

APRIL 14, 2020

A REGULAR MEETING of the Board of Chosen Freeholders of the County of Somerset was held on the above date immediately following the work session.

The Pledge of Allegiance to the Flag was led by Director Robinson.

Kathryn Quick, Deputy Clerk of the Board, stated that the meeting was in compliance with the Open Public Meetings Act and that adequate notice was provided on January 8, 2020 and April 9, 2020 for the change in time as follows:

1. Mailed to the Star Ledger, the Home News, and the Courier News.
2. Posted on the Official County Bulletin Board.
3. Filed with the County Clerk.
4. Distributed to all persons requesting such information.

Kathryn Quick, Deputy Clerk of the Board, stated that the meeting was being digitally recorded and livestreamed on the Somerset County website

Kathryn Quick, Deputy Clerk of the Board, informed the Board and any viewing public that, for public access, question for the public session should be emailed to Freeholdermeeting@co.somerset.nj.us. The email is being monitored by Linn Kosensky, Assistant to the County Administrator.

Roll Call -----

PRESENT: Marano, Gallagher, Levine, Sooy (via conference call), Robinson
ABSENT: None

ALSO PRESENT: County Counsel W. Cooper, T. Jenkins, K. Quick, Y. Childress, M. Loper, M. Kosensky, M. Amorosa (via conference call), L. Kosensky (via conference call)

At this time Director Robinson made the following appointment:

- **Somerset County Youth Council:**
-Ellie Maynard, Watchung Hills Regional High School

UPON MOTION BY MR. LEVINE, SECOND BY MR. GALLAGHER THE APPOINTMENT WAS CONFIRMED BY THE FOLLOWING VOTE:

AYES: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

At this time, Director Robinson asked for a motion to open a public hearing on:

ORD20-350
Guaranty Ordinance of the County of Somerset, New Jersey, securing the Somerset County Improvement Authority's County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020 (Tranche I Refunding) (Federally Taxable) In One Or More Series, in an aggregate principal amount not to exceed \$9,000,000.00

This Ordinance has been properly advertised, a copy has been posted on the Official County Bulletin Board, and copies have been made available for the general public.

Mr. Gallagher moved the Public hearing be open.

The motion, duly seconded by Mr. Levine was, on roll call, adopted by the following vote:

YEAS Marano, Gallagher, Levine, Sooy, Robinson
NAYS: None
ABSENT: None

GUARANTY ORDINANCE OF THE COUNTY OF SOMERSET, NEW JERSEY, SECURING THE SOMERSET COUNTY IMPROVEMENT AUTHORITY'S COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE REFUNDING BONDS, SERIES 2020 (TRANCHE I REFUNDING) (FEDERALLY TAXABLE) IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,000,000

WHEREAS, the Somerset County Improvement Authority (including any successors and assigns, the “*Authority*”) has been duly created by resolution duly adopted by the Board of Chosen Freeholders (the “*Board of Freeholders*”) of the County of Somerset (the “*County*”) in the State of New Jersey (the “*State*”) as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the “*Act*”), and other applicable law;

WHEREAS, pursuant to the Program Documents (the “*Prior Program Documents*”) defined in the hereinafter defined Lease Revenue Bond Resolution, including that certain resolution number SCIA10-311 entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2010 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Somerset Authority on September 14, 2010, as amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Somerset Authority dated November 16, 2010 (collectively, and as the same may be further amended or supplemented in accordance with its terms, the “*Original Lease Revenue Bond Resolution*”), the Act and other applicable law and official action, the Authority issued its (i) \$30,225,000 aggregate principal amount of County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2010A (Federally Taxable) (the “*Series 2010A Bonds*”) and (ii) \$10,525,000 aggregate principal amount of County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2010B (Federally Taxable) (the “*Series 2010B Bonds*”, and together with the Series 2010A Bonds, the “*Series 2010 Bonds*”), to finance the Renewable Energy Projects (the “*Renewable Energy Projects*”) defined therein (any capitalized terms herein not otherwise defined herein shall have the meanings ascribed to such terms in the Original Lease Revenue Bond Resolution);

WHEREAS, in connection with the issuance of the Series 2010 Bonds, the Authority and Somerset Solar I LLC (the “*Lessee*”) entered into that certain Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2010) (the “*Original Lease Purchase Agreement*”);

WHEREAS, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2010 Bonds was fully, unconditionally and irrevocably guaranteed in an aggregate principal amount not to exceed \$55,000,000 in accordance with (i) the terms of a guaranty ordinance of the County adopted by the Board of Chosen Freeholders on July 27, 2010 and (ii) by a guaranty certificate executed by an authorized officer of the County on the face of each Series 2010 Bond (collectively, the “*Series 2011 Guaranty Ordinance*”), all pursuant to Section 37 (“*Section 37*”) of the Act (N.J.S.A. 40:37A-80) and other applicable law, which payments are included as part of the Trust Estate applicable to the Series 2010 Bonds pledged by the Authority to the Trustee under the Original Lease Revenue Bond Resolution;

WHEREAS, the Series 2010 Bonds are presently Outstanding (as such term is defined in the Original Lease Revenue Bond Resolution) in the aggregate principal amount of \$8,410,000 and subject to redemption on or after May 15, 2020, at the option of the Authority, at a redemption price equal to 100% of the principal amount to be redeemed (the “*Callable Series 2010 Bonds*”);

WHEREAS, in order to take advantage of currently low interest rates and realize associated debt service savings, in the near future the Authority intends to refinance the Callable Series 2010 Bonds in their entirety (the “*Refunding*”) through the issuance of a new series of taxable bonds entitled “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020 (Tranche I Refunding) (Federally Taxable)” dated the date of delivery (the “*Series 2020 Refunding Bonds*”);

WHEREAS, the County and the Authority have determined that it in their best interests to, among other things: (i) issue the Series 2020 Refunding Bonds for the purpose of the Refunding, (ii) adopt a guaranty ordinance, execute a guaranty agreement for each series of Series 2020 Refunding Bonds (as hereinafter defined) and execute a certificate of guaranty on the face of each Series 2020 Refunding Bond, collectively the hereinafter defined Series 2020 County Guaranty authorizing the guaranty of the principal of and interest on the Series 2020 Refunding Bonds, (iii) authorize and execute the hereinafter-defined Deficiency Agreement for the Series 2020 Refunding Bonds to provide for County deficiency payments pursuant to N.J.S.A. 40:37A-79 of the Act prior to any draw on the Series 2020 County Guaranty, and (iv) take any and all other actions deemed necessary, desirable and convenient in connection with matters detailed herein (collectively, the “*Series 2020 Project*”);

WHEREAS, the Series 2020 Refunding Bonds shall be issued pursuant to the terms of that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE REFUNDING NOTES AND BONDS, SERIES 2020 (TRANCHE I REFUNDING PROJECT) [FEDERALLY TAXABLE] OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” to be adopted by the governing body of the Somerset Authority on or about May 5, 2020, as may be amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Somerset Authority to be dated the date of issuance of the Series 2020 Refunding Bonds (the “*Series 2020 Supplemental Lease Revenue Refunding Bond Resolution*” and together with the Original Lease Revenue Bond Resolution and the Series 2015 Supplemental Lease Revenue Bond Resolution, the “*Lease Revenue Bond Resolution*”), the Act and other applicable law;

WHEREAS, the payment of the principal (including mandatory sinking fund installments, if any) of, and interest (at interest rates not to exceed the maximum rates set forth in the Local Finance Board Application) on the Series 2020 Refunding Bonds, but not any redemption premium, shall be fully, unconditionally and irrevocably guaranteed in accordance with (i) the terms of this guaranty ordinance, (ii) by a guaranty certificate to be executed by an authorized officer of the County within each Series 2020 Refunding Bond and (iii) a series specific “County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2020)” to be dated the date of issuance of the Series 2020 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, each a “*County Guaranty Agreement*”) by and between the County and the Authority, setting forth, among other things, the County’s obligation to make any such guaranty payments in accordance with and within the parameters set forth in the guaranty ordinance and the Bond Resolutions (collectively, the “*Series 2020 County Guaranty*”), all pursuant to Section 37;

WHEREAS, simultaneously with the issuance of the Series 2020 Refunding Bonds, the Parties to the Prior Program Documents will enter into that certain “Amendment No. 1 to Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2020)”, to be dated the date of the issuance of the Series 2020 Refunding Bonds (the “*2020 Lease Amendment*”) or alternatively, enter into that certain “Refunding Agreement (Somerset County Renewable Energy Program, Series 2020)”, to be dated the date of issuance of the Series 2020 Refunding Bonds (the “*2020 Refunding Agreement*”) in either case to amend the Original Lease Agreement and set forth the portion of the debt service savings attributable to the Lessor and the Lessee;

WHEREAS, simultaneously with the issuance of the Series 2020 Refunding Bonds, the County and the trustee named in the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution (the “*Trustee*”) will each enter into a “Deficiency Agreement,” to be dated the date of the issuance of the Series 2020 Refunding Bonds (the

“*Deficiency Agreement*”) setting forth, among other things, the rights to receive payment from the County pursuant to N.J.S.A. 40:37A-79 of the Act prior to any payment under the County Guaranty;

WHEREAS, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds, shall be secured by (i) the Trust Estate as defined under and in accordance with the terms of the Lease Revenue Bond Resolution, as amended, and (ii) payments by the County under the Series 2020 County Guaranty;

WHEREAS, pursuant to the terms of the Lease Revenue Bond Resolution, as a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, the County will be required to enter into that certain “County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2020)” dated the first day of the month of issuance of the Series 2020 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “*County Continuing Disclosure Agreement*”) with the Dissemination Agent in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, pursuant to the terms of the Lease Revenue Bond Resolution and/or the County Continuing Disclosure Agreement, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2020 Refunding Bonds and in accordance with the Act and N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application dated March 18, 2020 (the “*Local Finance Board Application*”) to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the “*Local Finance Board*”) in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, in order to market and sell the Series 2020 Refunding Bonds by negotiated sale the Authority shall have authorized (a) the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2020 Refunding Bonds (the “*Preliminary Official Statement*”); (b) the execution and delivery of a bond purchase agreement (the “*Bond Purchase Agreement*”) with NW Capital Markets, Inc., as underwriter (the “*Underwriter*”), to purchase all or a portion of the Series 2020 Refunding Bonds; and (c) the execution and delivery of a final Official Statement incorporating the terms of the sale of the Series 2020 Refunding Bonds and certain other information into the Preliminary Official Statement (the “*Official Statement*”, and together with the Preliminary Official Statement, and the Bond Purchase Agreement, and any of the same or other offering or sale documents that may be required, the “*Sale Documents*”); and

WHEREAS, prior to the issuance of the Series 2020 Refunding Bonds and in accordance with Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), the Authority shall have made a detailed report regarding the Series 2020 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2020 Refunding Bonds, the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution, the County Continuing Disclosure Agreement, the 2020 Lease Amendment, the 2020 Refunding Agreement, the Series 2020 County Guaranty, the County Guaranty Agreement, the Deficiency Agreement, and if and as applicable, the Sale Documents (collectively, the “*Series 2020 Program Documents*”), and which report and amended report (if any) shall be accepted by the County by resolution adopted by the Board of Freeholders pursuant to Section 13.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET, NEW JERSEY, as follows:

Section 1. This guaranty ordinance shall be adopted by the governing body of the County in the manner provided for adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, as amended (the “*Local Bond Law*”).

Section 2. Pursuant to and in accordance with the terms of the Act, specifically Section 37, the County is hereby authorized to and hereby shall fully, unconditionally and irrevocably guarantee the punctual payment of the principal, when due, of (including sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds in an aggregate principal amount not exceeding \$9,000,000, which Series 2020 Refunding Bonds are to be issued to finance the Series 2020 Project as described in the preambles hereof. Notwithstanding the provisions of any other Series 2020 Program Document, upon the endorsement of the Series 2020 Refunding Bonds referred to in Section 3 below by an authorized officer of the County, the County shall be fully, unconditionally and irrevocably obligated to pay, when due, the principal of (including sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds to the extent the Trustee, for any reason, has insufficient monies on any such payment dates to pay the principal of and interest on the Series 2020 Refunding Bonds in full when due on any such payment dates, in the same manner and to the same extent as in the case of bonds issued by the County, and accordingly, the County shall be fully, unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all the taxable property within the County for the payment thereof without limitation as to rate or amount. The full faith and credit of the County are hereby pledged for the full and punctual performance of said County guaranty. This full, unconditional and irrevocable guaranty of the County effected hereby to pay the principal of (including sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds when due in accordance with the terms hereof and of the Series 2020 Program Documents may not be waived, setoff or otherwise abrogated by action or inaction of the Authority, the County, SunLight or for any other reason.

Section 3. The Director of the Board of Freeholders (the “*Freeholder Director*”) shall, by manual or facsimile signature, and is hereby directed to execute an endorsement on each of the Series 2020 Refunding Bonds evidencing this guaranty by the County as to the punctual payment of the principal of (including sinking fund installments, if any), when due, and interest thereon. The endorsement on each Series 2020 Refunding Bond shall be in substantially the following form, and absent the fully executed endorsement in such following form on any such Series 2020 Refunding Bonds, such Series 2020 Refunding Bonds shall not be entitled to the benefits of this guaranty ordinance:

“GUARANTY OF THE COUNTY OF SOMERSET, NEW JERSEY

The payment of the principal of (including sinking fund installments, if any) and interest on the within [Series 2020 Refunding Bond] [insert series designation] shall be fully, irrevocably and unconditionally guaranteed by the County of Somerset, New Jersey (the “County”) in accordance with the provisions of N.J.S.A. 40:37A-80 and the guaranty ordinance of the County finally adopted pursuant thereto and the County Guaranty Agreement executed by the County in connection therewith, and the County is fully, irrevocably and unconditionally liable for the payment, when due, of the principal of (including sinking fund installments, if any) and interest on this [Series 2020 Refunding Bond] [insert series designation], and if necessary the County shall levy *ad valorem* taxes upon all the taxable property within the County without limitation as to rate or amount in order to make such payments on time and in full.

IN WITNESS WHEREOF, the County has caused this County Guaranty to be executed by the manual or facsimile signature of its Freeholder Director.

COUNTY OF SOMERSET, NEW JERSEY

By: _____
Freeholder Director”

The Freeholder Director is hereby further authorized to execute or acknowledge such other certificates or agreement relating to this full, irrevocable and unconditional guaranty that may be required by the Authority to comply with the terms of the Series 2020 Program Documents, including without limitation, (i) the County Guaranty Agreement in substantially the form attached hereto as Exhibit A, with such changes thereto as the Freeholder Director, in consultation with counsel to the County and other professional advisors deems in his sole discretion to be necessary, desirable or convenient for the execution thereof and to consummate the transactions contemplated hereby, which execution thereof shall conclusively evidence the Freeholder Director’s approval of any changes to the forms thereof, (ii) any letters of representation or similar undertakings to be executed in connection with the sale of the Series 2020 Refunding Bonds, setting forth certain representations, warranties and covenants of the

County as an inducement to the purchase of the Series 2020 Refunding Bonds, (iii) any certificates deeming “final” (for the purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission) any Preliminary or final Official Statements of the Authority in connection with the Series 2020 Refunding Bonds and (iv) any bond purchase agreement executed in connection with the sale of the Series 2020 Refunding Bonds. Such further agreements or certificates shall not in any manner relieve the County from its obligations hereunder and shall contain only such terms as are consistent with or within the parameters herein set forth.

The Freeholder-Director, Deputy Freeholder-Director or Director of Finance is hereby further authorized to execute one or more continuing disclosure agreement(s) or other instrument(s) undertaking the secondary disclosure obligations of the County required by Rule 15c2-12 of the U.S. Securities and Exchange Commission in connection with the issuance of the Series 2020 Refunding Bonds by the Authority.

Section 4. It is hereby found, determined and declared by the governing body of the County that:

(a) This guaranty ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the Series 2020 Refunding Bonds which shall be entitled to the benefits of this guaranty ordinance, being an amount not to exceed \$9,000,000, shall, after their issuance, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of Series 2020 Refunding Bonds entitled to the benefits of this guaranty ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law (i) from and after the time of issuance of the Series 2020 Refunding Bonds until the end of the fiscal year beginning next after the completion of acquisition, construction, installation or renovation of the Series 2020 Refunding Bonds, and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or moneys of the Authority in such year are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed Series 2020 Refunding Bonds, all bonds of the County issued as provided in Section 36 of the Act (N.J.S.A. 40:37A-79) and all bonds of the Authority issued under the Act.

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

(a) The maximum principal amount of Series 2020 Refunding Bonds (including one or more series of bonds) of the Authority which are hereby and hereunder fully, unconditionally and irrevocably guaranteed as to the punctual payment of the principal thereof (including sinking fund installments, if any) and interest thereon is \$9,000,000; the maximum principal amount of Series 2020 Refunding Bonds (including one or more series of bonds) of the Authority that may be outstanding at any one time is \$9,000,000; and the maximum estimated cost of the Series 2020 Project to be financed in accordance with the transactions contemplated hereby is \$9,000,000.

(b) The purpose described in this guaranty ordinance is not a current expense of the County and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

(c) The Series 2020 Refunding Bonds of each series shall mature within thirty (30) years from the date of issue.

(d) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this guaranty ordinance by \$9,000,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this guaranty ordinance is permitted by an exception to the debt limitations of the Local Bond Law which exception is contained in the Act, so long as the payment obligations of the County hereunder are not called upon.

(e) Other than the publication requirements set forth below, all other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the County's guaranty of the Series 2020 Refunding Bonds hereby.

Section 6. To the extent one or more series of the Series 2020 Refunding Bonds are not issued in 2020, references herein to "2020" may without any further action be changed to the year of issuance of such Series 2020 Refunding Bonds and all dates related to such year of issuance shall be automatically adjusted.

Section 7. This guaranty ordinance shall take effect at the time and in the manner provided by law.

Section 8. A public hearing shall be held on this guaranty ordinance on April 14, 2020 at 6:30 p.m. in the Freeholders Meeting Room, 3rd Floor, County Administration Building, 20 Grove Street, Somerville, New Jersey.

Section 9. The Clerk of the Board of Freeholders is hereby directed to publish and post notice of this guaranty ordinance as required by applicable law, including the Act and Local Bond Law.

Section 10. Upon the adoption hereof, the Secretary shall forward certified copies of this guaranty ordinance to Michael J. Amorosa, County Administrator and Chairman of the Authority, William T. Cooper, Esq., County Counsel and Authority General Counsel, and Stephen B. Pearlman, Esq., Bond Counsel to the Authority for this transaction.

Section 11. This guaranty ordinance shall take effect at the time and in the manner provided by law.

Exhibit A

Attach form of County Guaranty Agreement

**COUNTY GUARANTY AGREEMENT
(Somerset County Renewable Energy Program, Series 2020)
(Tranche I Refunding)**

By and Between the

SOMERSET COUNTY IMPROVEMENT AUTHORITY

and the

COUNTY OF SOMERSET

Dated: as of June 1, 2020

with respect to the Somerset County Improvement Authority's
\$_____ aggregate principal amount of
County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds,
Series 2020 (Tranche I Refunding) (Federally Taxable)

THIS “COUNTY GUARANTY AGREEMENT (Somerset County Renewable Energy Program, Series 2020) (Tranche I Refunding)” dated as of June 1, 2020 (including any amendments or supplements hereto from time to time in accordance with the terms hereof, this “*County Guaranty Agreement*”) by and between the SOMERSET COUNTY IMPROVEMENT AUTHORITY (including any successors and assigns, the “*Authority*”), duly created by resolution of the Board of Chosen Freeholders (the “*Board of Freeholders*”) of the hereinafter defined County as a public body corporate and politic of the State of New Jersey (the “*State*”) pursuant to and in accordance with the provisions of the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 *et seq.*, the “*Act*”) and other applicable law, and the **COUNTY OF SOMERSET**, a political subdivision of the State (the “*County*”).

