



**CITY OF ABSECON**  
**Municipal Complex**  
**500 Mill Road**  
**Absecon, New Jersey 08201**

**Carie A. Crone, RMC**  
**Municipal Clerk**

**Phone (609) 641-0663 x101**  
**Fax (609) 645-5098**

**CITY COUNCIL**

**March 19<sup>th</sup>, 2015**

**REGULAR MEETING - 7:00 PM**

**AGENDA**

**FLAG SALUTE**

**INVOCATION – Pastor Heather Stenberg-Sugden**  
**Reformation Lutheran Church, Absecon**

**ROLL CALL**

**PRESIDENT’S STATEMENT ON THE SUNSHINE LAW**

**NOTIFICATION THAT THIS MEETING IS ELECTRONICALLY RECORDED**

**PRESENTATION – Swearing in of Police Officers**

**REPORTS** Council Committees  
Mayor  
Administrator  
Chief Financial Officer  
Clerk

**PUBLIC PORTION**

## **REGULAR MEETING AGENDA**

### **2015 ORDINANCES FOR INTRODUCTION**

- 04** An Ordinance establishing salary ranges – adding title Class II Officers.

### **CONSENT AGENDA**

- 59** Granting a Raffle License to Atlantic Lodge #221 F & A.M.
- 60** Authorizing the sale of personal property not needed for public use under N.J.S.A. 40A: 11-36.
- 61** Authorizing the need to advertise for a Part-Time Plumbing and Fire Sub-Code Official with an HHS license.
- 62** Appointing two Part-Time Special Law Enforcement Officers, Class II.
- 63** Waiving any Construction Office fees associated with the construction of the Absecon 911 Memorial.
- 64** Authorizing the Mayor to sign a Use and Occupancy Agreement between the City of Absecon and the State of New Jersey, Office of Homeland Security and Preparedness.

### **APPROVAL OF BILL LIST - \$ 1,980,859.96**

### **APPROVAL OF MINUTES**

Regular Meeting Minutes – 3/12/2015

### **PUBLIC PORTION**

### **ADJOURNMENT**

**CITY OF ABSECON**

**ORDINANCE 04-2015**

**AN ORDINANCE ESTABLISHING SALARY RANGES  
FOR THE CITY OF ABSECON**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ABSECON CITY, NEW JERSEY** that this ordinance hereby adds a job title to ordinance 14 of 2014. This ordinance reads as follows:

Part Time Special, Class II Patrolman                      \$15.00    to    \$18.00 Per Hour

**BE IT FURTHER ORDAINED** that:

1. This Ordinance shall take effect upon final passage, approval and publication as provided by law.
2. Any Ordinances or parts thereof inconsistent herewith are hereby repealed.

**DATED:**

**SIGNED:** \_\_\_\_\_  
**John Armstrong, Mayor**

**ATTEST:** \_\_\_\_\_  
**Carie A. Crone, RMC, Municipal Clerk**

**CITY OF ABSECON**

**RESOLUTION 59-2015**

**A RESOLUTION GRANTING A RAFFLE LICENSE TO  
THE ATLANTIC LODGE #221 F & A.M.**

**WHEREAS**, The Atlantic Lodge #221, F & A.M. has applied for a license to conduct a raffle at 633 Bayview Drive in Absecon, New Jersey on Monday, May 4<sup>th</sup>, 2015.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ABSECON,**  
that

1. The following facts are hereby found and determined:

- (a) The Applicant is qualified.
- (b) The members designated to conduct the raffle are bona-fide active members.
- (c) The members designated to conduct the raffle are of good moral character and have never been convicted of a crime.
- (d) The Raffle will be conducted according the Raffles Licensing Law and the Rules of the Legalized Games of Chance Control Commission.
- (e) The proceeds are to be disposed of for a purpose permitted by the Raffles Licensing Law.
- (f) There is satisfactory proof that no payment will be made for conducting the Raffle or assisting therein except to the extent allowed by the law.
- (g) There is satisfactory proof that the award is of the nature and amount allowed by the Raffles Licensing Law.
- (h) The rental to be paid for equipment, if applicable, does conform to the schedule of authorized rental prescribed by the Rules of the Control Commission.
- (l) The license is granted.

2. The City Clerk is hereby authorized and directed to execute and deliver the proper certificates of the aforesaid Findings and Determinations in the Form prescribed and specified by the Legalized Games of Chance Control Commission.

