family and was appreciative of all Michael Coman did for the community for so many years. Reminded everyone to come out for the Corn Hole tournament fundraiser this Sunday
- Reminded everyone to please donate money or time to the local food banks. Ms. Dato noted that the number of families in need was rising and the community needs to pitch in and continue to help.
- Reported that Governor Murphy passed an executive order which states the November general election will be held by mail in ballot. Every registered voter will receive a ballot. They can fill it out and return it via the US Mail, put it in one of several drop boxes located in the County or bring it to the Middle-High School polling location. Provisional and ADA voting will be available at the Middle-High School as it was for the primary.

Mr. McLaughlin:

- Stated he hoped that the Manhattan Beach project developers would continue to reach out and hire local workers.
- Asked about the bid date for the Ferry Project and was informed by Mr. Skarzynski that it should go out to bid by the end of the year and that the hold up was the sign off from the United States Corps of Engineers.
- Received confirmation that the talks regarding the Jingoli property were continuing.
- Requested Mr. Skarzynski follow up on the utility pole issue at 93 Pupek Road.
- Received confirmation that cleanup had recently occurred on the Mocco property.
- Sent his condolences to the Coman family and urged everyone to come out to the fund raiser on Sunday.
- Thanked the emergency service and health workers for their continued good work.

Mr. Reilly:

- Sent his condolences for the death in President Gross' family.
- Thanked First Presbyterian Church (especially Mary), St. Mary's and the Friends of South Amboy for their continued efforts in keeping local families fed. The numbers of families in need are increasing. Please try and donate time or money. Food delivery days are Wednesday, Friday and Saturday. He requested we put the information on the electronic board.
- Received confirmation conditions at the First St. Garage, pallet place and Rosewell St. are being worked on. Summons have been issued and processes must be followed. Mr. Reilly expressed dissatisfaction at the length of time it was taking to resolve these issues.
- Sent condolences to the Coman family, noting Mike was a wonderful volunteer fireman, served as Chief and was a training officer and an excellent role model. His heart goes out to the family – South Amboy has lost a good one.
- Confirmed with BA Skarzynski that there was no projected taxable income revenue for the Ferry project as it is a city owned project.
- Reported concerns with the proposed merger of Progressive and Enterprise into one building and wanted to insure the City was aware of the pride of house that each of the firehouses had and was concerned the history of the individuals house would be lost. After lengthy discussion in which the Mayor and BA reviewed several reasons why this consolidation was being considered- including needed building updates, age of houses (100 year old), ability to upgrade the houses, locker systems, safety systems and consolidating space, Mr. Reilly agreed to disagree with the need to consolidate.
- Reported that at a recent development meeting, the sale of the Woodmont property was hailed as a huge success for the taxpayers of South Amboy and wanted to make some corrections for the record: 1) The Perrone group purchased the property where Woodmont currently is located along with the old Ward products and Joe Juliano properties. Perrone also remediated the properties. 2) The site where the YMCA is located was not donated by Woodmont, Perrone donated the property. 3) The revenue that is derived from Woodmont includes a land tax credit which reduces the revenue from over \$400,000 that was reported down to the \$240,000 that the city actually receives. 4) The recent sale of the Woodmont property was valued at 43.6 million dollars. The value of the property is clearly tied to the favorable 30 year pilot that was given by the city. If the project were townhomes without a pilot, similar to Ryan Homes, or the rateables were tied to the recent sale of the property, the City of South Amboy would have realized a much larger return than what is currently being realized. 5) We need to be very conscious moving forward when we evaluate any future pilots. In addition to no money being directed to the schools, the current economic downturn may reduce funding for municipalities and schools which will need to be made up by our taxpayers.
- Come out and support the Corn Hole Fundraiser for the Coman Family this Sunday.
- After speaking to the County Health Officer, the South Amboy Council meetings will be continued to held electronically and not in person for the foreseeable future.

Mayor Henry:

- Sent condolences to the Coman Family and noted what a great example he was of giving back to the community.
- Please support the Rotary Blood Drive
- Wanted to recognize this is the 100th anniversary of the 19th amendment which gave women the right to vote. There is a great exhibit about it at the library.
- There will be the 911 memorial ceremony at 6pm at the train plaza as usual.