WHEREAS, the has been duly created by resolution duly adopted by the Board of Freeholders of the County as a public body corporate and politic of the State pursuant to and in accordance with the Act and other applicable law;

WHEREAS, pursuant to the Program Documents (the “*Prior Program Documents*”) defined in the hereinafter defined Lease Revenue Bond Resolution, including that certain resolution number SCIA10-311 entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2010 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Somerset Authority on September 14, 2010, as amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Somerset Authority dated November 16, 2010 (collectively, and as the same may be further amended or supplemented in accordance with its terms, the “*Original Lease Revenue Bond Resolution*”), the Act and other applicable law and official action, the Authority issued its (i) \$30,225,000 aggregate principal amount of County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2010A (Federally Taxable) (the “*Series 2010A Bonds*”) and (ii) \$10,525,000 aggregate principal amount of County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2010B (Federally Taxable) (the “*Series 2010B Bonds*”, and together with the Series 2010A Bonds, the “*Series 2010 Bonds*”), to finance the Renewable Energy Projects (the “*Renewable Energy Projects*”) defined therein (any capitalized terms herein not otherwise defined herein shall have the meanings ascribed to such terms in the Original Lease Revenue Bond Resolution);

WHEREAS, in connection with the issuance of the Series 2010 Bonds, the Authority and Somerset Solar I LLC (the “*Lessee*”) entered into that certain Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2010) (the “*Original Lease Purchase Agreement*”);

WHEREAS, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2010 Bonds was fully, unconditionally and irrevocably guaranteed in an aggregate principal amount not to exceed \$55,000,000 in accordance with (i) the terms of a guaranty ordinance of the County adopted by the Board of Chosen Freeholders on July 27, 2010 and (ii) by a guaranty certificate executed by an authorized officer of the County on the face of each Series 2010 Bond (collectively, the “*Series 2011 Guaranty Ordinance*”), all pursuant to Section 37 (“*Section 37*”) of the Act (N.J.S.A. 40:37A-80) and other applicable law, which payments are included as part of the Trust Estate applicable to the Series 2010 Bonds pledged by the Authority to the Trustee under the Original Lease Revenue Bond Resolution;

WHEREAS, the Series 2010 Bonds are presently Outstanding (as such term is defined in the Original Lease Revenue Bond Resolution) in the aggregate principal amount of \$8,410,000 and subject to redemption on or after May 15, 2020, at the option of the Authority, at a redemption price equal to 100% of the principal amount to be redeemed (the “*Callable Series 2010 Bonds*”);

WHEREAS, in order to take advantage of currently low interest rates and realize associated debt service savings, in the near future the Authority intends to refinance the

Callable Series 2010 Bonds in their entirety (the “*Refunding*”) through the issuance of a new series of taxable bonds entitled “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020 (Tranche I Refunding) (Federally Taxable)” dated the date of delivery (the “*Series 2020 Refunding Bonds*”);

WHEREAS, the County and the Authority have determined that it in their best interests to, among other things: (i) issue the Series 2020 Refunding Bonds for the purpose of the Refunding, (ii) adopt a guaranty ordinance, execute a guaranty agreement for each series of Series 2020 Refunding Bonds (as hereinafter defined) and execute a certificate of guaranty on the face of each Series 2020 Refunding Bond, collectively the hereinafter defined Series 2020 County Guaranty authorizing the guaranty of the principal of and interest on the Series 2020 Refunding Bonds, (iii) authorize and execute the hereinafter-defined Deficiency Agreement for the Series 2020 Refunding Bonds to provide for County deficiency payments pursuant to N.J.S.A. 40:37A-79 of the Act prior to any draw on the Series 2020 County Guaranty, and (iv) take any and all other actions deemed necessary, desirable and convenient in connection with matters detailed herein (collectively, the “*Series 2020 Project*”);

WHEREAS, the Series 2020 Refunding Bonds shall be issued pursuant to the terms of that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE REFUNDING NOTES AND BONDS, SERIES 2020 (TRANCHE I REFUNDING PROJECT) [FEDERALLY TAXABLE] OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” to be adopted by the governing body of the Somerset Authority on or about May 5, 2020, as may be amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Somerset Authority to be dated the date of issuance of the Series 2020 Refunding Bonds (the “*Series 2020 Supplemental Lease Revenue Refunding Bond Resolution*” and together with the Original Lease Revenue Bond Resolution and the Series 2015 Supplemental Lease Revenue Bond Resolution, the “*Lease Revenue Bond Resolution*”), the Act and other applicable law;

WHEREAS, the payment of the principal (including mandatory sinking fund installments, if any) of, and interest (at interest rates not to exceed the maximum rates set forth in the Local Finance Board Application) on the Series 2020 Refunding Bonds, but not any redemption premium, shall be fully, unconditionally and irrevocably guaranteed in accordance with (i) the terms of this guaranty ordinance, (ii) by a guaranty certificate to be executed by an authorized officer of the County within each Series 2020 Refunding Bond and (iii) a series specific “County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2020) (Tranche I Refunding)” to be dated the date of issuance of the Series 2020 Refunding Bonds, including this County Guaranty Agreement, by and between the County and the Authority, setting forth, among other things, the County’s obligation to make any such guaranty payments in accordance with and within the parameters set forth in the guaranty ordinance and the Bond Resolutions (collectively, the “*Series 2020 County Guaranty*”), all pursuant to Section 37;

WHEREAS, simultaneously with the issuance of the Series 2020 Refunding Bonds, the Parties to the Prior Program Documents will enter into that certain “Amendment No. 1 to Lease Purchase Agreement (Somerset County Renewable Energy Program, Series 2020)”, to be dated the date of the issuance of the Series 2020 Refunding Bonds (the “*2020 Lease Amendment*”) or alternatively, enter into that certain “Refunding Agreement (Somerset County Renewable Energy Program, Series 2020)”, to be dated the date of issuance of the Series 2020 Refunding Bonds (the “*2020 Refunding Agreement*”) in either case to amend the Original Lease Agreement and set forth the portion of the debt service savings attributable to the Lessor and the Lessee;

WHEREAS, simultaneously with the issuance of the Series 2020 Refunding Bonds, the County and the trustee named in the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution (the “*Trustee*”) will each enter into a “Deficiency Agreement,” to be dated the date of the issuance of the Series 2020 Refunding Bonds (the “*Deficiency Agreement*”) setting forth, among other things, the rights to receive payment from the County pursuant to N.J.S.A. 40:37A-79 of the Act prior to any payment under the County Guaranty;

WHEREAS, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds, shall be secured by (i) the Trust Estate as defined under and in accordance with the terms of the Lease Revenue Bond Resolution, as amended, and (ii) payments by the County under the Series 2020 County Guaranty;

WHEREAS, pursuant to the terms of the Lease Revenue Bond Resolution, as a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, the County will be required to enter into that certain “County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2020)” dated the first day of the month of issuance of the Series 2020 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “*County Continuing Disclosure Agreement*”) with the Dissemination Agent in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, pursuant to the terms of the Lease Revenue Bond Resolution and/or the County Continuing Disclosure Agreement, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2020 Refunding Bonds and in accordance with the Act and N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application dated March 18, 2020 (the “*Local Finance Board Application*”) to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the “*Local Finance Board*”) in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, in order to market and sell the Series 2020 Refunding Bonds by negotiated sale the Authority shall have authorized (a) the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2020 Refunding Bonds (the “*Preliminary Official Statement*”); (b) the execution and delivery of a bond purchase agreement (the “*Bond Purchase Agreement*”) with NW Capital Markets, Inc., as underwriter (the “*Underwriter*”), to purchase all or a portion of the Series 2020 Refunding Bonds; and (c) the execution and delivery of a final Official Statement incorporating the terms of the sale of the Series 2020 Refunding Bonds and certain other information into the Preliminary Official Statement (the “*Official Statement*”, and together with the Preliminary Official Statement, and the Bond Purchase Agreement, and any of the same or other offering or sale documents that may be required, the “*Sale Documents*”); and

WHEREAS, prior to the issuance of the Series 2020 Refunding Bonds and in accordance with Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), the Authority shall have made a detailed report regarding the Series 2020 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2020 Refunding Bonds, the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution, the County Continuing Disclosure Agreement, the 2020 Lease Amendment, the 2020 Refunding Agreement, the Series 2020 County Guaranty, this County Guaranty Agreement, the Deficiency Agreement, and if and as applicable, the Sale Documents (collectively, the “*Series 2020 Program Documents*”), and which report and amended report (if any) shall be accepted by the County by resolution adopted by the Board of Freeholders pursuant to Section 13;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the Authority and the County and its successors and assigns, do mutually covenant, promise and agree as follows:

Section 1. Pursuant to the provisions of the Act and the County Guaranty ordinance, the County shall, and hereby agrees to fully, irrevocably, and unconditionally guarantee the punctual payment of the principal of (including sinking fund installments) and the interest on the Series 2020 Refunding Bonds. The full faith and credit of the County are hereby pledged for the full and punctual performance of the County Guaranty. Accordingly, the Freeholder-Director of the County shall, and hereby is, authorized and directed to execute and deliver the County Guaranty Certificate in the form set forth in Section 14.01 of the Lease Revenue Bond Resolution upon initial issuance of the Series 2020 Refunding Bonds, as part of each such Series 2020 Refunding Bond. This County Guaranty Agreement shall not guaranty the payment of any redemption premium with respect to the Series 2020 Refunding Bonds. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Revenue Bond Resolution.

Section 2. The Authority agrees to apply the proceeds derived from the sale of the Series 2020 Refunding Bonds to Costs associated with the Series 2020 Project, including payment of prior Authority bonds and notes, Costs of Issuance, Administrative Expenses and required reserves, if any, and such other matters as set forth in the Lease Revenue Bond Resolution.

Section 3. The Authority will keep, or cause to be kept by the Trustee or otherwise, proper books of record and account in which complete and correct entries shall be made of its transactions relating to the Series 2020 Project and which, together with all other books and papers of the Authority, shall at all reasonable times be subject to inspection by the County.

Section 4. Attached hereto as Exhibit A is the following information required by the County in order to discharge its obligations under this County Guaranty Agreement:

(a) The date of issuance, the maturity dates, the principal amortization, the interest rate or rates, and the Trustee and Paying Agent for the Series 2020 Refunding Bonds.

(b) The Basic Lease Payments and the Basic Lease Payment Dates.

Section 5. If, thirty (30) days prior to any Interest Payment Date or Principal Payment Date, the amounts that are on deposit in the [Name of Fund] established under the Lease Revenue Bond Resolution are insufficient to provide for the payment of the principal of (including sinking fund payments, if any) and/or interest on the Series 2020 Refunding Bonds that are due and payable on such payment dates, the Trustee shall notify the County's Chief Financial Officer on such day of the amounts that are necessary to provide for the payment of the principal of and/or interest on the Series 2020 Refunding Bonds (the "Deficiency"). If not paid pursuant to the Deficiency Agreement applicable to the Series 2020 Refunding Bonds or waived pursuant to the Series 2020 Refunding Bonds, the County shall be obligated to make payment of the Deficiency to the Trustee no later than one (1) Business Day prior to the Interest Payment Date or the Principal Payment Date, as applicable, of the Series 2020 Refunding Bonds. Notwithstanding any other provision of this Guaranty Agreement, failure by the Trustee to give the County notice as provided herein shall not relieve the County of its obligations to make payment under the terms of the County Guaranty.

(a) Notwithstanding the foregoing provisions of this Section 5, upon the occurrence and continuance of the Deficiency one (1) Business Day prior to the Interest Payment Date or the Principal Payment Date,

(i) with respect to the Series 2020 Refunding Bonds only, the County may, in its sole discretion determine to exercise its right to cause the optional redemption or if applicable, defeasance and subsequent optional redemption, of all or a portion of the Series 2020 Refunding Bonds, which optional redemption is contemplated by Section 2.03(5)(a) and (b) of the Lease Revenue Bond Resolution, and which defeasance is contemplated by Article XII of the Lease Revenue Bond Resolution. In any such instance, the County may establish the defeasance date, as applicable, at any time, and the redemption date at any time on or after _____15, 20__, all with written notice to the Authority and the Trustee and otherwise in accordance with the terms of the Lease Revenue Bond Resolution. Nothing in this Section 5(a)(i) is intended to diminish the County's rights to reimbursement, including those rights set forth in Section 7 hereof.

Section 6. Subject to Section 5(a) hereof, when notice has been provided, as described above, the County shall take all necessary actions to make payment of the Deficiency to the Trustee as provided above. Such actions shall include the adoption of an emergency appropriation or an emergency temporary appropriation and the funding of such appropriation in accordance with the requirements of the Local Budget Law (N.J.S.A. 40A:4A-1 *et seq.*), the levy of *ad valorem* taxes on all taxable property in the County, without limitation as to rate or amount, or any other actions that are legally permitted to be taken to meet the requirements of such County Guaranty (including the adoption of a bond ordinance pursuant to the provisions of the Local Bond Law).

Section 7. (a) The Authority hereby covenants to the County that in the event the County Guaranty is called upon, the Authority shall be obligated and shall take all actions within its power (in accordance with the terms of the Act), including causing the Trustee to pay over to the County all funds on deposit in the County Security Fund, if any, held by the Trustee under

the Lease Revenue Bond Resolution as monies therein shall not be part of the Trust Estate pledged to the payment of debt service on the Series 2020 Refunding Bonds, so as to enable the County to be reimbursed, to the maximum extent practicable, up to the amount that shall have been paid by the County pursuant to the terms of this County Guaranty Agreement (i.e., the Deficiency), at the earliest practicable date. The Authority shall not be obligated to pay the Deficiency from funds within its general control that are not contemplated by the Program Documents; the Authority, shall, however, pay or cause the Deficiency to be paid from amounts the Authority controls on deposit in the County Security Fund, or from any past due Basic Lease Payments it receives from the Lessee. The County and the Authority acknowledge and agree that as of the date of this Guaranty Agreement, it has been determined that the amount of the County Security Fund Requirement will be \$_____, and there is no County Security Agreement, County Security Provider or other form of County Security, and any provisions herein with respect to such terms are hereby of no further force or effect.

(b) Nothing herein provided shall in any way diminish the County's rights to receive payment from the County Security Fund for reimbursement of any County payment of the Deficiency. The Authority shall take all actions necessary, desirable or convenient to assist the County in any such reimbursement action, and simultaneously with the authorization, execution and delivery hereof, the Authority shall (i) deliver or cause to be delivered for the benefit of the County the County Reserve, if any, to be deposited with the Trustee in the County Security Fund created under the Lease Revenue Bond Resolution, in which case no County Security Agreement shall exist, and further, the Authority shall (ii) incorporate into the Program Documents repayment provisions to the County relating to the County Security, including without limitation Section 5.07 of the Lease Revenue Bond Resolution.

(c) As further security and further assurance for the Lessee's obligations to (i) make Basic Lease Payments, (ii) make those Additional Lease Payments constituting part of the Trust Estate, and (iii) pay interest at the Overdue Rate on such amounts in clauses (i) and (ii), all at the times, in the amounts, and otherwise in accordance with the terms and provisions of the Company Lease Agreement, the failure to make timely and full payment of which could cause any such Deficiency, the Authority hereby further assigns and pledges all of its right, title and interest in and to the Reimbursement Collateral, if any, to the County, to be held as collateral to secure such Deficiency payment; provided, however, that to the extent the County is never required to make payment under its County Guaranty or the County is reimbursed in full for its Deficiency payment(s) by or on behalf of the County Security Provider from the County Security, the County expressly acknowledges it shall have no further rights to the Reimbursement Collateral, and further, that the County Security Provider (upon issuance of the Series 2020 Refunding Bonds, with no County Security Agreement, being the Lessee) shall, in such instance, be exclusively entitled to any balance of the Reimbursement Collateral. This County Guaranty Agreement shall be deemed to be a security agreement for purposes of the Uniform Commercial Code and all other applicable law.

Section 8. The obligations of the County under this County Guaranty Agreement shall be full, absolute, irrevocable, and unconditional, and shall remain in full force and effect until the entire principal of (including Sinking Fund Installments, if any) and interest on the Series 2020 Refunding Bonds shall have been paid or duly provided for in accordance with the provisions of the Lease Revenue Bond Resolution. The County Guaranty is a guaranty of payment and not of collectability. The obligations of the County hereunder shall not be affected, modified or impaired upon the occurrence from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the County:

(a) The waiver, compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of the Authority which are contained in the Lease Revenue Bond Resolution and any other Program Document, or of the payment, performance or observance thereof;

(b) The failure to give notice to the County of the occurrence of an event of default under the provisions of this County Guaranty Agreement;

(c) The transfer, assignment or mortgaging or the purported transfer, assignment or mortgaging of all or any part of the interest or security interest of the Authority in the Projects;

(d) The extension of the time for payment of the principal of or interest on the Series 2020 Refunding Bonds or of the time for performance of any obligations, covenants or agreements under or arising out of the Program Documents;

(e) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Program Documents;

(f) The taking, suffering or the omission of any of the actions referred to in the Lease Revenue Bond Resolution or of any actions under this County Guaranty Agreement;

(g) Any failure, omission, delay or lack on the part of the Authority to enforce, assert or exercise any right, power or remedy conferred on the Authority in this County Guaranty Agreement, the Lease Revenue Bond Resolution or any other act or acts on the part of the Authority or any of the holders from time to time of the Series 2020 Refunding Bonds;

(h) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Authority, the Lessee or any other Renewable Energy Program Interested Party or any assets of any of them, or any allegation or contest of the validity of the County Guaranty, or the Lease Revenue Bond Resolution;

(i) To the extent permitted by law, any event or action that would, in the absence of this clause, result in the release or discharge by operation of law of the County from the performance or observance of any obligation, covenant or agreement contained in this County Guaranty Agreement; or

(j) The default or failure of the County fully to perform any of its obligations set forth in this County Guaranty Agreement.

Section 9. No set-off, counterclaim, reduction, recoupment, or diminution of any obligation, or any defense of any kind or nature (other than full and timely performance by the County of its obligations hereunder) which the County or the Authority has or may have against the Authority, the County, the Trustee, any other Renewable Energy Program Interested Party, or against any holder of the Series 2020 Refunding Bonds, shall be available to the County or the Authority hereunder against the Authority, the County, the Trustee, any other Renewable Energy Program Interested Party, or against any holder of the Series 2020 Refunding Bonds or anyone succeeding to the respective interests thereof.

Section 10. The County further guarantees that all payments made with respect to the Series 2020 Refunding Bonds, when made, will be final and agrees that if such payment is recovered from or repaid by or on behalf of the Authority or the holders of the Series 2020 Refunding Bonds in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Authority or the Lessee, the County Guaranty shall continue to be fully applicable to such liabilities to the same extent as though the payment so recovered or repaid had never been originally made on such liabilities.

Section 11. In the event of a default in payment of the principal of or interest on the Series 2020 Refunding Bonds when and as the same shall become due, whether at the stated maturity thereof or otherwise, the Authority, the Trustee or any party to whom the Authority's or the Trustee's rights have been assigned may proceed to enforce their rights hereunder and may proceed first and directly against the County under the terms of this County Guaranty Agreement without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Authority or the Trustee. In any such event, the County shall be subrogated to the rights of such party with respect to such security. All moneys recovered pursuant to this County Guaranty Agreement shall be applied in accordance with the provisions of the Lease Revenue Bond Resolution.

Section 12. The County hereby acknowledges that it is an "obligated person" as such term is defined in Rule 15c2-12, and the preparation, negotiation, execution and delivery of the County Continuing Disclosure Agreement in accordance with Rule 15c2-12 is hereby approved in the form attached as Exhibit B hereto, and the Freeholder Director of the County is hereby authorized to execute the County Continuing Disclosure Agreement and to deliver the same to the Trustee and the Authority. The Freeholder Director is hereby authorized and directed to execute and deliver such other documents, certificates and agreements required to be delivered by the County under the County Continuing Disclosure Agreement, and the Clerk of the County is hereby authorized and directed to attest and affix the seal of the County to any such document, certificate or agreement, if necessary.

Section 13. This County Guaranty Agreement shall terminate after (a) payment in full of the principal of and interest on the Series 2020 Refunding Bonds have been made, or provision for the payment of same has been made in accordance with the terms of the Lease Revenue Bond Resolution, including without limitation Article XII thereof, provided, however, this Guaranty Agreement shall survive if payment of principal and interest is made pursuant to Section 10 hereof and (b) the County shall have been fully reimbursed for any payments made by it, if any, under the County Guaranty.

Section 14. This County Guaranty Agreement may be executed in any number of counterparts, each of which shall be executed by the Authority and by the County and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same. This County Guaranty Agreement shall be governed by the laws of the State.

Section 15. The County hereby acknowledges and consents to the irrevocable assignment of the right of the Authority to receive payments from the County under the provisions of the County Guaranty by the Authority to the Trustee for the benefit of the holders of the Series 2020 Refunding Bonds, as and to the extent provided in the Lease Revenue Bond Resolution.

Section 16. Notwithstanding anything contained herein to the contrary, in the event that the form of government is changed so that there is no longer a Chief Financial Officer of the County, any notices contemplated hereunder shall be provided to and any actions contemplated to be taken hereunder shall be taken by the chief executive officer of the County.

N WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers thereunto duly authorized and this agreement to be dated as of the date and the year first above written.

ATTEST:

**SOMERSET COUNTY
IMPROVEMENT AUTHORITY**

By: _____
Matthew D. Loper
Secretary

By: _____
Michael J. Amorosa
Chairman

ATTEST:

**COUNTY OF SOMERSET,
NEW JERSEY**

By: _____
Kathryn Quick
Deputy Clerk,
Board of Chosen Freeholders

By: _____
Shanel Y. Robinson
Freeholder Director

EXHIBIT A

Pricing Information with respect to the Series 2020 Refunding Bonds

1. Dated Date, Issuance Date and Date of Authentication of Series 2020 Refunding Bonds:

Dated Date: June __, 2020
Issuance Date: June __, 2020
Date of Authentication: June __, 2020

2. Paying Agent and Trustee for Series 2020 Refunding Bonds:
-

3. Amortization, including Sinking Fund Installments, and Interest Rates of Series 2020 Refunding Bonds:

See 4 below.

4. Scheduled debt service payments for Series 2020 Refunding Bonds, including Sinking Fund Installments:

5. Basic Lease Payments and Basic Lease Payment Dates relating to the Series 2020 Refunding Bonds:

EXHIBIT B

[Attach Form of County Continuing Disclosure Agreement]

Thereby Director Robinson asked if there was anyone who wished to be heard regarding the Ordinance

Ms. Kosensky stated no emails were received concerning this Ordinance.

Confirming no one wished to be heard regarding this Ordinance, Director Robinson asked for a motion to close the Public Hearing.

Mr. Gallagher moved the Public hearing be closed.

The motion, duly seconded by Mr. Levine was, on roll call, adopted by the following vote:

YEAS Marano, Gallagher, Levine, Sooy, Robinson
NAYS: None
ABSENT: None

Director Robinson announced the vote for this Ordinance will be deferred until the April 28, 2020 regular meeting.

At this time, Director Robinson asked for a motion to open a public hearing on:

ORD20-352

**Guaranty Ordinance of the County of Somerset, New Jersey,
securing the Somerset County Improvement Authority's County of Somerset Guaranteed
Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020
(Tranche Ii Refunding) (Federally Taxable) In One Or More Series, in an
aggregate principal amount not to exceed \$22,000,000.00**

This Ordinance has been properly advertised, a copy has been posted on the Official County Bulletin Board, and copies have been made available for the general public.

Mr. Gallagher moved the Public hearing be open.