**Dated: March 19, 2015**

**This is to certify that this is a true  
Copy of a Resolution adopted by the  
Council of the City of Absecon at a  
Regular meeting held March 19, 2015.**

**ATTEST:** \_\_\_\_\_  
**Carie A. Crone, RMC, Municipal Clerk**

**CITY OF ABSECON**

**RESOLUTION 60-2015**

**A RESOLUTION AUTHORIZING THE SALE OF PERSONAL PROPERTY  
NOT NEEDED FOR PUBLIC USE UNDER N.J.S.A. 40A: 11-36**

**WHEREAS**, the Council of the City of Absecon has deemed certain property as no longer being needed for public use or they are vehicles abandoned or failure of the owners to reclaim; and

**WHEREAS**, the Council of the City of Absecon are desirous of selling said surplus and abandoned property in an "as is" condition without express or implied warranties.

1994 Chevy Kodiak Dump Truck

Vin# 1GBL7H1JXRJ100438

Various electronic equipment, office equipment, bicycles, and various Public Works equipment.

- (1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-70967/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the City Clerk of the City of Absecon at 500 Mill Rd, Absecon, NJ 08201 during the hours of 8:30am to 4:30pm Monday through Friday. The sale will be conducted online and the address of the auction site I GovDeals.com.
- (2) The sale is being conducted pursuant to Local Finance Notice 2008-9.

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City of Absecon, that the City authorizes sale of said property in accordance with N.J.S.A. 40A: 11-36.

**BE IT FURTHER RESOLVED**, all municipal employees are prohibited from purchasing items set forth above.

**Dated: March 19, 2015**

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Copy of a Resolution adopted by the  
Council of the City of Absecon at a  
Regular meeting held March 19, 2015.**

**ATTEST:** \_\_\_\_\_  
**Carie A. Crone, RMC, Municipal Clerk**

**CITY OF ABSECON**

**RESOLUTION 61-2015**

**A RESOLUTION AUTHORIZING THE NEED TO ADVERTISE FOR  
A PART-TIME PLUMBING AND FIRE SUBCODE OFFICIAL WITH AN HHS  
LICENSE FOR THE CITY OF ABSECON**

**WHEREAS**, a vacancy has occurred as a result of the resignation of the part-time Plumbing and Fire Subcode Official; and

**WHEREAS**, it is necessary to have the consent of the Municipal Council prior to the advertisement of positions relating to personnel.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Municipal Council of the City of Absecon that authorization is hereby given to advertise for the position, Part-time Plumbing and Fire Subcode Official, with the necessary HHS license.

**BE IT FURTHER RESOLVED** that advertisement for said position will be done according to law and will be handled as soon as practically possible.

**Dated: March 19<sup>th</sup>, 2015**

**This is to certify that this is a true  
Copy of a Resolution adopted by the  
Council of the City of Absecon at a  
regular meeting held March 19<sup>th</sup>, 2015.**

**ATTEST:** \_\_\_\_\_  
**Carie A. Crone, RMC, Municipal Clerk**

**CITY OF ABSECON**

**RESOLUTION 62-2015**

**A RESOLUTION APPOINTING TWO PART-TIME  
SPECIAL LAW ENFORCEMENT OFFICERS, CLASS II**

**WHEREAS**, there is a need to fill two vacancies for part-time Special Law Enforcement Officers, Class II in the Police Department of the City of Absecon; and

**WHEREAS**, Joseph E. Akeret, Jr. and Christopher J. Popper have indicated a willingness to serve as Part-Time Special Law Enforcement Officers, Class II of the Absecon City Police Department at \$15.00 an hour.

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and with advice and consent of the Council of the City of Absecon, County of Atlantic, that Ryan O'Connell and Steven Hance, are hereby appointed as Part-Time Special Law Enforcement Officers, Class II in the Police Department of the City effective March 23<sup>rd</sup>, 2015.