Mr. Skarzynski:

- Reported that the administration is aggressively working on obtaining more grant opportunities.

Mr. Womack: No report

Mr. Rasimowicz:

- Over the next two weeks there will be red concrete ADA crosswalks being installed on Stevens. President Gross noted that the City employees including Mr. Rasimowicz, Mr. Balka and Mr. Balka are doing excellent work for the City.

PUBLIC COMMENTS:

1. Alka Baijal, 7 Lighthouse Bay, was concerned with the level of mess left by the public around the comfort stations, particularly the broken glass, food debris and toilet paper. It is unhygienic and especially scary during this time of COVID19. She noted that DPW does a stellar job keeping the area clean during the week but by the end of the weekend it is a mess. She suggested the City consider charging access fees to non residents, prohibiting glass bottles and citing for people caught littering. After some discussion, the Council rejected the idea of charging non residents as most felt strongly the beach should be available for all. The BA will speak with DPW to try and adjust and increase cleaning times and will meet with the Police regarding possible citations for littering.
2. Bill Demasi, 146 John St., thanked the Council for helping him address the bamboo issue with his neighbor. Just before he came to the meeting he was informed that the bamboo that is the issue, may be on the neighbors' yard, not his, just on his side of the fence. Apparently, the neighbor back set the fence a bit on installation. He will continue working the issue.
3. Ofc. Brian Noble requested going forward that there is a final decision regarding the current grievance and in the future we keep to a tighter deadline in processing grievances as per the contract.
4. Mr. Brandon Russell – Questions submitted earlier by Mr. Russell are made part of this record as well as Mr. Skarzynski's written responses. The full discussion can be found in the audio recording on the website. After the questions were answered Mr. Russell inquired how he could volunteer as a public advocate. The Council suggested that the normal route of a public resident getting involved was to start by joining a board or committee. Ms. Dato noted the City has a form for citizens who are interested in volunteering that can be filled out and will be reviewed by administration.
5. Mark Herman, 149 Stockton, reiterated the growing number of families in food crisis and thanked First Presbyterian, Mary and St. Mary and the Friends of South Amboy for their continued hard work. Families are still struggling.

ADJOURNMENT OF MEETING:

On motion by Ms. Dato, seconded by Ms. Noble and passed unanimously, the meeting was adjourned at 7:43 pm.

Respectfully submitted,

Deborah Brooks



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?
 - a. No
2. Who is responsible for overseeing the actions of the South Amboy Redevelopment Agency?
 - a. Their Board
3. Have City officials met with the new owners of the Woodmont property?
 - a. No
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?
 - a. Citizen volunteers are utilized based on the needs of the City.
6. Who is developing the fund distribution plan for the 5.3 million dollar grant received from the federal grant?
 - a. There is no "distribution plan". Monies received are added to the project fund and disbursed as needed as the project progresses.
7. What percentage of the City's annual PILOT revenue has this Mayor's administration committed to the school system?
 - a. PILOT funds are disbursed to the School system on an as need basis for particular projects.
8. What concessions did the City win from Manhattan Beach Project throughout the negotiation process?
 - a. This information is available in the publicly accessible document.
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?
 - a. Sara Director and contract professionals.
10. Who is responsible for oversight of the Business Administrator and City Attorney?
 - a. Mayor Henry

With many thanks and hope you are staying healthy

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION #20-283

Plenary Retail Consumption License No. 1220-33-005-006 renewal 2019-2020

WHEREAS, Resolution No.20-242, adopted on June 3, 2020 rescinded Plenary Retail License No. 1220-33-005-006 for the period July 1, 2019 to June 30, 2020;

WHEREAS, the licensee failed to advertise correctly while filing for a 12:18 petition to complete the 2019-2020 renewal;

WHEREAS, the licensee has correctly filed and advertised for a 12:18 petition for the 2019-2020 renewal period and the application for renewal of Plenary Retail Consumption License No. 1220-33-005-006 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. 1220-33-005-006 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 #20-284

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:

License Number

Issued To:

1. 1220-33-025-005

Marullo Inc.
t/a Don Giovanni
276 Main Street

2. 1220-33-013-004

SA Cedar St. Corp.