The motion, duly seconded by Ms. Sooy was, on roll call, adopted by the following vote:

YEAS Marano, Gallagher, Levine, Sooy, Robinson
NAYS: None
ABSENT: None

**GUARANTY ORDINANCE OF THE COUNTY OF SOMERSET, NEW
JERSEY, SECURING THE SOMERSET COUNTY IMPROVEMENT
AUTHORITY'S COUNTY OF SOMERSET GUARANTEED
RENEWABLE ENERGY PROGRAM LEASE REVENUE REFUNDING
BONDS, SERIES 2020 (TRANCHE II REFUNDING) (FEDERALLY
TAXABLE) IN ONE OR MORE SERIES, IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$22,000,000**

WHEREAS, the Somerset County Improvement Authority (including any successors and assigns, the "Authority") has been duly created by resolution duly adopted by the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Somerset (the "County") in the State of New Jersey (the "State") as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act"), and other applicable law;

WHEREAS, pursuant to the Program Documents (the "Prior Program Documents") defined in the hereinafter defined Lease Revenue Bond Resolution, including that certain resolution number SCIA11-372 entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2010 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY" adopted by the governing body of the Somerset Authority on May 10, 2011, as amended and supplemented from time to time in accordance with its terms, including by Certificates of an Authorized Officer of the Somerset Authority dated August 25, 2011 and January 19, 2012, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the "Original Lease Revenue Bond Resolution"), the Act and other applicable law and official action, the Authority issued its (i) "County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)" dated August 25, 2011, in the aggregate principal amount of \$23,980,000 (the "Series 2011A Bonds") and its (ii) "County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011B (Federally Taxable)" dated January 19, 2012, in the aggregate principal amount of \$2,810,000 (the "Series 2011B Bonds", and together with the Series 2011A Bonds, the "Series 2011 Bonds"), which Series 2011B Bonds are held in their entirety by the County, to finance the Renewable Energy Projects (the "Renewable Energy Projects") defined therein (any capitalized terms herein not otherwise defined herein shall have the meanings ascribed to such terms in the Original Lease Revenue Bond Resolution);

WHEREAS, SunLight General Somerset Solar, LLC (“*SunLight*”) was selected to develop the respective Renewable Energy Projects under the Prior Program Documents by competitive processes of the Authority;

WHEREAS, SunLight thereafter engaged in arbitrations before the American Arbitration Association with its selected EPC Contractor, Power Partners Mastec, LLC (the “*EPC Contractor*”), with respect to the costs of constructing the Renewable Energy Projects (the “*Arbitration*”), to which no governmental entity associated with the Renewable Energy Projects was a party;

WHEREAS, August 25, 2014, the panel in the Arbitration (the “*Arbitration Panel*”) issued its partial final awards, through which the Arbitration Panel awarded Mastec \$23,420,425 for work performed with respect to the Renewable Energy Projects;

WHEREAS, in addition to the Arbitration, the EPC Contractor filed certain liens on funds held by the trustee for the Series 2011 Bonds preventing SunLight from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of certain of the Renewable Energy Projects, and which actions (among others) resulted in several federal and state court litigation proceedings, all of which have since been resolved, as hereinafter discussed (collectively, the “*Litigation*”);

WHEREAS, as is described in the notice of default with respect to the Renewable Energy Projects dated August 21, 2014 (the “*Notice of Default*”) SunLight had previously caused Events of Default, pursuant to and under the respective Prior Program Documents, and through the Notice of Default the Authority directed the Trustee to declare that SunLight had caused such Events of Default;

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Events of Default and allow the Authority’s renewable energy program to continue, allow the Authority and the County to determine their best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the Authority (i) entered into that certain “Settlement Agreement” by and among, including others, the Authority, the County, SunLight, and the EPC Contractor (the “*Settlement Agreement*”), and (ii) further amended the Prior Program Documents (as amended, including by the hereinafter defined Consents, the “*Program Documents*”) through the authorization, execution and delivery of that certain “Amendment and Consent No. 8 (Somerset County Renewable Energy Program, Series 2011)” (“*Consent No. 8*”, and together with the Prior Consents referenced therein and that certain “Amendment and Consent No. 9 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 6, 2017, the “*Consents*”; collectively, the Settlement Agreement and Consent No. 8 may be collectively referred to as the “*Settlement Documents*”), which Consent No. 8 was acknowledged by certain Series 2011 Local Units referenced therein;

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor was paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount funded by the Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Note, and (C) such other sources as detailed in the Settlement Documents, (ii) the Series 2011B Bonds were taken out with the Series 2015 Note, (iii) a portion of the Series 2015 Note was applied to the completion of the construction of all or a portion of the remaining Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and (iv) certain Administrative Expenses were paid (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplemental Lease Revenue Bond Resolution, the “*Settlement Project*”);

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Note, and (iii) such other amounts as was set forth in the hereinafter defined Series 2015 Supplemental Lease Revenue Bond Resolution (collectively, the “*Series 2015 Project*”) the Authority issued its \$8,400,000 County of Somerset Guaranteed Renewable Energy Program Lease Revenue Note, Series 2015 (the “*Series 2015 Note*”), all pursuant to the Prior Lease Revenue Bond Resolution (as defined herein), as further amended and supplemented by Consent No. 8 and by that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” duly adopted on February 24, 2015, as amended and supplemented by a

Certificate of an Authorized Officer of the Authority dated April 24, 2015, as may be further amended and supplemented from time to time in accordance with its terms (the “*Series 2015 Supplemental Lease Revenue Bond Resolution*”), the Act and other applicable law;

WHEREAS, the payment of the principal (including mandatory sinking fund installments, if any) of, and interest on the Series 2011 Bonds and the Series 2015 Note, but not any redemption premium, were fully, unconditionally and irrevocably guaranteed in accordance with the terms of a guaranty ordinance of the County adopted by the Board of Chosen Freeholders on February 9, 2011 (the “*Series 2011 Guaranty Ordinance*”), all pursuant to Section 37 (“*Section 37*”) of the Act (N.J.S.A. 40:37A-80) and other applicable law, which payments are included as part of the Trust Estate applicable to the Series 2011 Bonds pledged by the Authority to the Trustee under the Original Lease Revenue Bond Resolution;

WHEREAS, upon issuance of the Series 2015 Note the Authority issued no more than \$35,190,000 (original aggregate principal amount of Series 2011 Bonds of \$26,790,000, plus the Series 2015 Note in an aggregate principal amount of \$8,400,000) of the \$52,000,000 of Authority bonds authorized for County guaranty under the Series 2011 Guaranty Ordinance, leaving guaranty capacity of no less than \$16,810,000 (the “*Excess Guaranty Bonding Capacity*”), such Excess Guaranty Bonding Capacity being unnecessary to complete construction of the Renewable Energy Projects was cancelled by the County on February 24, 2015;

WHEREAS, due to certain federal tax law implications, the Authority was not in a position to make a determination as to how to proceed with the maturity of the Series 2015 Note, noting that, in one (1) year (April, 2019) such federal tax law concerns would be inapplicable to approximately 95% of the Renewable Energy Projects, and at such time the Authority would be in a better position to assess its options;

WHEREAS, due to ongoing discussions with SunLight, the County and Authority continued to extend the maturity date of the Series 2015 Note for (i) one (1) year to April 24, 2019, (ii) three (3) months until July 24, 2019, (iii) for a period ending December 31, 2019 and (iv) ultimately until June 30, 2020 (collectively, the “*Prior Note*”);

WHEREAS, after numerous discussions with SunLight and an inability to come to a meeting of the minds with respect to tax exempt financing, it has been determined to be in the best interests of the Authority and the County to: (i) supersede the previous application submitted to the Local Finance Board (as defined herein) with a new application requesting approval to refund the Series 2011A Bonds with a series of taxable bonds to produce debt service savings, (ii) permanently finance the Prior Note with taxable bonds and (iii) if necessary, extend the maturity date of the Prior Note for an additional three (3) month period until September 30, 2020 in order to accomplish the foregoing;

WHEREAS, the County and the Authority have determined that it in their best interests to, among other things: (i) issue the hereinafter defined Series 2020 Refunding Bonds for the purpose of refinancing the Series 2011A Bonds and the Prior Note, (ii) adopt a guaranty ordinance, execute a guaranty agreement for each series of Series 2020 Refunding Bonds (as hereinafter defined) and execute a certificate of guaranty on the face of each Series 2020 Refunding Bond, collectively the hereinafter defined Series 2020 County Guaranty authorizing the guaranty of the principal of and interest on the Series 2020 Refunding Bonds, (iii) authorize and execute the hereinafter defined Deficiency Agreement for the Series 2020 Refunding Bonds to provide for County deficiency payments pursuant to N.J.S.A. 40:37A-79 of the Act prior to any draw on the Series 2020 County Guaranty, and (iv) take any and all other actions deemed necessary, desirable and convenient in connection with matters detailed herein (collectively, the “*Series 2020 Project*”);

WHEREAS, the Series 2011A Bonds and the Prior Note shall be refinanced by one series of taxable bonds entitled “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020 (Tranche II Refunding) (Federally Taxable)” dated their date of delivery (the “*Series 2020 Refunding Bonds*”) issued either as (i) one series of taxable bonds to refund the Series 2011A Bonds and the Prior Note by negotiated sale to NW Capital Markets, Inc. as underwriter (the “*Underwriter*”) of the Series 2020 Refunding Bonds, the terms of which sale shall be as set forth in that certain Bond Purchase Agreement (as defined herein) between the Underwriter and the Authority, or (ii) two series of bonds consisting of: (a) one series of taxable bonds entitled “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020A (Tranche II Refunding) (Federally Taxable)” dated their date of delivery (the “*Series 2020A*”);

Refunding Bonds”), by negotiated sale to the Underwriter of the Series 2020A Refunding Bonds, the terms of which sale shall be as set forth in that certain Bond Purchase Agreement (as defined herein) and (ii) one series of taxable bonds, sold directly to the County, entitled “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020B (Tranche II Refunding) (Federally Taxable)” dated the date of delivery;

WHEREAS, the Series 2020 Refunding Bonds shall be issued pursuant to the terms of that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE REFUNDING NOTES AND BONDS, SERIES 2020 (TRANCHE II REFUNDING PROJECT) [FEDERALLY TAXABLE] OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” to be adopted by the governing body of the Somerset Authority on or about May 5, 2020, as may be amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Somerset Authority to be dated the date of issuance of the Series 2020 Refunding Bonds (the “*Series 2020 Supplemental Lease Revenue Refunding Bond Resolution*” and together with the Original Lease Revenue Bond Resolution and the Series 2015 Supplemental Lease Revenue Bond Resolution, the “*Lease Revenue Bond Resolution*”), the Act and other applicable law;

WHEREAS, prior to the determination to issue the Series 2020 Refunding Bonds, the Authority adopted a supplemental resolution authorizing the issuance of a taxable series of refunding bonds to refund only a portion of the Series 2011A Bonds (the “*2019 Lease Revenue Refunding Bond Resolution*”) which 2019 Lease Revenue Refunding Bond Resolution shall be cancelled and superseded by the adoption of the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution;

WHEREAS, the payment of the principal (including mandatory sinking fund installments, if any) of, and interest (at interest rates not to exceed the maximum rates set forth in the Local Finance Board Application) on the Series 2020 Refunding Bonds, but not any redemption premium, shall be fully, unconditionally and irrevocably guaranteed in accordance with (i) the terms of this guaranty ordinance, (ii) by a guaranty certificate to be executed by an authorized officer of the County within each Series 2020 Refunding Bond and (iii) a series specific “County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2020)” to be dated the date of issuance of the Series 2020 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, each a “*County Guaranty Agreement*”) by and between the County and the Authority, setting forth, among other things, the County’s obligation to make any such guaranty payments in accordance with and within the parameters set forth in the guaranty ordinance and the Bond Resolutions (collectively, the “*Series 2020 County Guaranty*”), all pursuant to Section 37;

WHEREAS, simultaneously with the issuance of the Series 2020 Refunding Bonds, the County and the trustee named in the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution (the “*Trustee*”) will each enter into a “Deficiency Agreement,” to be dated the date of the issuance of the Series 2020 Refunding Bonds (the “*Deficiency Agreement*”) setting forth, among other things, the rights to receive payment from the County pursuant to N.J.S.A. 40:37A-79 of the Act prior to any payment under the County Guaranty;

WHEREAS, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds, shall be secured by (i) the Trust Estate as defined under and in accordance with the terms of the Lease Revenue Bond Resolution, as amended, and (ii) payments by the County under the Series 2020 County Guaranty;

WHEREAS, pursuant to the terms of the Lease Revenue Bond Resolution, as a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, the County will be required to enter into that certain “County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2020)” dated the first day of the month of issuance of the Series 2020 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “*County Continuing Disclosure Agreement*”) with the Dissemination Agent in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, pursuant to the terms of the Lease Revenue Bond Resolution and/or the County Continuing Disclosure Agreement, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12,

and accordingly, the Authority shall be required to provide such material events notices under the terms of the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2020 Refunding Bonds and in accordance with the Act and N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application dated March 18, 2020 (the "*Local Finance Board Application*") to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the "*Local Finance Board*") in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, the Local Finance Board Application shall include a request for approval to extend the maturity date of the Prior Note, one last time, until September 30, 2020 if, despite the Authority's best efforts, it is unable to issue the Series 2020 Refunding Bonds prior to June 30, 2020;

WHEREAS, in order to market and sell the Series 2020 Refunding Bonds by negotiated sale the Authority shall have authorized (a) the distribution of a preliminary official statement "deemed final" within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2020 Refunding Bonds (the "*Preliminary Official Statement*"); (b) the execution and delivery of a bond purchase agreement (the "*Bond Purchase Agreement*") with the Underwriter to purchase all or a portion of the Series 2020 Refunding Bonds; and (c) the execution and delivery of a final Official Statement incorporating the terms of the sale of the Series 2020 Refunding Bonds and certain other information into the Preliminary Official Statement (the "*Official Statement*", and together with the Preliminary Official Statement, and the Bond Purchase Agreement, and any of the same or other offering or sale documents that may be required, the "*Sale Documents*"); and

WHEREAS, prior to the issuance of the Series 2020 Refunding Bonds and in accordance with Section 13 ("*Section 13*") of the Act (N.J.S.A. 40:37A-56), the Authority shall have made a detailed report regarding the Series 2020 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2020 Refunding Bonds, the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution, the County Continuing Disclosure Agreement, the Series 2020 County Guaranty, the County Guaranty Agreement, the Deficiency Agreement and if and as applicable, the Sale Documents (collectively, the "*Series 2020 Program Documents*"), and which report and amended report shall be accepted by the County by resolution adopted by the Board of Freeholders pursuant to Section 13.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET, NEW JERSEY, as follows:

Section 1. This guaranty ordinance shall be adopted by the governing body of the County in the manner provided for adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, as amended (the "*Local Bond Law*").

Section 2. Pursuant to and in accordance with the terms of the Act, specifically Section 37, the County is hereby authorized to and hereby shall fully, unconditionally and irrevocably guarantee the punctual payment of the principal, when due, of (including sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds in an aggregate principal amount not exceeding \$22,000,000, which Series 2020 Refunding Bonds are to be issued to finance the Series 2020 Project as described in the preambles hereof. Notwithstanding the provisions of any other Series 2020 Program Document, upon the endorsement of the Series 2020 Refunding Bonds referred to in Section 3 below by an authorized officer of the County, the County shall be fully, unconditionally and irrevocably obligated to pay, when due, the principal of (including sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds to the extent the Trustee, for any reason, has insufficient monies on any such payment dates to pay the principal of and interest on the Series 2020 Refunding Bonds in full when due on any such payment dates, in the same manner and to the same extent as in the case of bonds issued by the County, and accordingly, the County shall be fully, unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all the taxable property within the County for the payment thereof without limitation as to rate or amount. The full faith and credit of the County are hereby pledged for the full and punctual performance of said County guaranty. This full, unconditional

and irrevocable guaranty of the County effected hereby to pay the principal of (including sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds when due in accordance with the terms hereof and of the Series 2020 Program Documents may not be waived, setoff or otherwise abrogated by action or inaction of the Authority, the County, SunLight or for any other reason.

Section 3. The Director of the Board of Freeholders (the “*Freeholder Director*”) shall, by manual or facsimile signature, and is hereby directed to execute an endorsement on each of the Series 2020 Refunding Bonds evidencing this guaranty by the County as to the punctual payment of the principal of (including sinking fund installments, if any), when due, and interest thereon. The endorsement on each Series 2020 Refunding Bond shall be in substantially the following form, and absent the fully executed endorsement in such following form on any such Series 2020 Refunding Bonds, such Series 2020 Refunding Bonds shall not be entitled to the benefits of this guaranty ordinance:

“GUARANTY OF THE COUNTY OF SOMERSET, NEW JERSEY

The payment of the principal of (including sinking fund installments, if any) and interest on the within [Series 2020 Refunding Bond] [insert series designation] shall be fully, irrevocably and unconditionally guaranteed by the County of Somerset, New Jersey (the “County”) in accordance with the provisions of N.J.S.A. 40:37A-80 and the guaranty ordinance of the County finally adopted pursuant thereto and the County Guaranty Agreement executed by the County in connection therewith, and the County is fully, irrevocably and unconditionally liable for the payment, when due, of the principal of (including sinking fund installments, if any) and interest on this [Series 2020 Refunding Bond] [insert series designation], and if necessary the County shall levy *ad valorem* taxes upon all the taxable property within the County without limitation as to rate or amount in order to make such payments on time and in full.

IN WITNESS WHEREOF, the County has caused this County Guaranty to be executed by the manual or facsimile signature of its Freeholder Director.

COUNTY OF SOMERSET, NEW JERSEY

By: _____
Freeholder Director”

The Freeholder Director is hereby further authorized to execute or acknowledge such other certificates or agreement relating to this full, irrevocable and unconditional guaranty that may be required by the Authority to comply with the terms of the Series 2020 Program Documents, including without limitation, (i) the County Guaranty Agreement in substantially the form attached hereto as Exhibit A, with such changes thereto as the Freeholder Director, in consultation with counsel to the County and other professional advisors deems in his sole discretion to be necessary, desirable or convenient for the execution thereof and to consummate the transactions contemplated hereby, which execution thereof shall conclusively evidence the Freeholder Director’s approval of any changes to the forms thereof, (ii) any letters of representation or similar undertakings to be executed in connection with the sale of the Series 2020 Refunding Bonds, setting forth certain representations, warranties and covenants of the County as an inducement to the purchase of the Series 2020 Refunding Bonds, (iii) any certificates deeming “final” (for the purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission) any Preliminary or final Official Statements of the Authority in connection with the Series 2020 Refunding Bonds and (iv) any bond purchase agreement executed in connection with the sale of the Series 2020 Refunding Bonds. Such further agreements or certificates shall not in any manner relieve the County from its obligations hereunder, and shall contain only such terms as are consistent with or within the parameters herein set forth.

The Freeholder-Director, Deputy Freeholder-Director or Director of Finance is hereby further authorized to execute one or more continuing disclosure agreement(s) or other instrument(s) undertaking the secondary disclosure obligations of the County required by Rule 15c2-12 of the U.S. Securities and Exchange Commission in connection with the issuance of the Series 2020 Refunding Bonds by the Authority.

Section 4. It is hereby found, determined and declared by the governing body of the County that:

(a) This guaranty ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the Series 2020 Refunding Bonds which shall be entitled to the benefits of this guaranty ordinance, being an amount not to exceed \$22,000,000, shall, after their issuance, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of Series 2020 Refunding Bonds entitled to the benefits of this guaranty ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law (i) from and after the time of issuance of the Series 2020 Refunding Bonds until the end of the fiscal year beginning next after the completion of acquisition, construction, installation or renovation of the Series 2020 Refunding Bonds, and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or moneys of the Authority in such year are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed Series 2020 Refunding Bonds, all bonds of the County issued as provided in Section 36 of the Act (N.J.S.A. 40:37A-79) and all bonds of the Authority issued under the Act.

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

(a) The maximum principal amount of Series 2020 Refunding Bonds (including one or more series of bonds) of the Authority which are hereby and hereunder fully, unconditionally and irrevocably guaranteed as to the punctual payment of the principal thereof (including sinking fund installments, if any) and interest thereon is \$22,000,000; the maximum principal amount of Series 2020 Refunding Bonds (including one or more series of bonds) of the Authority that may be outstanding at any one time is \$22,000,000; and the maximum estimated cost of the Series 2020 Project to be financed in accordance with the transactions contemplated hereby is \$22,000,000.

(b) The purpose described in this guaranty ordinance is not a current expense of the County and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

(c) The Series 2020 Refunding Bonds of each series shall mature within thirty (30) years from the date of issue.

(d) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this guaranty ordinance by \$22,000,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this guaranty ordinance is permitted by an exception to the debt limitations of the Local Bond Law which exception is contained in the Act, so long as the payment obligations of the County hereunder are not called upon.

(e) Other than the publication requirements set forth below, all other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the County's guaranty of the Series 2020 Refunding Bonds hereby.

Section 6. To the extent one or more series of the Series 2020 Refunding Bonds are not issued in 2020, references herein to "2020" may without any further action be changed to the year of issuance of such Series 2020 Refunding Bonds and all dates related to such year of issuance shall be automatically adjusted.

Section 7. This guaranty ordinance shall take effect at the time and in the manner provided by law.

Section 8. A public hearing shall be held on this guaranty ordinance on April 14, 2020 at 6:30 p.m. in the Freeholders Meeting Room, 3rd Floor, County Administration Building, 20 Grove Street, Somerville, New Jersey.

Section 9. The Clerk of the Board of Freeholders is hereby directed to publish and post notice of this guaranty ordinance as required by applicable law, including the Act and Local Bond Law.

Section 10. Upon the adoption hereof, the Secretary shall forward certified copies of this guaranty ordinance to Michael J. Amorosa, County Administrator and Chairman of the Authority, William T. Cooper, Esq., County Counsel and Authority Counsel, and Stephen B. Pearlman, Esq., Bond Counsel to the Authority for this transaction.

Section 11. This guaranty ordinance shall take effect at the time and in the manner provided by law.

Exhibit A

Attach form of County Guaranty Agreement

**COUNTY GUARANTY AGREEMENT
(Somerset County Renewable Energy Program, Series 2020)
(Tranche II Refunding)**

By and Between the

SOMERSET COUNTY IMPROVEMENT AUTHORITY

and the

COUNTY OF SOMERSET

Dated: as of June 1, 2020

with respect to the Somerset County Improvement Authority's
\$_____ aggregate principal amount of
County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds,
Series 2020 (Tranche II Refunding) (Federally Taxable)

THIS "COUNTY GUARANTY AGREEMENT (Somerset County Renewable Energy Program, Series 2020) (Tranche II Refunding)" dated as of June 1, 2020 (including any amendments or supplements hereto from time to time in accordance with the terms hereof, this "*County Guaranty Agreement*") by and between the SOMERSET COUNTY IMPROVEMENT AUTHORITY (including any successors and assigns, the "*Authority*"), duly created by resolution of the Board of Chosen Freeholders (the "*Board of Freeholders*") of the hereinafter defined County as a public body corporate and politic of the State of New Jersey (the "*State*") pursuant to and in accordance with the provisions of the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 *et seq.*, the "*Act*") and other applicable law, and the COUNTY OF SOMERSET, a political subdivision of the State (the "*County*").