**Dated: March 19<sup>th</sup>, 2015**

**This is to certify that this is a true  
Copy of a Resolution adopted by the  
Council of the City of Absecon at a  
regular meeting held March 19<sup>th</sup>, 2015.**

**ATTEST: \_\_\_\_\_  
Carie A. Crone, RMC, Municipal Clerk**

**CITY OF ABSECON**

**RESOLUTION 63-2015**

**A RESOLUTION WAIVING ANY CONSTRUCTION OFFICE FEES  
ASSOCIATED WITH THE CONSTRUCTION OF THE ABSECON 9-11 MEMORIAL**

**WHEREAS**, the Absecon 9-11 Memorial Founders Committee, Inc. is a group of dedicated Absecon citizens who are attempting to construct a 9-11 Memorial; and

**WHEREAS**, the 9-11 Memorial will be located on property owned by the City of Absecon; and

**WHEREAS**, when construction occurs in the City of Absecon payment of fees and other charges to the Construction Office are required; and

**WHEREAS**, the Absecon 9-11 Memorial will honor those who tragically lost their lives or were injured and will further honor the brave police, firemen, emergency technicians and others who responded so heroically on said date; and

**WHEREAS**, the monument when completed will be a benefit to the City of Absecon and would be considered a cultural and historic improvement for the City; and

**WHEREAS**, pursuant to the Code of the City of Absecon the Construction office is subject to rules and regulations as lawfully promulgated by the State of New Jersey; and

**WHEREAS**, State statute specifically authorizes the waiver of enforcing agency fees for construction contracted or conducted by the municipality within its boundaries; and

**WHEREAS**, the Council of the City of Absecon is desirous of waiving enforcement agency fees for the Absecon 9-11 Memorial Founders Committee Inc. pertaining to the construction of the Absecon 9-11 Memorial on City property.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Absecon that all enforcing agency fees are hereby waived for the Absecon 9-11 Memorial Founders Committee Inc. concerning the construction of the Absecon 9-11 Memorial.

**Dated: March 19, 2015**

**This is to certify that this is a true  
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Council of the City of Absecon at a  
regular meeting held March 19, 2015.**

**ATTEST:** \_\_\_\_\_  
**Carie A. Crone, RMC, Municipal Clerk**



# ABSECON 9-11 MEMORIAL

## Founders Committee, Inc.

February 16, 2015

Mayor, Administrator, Council President and Council Members  
Absecon City Hall  
500 Mil Road  
Absecon, New Jersey 08201

Dear Mayor, Administrator, Council President and Council Members:

On behalf of the Absecon 9-11 Memorial Founders Committee, Inc. we would like Absecon City Council to consider the following requests based on our anticipated construction schedule. Once Absecon City Engineer, Ed Dennis, completes the survey of the selected site, we would like to begin the process of construction. Accordingly, all construction details along with the survey and architectural drawing will be submitted to the Absecon Construction Official for approval.

One specific request is for Absecon City Council to waive any applicable submission fees and to do so by Resolution.

In addition, when construction begins, we will be utilizing South Jersey Building Trades to provide, at no cost, the labor to construction the 9-11 Memorial project. We would like Absecon City Council to review the possibility of providing an insurance rider to the current City insurance policy to provide coverage during the term of construction. As Project Construction Manager, I will be working closely with the Absecon Construction Official addressing any safety issues that may arise along with a detailed construction schedule.

Please let us know if you are willing to accommodate our requests in regards to these issues, so we may proceed in a timely fashion. If any additional information is required, do not hesitate to contact myself or President Jim Smith.

Respectfully,

Edward Vincent, Project Construction Manager  
(609) 277 – 1730 – [fire.coordinator@atlanticcountyfireassoc.org](mailto:fire.coordinator@atlanticcountyfireassoc.org)

cc: Jim, Smith, President (609) 870-7188 – [cats14@comcast.net](mailto:cats14@comcast.net)  
Lynn Caterson, Secretary (609) 272 – 1469 – [jecaterson@verizon.net](mailto:jecaterson@verizon.net)

c/o Lynn Caterson, 904 Marlborough Avenue, Absecon, New Jersey 08201

Jim Smith, President  
(609) 645-1167

Don Patterson, Vice President  
(609) 641-4479

Lynn Caterson, Secretary  
(609) 272-1469

Lorraine Hurd, Treasurer  
(609) 641-3468

Trustees:

Terry Iaconelli  
(609) 383-1010

Sandy Smith  
(609) 645-1167

Butch Stewart  
(609) 453-6116

Members:

JoAnn Elco  
(609) 646 – 4490

Glenn Hayden  
(609) 703 – 2430

Kim Horton  
(609) 641 – 6150

Bob Preston  
(609) 407 – 9599

Rob Reid  
(609) 569 – 9000

Al Spina  
(609) 484 – 3511

Ed Vincent  
[fire.coordinator@atlanticcountyfireassoc.org](mailto:fire.coordinator@atlanticcountyfireassoc.org)