CLUB LICENSES:

License Number

Issued To:

1. 1220-31-049-001

Ancient Order of Hibernians in America,
Division I, Middlesex County
271 Second Street

* **INACTIVE LICENSE**

** **SPECIAL CONDITIONS IMPOSED**

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

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I DEFINITIONS AND GENERAL PROVISIONS	2
SECTION 1.1. Definitions	2
ARTICLE II TERM OF LOAN; UNDERTAKING OF IMPROVEMENTS AND ACQUISITION OF EQUIPMENT	10
SECTION 2.1. Term of Loan	10
SECTION 2.2. Acquisition of Improvements or Items of Equipment	10
SECTION 2.3. Issuance of Series 2020 Bonds	11
SECTION 2.4. Application of Bond Proceeds.....	12
SECTION 2.5. Municipality's Liability.....	12
SECTION 2.6. Disclaimer of Warranties.....	13
SECTION 2.7. Manufacturers' Warranties.....	13
ARTICLE III LOAN PAYMENTS AND OTHER PAYMENTS.....	14
SECTION 3.1. Payment of Loan Payments	14
SECTION 3.2. Indemnification of Authority and County	15
SECTION 3.3. Nature of Obligations of the Municipality	16
SECTION 3.4. Municipal Loan Payment Obligation	17
SECTION 3.5. Municipal Prepayment in the Event of Optional Redemption	17
SECTION 3.6. Nature of Obligations of the Authority	17
SECTION 3.7. Assignment of Loan Payments by Authority	18
ARTICLE IV LOAN TERM; RENEWAL.....	19
SECTION 4.1. Loan Term for Improvement(s) or Item(s) of Equipment	19
SECTION 4.2. Effect of Noncompliance with Loan Agreement Provisions	19
ARTICLE V COVENANTS OF MUNICIPALITY	20
SECTION 5.1. Maintenance of Improvements or Equipment by Municipality	20
SECTION 5.2. Taxes, Other Governmental Charges and Utility Charges	20
SECTION 5.3. Provisions Regarding Insurance.....	20
SECTION 5.4. Advances.....	20
SECTION 5.5. Financial Reports.....	21
SECTION 5.6. Performance Bonds and Other Guaranty	21
SECTION 5.7. Compliance with Laws.....	21
SECTION 5.8. Covenant Not To Affect the Tax Exempt Status of the Series 2020 Bonds	21
SECTION 5.9. Representations and Warranties of Municipality	22
SECTION 5.10. Municipal Notice: Appropriation for Loan Payments.....	23
SECTION 5.11. Third Party Beneficiaries.....	23
SECTION 5.12. Secondary Market Disclosure.....	23

ARTICLE VI TITLE	25
SECTION 6.1. Title To Improvement and Equipment	25
ARTICLE VII EVENTS OF DEFAULT AND REMEDIES.....	26
SECTION 7.1. Events of Default	26
SECTION 7.2. Remedies.....	27
SECTION 7.3. Reinstatement.....	27
SECTION 7.4. Payments by County	28
SECTION 7.5. No Remedy Exclusive.....	29
SECTION 7.6. No Additional Waiver Implied By One Waiver	29
ARTICLE VIII MISCELLANEOUS	30
SECTION 8.1. Successors and Assigns.....	30
SECTION 8.2. Severability	30
SECTION 8.3. Amendments, Changes and Modifications	30
SECTION 8.4. Amounts Remaining under Bond Resolution.....	30
SECTION 8.5. Counterparts	31
SECTION 8.6. Notices and Demands	31
SECTION 8.7. Headings.....	31
SECTION 8.8. Non-Waiver.....	31
SECTION 8.9. Survival of Loan Agreement	31
SECTION 8.10. Governing Law.....	31

EXHIBITS

Exhibit A	Description of Leased Equipment and Annual Loan Payments (with attached Basic Rent schedules)	A-1
Exhibit B	Certificate as to Authorized Municipal Representative	B-1
Exhibit C	Name/Address/Phone No. of Trustee	C-1

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

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