WHEREAS, the Authority has been duly created by resolution duly adopted by the Board of Freeholders of the County as a public body corporate and politic of the State pursuant to and in accordance with the Act and other applicable law;

WHEREAS, pursuant to the Program Documents (the “*Prior Program Documents*”) defined in the hereinafter defined Lease Revenue Bond Resolution, including that certain resolution number SCIA11-372 entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2010 AND ADDITIONAL BONDS OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Somerset Authority on May 10, 2011, as amended and supplemented from time to time in accordance with its terms, including by Certificates of an Authorized Officer of the Somerset Authority dated August 25, 2011 and January 19, 2012, (collectively, and as the same may be further amended or supplemented in accordance with its terms, the “*Original Lease Revenue Bond Resolution*”), the Act and other applicable law and official action, the Authority issued its (i) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)” dated August 25, 2011, in the aggregate principal amount of \$23,980,000 (the “*Series 2011A Bonds*”) and its (ii) “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011B (Federally Taxable)” dated January 19, 2012, in the aggregate principal amount of \$2,810,000 (the “*Series 2011B Bonds*”, and together with the Series 2011A Bonds, the “*Series 2011 Bonds*”), which Series 2011B Bonds are held in their entirety by the County, to finance the Renewable Energy Projects (the “*Renewable Energy Projects*”) defined therein (any capitalized terms herein not otherwise defined herein shall have the meanings ascribed to such terms in the Original Lease Revenue Bond Resolution);

WHEREAS, SunLight General Somerset Solar, LLC (“*SunLight*”) was selected to develop the respective Renewable Energy Projects under the Prior Program Documents by competitive processes of the Authority;

WHEREAS, SunLight thereafter engaged in arbitrations before the American Arbitration Association with its selected EPC Contractor, Power Partners Mastec, LLC (the “*EPC Contractor*”), with respect to the costs of constructing the Renewable Energy Projects (the “*Arbitration*”), to which no governmental entity associated with the Renewable Energy Projects was a party;

WHEREAS, August 25, 2014, the panel in the Arbitration (the “*Arbitration Panel*”) issued its partial final awards, through which the Arbitration Panel awarded Mastec \$23,420,425 for work performed with respect to the Renewable Energy Projects;

WHEREAS, in addition to the Arbitration, the EPC Contractor filed certain liens on funds held by the trustee for the Series 2011 Bonds preventing SunLight from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of certain of the Renewable Energy Projects, and which actions (among others) resulted in several federal and state court litigation proceedings, all of which have since been resolved, as hereinafter discussed (collectively, the “*Litigation*”);

WHEREAS, as is described in the notice of default with respect to the Renewable Energy Projects dated August 21, 2014 (the “*Notice of Default*”) SunLight had previously caused Events of Default, pursuant to and under the respective Prior Program Documents, and through the Notice of Default the Authority directed the Trustee to declare that SunLight had caused such Events of Default;

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Events of Default and allow the Authority’s renewable energy program to continue, allow the Authority and the County to determine their best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the Authority (i) entered into that certain “Settlement Agreement” by and among, including others, the Authority, the County, SunLight, and the EPC Contractor (the “*Settlement Agreement*”), and (ii) further amended the Prior Program Documents (as amended, including by the hereinafter defined Consents, the “*Program Documents*”) through the authorization, execution and delivery of that certain “Amendment and Consent No. 8 (Somerset County Renewable Energy Program, Series 2011)” (“*Consent No. 8*”, and together with the Prior Consents referenced therein and that certain “Amendment and Consent No. 9 (Somerset County Renewable Energy Program, Series 2011)” dated as of September 6, 2017, the “*Consents*”; collectively, the Settlement Agreement and Consent No. 8 may be collectively referred to as the “*Settlement Documents*”), which Consent No. 8 was acknowledged by certain Series 2011 Local Units referenced therein;

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor was paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount funded by the Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Note, and (C) such other sources as detailed in the Settlement Documents, (ii) the Series 2011B Bonds were taken out with the Series 2015 Note, (iii) a portion of the Series 2015 Note was applied to the completion of the construction of all or a portion of the remaining Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and (iv) certain Administrative Expenses were paid (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplemental Lease Revenue Bond Resolution, the “*Settlement Project*”);

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Note, and (iii) such other amounts as was set forth in the hereinafter defined Series 2015 Supplemental Lease Revenue Bond Resolution (collectively, the “*Series 2015 Project*”) the Authority issued its \$8,400,000 County of Somerset Guaranteed Renewable Energy Program Lease Revenue Note, Series 2015 (the “*Series 2015 Note*”), all pursuant to the Prior Lease Revenue Bond Resolution (as defined herein), as further amended and supplemented by Consent No. 8 and by that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY,” duly adopted on February 24, 2015, as amended and supplemented by a Certificate of an Authorized Officer of the Authority dated April 24, 2015, as may be further amended and supplemented from time to time in accordance with its terms (the “*Series 2015 Supplemental Lease Revenue Bond Resolution*”), the Act and other applicable law;

WHEREAS, the payment of the principal (including mandatory sinking fund installments, if any) of, and interest on the Series 2011 Bonds and the Series 2015 Note, but not any redemption premium, were fully, unconditionally and irrevocably guaranteed in accordance with the terms of a guaranty ordinance of the County adopted by the Board of Chosen Freeholders on February 9, 2011 (the “*Series 2011 Guaranty Ordinance*”), all pursuant to Section 37 (“*Section 37*”) of the Act (N.J.S.A. 40:37A-80) and other applicable law, which payments are included as part of the Trust Estate applicable to the Series 2011 Bonds pledged by the Authority to the Trustee under the Original Lease Revenue Bond Resolution;

WHEREAS, upon issuance of the Series 2015 Note the Authority issued no more than \$35,190,000 (original aggregate principal amount of Series 2011 Bonds of \$26,790,000, plus the Series 2015 Note in an aggregate principal amount of \$8,400,000) of the \$52,000,000 of Authority bonds authorized for County guaranty under the Series 2011 Guaranty Ordinance, leaving guaranty capacity of no less than \$16,810,000 (the “*Excess Guaranty Bonding Capacity*”), such Excess Guaranty Bonding Capacity being unnecessary to complete construction of the Renewable Energy Projects was cancelled by the County on February 24, 2015;

WHEREAS, due to certain federal tax law implications, the Authority was not in a position to make a determination as to how to proceed with the maturity of the Series 2015 Note, noting that, in one (1) year (April, 2019) such federal tax law concerns would be inapplicable to approximately 95% of the Renewable Energy Projects, and at such time the Authority would be in a better position to assess its options;

WHEREAS, due to ongoing discussions with SunLight, the County and Authority continued to extend the maturity date of the Series 2015 Note for (i) one (1) year to April 24, 2019, (ii) three (3) months until July 24, 2019, (iii) for a period ending December 31, 2019 and (iv) ultimately until June 30, 2020 (collectively, the “*Prior Note*”);

WHEREAS, after numerous discussions with SunLight and an inability to come to a meeting of the minds with respect to tax exempt financing, it has been determined to be in the best interests of the Authority and the County to: (i) supersede the previous application submitted to the Local Finance Board (as defined herein) with a new application requesting approval to refund the Series 2011A Bonds with a series of taxable bonds to produce debt service savings, (ii) permanently finance the Prior Note with taxable bonds and (iii) if necessary, extend the maturity date of the Prior Note for an additional three (3) month period until September 30, 2020 in order to accomplish the foregoing;

WHEREAS, the County and the Authority have determined that it in their best interests to, among other things: (i) issue the hereinafter defined Series 2020 Refunding Bonds for the

purpose of refinancing the Series 2011A Bonds and the Prior Note, (ii) adopt a guaranty ordinance, execute a guaranty agreement for each series of Series 2020 Refunding Bonds (as hereinafter defined) and execute a certificate of guaranty on the face of each Series 2020 Refunding Bond, collectively the hereinafter defined Series 2020 County Guaranty authorizing the guaranty of the principal of and interest on the Series 2020 Refunding Bonds, (iii) authorize and execute the hereinafter defined Deficiency Agreement for the Series 2020 Refunding Bonds to provide for County deficiency payments pursuant to N.J.S.A. 40:37A-79 of the Act prior to any draw on the Series 2020 County Guaranty, and (iv) take any and all other actions deemed necessary, desirable and convenient in connection with matters detailed herein (collectively, the “*Series 2020 Project*”);

WHEREAS, the Series 2011A Bonds and the Prior Note shall be refinanced by one or more series of taxable bonds entitled “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020 (Tranche II Refunding) (Federally Taxable)” dated their date of delivery (the “*Series 2020 Refunding Bonds*”) issued [one series of taxable bonds to refund the Series 2011A Bonds and the Prior Note by negotiated sale to NW Capital Markets, Inc. as underwriter (the “*Underwriter*”) of the Series 2020 Refunding Bonds, the terms of which sale shall be as set forth in that certain Bond Purchase Agreement (as defined herein) between the Underwriter and the Authority] [two series of bonds consisting of: (a) one series of taxable bonds entitled “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020A (Tranche II Refunding) (Federally Taxable)” dated their date of delivery (the “*Series 2020A Refunding Bonds*”), by negotiated sale to the Underwriter of the Series 2020A Refunding Bonds, the terms of which sale shall be as set forth in that certain Bond Purchase Agreement (as defined herein) and (ii) one series of taxable bonds, sold directly to the County, entitled “County of Somerset Guaranteed Renewable Energy Program Lease Revenue Refunding Bonds, Series 2020B (Tranche II Refunding) (Federally Taxable)” dated the date of delivery];

WHEREAS, the Series 2020 Refunding Bonds shall be issued pursuant to the terms of that certain “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SOMERSET GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE REFUNDING NOTES AND BONDS, SERIES 2020 (TRANCHE II REFUNDING PROJECT) [FEDERALLY TAXABLE] OF THE SOMERSET COUNTY IMPROVEMENT AUTHORITY” to be adopted by the governing body of the Somerset Authority on or about May 5, 2020, as may be amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Somerset Authority to be dated the date of issuance of the Series 2020 Refunding Bonds (the “*Series 2020 Supplemental Lease Revenue Refunding Bond Resolution*” and together with the Original Lease Revenue Bond Resolution and the Series 2015 Supplemental Lease Revenue Bond Resolution, the “*Lease Revenue Bond Resolution*”), the Act and other applicable law;

WHEREAS, prior to the determination to issue the Series 2020 Refunding Bonds, the Authority adopted a supplemental resolution authorizing the issuance of a taxable series of refunding bonds to refund only a portion of the Series 2011A Bonds (the “*2019 Lease Revenue Refunding Bond Resolution*”) which 2019 Lease Revenue Refunding Bond Resolution shall be cancelled and superseded by the adoption of the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution;

WHEREAS, the payment of the principal (including mandatory sinking fund installments, if any) of, and interest (at interest rates not to exceed the maximum rates set forth in the Local Finance Board Application) on the Series 2020 Refunding Bonds, but not any redemption premium, shall be fully, unconditionally and irrevocably guaranteed in accordance with (i) the terms of this guaranty ordinance, (ii) by a guaranty certificate to be executed by an authorized officer of the County within each Series 2020 Refunding Bond and (iii) a series specific “County Guaranty Agreement (Somerset County Renewable Energy Program, Series 2020) (Tranche II Refunding)” to be dated the date of issuance of the Series 2020 Refunding Bonds, including this County Guaranty Agreement, by and between the County and the Authority, setting forth, among other things, the County’s obligation to make any such guaranty payments in accordance with and within the parameters set forth in the guaranty ordinance and the Bond Resolutions (collectively, the “*Series 2020 County Guaranty*”), all pursuant to Section 37;

WHEREAS, simultaneously with the issuance of the Series 2020 Refunding Bonds, the County and the trustee named in the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution (the “*Trustee*”) will each enter into a “Deficiency Agreement,” to be dated the date of the issuance of the Series 2020 Refunding Bonds (the “*Deficiency Agreement*”) setting forth,

among other things, the rights to receive payment from the County pursuant to N.J.S.A. 40:37A-79 of the Act prior to any payment under the County Guaranty;

WHEREAS, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2020 Refunding Bonds, shall be secured by (i) the Trust Estate as defined under and in accordance with the terms of the Lease Revenue Bond Resolution, as amended, and (ii) payments by the County under the Series 2020 County Guaranty;

WHEREAS, pursuant to the terms of the Lease Revenue Bond Resolution, as a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, the County will be required to enter into that certain “County Continuing Disclosure Agreement (Somerset County Renewable Energy Program, Series 2020)” dated the first day of the month of issuance of the Series 2020 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “*County Continuing Disclosure Agreement*”) with the Dissemination Agent in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, pursuant to the terms of the Lease Revenue Bond Resolution and/or the County Continuing Disclosure Agreement, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2020 Refunding Bonds and in accordance with the Act and N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority shall have made an application dated March 18, 2020 (the “*Local Finance Board Application*”) to, and seek, obtain, and officially recognize the findings from, the Local Finance Board (the “*Local Finance Board*”) in the Department of Local Government Services of the State Department of Community Affairs;

WHEREAS, the Local Finance Board Application shall include a request for approval to extend the maturity date of the Prior Note, one last time, until September 30, 2020 if, despite the Authority’s best efforts, it is unable to issue the Series 2020 Refunding Bonds prior to June 30, 2020;

WHEREAS, in order to market and sell the Series 2020 Refunding Bonds by negotiated sale the Authority shall have authorized (a) the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2020 Refunding Bonds (the “*Preliminary Official Statement*”); (b) the execution and delivery of a bond purchase agreement (the “*Bond Purchase Agreement*”) with the Underwriter to purchase all or a portion of the Series 2020 Refunding Bonds; and (c) the execution and delivery of a final Official Statement incorporating the terms of the sale of the Series 2020 Refunding Bonds and certain other information into the Preliminary Official Statement (the “*Official Statement*”, and together with the Preliminary Official Statement, and the Bond Purchase Agreement, and any of the same or other offering or sale documents that may be required, the “*Sale Documents*”);

WHEREAS, prior to the issuance of the Series 2020 Refunding Bonds and in accordance with Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), the Authority shall have made a detailed report regarding the Series 2020 Project to the Board of Freeholders, which report shall include, without limitation, descriptions of the Series 2020 Refunding Bonds, the Series 2020 Supplemental Lease Revenue Refunding Bond Resolution, the County Continuing Disclosure Agreement, the Series 2020 County Guaranty, this County Guaranty Agreement, the Deficiency Agreement and if and as applicable, the Sale Documents (collectively, the “*Series 2020 Program Documents*”), and which report and amended report shall be accepted by the County by resolution adopted by the Board of Freeholders pursuant to Section 13;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the Authority and the County and its successors and assigns, do mutually covenant, promise and agree as follows:

Section 1. Pursuant to the provisions of the Act and the County Guaranty ordinance, the County shall, and hereby agrees to fully, irrevocably, and unconditionally guarantee the punctual payment of the principal of (including sinking fund installments) and the interest on the Series 2020 Refunding Bonds. The full faith and credit of the County are hereby pledged for the

full and punctual performance of the County Guaranty. Accordingly, the Freeholder-Director of the County shall, and hereby is, authorized and directed to execute and deliver the County Guaranty Certificate in the form set forth in Section 14.01 of the Lease Revenue Bond Resolution upon initial issuance of the Series 2020 Refunding Bonds, as part of each such Series 2020 Refunding Bond. This County Guaranty Agreement shall not guaranty the payment of any redemption premium with respect to the Series 2020 Refunding Bonds. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease Revenue Bond Resolution.

Section 2. The Authority agrees to apply the proceeds derived from the sale of the Series 2020 Refunding Bonds to Costs associated with the Series 2020 Project, including payment of prior Authority bonds and notes, Costs of Issuance, Administrative Expenses and required reserves, if any, and such other matters as set forth in the Lease Revenue Bond Resolution.

Section 3. The Authority will keep, or cause to be kept by the Trustee or otherwise, proper books of record and account in which complete and correct entries shall be made of its transactions relating to the Series 2020 Project and which, together with all other books and papers of the Authority, shall at all reasonable times be subject to inspection by the County.

Section 4. Attached hereto as Exhibit A is the following information required by the County in order to discharge its obligations under this County Guaranty Agreement:

(a) The date of issuance, the maturity dates, the principal amortization, the interest rate or rates, and the Trustee and Paying Agent for the Series 2020 Refunding Bonds.

(b) The Basic Lease Payments and the Basic Lease Payment Dates.

Section 5. If, thirty (30) days prior to any Interest Payment Date or Principal Payment Date, the amounts that are on deposit in the [Name of Fund] established under the Lease Revenue Bond Resolution are insufficient to provide for the payment of the principal of (including sinking fund payments, if any) and/or interest on the Series 2020 Refunding Bonds that are due and payable on such payment dates, the Trustee shall notify the County's Chief Financial Officer on such day of the amounts that are necessary to provide for the payment of the principal of and/or interest on the Series 2020 Refunding Bonds (the "Deficiency"). If not paid pursuant to the Deficiency Agreement applicable to the Series 2020 Refunding Bonds or waived pursuant to the Series 2020 Refunding Bonds, the County shall be obligated to make payment of the Deficiency to the Trustee no later than one (1) Business Day prior to the Interest Payment Date or the Principal Payment Date, as applicable, of the Series 2020 Refunding Bonds. Notwithstanding any other provision of this Guaranty Agreement, failure by the Trustee to give the County notice as provided herein shall not relieve the County of its obligations to make payment under the terms of the County Guaranty.

(a) Notwithstanding the foregoing provisions of this Section 5, upon the occurrence and continuance of the Deficiency one (1) Business Day prior to the Interest Payment Date or the Principal Payment Date,

(i) with respect to the Series 2020 Refunding Bonds only, the County may, in its sole discretion determine to exercise its right to cause the optional redemption or if applicable, defeasance and subsequent optional redemption, of all or a portion of the Series 2020 Refunding Bonds, which optional redemption is contemplated by Section 2.03(5)(a) and (b) of the Lease Revenue Bond Resolution, and which defeasance is contemplated by Article XII of the Lease Revenue Bond Resolution. In any such instance, the County may establish the defeasance date, as applicable, at any time, and the redemption date at any time on or after _____15, 20__, all with written notice to the Authority and the Trustee and otherwise in accordance with the terms of the Lease Revenue Bond Resolution. Nothing in this Section 5(a)(i) is intended to diminish the County's rights to reimbursement, including those rights set forth in Section 7 hereof.

Section 6. Subject to Section 5(a) hereof, when notice has been provided, as described above, the County shall take all necessary actions to make payment of the Deficiency to the Trustee as provided above. Such actions shall include the adoption of an emergency appropriation or an emergency temporary appropriation and the funding of such appropriation in

accordance with the requirements of the Local Budget Law (N.J.S.A. 40A:4A-1 et seq.), the levy of *ad valorem* taxes on all taxable property in the County, without limitation as to rate or amount, or any other actions that are legally permitted to be taken to meet the requirements of such County Guaranty (including the adoption of a bond ordinance pursuant to the provisions of the Local Bond Law).

Section 7. (a) The Authority hereby covenants to the County that in the event the County Guaranty is called upon, the Authority shall be obligated and shall take all actions within its power (in accordance with the terms of the Act), including causing the Trustee to pay over to the County all funds on deposit in the County Security Fund, if any, held by the Trustee under the Lease Revenue Bond Resolution as monies therein shall not be part of the Trust Estate pledged to the payment of debt service on the Series 2020 Refunding Bonds, so as to enable the County to be reimbursed, to the maximum extent practicable, up to the amount that shall have been paid by the County pursuant to the terms of this County Guaranty Agreement (i.e., the Deficiency), at the earliest practicable date. The Authority shall not be obligated to pay the Deficiency from funds within its general control that are not contemplated by the Program Documents; the Authority, shall, however, pay or cause the Deficiency to be paid from amounts the Authority controls on deposit in the County Security Fund, or from any past due Basic Lease Payments it receives from SunLight. The County and the Authority acknowledge and agree that as of the date of this Guaranty Agreement, it has been determined that the amount of the County Security Fund Requirement will be \$_____, and there is no County Security Agreement, County Security Provider or other form of County Security, and any provisions herein with respect to such terms are hereby of no further force or effect.

(b) Nothing herein provided shall in any way diminish the County's rights to receive payment from the County Security Fund for reimbursement of any County payment of the Deficiency. The Authority shall take all actions necessary, desirable or convenient to assist the County in any such reimbursement action, and simultaneously with the authorization, execution and delivery hereof, the Authority shall (i) deliver or cause to be delivered for the benefit of the County the County Reserve, if any, to be deposited with the Trustee in the County Security Fund created under the Lease Revenue Bond Resolution, in which case no County Security Agreement shall exist, and further, the Authority shall (ii) incorporate into the Program Documents repayment provisions to the County relating to the County Security, including without limitation Section 5.07 of the Lease Revenue Bond Resolution.

(c) As further security and further assurance for SunLight's obligations to (i) make Basic Lease Payments, (ii) make those Additional Lease Payments constituting part of the Trust Estate, and (iii) pay interest at the Overdue Rate on such amounts in clauses (i) and (ii), all at the times, in the amounts, and otherwise in accordance with the terms and provisions of the Company Lease Agreement, the failure to make timely and full payment of which could cause any such Deficiency, the Authority hereby further assigns and pledges all of its right, title and interest in and to the Reimbursement Collateral, if any, to the County, to be held as collateral to secure such Deficiency payment; provided, however, that to the extent the County is never required to make payment under its County Guaranty or the County is reimbursed in full for its Deficiency payment(s) by or on behalf of the County Security Provider from the County Security, the County expressly acknowledges it shall have no further rights to the Reimbursement Collateral, and further, that the County Security Provider (upon issuance of the Series 2020 Refunding Bonds, with no County Security Agreement, being SunLight) shall, in such instance, be exclusively entitled to any balance of the Reimbursement Collateral. This County Guaranty Agreement shall be deemed to be a security agreement for purposes of the Uniform Commercial Code and all other applicable law.

Section 8. The obligations of the County under this County Guaranty Agreement shall be full, absolute, irrevocable, and unconditional, and shall remain in full force and effect until the entire principal of (including Sinking Fund Installments, if any) and interest on the Series 2020 Refunding Bonds shall have been paid or duly provided for in accordance with the provisions of the Lease Revenue Bond Resolution. The County Guaranty is a guaranty of payment and not of collectability. The obligations of the County hereunder shall not be affected, modified or impaired upon the occurrence from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the County:

(a) The waiver, compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of the Authority which are contained in the Lease Revenue Bond Resolution and any other Program Document, or of the payment, performance or observance thereof;

(b) The failure to give notice to the County of the occurrence of an event of default under the provisions of this County Guaranty Agreement;

(c) The transfer, assignment or mortgaging or the purported transfer, assignment or mortgaging of all or any part of the interest or security interest of the Authority in the Projects;

(d) The extension of the time for payment of the principal of or interest on the Series 2020 Refunding Bonds or of the time for performance of any obligations, covenants or agreements under or arising out of the Program Documents;

(e) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Program Documents;

(f) The taking, suffering or the omission of any of the actions referred to in the Lease Revenue Bond Resolution or of any actions under this County Guaranty Agreement;

(g) Any failure, omission, delay or lack on the part of the Authority to enforce, assert or exercise any right, power or remedy conferred on the Authority in this County Guaranty Agreement, the Lease Revenue Bond Resolution or any other act or acts on the part of the Authority or any of the holders from time to time of the Series 2020 Refunding Bonds;

(h) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Authority, SunLight or any other Renewable Energy Program Interested Party or any assets of any of them, or any allegation or contest of the validity of the County Guaranty, or the Lease Revenue Bond Resolution;

(i) To the extent permitted by law, any event or action that would, in the absence of this clause, result in the release or discharge by operation of law of the County from the performance or observance of any obligation, covenant or agreement contained in this County Guaranty Agreement; or

(j) The default or failure of the County fully to perform any of its obligations set forth in this County Guaranty Agreement.

Section 9. No set-off, counterclaim, reduction, recoupment, or diminution of any obligation, or any defense of any kind or nature (other than full and timely performance by the County of its obligations hereunder) which the County or the Authority has or may have against the Authority, the County, the Trustee, any other Renewable Energy Program Interested Party, or against any holder of the Series 2020 Refunding Bonds, shall be available to the County or the Authority hereunder against the Authority, the County, the Trustee, any other Renewable Energy Program Interested Party, or against any holder of the Series 2020 Refunding Bonds or anyone succeeding to the respective interests thereof.

Section 10. The County further guarantees that all payments made with respect to the Series 2020 Refunding Bonds, when made, will be final and agrees that if such payment is recovered from or repaid by or on behalf of the Authority or the holders of the Series 2020 Refunding Bonds in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Authority or SunLight, the County Guaranty shall continue to be fully applicable to such liabilities to the same extent as though the payment so recovered or repaid had never been originally made on such liabilities.

Section 11. In the event of a default in payment of the principal of or interest on the Series 2020 Refunding Bonds when and as the same shall become due, whether at the stated maturity thereof or otherwise, the Authority, the Trustee or any party to whom the Authority's or the Trustee's rights have been assigned may proceed to enforce their rights hereunder and may proceed first and directly against the County under the terms of this County Guaranty Agreement without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Authority or the Trustee. In any such event, the County shall be subrogated to the rights of such party with respect to such security. All moneys recovered pursuant to this County Guaranty Agreement shall be applied in accordance with the provisions of the Lease Revenue Bond Resolution.

Section 12. The County hereby acknowledges that it is an “obligated person” as such term is defined in Rule 15c2-12, and the preparation, negotiation, execution and delivery of the County Continuing Disclosure Agreement in accordance with Rule 15c2-12 is hereby approved in the form attached as Exhibit B hereto, and the Freeholder Director of the County is hereby authorized to execute the County Continuing Disclosure Agreement and to deliver the same to the Trustee and the Authority. The Freeholder Director is hereby authorized and directed to execute and deliver such other documents, certificates and agreements required to be delivered by the County under the County Continuing Disclosure Agreement, and the Clerk of the County is hereby authorized and directed to attest and affix the seal of the County to any such document, certificate or agreement, if necessary.

Section 13. This County Guaranty Agreement shall terminate after (a) payment in full of the principal of and interest on the Series 2020 Refunding Bonds have been made, or provision for the payment of same has been made in accordance with the terms of the Lease Revenue Bond Resolution, including without limitation Article XII thereof, provided, however, this Guaranty Agreement shall survive if payment of principal and interest is made pursuant to Section 10 hereof and (b) the County shall have been fully reimbursed for any payments made by it, if any, under the County Guaranty.

Section 14. This County Guaranty Agreement may be executed in any number of counterparts, each of which shall be executed by the Authority and by the County and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same. This County Guaranty Agreement shall be governed by the laws of the State.

Section 15. The County hereby acknowledges and consents to the irrevocable assignment of the right of the Authority to receive payments from the County under the provisions of the County Guaranty by the Authority to the Trustee for the benefit of the holders of the Series 2020 Refunding Bonds, as and to the extent provided in the Lease Revenue Bond Resolution.

Section 16. Notwithstanding anything contained herein to the contrary, in the event that the form of government is changed so that there is no longer a Chief Financial Officer of the County, any notices contemplated hereunder shall be provided to and any actions contemplated to be taken hereunder shall be taken by the chief executive officer of the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers thereunto duly authorized and this agreement to be dated as of the date and the year first above written.

ATTEST:

SOMERSET COUNTY
IMPROVEMENT AUTHORITY

By: _____
Matthew D. Loper
Secretary

By: _____
Michael J. Amorosa
Chairman

ATTEST:

COUNTY OF SOMERSET,
NEW JERSEY

By: _____
Kathryn Quick
Deputy Clerk,
Board of Chosen Freeholders

By: _____
Shanel Y. Robinson
Freeholder Director

EXHIBIT A

Pricing Information with respect to the Series 2020 Refunding Bonds

1. Dated Date, Issuance Date and Date of Authentication of Series 2020 Refunding Bonds:

Dated Date: June __, 2020
Issuance Date: June __, 2020
Date of Authentication: June __, 2020

2. Paying Agent and Trustee for Series 2020 Refunding Bonds:
-

3. Amortization, including Sinking Fund Installments, and Interest Rates of Series 2020 Refunding Bonds:

See 4 below.

4. Scheduled debt service payments for Series 2020 Refunding Bonds, including Sinking Fund Installments:

5. Basic Lease Payments and Basic Lease Payment Dates relating to the Series 2020 Refunding Bonds:

EXHIBIT B

[Attach Form of County Continuing Disclosure Agreement]

Thereby Director Robinson asked if there was anyone who wished to be heard regarding the Ordinance

Ms. Kosensky stated no emails were received concerning this Ordinance.

Confirming no one wished to be heard regarding this Ordinance, Director Robinson asked for a motion to close the Public Hearing.

Mr. Gallagher moved the Public hearing be closed.

The motion, duly seconded by Ms. Marano was, on roll call, adopted by the following vote:

**YEAS Marano, Gallagher, Levine, Sooy, Robinson
NAYS: None
ABSENT: None**

Director Robinson announced the vote for this Ordinance will be deferred until the April 28, 2020 regular meeting.

Reports

Mr. Amorosa stated there would be no Executive Session following the regular meeting

Mr. Levine stated he was getting calls about county parks being closed

Mr. Gallagher acknowledged many municipal parks were open and the county would like to open its parks but is following the state mandate to close public parks. Suggested that suggestions and recommendations should be sent to the state concerning this matter.

Ms. Sooy stated the county is putting the safety of its residents first and is following the Governor's Executive Order. The issue is being assessed on a daily basis.

PUBLIC PORTION

At this time Director Robinson opened the meeting to the public and asked if there was anyone who wished to be heard.

Ms. Kosensky stated no emails were received for the public portion of the meeting.

There being no one who wished to be heard, Director Robinson declared the public portion closed.

CONSENT AGENDA

ALL MATTERS LISTED HEREUNDER ARE CONSIDERED TO BE ROUTINE IN NATURE AND WILL BE ENACTED UPON IN ONE MOTION. ANY PERSON MAY REQUEST THAT AN ITEM BE REMOVED FOR SEPARATE CONSIDERATION.

APPROVAL OF PERSONNEL LETTER; #36A

The following Personnel changes are for the period: 04/01/20 to 04/15/20:

DEPARTMENT	NAME	POSITION	GRADE	SALARY	EFFECTIVE DATE
REPLACEMENTS:					
Mental Health Center	Anthony Justo	Recovery Specialist – STAR Grant	NC/	\$40,000	04/06
Office on Aging & Disability Services	Kathleen Brach	Wellness & Care Coordinator	G-1/	\$74,000	04/06
<u>PART TIME:</u>					
Public Information Office	Lauren Guastella	Digital Marketing Director – PT	AA/	\$35.00 Hr.	04/06
<u>SEPARATIONS:</u>					
Health Department	Rashida Boima	Sr. Registered Environmental Health Specialist		\$55,865	04/10
Mental Health Center	Ariana Luciano	Licensed Mental Health Practitioner – Bilingual		\$57,017	04/13

For Your Information:

SHERIFF’S OFFICE:

The Sheriff has taken the following action:

CHANGES:

Sheriff	Douglas Leubner	Resource Recovery Worker	B-1/	\$38,687	04/01
		to	to	to	
		Sheriff Officer Cadet	B-1/	\$27,280	

PROSECUTOR’S OFFICE:

The Prosecutor has taken the following action:

REPLACEMENTS:

Prosecutors	David J. Formalarie	Detective	DP-8/	\$116,659	04/06
Prosecutors	Ryan A. Quinones	Assistant Prosecutor	NC/	\$72,000	04/06

These changes have been approved in the 2019 Departmental Budget & the 2020 Temporary Departmental Budget

APPROVAL OF MINUTES:

- March 24, 2020 work session at 5:00 p.m. for April 14, 2020 regular meeting
- March 24, 2020 meeting

UPON MOTION BY MR. GALLAGHER, SECOND BY MR. LEVINE, THE MINUTES WERE APPROVED BY THE FOLLOWING VOTE:

AYES: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

Communication, County of Monmouth, Agenda Item # 23, Resolution declaring the County of Monmouth a Second Amendment Lawful Gun Owner County, was received.

Communication, Township of Warren, Proclamation celebrating the 100th Anniversary of Women's Suffrage, was received.

Communication, Michele S. Byers, Executive Director, New Jersey Conservation Foundation, expressing strong support for the preservation of the Hillsborough Golf and Country Club and urging the County to make every effort to secure the permanent preservation of land, was received.

Communication, Steve Peter, County Clerk, notice of fees collected for February 2020 in the amount of \$1,772,637.66 of which \$427,392.41 is retained for the County for its own use, was received.

Communication, Smriti Agrawal, email notice of resignation from the Commission on the Status of Women, was received.

Communication, Aparna Virmani, email notice of resignation from the Commission on the Status of Women, was received.

Communication, Mrs. Kessler, Mrs. Lazarte and the RAA Committee, thanking Freeholder Brian Gallagher and Freeholder Melonie Marano for attending Read Across America Celebration at Van Derveer School, was received.

RESOLUTION NUMBERS R20-354 TO R20-359 WILL REMAIN UNUSED

R20-360

WHEREAS, the Board of Chosen Freeholders of the County of Somerset, on behalf of said County, has determined that public exigency requires the taking of certain lands for highway and bridge purposes for the replacement of Somerset County bridge K0401, Skillmans Lane located in Franklin Township the County of Somerset and State of New Jersey and have caused a survey thereof to be made and a plat of such survey with the descriptions of the various parcels to be taken inscribed thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset, that said Board, on behalf of said County, hereby approves a certain map, or revisions thereof which may occur from time to time, entitled "Somerset County Board Of Chosen Freeholders, Entire Tract And General Property Parcel Maps For The Replacement Of County Bridge No. K0401, Skillmans Lane Over Tributary to Six Mile Run, Franklin Township, County Of Somerset, State Of New Jersey", Scales: As Noted, dated March 2020, consisting of three (3) sheets and prepared by WSP USA Inc., Lawrenceville, NJ, said map on file in the Office of the Somerset County Engineer; and

BE IT FURTHER RESOLVED by said Board that pursuant to the provisions of Revised Statutes 27:16-2 et. seq., that said Board does designate that all those certain tracts or parcels of land situate, lying and being in Franklin Township in the County of Somerset and State of New Jersey, as shown on the aforementioned map, shall be acquired by the County of Somerset in fee simple by purchase, exchange, gift or condemnation, as the case may be; and

BE IT FURTHER RESOLVED by said Board that the proper County officials be and hereby are duly authorized and directed to acquire the above designated property by purchase, exchange, gift or condemnation, as the case may be; and

BE IT FURTHER RESOLVED by said Board that a copy of this resolution, duly certified by the Deputy Clerk of this Board, together with copies of the aforementioned map, shall forthwith be filed in the Office of the Somerset County Clerk.

R20-361

RESOLUTION AUTHORIZING THE SOMERSET COUNTY
CULTURAL & HERITAGE COMMISSION TO APPLY FOR AND ACCEPT
THE NEW JERSEY DEPARTMENT OF STATE – DIVISION OF TRAVEL & TOURISM
COOPERATIVE MARKETING GRANT FOR FISCAL YEAR 2021

WHEREAS, in accordance with N.J.S.A. 40:33A-1 the Somerset County Board of Chosen Freeholders adopted a resolution creating the Somerset County Cultural & Heritage Commission on August 2, 1983; and

WHEREAS, the NJ Department of State for fiscal year 2021 is offering a travel and tourism cooperative marketing grant fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset does hereby authorize the Somerset County Cultural & Heritage Commission to apply for and accept fiscal year 2021 Cooperative Marketing grant funds from the New Jersey Department of State – Division of Travel & Tourism; and

BE IT FURTHER RESOLVED, that the Director and Deputy Clerk of the Board of Chosen Freeholders are hereby authorized to execute a contract and related documents when and if the grant is approved.

R20-362

AUTHORIZING THE SOMERSET COUNTY DEPARTMENT OF HEALTH TO APPLY
AND ACCEPT FUNDING FROM THE NJ DEPARTMENT OF HEALTH FOR THE NEW
JERSEY COMPREHENSIVE CANCER CONTROL PLAN AT THE COUNTY LEVEL.
JULY 1, 2020 TO JUNE 30, 2021

WHEREAS, the Board of Chosen Freeholders of the County of Somerset has been notified by the Somerset County Department of Health of the availability of funding from the New Jersey Department of Health as part of the New Jersey Comprehensive Cancer Control Plan at the County Level through Coalition building and subsequent creation of a supportive infrastructure; and

WHEREAS, said funding is a Health Service Grant (July 1, 2020 to June 30, 2021) and in the amount of up to \$140,000.00 and

WHEREAS, the New Jersey Department of Health has determined that the Somerset County Department of Health is an eligible site to serve as the appropriate agency for this grant; and

WHEREAS, this grant does not require any county matching funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Somerset County Department of Health is hereby authorized to apply and accept funding from the New Jersey Department of Health in the amount of up to \$140,000.00, and to receive said funds to be used for expanding the number of Somerset and Morris Counties stakeholders and community partners in building an effective infrastructure in the battle to reduce cancer incidence, morbidity, and mortality through prevention, early detection, treatment, rehabilitation and palliation as specified in the letter of interest; and

NOW, THEREFORE, BE IT RESOLVED, that said application prepared in compliance with Department policy is hereby approved for submission to the New Jersey Department of Health; and

BE IT FURTHER RESOLVED, that the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset be authorized to execute an Agreement with the New Jersey Department of Health to accept funds for the purpose of continuing Comprehensive Cancer Control Plan at the County Level in Somerset County. Copy of said agreement on file with the Deputy Clerk of the Board and approved as to form by County Counsel.

R20-363

AUTHORIZING THE SOMERSET COUNTY DEPARTMENT OF HEALTH
TO APPLY AND ACCEPT FUNDING FROM THE NEW JERSEY DEPARTMENT OF
HEALTH FOR A LOCAL CORE CAPACITY INFRASTRUCTURE FOR BIOTERRORISM
PREPAREDNESS GRANT
JULY 1, 2020 TO JUNE 30, 2021

WHEREAS, the Board of Chosen Freeholders of the County of Somerset have been notified of a grant funding source from the New Jersey Department of Health through the Centers for Disease Control and Prevention (CDC) Public Health Preparedness and Response to Bioterrorism Cooperative Agreement; and

WHEREAS, said funding is for the development of infrastructure and capacity within the Somerset County Department of Health to provide countywide public health protection and prevention services for bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies; and

WHEREAS, the New Jersey Department of Health in developing its request for applications and core capacity for this grant has determined that the funds are to be used to build and support core, regional expertise and infrastructure for public health emergency preparedness and response at the local level, and to ensure a specific and adequate level of professional staffing for the development of prescribed Critical Capacities and the delivery of related activities, and continue to fund existing positions; and

WHEREAS, the New Jersey Department of Health has determined that the grant award to Somerset County shall be in the amount up to \$300,000.00 to be used in strict accordance with the requirements of the state's Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Somerset County Department of Health is hereby authorized to submit an application and accept funding from the New Jersey Department of Health in response to the New Jersey Department of Health Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant request in an amount up to \$300,000.00 to be used in a manner consistent with the requirements of this grant; and

BE IT FURTHER RESOLVED that the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are authorized to sign the aforementioned grant upon its receipt and review by the Somerset County Department of Health and County Counsel.

R20-364

RESOLUTION TO APPLY AND ACCEPT FUNDING UP TO \$260,000.00
FROM THE NJ DEPT. OF HEALTH, CHILD - ADOLESCENT HEALTH PROGRAM
FOR THE CHILDHOOD LEAD EXPOSURE PREVENTION PROJECT (CLEP)
FROM JULY 1, 2020 TO JUNE 30, 2021

WHEREAS, the NJ Dept. of Health NJAC 8:51A requires screening of children one to two years of age for elevated blood level; and

WHEREAS, screening of children 36 months and up to 17 years of age at risk of lead exposure also be tested for elevated blood lead levels; and

WHEREAS, every child deserves to grow up in a healthy, safe environment, free from the harmful effects of lead; and

WHEREAS, childhood lead poisoning is considered the most preventable environmental disease among young children, yet approximately half a million children throughout the country have elevated blood lead levels; and

WHEREAS, the sources of lead exposure to children are mainly from dust from deteriorated lead-based paint in homes built before 1978, contaminated drinking water, and home exposure from other contaminated sources; and

WHEREAS, the Somerset County Department of Health requests to apply and accept funding up to \$260,000.00 to accomplish the grant requirements; and

WHEREAS, Somerset County Department of Health is one of 35 high risk geographic areas designated by the NJ Department of Health, Office of Local Public Health.

NOW, THEREFORE, BE IT RESOLVED that the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset, authorize Somerset County Department of Health apply and accept funding to implement the CLEP program.

UPON MOTION BY MR. LEVINE SECONDED BY MR. GALLAGHER THE CONSENT AGENDA WAS ADOPTED BY VOICE VOTE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-365

**CONSULTING SERVICES TO COMPLETE THE
SOMERSET COUNTY ROADWAY CORRIDOR SAFETY ANALYSIS STUDY
CONTRACT #: CY-COM-0054-19**

WHEREAS, the County of Somerset properly advertised seeking requests for Consulting Services to complete the Somerset County Roadway Corridor Safety Analysis – Contract CY-COM-0054-19 in accordance with N.J.S.A. 40A:11 4.1, et seq.; and

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for duly adopted budget of the County of Somerset, line item 02-213-19-651-390-280 in the amount of \$265,600.00; and

WHEREAS, the County of Somerset Purchasing Division did advertise for said services on the County website, www.co.somerset.nj.us/notice.html in the Star Ledger and Courier News on January 22, 2020, and

WHEREAS, six (6) sealed proposals were received, opened and read for Consulting Services to complete the Somerset County Roadway Corridor Safety Analysis, in public on February 26, 2020 at 2:30 p.m. prevailing time; and

WHEREAS, Somerset County Planning Board requires consultant services to complete the Somerset County Roadway Corridor Safety Analysis in accordance with N.J.S.A. 40:55D-1 et seq.; and

WHEREAS, the aforesaid six (6) proposals which were reviewed by an evaluation committee which involved representatives from Somerset County Planning and Engineering Divisions; North Jersey Transportation Planning Authority; and recommends that the proposal as submitted by Stantec Consulting Services Inc. meets the requirements of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized to enter into a contract with Stantec Consulting Services Inc. to perform aforesaid services in the amount of \$265,599.10 for the

contract on file with the Deputy Clerk of the Board and approved as to form and content by County Counsel; and

2. That the aforesaid proposal is hereby accepted expressly contingent upon grant funding and satisfactory performance for an amount not to exceed \$265,599.10 for the contract period.
3. That the engagement of the above named have been in conformance with a Competitive Contract process, Local Public Contract Law, N.J.S.A. 40A:11-41 et. seq.

BE IT FURTHER RESOLVED a notice of this award shall be published in the Courier News and Star Ledger as required by law within (20) days of its passage.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-366

**AWARD OF CONTRACT FOR AMERICAN SOCIETY OF ADDICTION MEDICINE
(ASAM) LEVELS OF CARE FUNDING FOR HALFWAY HOUSES
CONTRACT # CY-COM-0056-20R
FIRST YEAR OF A TWO YEAR CONTRACT**

WHEREAS, the Chief Financial Officer has certified in writing the potential availability of funds for the purposes set forth in this resolution such certification on file with the Deputy Clerk of the Board in the duly adopted budget of the County of Somerset, line item (02-213-20-27-613-280) in the amount of \$40,000.00; and

WHEREAS, the County of Somerset Purchasing Division did advertise for said services on the County Website, www.co.somerset.nj.us, and the Courier News on February 4, 2020; and

WHEREAS, three (3) sealed proposals were received, opened and read for ASAM Levels of Care Funding, in public on February 28, 2020 at 2:30 p.m. for prevailing time; and

WHEREAS, LACADA approved a spending plan for subcontracts through the Somerset County Comprehensive Plan through Resolution 19-996 on September 10, 2019, for the first year of four years for the period of January 1, 2020 through December 31, 2020 to provide prevention, early intervention, treatment and recovery support for Somerset County residents in need of substance use disorder services; and

WHEREAS, the LACADA recommends the award of the following service:

- New Hope Integrative Behavioral Health, Marlboro NJ - \$40,000.00 for Women's and Men's Halfway House

NOW, THEREFORE, BE IT RESOLVED that the authorizing subcontract agreements with agencies for the total amount of \$546,380.00 for services for January 1, 2020 through December 31, 2020 as submitted to the Board of Chosen Freeholders of the County of Somerset, and on file with the Deputy Clerk Board, be and is hereby approved contingent upon the County receiving the Funds from the State of New Jersey; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized to enter into a contract with New Hope Integrated Behavioral Health in the amount of \$40,000.00 to perform the aforesaid services pursuant to contract on file with the Deputy Clerk of the Board and approved as to form and content by County Council; and
2. That the engagement of the above named have been in conformance with a Competitive Contract processes, Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq.

BE IT FURTHER RESOLVED a notice of this award shall be published in the Courier News as required by law within twenty (20) days of its passage.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-367

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO
VAN CLEEF ENGINEERING FOR INSPECTION SERVICES FOR AMWELL ROAD
RECONSTRUCTION, CR 514, FROM WORTMAN STREET TO ELIZABETH AVENUE,
SOMERSET COUNTY, NEW JERSEY**

WHEREAS, the County of Somerset properly advertised seeking Requests for Proposals in accordance with N.J.S.A. 19:44A-20.4, et seq.; and

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file in the office of the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item \$423,680.62 (04-215-201-11-454-817); and

WHEREAS, there exists a need for Inspection Services for Amwell Road Reconstruction, CR 514, from Wortman Street to Elizabeth Avenue, Somerset County, New Jersey; and

WHEREAS, Van Cleef Engineering, 32 Brower Lane, P.O. Box 5877, Hillsborough, NJ 08844 has submitted a proposal to perform the aforesaid services; and

WHEREAS, Van Cleef Engineering, 32 Brower Lane, P.O. Box 5877, Hillsborough, NJ 08844 is a Professional Services Firm affording inspection services of the type and nature required to properly carry out the aforesaid and their particular abilities and capacities have been previously demonstrated in work in Somerset County and are recognized by the Office of the Somerset County Engineer and by the Somerset County Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized to enter into a contract with Van Cleef Engineering to perform the aforesaid professional services and to be compensated in accordance with the fee schedule on file with the Deputy Clerk of the Board. Total amount of this contract covering all fees, costs and disbursements not to exceed \$423,680.62 to be approved as to form and content by County Counsel.
2. That the engagement of the above named have been in conformance with a Fair and Open Process for Exempt Service exception, Local Public Contract Law, N.J.S.A. 40A:11-5 (1) (a) (i) Professional Services.
3. The County, its officers and employees shall be added as an additional insured as to all coverage.
4. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent or in the event the County of Somerset is unable to obtain funding for the project for which this contract pertains or in the event the source of funding is curtailed by any act of any governmental body, including the Somerset County Board of Chosen Freeholders. Additionally, if the fulfillment of any of the terms and provision of this Agreement is delayed or prevented by any court order, or action or injunction or other

such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party; and

BE IT FURTHER RESOLVED that a notice of contract award be published as required by 40A:11-(1)(a)(i).

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-368

AUTHORIZING CHANGE ORDER #1 AND FINAL PAYMENT FOR REHABILITATION OF NATIRAR PARK DAM, BOROUGH OF PEAPACK AND GLADSTONE, SOMERSET COUNTY, NEW JERSEY CONTRACT NO. 12012; RESOLUTION NUMBER R19-707; DATED JUNE 25, 2019

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file in the Office of the Deputy Clerk of the Board, and such funds are to be provided for in the duly adopted budget of the County of Somerset, Line Item (32-213-40-018-313-020) \$108,662.02; and

WHEREAS, T.R. Weniger, Incorporated has completed a project entitled "Rehabilitation of Natirar Park Dam, Borough of Peapack and Gladstone, Somerset County, New Jersey, Contract No. 12012"; and

WHEREAS, the Office of the County Engineer has determined that a change to the bid item(s) in the contract specifications is necessary for the project's completion; and

WHEREAS, said change is in conformance to the contract plans and specifications; and

WHEREAS, said change is quantified by Final Change Order #1; and

WHEREAS, the Office of the County Engineer has reviewed Final Change Order #1; and

WHEREAS, the County Engineer has approved Final Change Order #1 and finds it necessary; and

WHEREAS, representatives of the Office of the County Engineer have inspected said project and found the same to be completed in accordance with the contract plans and specifications and the contractor having submitted the documents required for final payment which were approved by County Counsel; and

WHEREAS, the amount of Final Change Order #1 does not exceed 20% of the original contract amount; and

Item	Description	Cost
1	Performance & Payment Bond	\$ -2,888.00
5	Inlet Filter, Type 2, 4'x4'	-8.00
6	Floating Turbidity Barrier, Type 2	-20.00
7	Sediment Control Tank	-4,000.00
8	Construction Driveway	-1,500.00
9	Breakaway Barricades	-6.00
10	Fuel Price Adjustment	-5,000.00
15	Transportation & Disposal, Regulated Material	7,391.52
17	Hot Mix Asphalt 19M64Base Course, 6" Thick	-498.00

18	30" HDPE Pipe	-680.00
20	6" Underdrain	-3,000.00
21	Clean and Line Existing 30" Terracotta Pipe	-5,141.50
32	Borrow Topsoil	-2,000.00
39	Reinforcement Steel	3,012.00
901	Additional Charge for Drainage Pipe Clearing	16,000.00
902	Demolition and Installation of Retaining Wall	107,000.00
	Total Final Change No. 1	\$108,662.02

WHEREAS, the Office of the County Engineer has computed the final project cost to be \$857,700.02 which is a 15% increase in the original contract amount of \$749,038.00.

The final amount being outlined as follows:

Original Contract	\$749,038.00
Change Order No. 1 (Final)	108,662.02
Adjusted Contract Amount	\$857,700.02

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the aforesaid project and Change Order reflecting the final project costs are hereby approved and the project accepted by the County of Somerset; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders that the Financial Director is hereby authorized to issue a Change Order making the final project costs as listed above and is authorized to release final payment.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-369

**AWARD OF CONTRACT FOR
DEMOLITION OF 9 PARK PROPERTIES,
SOMERSET COUNTY, NEW JERSEY
CONTRACT NO. 19029**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item (13-293-00-050-802-000) \$316,327.00; and

WHEREAS, eight (8) sealed bid responses were received, opened and read in public on Thursday, March 5, 2020 at 2:30 P.M. prevailing time for the Demolition of 9 Park Properties, Somerset County, New Jersey, Contract No. 19029; and

WHEREAS, the bids were reviewed by the County Engineer and it was determined that the bid as submitted by IBN Construction Corp., 49 Hermon Street, Newark, NJ 07105 meets the requirements of the County specifications.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bid as submitted by IBN Construction Corp. be and is hereby accepted based on the lowest total cost for:

Demolition of 9 Park Properties,

Somerset County, New Jersey
Contract No. 19029
\$316,327.00

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent upon receipt of a Performance Bond and Payment Bond in the amount of \$316,327.00 is hereby authorized to issue a Purchase Order per bid proposal and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-370

**AWARD OF CONTRACT FOR
RE-BID TENNIS COURT IMPROVEMENTS AT COLONIAL PARK (PHASE 1 – TENNIS
COURT AREA B), FRANKLIN TOWNSHIP, SOMERSET COUNTY, NEW JERSEY
CONTRACT NO. 19013R**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line items (32-213-40-018-313-019) \$500,000.00, and (34-215-18-010-302-500) \$340,100.00; and

WHEREAS, one (1) sealed bid response was received, opened and read in public on Tuesday, March 10, 2020 at 2:30 P.M. prevailing time for the Re-bid Tennis Court Improvements at Colonial Park (Phase 1 – Tennis Court Area B), Franklin Township, Somerset County, New Jersey, Contract No. 19013R; and

WHEREAS, the bid was reviewed by the County Engineer and it was determined that the bid as submitted by Classic Turf Company, LLC, 437 Sherman Hill Road, P.O. Box 55, Woodbury, CT 06798 meets the requirements of the County specifications.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bid as submitted by Classic Turf Company, LLC be and is hereby accepted based on the lowest total cost for:

Re-bid Tennis Court Improvements at Colonial Park (Phase 1 – Tennis
Court Area B), Franklin Township, Somerset County, New Jersey
Contract No. 19013R
\$840,100.00

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent upon receipt of a Performance Bond and Payment Bond in the amount of \$840,100.00 is hereby authorized to issue a Purchase Order per bid proposal and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-371

**EXTENDING RESOLUTION R19-449
JAIL PANEL CONTROL SECURITY SYSTEM MAINTENANCE
CONTRACT #: JCC-COM-9000-11**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file in the Office of the Deputy Clerk of the Board, and such funds are provided for duly adopted temporary budget of the County of Somerset, line item (01-201-25-014-520-260) \$5,766.66; and

WHEREAS, four (4) sealed proposals were received, opened and read in public on March 18, 2011 at 2:30pm prevailing time for Jail Panel Control Security System Contract #: JCC-COM-9000-11; and

WHEREAS, the proposals were reviewed by an Evaluation Team and it was determined that the proposal as submitted by Open Systems Integrators, 207D Woodward Road Manalapan, NJ 07726 met the requirements of the County and demonstrated superiority in the proposal detail and was awarded the contract on April 26, 2011 resolution number R11-221; and

WHEREAS, final acceptance inspection of completed project occurred on May 29, 2014 and the first year no cost maintenance concluded on May 28, 2015; and

WHEREAS, the current contract, which was awarded via R19-449 is set to expire on May 28, 2020; and

WHEREAS, additional time is required for the preparation of specifications for a new contract; and,

WHEREAS, the Purchasing Agent and the vendor have agreed to a two month extension of the contract beginning May 29, 2020 through July 28, 2020; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset in accordance with paragraph five, N.J.S.A. 40A:11-15 the existing contract with Open Systems Integrators be and is hereby extended through July 28, 2020, pursuant to the terms of R19-449.

BE IT RESOLVED that by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized the two month extension of the contract and to enter into contract with Open System Integrators to perform the aforesaid services, in the amount of \$2,883.33 per month for a total of \$5,766.66 for the two month contract extension pursuant to the contract on file with the Purchasing Division and approved as to form and content by County Counsel;
2. A notice of this award shall be published in the Courier News as required by law within twenty (20) days of its passage as per 40A11-4.5g.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-372

**AWARD OF CONTRACT FOR TIRE MOUNTING & DISMOUNTING
OPEN END CONTRACT, COOPERATIVE PRICING BID #2-SOCCP
FIRST YEAR OF A TWO YEAR CONTRACT
CONTRACT# CC-0020-20**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted temporary budget of the County of Somerset, line item (01-201-26-011-457-346) \$10,000.00; and

WHEREAS, five (5) sealed bids were received, opened and read in public on February 11, 2020 at 3:30 P.M. prevailing time for Tire Mounting & Dismounting, Open End Contract #CC-0020-20, Cooperative Pricing System Bid #2-SOCCP; and

WHEREAS, the bids were reviewed by the Supervisor of Vehicle and Equipment Maintenance and it has been determined that the bids as submitted by the following vendors, meet all the necessary requirements of the County specifications and therefore have been determined to be the primary and secondary for items as listed on the schedule of prices on file :

Barnwell House of Tires
112 Lehigh Drive
Fairfield, NJ 07004
973-287-3296

Custom Bandag Inc.
401 East Linden Ave
Linden, NJ 07036
908-862-2400

Richie's Tire Service Inc.
107 Egel Ave
Middlesex, NJ 08846
732-469-0800

Service Tire Truck Centers
2255 Avenue A
Bethlehem, PA 18017
610-954-8473

Steve's Tire Service
568 Central Ave
Bridgewater, NJ 08807
908-725-5646

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bids as submitted by the above named vendors be and are hereby accepted for the items as listed on the Schedule of Prices on file with the Deputy Clerk of the Board; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contracts and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposals and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-373

**RESOLUTION AWARD OF CONTRACT FOR ORIGINAL EQUIPMENT MANUFACTURED (OEM) VEHICLE PARTS AND REPAIRS
OPEN END CONTRACT #CC-0012-20
COOPERATIVE PRICING SYSTEM BID #2-SOCCP
FIRST YEAR OF A TWO YEAR CONTRACT**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted temporary budget of the County of Somerset, line items not to exceed (01-201-26-011-457-340) \$20,000.00 and (01-201-26-011-457-250) \$20,000.00; and

WHEREAS, six (6) sealed proposals were received, opened and read in public on February 11, 2020 at 3:00 P.M. prevailing time for Original Equipment Manufactured (OEM) Vehicle Parts and Repairs, Open End Contract #CC-0012-20, Cooperative Pricing System Bid #2-SOCCP; and

WHEREAS, the bids were reviewed by the Supervisor of Vehicle and Equipment Maintenance Division and it has been determined that the bids as submitted by the following meet all the necessary requirements of the specifications and therefore have been determined to be the lowest responsible bidders for the primary and secondary contract vendors for the items as listed on the Schedule of Prices on file with the Deputy Clerk of the Board.

DFFLM LLC fbo
NJ Parts of Flemington
215 Rt. 202/31
Flemington, NJ 08822
908-782-3673

Engine Land, Inc.
155 Division Street
Elizabeth, NJ 07201
908-527-9060

Fred Beans Parts
131 Doyle Street
Doylestown, PA 18901
267-716-0230

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

Nielson Dodge
175 Route 10
Eat Hanover, NJ 07936
973-599-2151

Route 23 Automall
1301 Route 23
Butler, NJ 07405
973-838-0820

*Not willing for Cooperative Pricing

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bids as submitted by the above named vendors be and are hereby accepted for the first year of a two year contract for the items as listed on the Schedule of Prices on file in the Office of the Deputy Clerk of the Board; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposal and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-374

**AWARD OF CONTRACT FOR TIRE ROAD SERVICES, 24 HOUR EMERGENCY
OPEN END CONTRACT, COOPERATIVE PRICING SYSTEM BID #2-SOCCP
FIRST YEAR OF TWO YEAR CONTRACT
CONTRACT #CC-0006-20**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board and such funds are provided for in the duly adopted temporary budget of the County of Somerset, line item (01-201-26-011-457-346) \$10,000.00; and

WHEREAS, five (5) sealed bids were received, opened and read in public on February 13, 2020 at 3:00 P.M. prevailing time for Tire Road Services, 24 Hour Emergency, Open End Contract #CC-0006-20, Cooperative Pricing System Bid #2-SOCCP; and

WHEREAS, the bids were reviewed by the Supervisor of Vehicle and Equipment Maintenance Division and it has been determined that the bids as submitted by the following vendors, meet all the necessary requirements of the County specifications and therefore has been determined to be the primary and secondary for items as listed on the schedule of prices on file:

Barnwell House of Tires 112 Lehigh Drive Fairfield, NJ 07004 973-287-3296
F & S Tire Corp. 58 Brunswick Avenue Edison, NJ 08817 732-287-8877
Richie's Tire Service 107 Egel Avenue Middlesex, NJ 08846 732-469-0800
Service Tire Truck Centers 2255 Avenue A Bethlehem, PA 18017 610-954-8473
Steve's Tire Service 568 Central Ave Bridgewater, NJ 08807 908-725-5646

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bids as submitted by the above named vendors be and are hereby accepted for the first year of a two year contract for the items as listed on the Schedule of Prices on file in the Office of the Deputy Clerk of the Board; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contracts and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposals and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-375

**AWARD OF CONTRACT FOR PARTS & REPAIRS, CLUB CAR GOLF AND TURF UTILITY VEHICLES
OPEN END CONTRACT, COOPERATIVE PRICING SYSTEM BID #2-SOCCP
FIRST YEAR OF A TWO-YEAR CONTRACT
CONTRACT # CC-0019-20**

WHEREAS, the County of Somerset Purchasing Department properly advertised seeking bids for Parts and Repairs, Club Car Golf and Turf Utility Vehicles, on an open end contract basis with "Availability of Funds Certificate" to be executed by the Chief Financial Officer at the time each order is placed; and

WHEREAS, three (3) sealed proposals were received, opened and read in public on February 13, 2020 at 3:30 P.M. prevailing time for Parts and Repairs, Club Car Golf and Turf Utility Vehicles Open End Contract #CC-0019-20, Cooperative Pricing System Bid #2-SOCCP; and

WHEREAS, the bids were reviewed by the Supervisor of Vehicle and Equipment Maintenance and it was determined that the bids as submitted by the following vendors have met all the necessary requirements of the County specifications and are therefore to be the lowest responsible bidders by line items as listed on the schedule of prices on file with the Deputy Clerk of the Board:

Central Jersey Equipment, LLC 670 Route 40 Elmer, NJ 08318 856-358-2880
Finch Services 1127 Littlestown Pike Westminster, MD 21157 410-848-7211 Not willing to extend pricing to Cooperative Members
Golf Cars, Inc. 4180 Skyron Drive Buckingham, PA 18912 215-340-0880 Not willing to extend pricing to Cooperative Members

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bids as submitted by the above named vendors be and are hereby accepted for the first year of a two year contract for the items as listed on the Schedule of Prices on file in the Office of the Deputy Clerk of the Board; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposal and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

**YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE**

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-376

**AWARD OF CONTRACT FOR BALING WIRE FOR RECYCLING PROGRAM
SIX MONTH CONTRACT APRIL 15, 2020 –OCTOBER 14, 2020
CONTRACT #CC-0053-20**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted temporary budget of the County of Somerset, line item (01-201-26-011-700-850) not to exceed \$16,500.00; and

WHEREAS, two (2) sealed bids were received, opened and read in public on January 15, 2020 at 3:00 P.M. prevailing time for Baling Wire for Recycling Program, Contract #CC-0053-20; and

WHEREAS, the bids were reviewed by the Superintendent of the Recycling Division and it was determined that the bid as submitted by Accent Packaging Inc. dba Accent Wire-Tie, 10131 FM 2920, Tomball, TX 77375 meets the necessary requirements of the County's specifications for

Baling Wire for Recycling Program, Contract #CC-0053-20
6 Month Contract

ITEM A	COST
Wire Cost per Pound x 1600 (lbs)	\$1,032.00
Delivery Cost per Coil	Included
TOTAL UNIT COST	\$1,032.00
Option: ITEM B	
1) Open End, As-Needed Service (Labor Rate)	\$125.00/Hour
2) Fixed Discount % From Manufacture's List Pricing	0%

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bid as submitted by Accent Packaging Inc. dba Accent Wire-Tie be and are hereby accepted for a six (6) month contract; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposal and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

**YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE**

**MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION
AND MOVED ITS ADOPTION:**

R20-377

**AWARD OF CONTRACT FOR ELECTRICAL UNDERGROUND STRUCTURES AND
APPURTENANCES CONTRACT #CC-0116-19
SECOND YEAR OF TWO YEAR CONTRACT**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line items (04-215-121-40-455-581) \$5,000.00, (03-297-56-100-451-580) \$50,000.00; and

WHEREAS, two (2) sealed proposals were received, opened and read in public on February 20, 2019 at 2:30 P.M prevailing time for Electrical Underground Structures and Appurtenances, Somerset County, Contract #CC-0116-19; and

WHEREAS, the bids were reviewed by the Roads and Bridges Supervisor and it was determined that the bids as submitted by the following vendors meet all the necessary requirements of the County specifications during the first year:

Orchard Holding, LLC,
1913 Atlantic Ave, Ste 193
Manasquan, NJ 08736
Group No. 1

Signal Control Products, Inc.
199 Evans Way
Branchburg, NJ 08876
Group No. 2, Group No. 3, and Group No. 4

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bids submitted by Orchard Holding, LLC. and Signal Control Products, Inc. be and are hereby awarded for the second year of a two year contract based on the lowest group total for the items as listed on the Schedule of Prices on file in the Office of the Deputy Clerk of the Board; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposal and specifications approved as to form by County Counsel.

**THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS
ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:**

**YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE**

**MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION
AND MOVED ITS ADOPTION:**

R20-377

**AWARD OF CONTRACT FOR ELECTRICAL UNDERGROUND STRUCTURES AND
APPURTENANCES CONTRACT #CC-0116-19
SECOND YEAR OF TWO YEAR CONTRACT**

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line items (01-201-26-011-451-280) \$5,000.00, (03-297-56-100-451-580) \$50,000.00; and

WHEREAS, two (2) sealed proposals were received, opened and read in public on February 20, 2019 at 2:30 P.M prevailing time for Electrical Underground Structures and Appurtenances, Somerset County, Contract #CC-0116-19; and

WHEREAS, the bids were reviewed by the Roads and Bridges Supervisor and it was determined that the bids as submitted by the following vendors meet all the necessary requirements of the County specifications during the first year:

Orchard Holding, LLC,
1913 Atlantic Ave, Ste 193
Manasquan, NJ 08736
Group No. 1

Signal Control Products, Inc.
199 Evans Way
Branchburg, NJ 08876
Group No. 2, Group No. 3, and Group No. 4

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the bids submitted by Orchard Holding, LLC. and Signal Control Products, Inc. be and are hereby awarded for the second year of a two year contract based on the lowest group total for the items as listed on the Schedule of Prices on file in the Office of the Deputy Clerk of the Board; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Director and Deputy Clerk of the Board are hereby authorized to execute the proper contract and the Purchasing Agent is hereby authorized to issue Purchase Orders as needed per bid proposal and specifications approved as to form by County Counsel.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. LEVINE INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-378

**AUTHORIZE THE UTILIZATION OF A NEW JERSEY STATE CONTRACT FOR ELEVATOR MAINTENANCE AND SERVICE AT VARIOUS COUNTY LOCATIONS
NEW JERSEY CONTRACT #: 20-GNSV2-01121**

WHEREAS, the Chief Financial Officer has certified in writing the availability of funds for the purposes set forth in this resolution, such certification on file with the Deputy Clerk of the Board, and such funds are provided for in the duly adopted temporary budget of the County of Somerset, line item (01-201-26-011-165-290) \$33,682.00; and

WHEREAS, the Office of Facilities and Services requires the purchase a maintenance and service contract for all County elevators in various locations from an authorized vendor under the State of New Jersey Co-operative Purchasing Program 1-NJCP; and

WHEREAS, the purchase of goods and services by local contracting units is authorized by Local Public Contracts Law N.J.S.A. 40A:11-12; and

WHEREAS, Schindler Elevator Corporation, 20 Whippany Road, Suite 122, Morristown, NJ 07960 has been awarded New Jersey State Contract #20-GNSV2-01121 as an authorized dealer for Elevator Maintenance and Service; and

WHEREAS, the Director of Facilities and Services recommends the utilization of this Contract on the grounds that it represents the best price available through the State Contract; and

WHEREAS, the actual total cost for maintenance and service on all elevators at various County locations is \$7,894.00 per month and additional charges for emergency calls and repairs shall be billed based on the rates as outlined on 20-GNSV2-01121.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that Schindler Elevator Corporation be awarded a contract for the service and maintenance of all County elevators; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Somerset that the Purchasing Agent is hereby authorized to issue a Purchase Order.

THE MOTION, DULY SECONDED BY MR. GALLAGHER, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-379

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS
BETWEEN THE SOMERSET COUNTY CULTURAL & HERITAGE COMMISSION
AND RARITAN VALLEY COMMUNITY COLLEGE
FOR USE OF PREMISES FOR THE TEEN ARTS FESTIVAL**

WHEREAS, in accordance with N.J.S.A. 40:33A-1 the Somerset County Board of Chosen Freeholders adopted a resolution creating the Somerset County Cultural & Heritage Commission on August 2, 1983; and

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file in the Office of the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item 01-201-27-011-902-290, (\$1,767.50).

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

That the Director and Deputy Clerk of the Board of the Chosen Freeholders of the County of Somerset are hereby authorized and directed to execute the Agreements between the Somerset County Cultural & Heritage Commission and Raritan Valley Community College for the use of space located at the College for the Teen Arts Festival on Wednesday, May 13, 2020, a copy of which is on file with the Deputy Clerk of the Board.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-380

AUTHORIZING AN AMENDMENT FOR A TIME PERIOD CHANGE FOR THE COMMUNITY-BASES INNOVATED PROGRAM FROM THE NEW JERSEY STATE DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR A ONE-TIME AMOUNT OF \$94,967.00 FOR THE PERIOD OF JUNE 30, 2020 THROUGH JUNE 29, 2021

WHEREAS, the County of Somerset received formal notification from the State of New Jersey, Department of Human Services, Division of Mental Health and Addiction Services of a time period change for the Community-Based Innovated Program for the Somerset County Comprehensive Alcohol and Drug Abuse services for the total amount of \$94,967.00 for the period of January 1, 2020 through December 31, 2020; and

WHEREAS, this resolution is an amendment for a time period change from January 1, 2020 through December 31, 2020 to June 30, 2020 through June 29, 2021; and

WHEREAS, the Somerset County Local Advisory Council on Alcoholism and Drug Abuse approved the application and acceptance on November 20, 2019; and

WHEREAS, the submission and acceptance of an application was adopted by the Board of Chosen Freeholders at their regularly convened meeting of November 26, 2019 by Resolution 19-1319.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset, that the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset be authorized to execute the contract with the New Jersey Department of Human Services, Division of Family Development.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-381

AUTHORIZING PAYMENT OF BILLS WITH A GRAND TOTAL OF \$ 10,137,453.68

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Somerset ratifies and authorizes the payment of bills for:

EXPENSE	AMOUNT	DATE
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Claims	\$3,996,804.90	03/21/2020-04/08/2020
Other Expenses	\$2,682,065.87	03/21/2020-04/08/2020
Salaries & Wages	\$3,458,582.91	03/21/2020-04/08/2020
Total	\$ 10,137,453.68	

BE IT FURTHER RESOLVED that the County Treasurer is hereby authorized to pay expenditures, including capital expenditures and said checks having been reviewed and certified for payment by a majority of the members of the Board.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-382

RESOLUTION FOR CHANGE IN MONETARY AMOUNT OF PETTY CASH FOR FACILITIES & SERVICE

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash Fund; and

WHEREAS, it is the desire of the County of Somerset that the petty cash fund for Facilities & Service be increased from \$100.00 to \$500.00.

NOW, THEREFORE, BE IT RESOLVED the County of Somerset hereby authorizes such action and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

R20-383

VOID

MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-384

RESOLUTION FOR APPROVAL TO PAY
CONFIRMING ORDERS

WHEREAS, N.J.S.A. 52:27-BB-10 authorizes the Local Finance Board to adopt rules for local financial administration; and

WHEREAS, N.J.S.A 40A:4-57 prohibits the expending of money or the entering into of any contract for any purpose for which no appropriation is provided or in excess of the amount appropriated for such purposes; and

WHEREAS, the Local Finance Board, on October 20, 1975 adopted a resolution providing for certification in writing to the governing body of the availability or lack thereof for adequate funds for each contract which is pending approval.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Chief Financial Officer of the County of Somerset hereby certifies that he has carefully reviewed the availability of funds and is hereby authorized to pay the following confirming purchase orders:

<u>Vendor</u>	<u>Division Name</u>	<u>Amount</u>	<u>Requisition #</u>	<u>Account</u>
Wastequip Manufacturing Company, LLC	Recycling	\$41,500.00	21317	01-201-26-011-700-300

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-385

RESOLUTION FOR APPROVAL TO PAY
CONFIRMING ORDERS

WHEREAS, N.J.S.A. 52:27-BB-10 authorizes the Local Finance Board to adopt rules for local financial administration; and

WHEREAS, N.J.S.A 40A:4-57 prohibits the expending of money or the entering into of any contract for any purpose for which no appropriation is provided or in excess of the amount appropriated for such purposes; and

WHEREAS, the Local Finance Board, on October 20, 1975 adopted a resolution providing for certification in writing to the governing body of the availability or lack thereof for adequate funds for each contract which is pending approval.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Chief Financial Officer of the County of Somerset hereby certifies that he has carefully reviewed the availability of funds and is hereby authorized to pay the following confirming purchase orders:

<u>Vendor</u>	<u>Division Name</u>	<u>Amount</u>	<u>Requisition #</u>	<u>Account</u>
Allied Universal Security Services of Conshohocken PA	616 – Mental Health	\$960.40	212825	01-201-27-012-616-280

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

**YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE**

MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-386

**RESOLUTION FOR APPROVAL TO PAY
CONFIRMING ORDERS**

WHEREAS, N.J.S.A. 52:27-BB-10 authorizes the Local Finance Board to adopt rules for local financial administration; and

WHEREAS, N.J.S.A 40A:4-57 prohibits the expending of money or the entering into of any contract for any purpose for which no appropriation is provided or in excess of the amount appropriated for such purposes; and

WHEREAS, the Local Finance Board, on October 20, 1975 adopted a resolution providing for certification in writing to the governing body of the availability or lack thereof for adequate funds for each contract which is pending approval.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Chief Financial Officer of the County of Somerset hereby certifies that he has carefully reviewed the availability of funds and is hereby authorized to pay the following confirming purchase orders:

<u>Vendor</u>	<u>Division Name</u>	<u>Amount</u>	<u>Requisition #</u>	<u>Account</u>
Freedom Yoga Studio of Raritan NJ	616 – Mental Health	\$1050.00	213221	02-213-19-687-616-280

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

**YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE**

MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-387

**RESOLUTION FOR APPROVAL TO PAY
CONFIRMING ORDERS**

WHEREAS, N.J.S.A. 52:27-BB-10 authorizes the Local Finance Board to adopt rules for local financial administration; and

WHEREAS, N.J.S.A 40A:4-57 prohibits the expending of money or the entering into of any contract for any purpose for which no appropriation is provided or in excess of the amount appropriated for such purposes; and

WHEREAS, the Local Finance Board, on October 20, 1975 adopted a resolution providing for certification in writing to the governing body of the availability or lack thereof for adequate funds for each contract which is pending approval.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Chief Financial Officer of the County of Somerset hereby certifies that he has carefully reviewed the availability of funds and is hereby authorized to pay the following confirming purchase orders:

<u>Vendor</u>	<u>Division Name</u>	<u>Amount</u>	<u>Requisition #</u>	<u>Account</u>
Allied Universal	OAP	\$14,423.98	213401	01-201-27-012-613-201

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-388

RESOLUTION FOR APPROVAL TO PAY CONFIRMING ORDERS

WHEREAS, N.J.S.A. 52:27-BB-10 authorizes the Local Finance Board to adopt rules for local financial administration; and

WHEREAS, N.J.S.A 40A:4-57 prohibits the expending of money or the entering into of any contract for any purpose for which no appropriation is provided or in excess of the amount appropriated for such purposes; and

WHEREAS, the Local Finance Board, on October 20, 1975 adopted a resolution providing for certification in writing to the governing body of the availability or lack thereof for adequate funds for each contract which is pending approval.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Chief Financial Officer of the County of Somerset hereby certifies that he has carefully reviewed the availability of funds and is hereby authorized to pay the following confirming purchase orders:

<u>Vendor</u>	<u>Division Name</u>	<u>Amount</u>	<u>Requisition #</u>	<u>Account</u>
Automatic Communications Alarm	F&S	\$126.42	213129	01-203-260-011-165-260

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

**MS. MARANO INTRODUCED THE FOLLOWING RESOLUTION
AND MOVED ITS ADOPTION:**

R20-389

**RESOLUTION FOR CERTIFICATION OF FUNDS
FOR CONFIRMING PURCHASE ORDERS**

WHEREAS, N.J.S.A. 52:27-BB-10 authorizes the Local Finance Board to adopt rules for local financial administration; and

WHEREAS, N.J.S.A 40A:4-57 prohibits the expending of money or the entering into of any contract for any purpose for which no appropriation is provided or in excess of the amount appropriated for such purposes; and

WHEREAS, the Local Finance Board, on October 20, 1975 adopted a resolution providing for certification in writing to the governing body of the availability or lack thereof for adequate funds for each contract which is pending approval.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Chief Financial Officer of the County of Somerset hereby certifies that he has carefully reviewed the availability of funds and is hereby authorized to pay the following confirming purchase orders:

Vendor	Amount	Requisition #	Account
Glitterhoops, LLC	\$45.00	212521	01-201-27-012-686-280

**THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON
ROLL CALL ADOPTED BY THE FOLLOWING VOTE:**

**YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE**

**MR. GALLAGHER INTRODUCED THE FOLLOWING
RESOLUTION AND MOVED ITS ADOPTION:**

R20-390

**RESOLUTION FOR CERTIFICATION OF FUNDS
FOR PREVIOUSLY AWARDED CONTRACTS**

WHEREAS, N.J.S.A. 52:27-BB-10 authorizes the Local Finance Board to adopt rules for local financial administration; and

WHEREAS, N.J.S.A 40A:4-57 prohibits the expending of money or the entering into of any contract for any purpose for which no appropriation is provided or in excess of the amount appropriated for such purposes; and

WHEREAS, the Local Finance Board, on October 20, 1975 adopted a resolution providing for certification in writing to the governing body of the availability or lack thereof for adequate funds for each contract which is pending approval.

NOW, THEREFORE, BE IT RESOLVED the undersigned Chief Financial Officer of the County of Somerset hereby certifies that he has carefully reviewed the availability of funds for:

<u>Vendor</u>	<u>Contract #</u>	<u>Amount</u>	<u>Resolution</u>	<u>Requisition #</u>	<u>Account</u>
Princeton HealthCare System	CC-0070-19	\$10,000.00	R19-541	212983	01-201-26-011-451-930

THE MOTION, DULY SECONDED BY MS. SOOY, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. GALLAGHER INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-391

**RESOLUTION FOR CERTIFICATION OF FUNDS
FOR PREVIOUSLY AWARDED CONTRACTS**

WHEREAS, N.J.S.A. 52:27-BB-10 authorizes the Local Finance Board to adopt rules for local financial administration; and

WHEREAS, N.J.S.A 40A:4-57 prohibits the expending of money or the entering into of any contract for any purpose for which no appropriation is provided or in excess of the amount appropriated for such purposes; and

WHEREAS, the Local Finance Board, on October 20, 1975 adopted a resolution providing for certification in writing to the governing body of the availability or lack thereof for adequate funds for each contract which is pending approval.

NOW, THEREFORE, BE IT RESOLVED the undersigned Chief Financial Officer of the County of Somerset hereby certifies that he has carefully reviewed the availability of funds for:

<u>Vendor</u>	<u>Contract #</u>	<u>Amount</u>	<u>Resolution</u>	<u>Requisition #</u>	<u>Account</u>
Deer Carcass Removal Service	CC-0067-19	\$30,000.00	R19-537	212620	03-297-56-100-451-580

THE MOTION, DULY SECONDED BY MS. SOOY, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. GALLAGHER INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-392

**RESOLUTION OF THE SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS
ESTABLISHING THE POSITION OF DIGITAL MARKETING DIRECTOR AND
APPOINTING LAUREN GUASTELLA AS DIRECTOR**

WHEREAS, communication between the Somerset County Board of Chosen Freeholders and the residents and businesses within the county and throughout the state is crucial to the operation of government, and

WHEREAS, Somerset County maintains a Public Information Office that is responsible for the daily communication with residents and businesses, and

WHEREAS, over the past decade the population's reliance on digital media has increased as a source of information and communication, and

WHEREAS, in order to continue to provide quality service and communication with the public, the Somerset County Board of Chosen Freeholders wish to establish a Director of Digital Marketing, and

WHEREAS, Lauren Guastella has demonstrated the essential qualifications and experience with social media, website design and digital marketing for the position of Digital Marketing Director.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset that Lauren Guastella is hereby appointed to the newly established position of Digital Marketing Director to serve under the guidance and direction of the County Administrator's Office.

THE MOTION WAS SECONDED BY MR. LEVINE.

There was discussion on the pros and cons of the appointment, after which Director Robinson acknowledged the resolution was moved and seconded and called for a vote.

THE MOTION, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

**YEAS: MARANO, SOOY, ROBINSON
NAYS: GALLAGHER, LEVINE
ABSENT: NONE**

MR. GALLAGHER INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-393

RESOLUTION AMENDING AND CANCELLING CERTIFICATION OF FUNDS FOR PREVIOUSLY AWARDED CONTRACTS

WHEREAS, N.J.S.A. 52:27-BB-10 authorizes the Local Finance Board to adopt rules for local financial administration; and

WHEREAS, N.J.S.A 40A:4-57 prohibits the expending of money or the entering into of any contract for any purpose for which no appropriation is provided or in excess of the amount appropriated for such purposes; and

WHEREAS, the Local Finance Board, on October 20, 1975 adopted a resolution providing for certification in writing to the governing body of the availability or lack thereof for adequate funds for each contract which is pending approval.

WHEREAS, Somerset County wishes to amend and cancel the balance on the following previously certified funds for certain contracts;

<u>Vendor</u>	<u>Contract #</u>	<u>Amount Cancelled</u>	<u>Resolution</u>	<u>Requisition #</u>	<u>Account</u>
Jewish Family Services	CY-COM-0009-18R	\$21,809.00	R19-321	196693	02-213-19-674-681-280
Jewish Family Services	CY-COM-0009-18R	\$2,230.00	R19-321	196693	01-203-27-012-681-280

NOW, THEREFORE, the undersigned Chief Financial Officer of Somerset County hereby certifies that he has carefully reviewed the availability of funds for:

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. GALLAGHER INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-394

**RESOLUTION APPOINTING
COUNTY COUNSEL**

WHEREAS, R.S. 40A:9-43 directs that in every County in New Jersey, the Board of Chosen Freeholders shall appoint a County Counsel for a term of office of three years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That Joseph DeMarco be and is hereby appointed County Counsel of and for the County of Somerset for a term of three years commencing April 26, 2020, the compensation therefore to be at a rate as per schedule on file with the Deputy Clerk of the Board.
2. That Marina Stinely and Gina Anton be and are hereby appointed Deputy County Counsel of and for the County of Somerset to serve under the control and direction of the County Counsel, such appointment to be for a term coincidental with that of the County Counsel.
3. The fees and costs paid to the County Counsel shall include all services of the Deputy County Counsel.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. GALLAGHER INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-395

**RESOLUTION APPOINTING
DEPUTY COUNTY COUNSEL**

WHEREAS, R.S. 40A:9-43 directs that in every County in New Jersey, the Board of Chosen Freeholders shall appoint a County Counsel and;

WHEREAS, the Board of Chosen Freeholders wish to appoint a Deputy Counsel for a term of one year to assist and support the needs of the County Counsel.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That Paul Swanicke, be and is hereby appointed Deputy County Counsel of and for the County of Somerset for a term of one year commencing April 27, 2020, the compensation therefore to be at a rate as per schedule on file with the Deputy Clerk of the Board.
2. The fees and costs paid to the Deputy County Counsel shall include all services of the members of the Deputy County Counsel's firm.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. GALLAGHER INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-396

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO
THE LAW OFFICE OF PAUL SWANICKE , PC
FOR PROFESSIONAL LEGAL SERVICES IN THE COUNTY OF SOMERSET
ON AN AS NEEDED BASIS
FOR YEAR 2020**

WHEREAS, the County of Somerset properly advertised seeking Requests for Proposals in accordance with N.J.S.A. 19:44A-20.4, et seq.; and

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Resolution, such certification on file in the Office of the Deputy Clerk of the Board, and such funds are provided for in the duly adopted budget of the County of Somerset, line item 01-201-20-010-121-940 (\$75,000.00);and

WHEREAS, there exists a need for Deputy County Counsel, as appointed in R17-309 in the County of Somerset on an as needed basis for Year 2020; and

WHEREAS, the Law Office of Paul Swankie, PC, 37 Mountain Boulevard Suite 1, Warren, NJ 07059 has been appointed to perform the aforesaid services; and

WHEREAS, the Law Office of Paul Swankie, PC, 37 Mountain Boulevard Suite 1, Warren, NJ 07059 is a Professional Services Firm affording professional legal services of the type and nature required to properly carry out the aforesaid and their particular abilities and capacities have been previously demonstrated in work in Somerset County and are recognized by the Office of the Administrator and by the Somerset County Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized to enter into a contract with the Law Office of Law Office of Paul Swankie, PC, 37 Mountain Boulevard Suite 1, Warren, NJ 07059 to perform the aforesaid professional services and to be compensated in accordance with the fee schedule on file with the Deputy Clerk of the Board. Total amount of this contract covering all fees, costs and disbursements not to exceed \$75,000.00 to be approved as to form and content by County Counsel.
2. That the engagement of the above named have been in conformance with a Fair and Open Process for Exempt Service exception, Local Public Contracts Law, N.J.S.A. 40A:11-5 (1) (a) (i) Professional Services.
3. A notice of this award shall be published in the Courier News as required by law within twenty (20) days of its passage.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

MR. GALLAGHER INTRODUCED THE FOLLOWING RESOLUTION AND MOVED ITS ADOPTION:

R20-397

AUTHORIZING QUALIFIED FIRMS FOR PROFESSIONAL LEGAL AND TITLE
INSURANCE AGENCIES SERVICES

WHEREAS, the County of Somerset properly advertised seeking Requests for Proposals to furnish professional services for Professional Legal and Title Agencies Services, Contract in accordance with N.J.S.A. 19:44A-20.4 et seq; and,

WHEREAS, the “Availability of Funds Certificate” is to be executed by the Chief Financial Officer at the time a service Resolution and/or Purchase Order is placed; in accordance with the fee schedule on file in the Purchasing Division; and,

WHEREAS, the County of Somerset Purchasing Division did advertise for said services on the County Website, www.co.somerset.nj.us on January 17, 2020; and

WHEREAS eleven (11) sealed proposals were received and read on February 12, 2020 at 4:00 PM for Professional Legal and Title Agencies Services in accordance with N.J.S.A. 19:44A-20.4, et seq.; and

WHEREAS, the following were determined to be responsive to the Request for Proposals: Eric M. Bernstein & Associates, LLC 34 Mountain Blvd., Bldg A, PO Box 4922 Warren, NJ 07059, Genova Burns LLC 494 Broad Street Newark, NJ 07102, Jardim, Meisner & Susser, P.C. 30B Vreeland Road, Suite 100 Florham Park, NJ 07932, Law Office of Paul Swanicke 37 Mountain Boulevard, Suite 1 Warren, NJ 07059, Shain Schaffer PC 150 Morristown Road, Suite 105 Bernardville, NJ 07924, and Singer & Fedun, LLC 2230 Route 206, P.O. Box 134 Belle Mead, NJ 08502 have submitted a proposal to perform the aforesaid services and the Director of Fiscal Operations has determined they are qualified to provide the services of the type and nature to carry out the aforesaid services.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized qualify the six firms to perform the aforesaid services in accordance with the fee schedules pursuant to the contracts to be filed with the Purchasing Division and approved to form and content by County Counsel
2. The contract term shall be May 1, 2020 to December 31, 2020.
3. That the engagement of the above named have been in conformance with a Fair and Open Process for Exempt Service exception, Local Public Contracts Law N.J.S.A. 40A:11-5 (1) (a) (i) Professional Services.
4. A notice of this award shall be published in the Courier News as required by law within twenty (20) days of its passage.

**THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON
ROLL CALL ADOPTED BY THE FOLLOWING VOTE:**

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

**MR. GALLAGHER INTRODUCED THE FOLLOWING RESOLUTION AND MOVED
ITS ADOPTION:**

CONTRACT # CY-XS-0025-20

WHEREAS, the County of Somerset properly advertised seeking Requests for Proposals to furnish professional services for Professional Legal Consultation and Land Title Matters, Contract in accordance with N.J.S.A. 19:44A-20.4 et seq; and

WHEREAS, the "Availability of Funds Certificate" is to be executed by the Chief Financial Officer at the time a service Resolution and/or Purchase Order is placed; in accordance with the fee schedule on file in the Purchasing Division; and

WHEREAS, the County of Somerset Purchasing Division did advertise for said services on the County Website, www.co.somerset.nj.us on March 26, 2020; and

WHEREAS, seven (7) sealed proposals were received and read on April 8, 2020 at 2:00 PM for Professional Legal and Title Agencies Services in accordance with N.J.S.A. 19:44A-20.4, et seq.; and

WHEREAS, the following were determined to be responsive to the Request for Proposals: Savo Schalk Law Offices 56 E. Main St., Ste. 301 Somerville, NJ 08876, Eric M. Bernstein & Associates, LLC 34 Mountain Blvd., Bldg A, PO Box 4922 Warren, NJ 07059, Shain Schaffer PC 150 Morristown Road, Suite 105 Bernardsville, NJ 07924 (Land Title Matters only), Law Office of William T. Cooper, PC 25 West High Street Somerville, NJ 088, Wilentz Goldman & Spitzer 90 Woodbridge Center Drive PO Box 10, Suite 900 Woodbridge, NJ 07095, Rainone, Coughlin & Minchello 555 US Highway One South Suite 440 Islen, NJ 08830 and MARC Attorneys at Law 210 Park Avenue Florham Park, NJ 07932 have submitted a proposal to perform the aforesaid services and the Director of Fiscal Operations has determined they are qualified to provide the services of the type and nature to carry out the aforesaid services.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Somerset as follows:

1. That the Director and Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset are hereby authorized qualify the six firms to perform the aforesaid services in accordance with the fee schedules pursuant to the contracts to be filed with the Purchasing Division and approved to form and content by County Counsel
2. The contract term shall be May 1, 2020 to December 31, 2020.
3. That the engagement of the above named have been in conformance with a Fair and Open Process for Exempt Service exception, Local Public Contracts Law N.J.S.A. 40A:11-5 (1) (a) (i) Professional Services.
4. A notice of this award shall be published in the Courier News as required by law within twenty (20) days of its passage.

THE MOTION, DULY SECONDED BY MR. LEVINE, WAS ON ROLL CALL ADOPTED BY THE FOLLOWING VOTE:

YEAS: MARANO, GALLAGHER, LEVINE, SOOY, ROBINSON
NAYS: NONE
ABSENT: NONE

There being no further business, upon motion made and duly seconded the meeting was adjourned.

Kathryn Quick
Deputy Clerk of the Board

CLAIMS - CHECKING ACCOUNT

DATE	CHECK #	VENDOR NAME	AMOUNT
3/27/2020	345552	6093 AARON & COMPANY	138.66
3/27/2020	345553	23127 ALLIANCE COMMERCIAL PEST	155.00
3/27/2020	345554	22261 ALYSSA ALESSANDRA	82.53
3/27/2020	345555	12278 AMERICAN INSTITUTE OF MEDICAL	2,000.00
3/27/2020	345556	23212 ANDREW LOBBY	400.00
3/27/2020	345557	286 APPROVED FIRE PROTECTION, INC.	470.60
3/27/2020	345558	36462 ATD Highway Products, LLC	773.00
3/27/2020	345559	23208 ATLANTIC SWITCH AND GENERATOR, LLC	654.19
3/27/2020	345560	10516 AVTECH INSTITUTE OF TECHNOLOGY	8,800.00
3/27/2020	345561	11703 Batco Enterprises, Inc	39,589.56
3/27/2020	345562	11689 BERNARDS TOWNSHIP PUBLIC WORKS	136.77
3/27/2020	345563	21345 BIO-REFERENCE LABORATORIES, INC.	747.67
3/27/2020	345564	8428 BRANCHBURG HISTORICAL SOCIETY	16,801.96
3/27/2020	345565	22378 BRIAN LEVINE	699.00
3/27/2020	345566	740 BRIDGEWATER RESOURCES, INC.	491.23
3/27/2020	345567	18114 BTII INSTITUTE, LLC	2,000.00
3/27/2020	345568	18114 BTII INSTITUTE, LLC	2,000.00
3/27/2020	345569	10333 CABLEVISION	296.63
3/27/2020	345570	10333 CABLEVISION	127.90
3/27/2020	345571	36385 CLEARY GIACOBBE ALFIERI JACOBS, LLC	4,042.50
3/27/2020	345572	11578 COMMUNITY CENTER	480.00
3/27/2020	345573	22306 CONTINENTAL TRADING AND	396.00
3/27/2020	345574	15062 CROWN CASTLE MUT, LLC.	5,007.86
3/27/2020	345575	36017 DANILDA BUENO	100.00
3/27/2020	345576	15237 DEER CARCASS REMOVAL SERVICE	1,606.50
3/27/2020	345577	2067 DEWBERRY ENGINEERS, INC.	8,652.94
3/27/2020	345578	10392 DITSCHMAN/FLEMINGTON FORD	3,380.13
3/27/2020	345579	20937 DOT DESIGNING	1,008.00
3/27/2020	345580	1617 EMSL ANALYTICAL, INC.	1,087.80
3/27/2020	345581	19209 EPLUS	235.00
3/27/2020	345582	1611 EPLUS TECHNOLOGY	

			71.23
3/27/2020	345583	6099 ESRI - ENVIRONMENTAL SYSTEMS	4,233.53
3/27/2020	345584	36084 Fabiola Jelenkovic	100.00
3/27/2020	345585	36024 Fantasy Ko	105.00
3/27/2020	345586	36024 Fantasy Ko	35.00
3/27/2020	345587	9050 FLEMINGTON DEPARTMENT STORE	1,707.50
3/27/2020	345588	282 FRANK APISA	39.99
3/27/2020	345589	1949 FYR-FYTER SALES & SERVICE, INC	2,810.79
3/27/2020	345590	2139 GRAINGER	104.75
3/27/2020	345591	2140 GRAINGER	172.47
3/27/2020	345592	23021 HAHR CONSTRUCTION	4,503.00
3/27/2020	345593	22555 HERITAGE STRATEGIES, LLC	15,699.31
3/27/2020	345594	2368 HONEYWELL, INC.	15,500.00
3/27/2020	345595	11023 HUNTERDON COUNTY DEPARTMENT OF	570.00
3/27/2020	345596	11092 HUNTERDON COUNTY ESC	11,000.00
3/27/2020	345597	36547 Ida Ochoteco	30.00
3/27/2020	345598	17539 IDEAL DRIVING SCHOOL, INC.	3,600.00
3/27/2020	345599	22863 INDUSTRIAL COOLING, CORP.	5,652.00
3/27/2020	345600	12072 J.M. SORGE, INC.	6,774.50
3/27/2020	345601	21793 KAREN HAAKE	310.00
3/27/2020	345602	36502 Kim Williams	155.98
3/27/2020	345603	1216 LAW OFFICE OF WILLIAM T. COOPER, PC	4,901.50
3/27/2020	345604	2932 LAWMEN SUPPLY CO. OF NJ	133.13
3/27/2020	345605	23125 LBB SERVICES LLC	34.95
3/27/2020	345606	22783 LIIT CO.	2,000.00
3/27/2020	345607	22174 LISA R. LEONARD	270.00
3/27/2020	345608	18956 MARY ELIZABETH MITCHELL	500.00
3/27/2020	345609	36232 Matthew R. Manthey	75.00
3/27/2020	345610	3425 MIDDLE EARTH	23,834.65
3/27/2020	345611	MIDDLESEX COUNTY COLLEGE (NON-CREDI	4,000.00
3/27/2020	345612	10609 MIDDLESEX COUNTY VO-TECH	1,340.00
3/27/2020	345613	3434 MIVILA FOODS	21,237.49
3/27/2020	345614	3500 MONTGOMERY TWP POLICE DEPT	1,258.64

3/27/2020	345615	11113 NAIK CONSULTING GROUP, LLC	1,218.94
3/27/2020	345616	36491 Nancy Gale	40.00
3/27/2020	345617	10382 NETTA ARCHITECTS, LLC	35.07
3/27/2020	345618	8406 New Jersey Environmental Health Asso	1,140.00
3/27/2020	345619	23200 Nicole Katula	125.34
3/27/2020	345620	11434 NJ COUNTY JAIL WARDEN'S ASSOC.	650.00
3/27/2020	345621	4096 PAPER MART INC.	3,262.00
3/27/2020	345622	4123 PATERSON PAPERS	1,407.55
3/27/2020	345623	35867 Paul Kaminsky	190.00
3/27/2020	345624	21383 PERSELAY ASSOCIATES INC	4,000.00
3/27/2020	345625	4250 POSTMASTER OF SOMERVILLE	725.00
3/27/2020	345626	36543 Pro-Stat Inc	7,644.00
3/27/2020	345627	4413 PWANJ, REGION III	30.00
3/27/2020	345628	14599 RICOH AMERICAS CORP.	314.83
3/27/2020	345629	10441 RICOH USA, INC.	786.36
3/27/2020	345630	903 RUTGERS UNIVERSITY	475.00
3/27/2020	345631	18003 RUTGERS UNIVERSITY - CENTER	16,374.10
3/27/2020	345632	22568 RUTGERS, SCHOOL OF HEALTH PROFESSIO	41,200.00
3/27/2020	345633	17487 SHI INTERNATIONAL CORP.	30.00
3/27/2020	345634	10646 SMITH & SOLOMON DRIVER TRAINING	2,000.00
3/27/2020	345635	10646 SMITH & SOLOMON DRIVER TRAINING	2,000.00
3/27/2020	345636	5126 SOCIETY HILL @ BERNARDS II	240.00
3/27/2020	345637	5072 SOM CTY PARK COMMISSION	750.00
3/27/2020	345638	4792 SOMERSET COUNTY BOARD OF	11,563.00
3/27/2020	345639	4792 SOMERSET COUNTY BOARD OF	12,328.00
3/27/2020	345640	4812 SOMERSET COUNTY TREASURER	100,000.00
3/27/2020	345641	604 STERICYCLE, INC.	116.10
3/27/2020	345642	15308 STONEBRIDGE AT MONTGOMERY	120.00
3/27/2020	345643	22402 STRUNK ALBERT ENGINEERING	815.00
3/27/2020	345644	7155 T & M ASSOCIATES	5,724.36
3/27/2020	345645	7226 T&M ASSOCIATES	4,083.24
3/27/2020	345646	18979 TD Wealth Operations	375.00

3/27/2020	345647	5854 THOMSON REUTERS - WEST	423.74
3/27/2020	345648	8898 TOSHIBA BUSINESS SOLUTIONS USA	325.00
3/27/2020	345649	5497 TRAP ROCK INDUSTRIES, LLC	7,193.25
3/27/2020	345650	5636 UNITED PARCEL SERVICE	20.57
3/27/2020	345651	17796 UPS GROUND FREIGHT	10.58
3/27/2020	345652	9076 USA ARCHITECTS, PLANNERS, AND	769.74
3/27/2020	345653	5703 VAN CLEEF ENGINEERING	15,066.75
3/27/2020	345654	36424 Verizon	4,131.21
3/27/2020	345655	3793 VERIZON	136.99
3/27/2020	345656	3793 VERIZON	220.50
3/27/2020	345657	17508 VERIZON BUSINESS	828.41
3/27/2020	345658	16311 W.B. MASON CO., INC.	2,665.89
3/27/2020	345659	21609 W.B. MASON CO., INC.	0.69
3/27/2020	345660	19225 WEBER'S HOOD CLEANING	750.00
3/27/2020	345661	11060 WHITSONS	70,959.51
3/27/2020	345662	19154 WINDSTREAM CORPORATION	24,473.67
3/27/2020	345663	36142 YUQING XIE	225.00
3/27/2020	345673	18603 CENTRAL JERSEY HOUSING	14,700.00
3/27/2020	345674	3425 MIDDLE EARTH	2,775.00
3/27/2020	345675	2556 INTERFAITH HOSPITALITY NETWORK	420.00
4/3/2020	345677	23179 AAA Quality Maintenance Corp	8,400.00
4/3/2020	345678	20049 ACCUWRITE FORMS & SYSTEMS, INC.	526.22
4/3/2020	345679	8749 ALVARO ORREGO	99.90
4/3/2020	345680	9035 AMAZON CREDIT PLAN	70.27
4/3/2020	345681	15216 ARAMSCO, INC.	3,704.36
4/3/2020	345682	36450 ARTCRAFT PROMOTIONAL CONCEPTS	1,853.63
4/3/2020	345683	8066 ASL INTERPRETER REFERRAL SERVICE, I	767.53
4/3/2020	345684	263 ASSOCIATION OF NEW JERSEY	155.00
4/3/2020	345685	385 AT & T	25.11
4/3/2020	345686	20301 AT & T MOBILITY	66.80
4/3/2020	345687	6493 B & H FOTO & ELECTRONICS CORP	60.76
4/3/2020	345688	36515 Barbara Lanyi	40.00
4/3/2020	345689	35582 Bayshore Recycling Corporation	

			87,914.62
4/3/2020	345690	749 BRIDGEWATER TOWNSHIP	299.00
4/3/2020	345691	3303 BRIDGEWATER'S PITSTOP N WASH	45.00
4/3/2020	345692	18014 BRITTON INDUSTRIES	535.00
4/3/2020	345693	10333 CABLEVISION	135.39
4/3/2020	345694	36524 Carolyn Buckelew	40.00
4/3/2020	345695	36508 Christine Szczepanski	50.00
4/3/2020	345696	11550 CLIFFSIDE BODY CORPORATION	4,054.50
4/3/2020	345697	17365 COLGATE PAPER STOCK CO., INC.	3,800.01
4/3/2020	345698	924 COMMUNITY HOME CARE	1,161.75
4/3/2020	345699	18496 DISCOVERY BENEFITS	832.50
4/3/2020	345700	1459 DORELL LOCKSMITHS, INC.	358.58
4/3/2020	345701	19517 DSI MEDICAL SERVICES, INC.	551.00
4/3/2020	345702	12383 EAST COAST MEDIA, LLC	112.00
4/3/2020	345703	36344 Eeva-Lisa Sexton	87.50
4/3/2020	345704	36413 Ellen Bottita	50.00
4/3/2020	345705	19209 EPLUS	222.50
4/3/2020	345706	36511 Fred Rabey	40.00
4/3/2020	345707	1882 FRENCH & PARRELLO ASSOCIATES	10,639.20
4/3/2020	345708	1984 GARDEN STATE HIGHWAY PRODUCTS, INC.	4,896.96
4/3/2020	345709	6288 GLEN JERZAK	329.68
4/3/2020	345710	2139 GRAINGER	465.03
4/3/2020	345711	2161 GRAINGER	1,644.75
4/3/2020	345712	10679 HERC RENTALS, INC.	21,966.48
4/3/2020	345713	36518 Ingrid Preiss	50.00
4/3/2020	345714	22172 JANET M. OUSSATY	450.00
4/3/2020	345715	35883 Joan Rojek	10.00
4/3/2020	345716	36522 Joanna Rossi	40.00
4/3/2020	345717	36534 Johanna Martielli	10.00
4/3/2020	345718	1666 JOHN ESPOSITO	42.00
4/3/2020	345719	36484 Karen Hagerman	90.00
4/3/2020	345720	36248 Kathleen Ferrullo	50.00
4/3/2020	345721	17376 KONICA MINOLTA BUSINESS	

			271.55
4/3/2020	345722	2931 LAWSON PRODUCTS, INC.	1,830.91
4/3/2020	345723	22685 LORRAINE GRAZIANO	50.00
4/3/2020	345724	36033 M & E MANAGEMENT, LLC	875.00
4/3/2020	345725	18593 MCGRATH MUNICIPAL EQUIPMENT	5,572.50
4/3/2020	345726	36519 Melissa Brennan	40.00
4/3/2020	345727	36483 Michael Purzycki	40.00
4/3/2020	345728	3425 MIDDLE EARTH	13,661.25
4/3/2020	345729	8793 MRA INTERNATIONAL, INC.	4,900.00
4/3/2020	345730	36378 MTM METRO CORPORATION	111,720.00
4/3/2020	345731	36473 National Organization for Victim Ass	3,000.00
4/3/2020	345732	3854 NJ4A C/O MERCER COUNTY OFFICE	1,200.00
4/3/2020	345733	7778 NJCH HORIZONS SPEAKERS BUREAU	50.00
4/3/2020	345734	231200 OCCUPATIONAL HEALTH CENTERS OF NJ, P	1,080.00
4/3/2020	345735	36499 Paks Renovations Corp.	9,624.00
4/3/2020	345736	4123 PATERSON PAPERS	966.00
4/3/2020	345737	36514 Patricia Hendricks	40.00
4/3/2020	345738	23211 PENN MEDICINE CORP PAY	1,993.00
4/3/2020	345739	1505145 16 Personnel Data Systems, Inc. (PDS)	1,732.50
4/3/2020	345740	23018 PREMIER SAFETY	450.61
4/3/2020	345741	21589 PURCELL, MULCAHY, HAWKINS,	1,007.70
4/3/2020	345742	4413 PWANJ, REGION III	100.00
4/3/2020	345743	4797 RARITAN VALLEY	220,359.03
4/3/2020	345744	36139 Rashida Boima	371.59
4/3/2020	345745	14599 RICOH AMERICAS CORP.	325.46
4/3/2020	345746	36493 Robie Bobrowski	212.99
4/3/2020	345747	4693 RUTGERS, THE STATE UNIVERSITY	404.00
4/3/2020	345748	5183 S&S WORLDWIDE	65.98
4/3/2020	345749	3566 SAVO, SCHALK, GILLESPIE, O'GRODNICK	11,815.25
4/3/2020	345750	9675 SHRED-IT USA	421.32
4/3/2020	345751	5095 SOM CTY 4-H ASSOCIATION	5,594.58
4/3/2020	345752	4830 SOM CTY VOCATIONAL & TECHNICAL	1,038,756.00
4/3/2020	345753	4812 SOMERSET COUNTY TREASURER	29,233.46

4/3/2020	345754	8594	SOMERSET VALLEY PLAYERS	1,164.00
4/3/2020	345755	20715	SPECIALTY GRAPHICS	69.00
4/3/2020	345756	36284	STAUFFER GLOVE & SAFETY	1,170.72
4/3/2020	345757	9181	STORMWATER MANAGEMENT CONSULTING LLC	4,256.10
4/3/2020	345758	7155	T & M ASSOCIATES	564.90
4/3/2020	345759	22814	TASK FORCE TIPS, INC.	1,778.60
4/3/2020	345760	36495	Terra Nova Films, Inc.	204.95
4/3/2020	345761	19684	TERRENO MIDDLEBROOK, LLC	7,838.04
4/3/2020	345762	10396	THE GLOVE AND SAFETY PEOPLE	736.20
4/3/2020	345763	36459	TITANUS TECHNOLOGIES LLC	5,034.00
4/3/2020	345764	5497	TRAP ROCK INDUSTRIES, LLC	1,678.75
4/3/2020	345765	9329	TRI-STATE / PERFECTION KNIFE	40.00
4/3/2020	345766	5636	UNITED PARCEL SERVICE	37.62
4/3/2020	345767	5703	VAN CLEEF ENGINEERING	14,422.16
4/3/2020	345768	3793	VERIZON	1,919.49
4/3/2020	345769	3793	VERIZON	598.20
4/3/2020	345770	3793	VERIZON	888.82
4/3/2020	345771	3793	VERIZON	45.61
4/3/2020	345772	36424	Verizon	8,237.24
4/3/2020	345773	3793	VERIZON	197.19
4/3/2020	345774	3793	VERIZON	648.28
4/3/2020	345775	8524	VERIZON WIRELESS	16,131.81
4/3/2020	345776	9820	VERIZON WIRELESS	1,846.72
4/3/2020	345777	4704	VINCENZO RUSSO	79.92
4/3/2020	345778	16311	W.B. MASON CO., INC.	4,146.92
4/3/2020	345779	16311	W.B. MASON CO., INC.	2,383.35
4/3/2020	345780	16311	W.B. MASON CO., INC.	2,275.79
4/3/2020	345781	16311	W.B. MASON CO., INC.	1,078.48
4/3/2020	345782	21609	W.B. MASON CO., INC.	117.09
4/3/2020	345783	5879	WELDON ASPHALT CORP	173.59
4/3/2020	345784	6019	XEROX CORPORATION	159.23
4/9/2020	345785	16420	A B GRAPHIC SERVICES, INC.	233.52

4/9/2020	345786	16420	A B GRAPHIC SERVICES, INC.	602.87
4/9/2020	345787	23179	AAA Quality Maintenance Corp	2,369.00
4/9/2020	345788	22551	ACB Service, Inc	74,046.90
4/9/2020	345789	19239	ADI GLOBAL DISTRIBUTION	209.96
4/9/2020	345790	6064	ANDREW ZANGARA	180.00
4/9/2020	345791	36341	ANDY FANFAN	240.32
4/9/2020	345792	19116	ANGIE DAILEY	900.00
4/9/2020	345793	15658	Atlantic Tactical of New Jersey, In	108.73
4/9/2020	345794	408	AUTOMATIC COMMUNICATIONS	172.83
4/9/2020	345795	20451	AVIDXCHANGE, INC.	1,555.32
4/9/2020	345796	36512	Barbara Heim	90.00
4/9/2020	345797	36067	BCI Truck Inc	1,913.09
4/9/2020	345798	19195	BEYER FORD	137,385.30
4/9/2020	345799	4448	BOROUGH OF RARITAN	664.91
4/9/2020	345800	36549	Brenda Parkinson	55.00
4/9/2020	345801	740	BRIDGEWATER RESOURCES, INC.	1,690.36
4/9/2020	345802	18014	BRITTON INDUSTRIES	675.00
4/9/2020	345803	23045	CARDINAL FOODS, LLC	3,430.36
4/9/2020	345804	36509	Catherine Murphy	40.00
4/9/2020	345805	11222	CHRISTOPHER ROKICKI	671.76
4/9/2020	345806	20181	COMCAST	582.75
4/9/2020	345807	6827	COMCAST	286.85
4/9/2020	345808	16906	CRAFTMASTER HARDWARE CO., INC.	300.00
4/9/2020	345809	7453	DAVE M. ROBERTSON	250.00
4/9/2020	345810	18368	DIRECT FLOORING	22,611.28
4/9/2020	345811	21162	DOCUSAFE DATA & RECORDS MANAGEMENT	3,367.32
4/9/2020	345812	36550	Elissa Madson	55.00
4/9/2020	345813	19209	EPLUS	222.50
4/9/2020	345814	1611	EPLUS TECHNOLOGY	3,763.55
4/9/2020	345815	23141	ESKER, INC.	280.76
4/9/2020	345816	9050	FLEMINGTON DEPARTMENT STORE	449.15
4/9/2020	345817	16831	FRANK GARGIULO & SON, INC.	4,196.45
4/9/2020	345818	2130	FRANKLIN-GRIFFITH, LLC	

			3,254.02
4/9/2020	345819	21852 FREEDOM YOGA STUDIO	1,650.00
4/9/2020	345820	1882 FRENCH & PARRELLO ASSOCIATES	2,267.50
4/9/2020	345821	1956 GANN LAW BOOKS	4,360.50
4/9/2020	345822	10042 GEN-EL INDUSTRIES, INC.	46,496.26
4/9/2020	345823	36541 Gobinder Kaur	20.00
4/9/2020	345824	2140 GRAINGER	1,487.71
4/9/2020	345825	36078 Himanshi Bhatt	226.88
4/9/2020	345826	22438 HOME DEPOT	77.08
4/9/2020	345827	8613 HUNTERDON COUNTY POLYTECH	19,119.47
4/9/2020	345828	18440 IH ENGINEERS, P.C.	13,764.29
4/9/2020	345829	2558 INTERBORO PACKAGING CORP.	30,345.00
4/9/2020	345830	3223 JANDY MAURICE	59.76
4/9/2020	345831	10917 JEWISH FAMILY SERVICES	8,580.00
4/9/2020	345832	36520 Joanne Rowland	40.00
4/9/2020	345833	18777 JONATHAN CHARZEWSKI	250.00
4/9/2020	345834	36484 Karen Hagerman	10.00
4/9/2020	345835	35884 Kathleen Guzek	10.00
4/9/2020	345836	2766 KELLER & KIRKPATRICK	6,144.04
4/9/2020	345837	36226 KEN WARMAN, JR.	100.00
4/9/2020	345838	22836 LAW OFFICE OF WILLIAM T. COOPER, PC	10,000.00
4/9/2020	345839	2932 LAWMEN SUPPLY CO. OF NJ	32,493.90
4/9/2020	345840	2931 LAWSON PRODUCTS, INC.	31.15
4/9/2020	345841	36553 Linda Detwiler	55.00
4/9/2020	345842	36507 Linda Limone	50.00
4/9/2020	345843	36531 Linda Mattia	10.00
4/9/2020	345844	36523 Mary Bergen	40.00
4/9/2020	345845	8118 METUCHEN CENTER, INC.	874.75
4/9/2020	345846	3425 MIDDLE EARTH	25,935.00
4/9/2020	345847	3430 MIKE'S TOWING & RECOVERY	183.01
4/9/2020	345848	3434 MIVILA FOODS	11,982.43
4/9/2020	345849	3434 MIVILA FOODS	15,556.54
4/9/2020	345850	495 MOTT MACDONALD, INC.	

			14,834.68
4/9/2020	345851	8793 MRA INTERNATIONAL, INC.	280.00
4/9/2020	345852	36466 National Coalition Against Domestic	839.00
4/9/2020	345853	21642 NATIONAL FUEL OIL, INC.	34,229.43
4/9/2020	345854	3769 NJ C.O.S.T.	150.00
4/9/2020	345855	19460 OFFICE CONCEPTS GROUP	583.92
4/9/2020	345856	4038 ONE CALL CONCEPTS, INC.	266.56
4/9/2020	345857	21877 OXFORD TITLE SERVICES, INC.	75.00
4/9/2020	345858	4096 PAPER MART INC.	3,265.13
4/9/2020	345859	4123 PATERSON PAPERS	220.80
4/9/2020	345860	18002 PATRICIA ELLIOT	236.09
4/9/2020	345861	36555 Patricia Wilde	55.00
4/9/2020	345862	4258 POST HARDWARE	107.64
4/9/2020	345863	20457 QUALIFACTS	7,463.74
4/9/2020	345864	4797 RARITAN VALLEY	827,544.00
4/9/2020	345865	10441 RICOH USA, INC.	2,325.96
4/9/2020	345866	18937 RIGGINS, INC.	41,305.28
4/9/2020	345867	18853 ROBERT HILL	147.20
4/9/2020	345868	4736 SAMARITAN HOMELESS INTERIM	7,287.00
4/9/2020	345869	20617 SATCOM GLOBAL, INC.	55.05
4/9/2020	345870	3566 SAVO, SCHALK, GILLESPIE, O'GRODNICK	6,401.00
4/9/2020	345871	17487 SHI INTERNATIONAL CORP.	102,702.36
4/9/2020	345872	9898 SMITH & WARREN/EVERSON ROSS	407.00
4/9/2020	345873	16619 SOMERSET HILLS TOWING	198.00
4/9/2020	345874	5143 SOMERSET SYRUP & CONCESSION	174.00
4/9/2020	345875	6360 SOMERVILLE BORO TAX COLLECTOR	3,708.61
4/9/2020	345876	10777 SOMERVILLE BUSINESS PARK, LLC	52,870.03
4/9/2020	345877	20715 SPECIALTY GRAPHICS	1,071.11
4/9/2020	345878	5225 STATE OF NEW JERSEY	16,474.09
4/9/2020	345879	20962 STAVOLA ASPHALT COMPANY, INC.	512.55
4/9/2020	345880	21830 STEVE'S TIRE SERVICES BY RICTEZ LLC	63.75
4/9/2020	345881	9181 STORMWATER MANAGEMENT CONSULTING LLC	21,067.65
4/9/2020	345882	36487 The Artcraft Group	388.90

4/9/2020	345883	5636 UNITED PARCEL SERVICE	33.13
4/9/2020	345884	9076 USA ARCHITECTS, PLANNERS, AND	13,664.00
4/9/2020	345885	5731 V.E. RALPH & SON, INC	83.84
4/9/2020	345886	36537 Valerie Fryar	10.00
4/9/2020	345887	3793 VERIZON	86.98
4/9/2020	345888	3793 VERIZON	888.82
4/9/2020	345889	3793 VERIZON	9,803.88
4/9/2020	345890	5067 Visions and Pathways	16,900.00
4/9/2020	345891	16311 W.B. MASON CO., INC.	2,401.54
4/9/2020	345892	36237 William Seiple	968.11
4/9/2020	345893	6019 XEROX CORPORATION	167.23

Total Claims \$ 3,996,804.90