JoAnn Wescoat  
(609) 641 - 1503

**CITY OF ABSECON**

**RESOLUTION 64-2015**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A USE AND OCCUPANCY AGREEMENT BETWEEN THE CITY OF ABSECON AND THE STATE OF NEW JERSEY, OFFICE OF HOMELAND SECURITY AND PREPAREDNESS**

**WHEREAS**, the State of New Jersey, Office of Homeland Security (OHSP) which is owned, but not of, the Department of Law and Public Safety, is administering and coordinating the Federal Grant awarded to the State of New Jersey for the Broadband Technology Opportunity Program (BTOP) 700 MHZ LTE Broadband Project (BTOP Project); and

**WHEREAS**, Absecon is desirous to participate in the provision of the communication services provided by the BTOP Project and to further the interests of domestic preparedness; and

**WHEREAS**, OHSP and the City of Absecon desire to further the purpose of the BTOP Project by placing certain OHSP owned equipment within the City of Absecon Public Works Yard Pursuant to the term and conditions outlined in the Use and Occupancy Agreement attached hereto; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Absecon that:

1. The Mayor is authorized to execute the Use and Occupancy Agreement on behalf of the City of Absecon, a copy of the same which is attached hereto.
2. Said Use and Occupancy Agreement is being signed without competitive bidding in accordance with N.J.S.A. 40A:11-5 (2) of the Local Public Contracts Law because said services are between the City of Absecon and the State of New Jersey and are excluded from competitive bidding and advertising.
3. The City Clerk will file a copy of this Resolution with the Chief Financial Officer of the City of Absecon, the OHSP and the Division of Local Government Services in the Department of Community Affairs as required by N.J.S.A. 42:34-10.6(b).

**Dated: March 19, 2015**

**This is to certify that this is a true copy of a Resolution adopted by the Council of the City of Absecon at a regular meeting held March 19, 2015.**

**ATTEST:** \_\_\_\_\_  
**Carie A. Crone, RMC, Municipal Clerk**

## USE AND OCCUPANCY AGREEMENT

**THIS AGREEMENT** ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") by and between the STATE OF NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS ("State"), and the City of Absecon, a municipality in New Jersey (the "Site Owner"), a municipality or county of the State of New Jersey (together, the "Parties;" individually, a "Party").

**WHEREAS**, both the State and Site Owner wish to make reliable, resilient, secure mobile broadband services available to State and local public safety personnel as soon as possible to further the purposes of Executive Order 5 (Corzine 2006) and N.J.S.A.9-65(c); and

**WHEREAS**, the Middle Class Tax Relief Act of 2012 ("Act"), Pub. L. No. 112-96 (2012), requires the First Responder Network Authority ("FirstNet"), an independent authority within the National Telecommunications and Information Administration ("NTIA") of the U.S. Department of Commerce, to design, deploy, operate and maintain a nationwide public safety broadband network ("NPSBN"), including coverage in New Jersey; and

**WHEREAS**, a major challenge in the deployment of any wireless network is the identification and approval of sites for the installation or hosting of network equipment; and

**WHEREAS**, the State has entered a Spectrum Manager Lease Agreement ("SMLA") with FirstNet authorizing the State to provide wireless communications services to public safety entities on the 700 MHz public safety broadband spectrum and the State has received a grant under the Broadband Technology Opportunities Program ("BTOP") from NTIA which the State has used, in part, to identify and evaluate telecommunications sites for use in a pilot network precursor to the NPSBN ("Pilot Network"); and

**WHEREAS**, public safety stakeholders, including, but not limited to, law enforcement, fire, and emergency medical service personnel, will benefit from the enhanced communication and data sharing ability provided by the Pilot Network and the NPSBN; and

**WHEREAS**, the enhanced communication and data sharing abilities will position public safety stakeholders to more effectively prepare, respond, assist, and mitigate the impact of natural and manmade emergencies and disasters and otherwise further the mission of protecting life, property, and/or the environment; and

**WHEREAS**, the State has identified one or more site(s) ("Site(s)") owned and controlled by Site Owner as well-situated for use in the Pilot Network in New Jersey; and

**WHEREAS**, the State and Site Owner both desire that such Site(s) be used for the Pilot Network and thus help provide network coverage for public safety users in the vicinity of the Site(s); and

**WHEREAS**, the State desires to have access to and use a portion of Site Owner's Site(s) and Site Owner desires to provide the State with access to and use of such portion of such Site(s) for use in the Pilot Network, subject to the terms and conditions set forth in this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, the State and Site Owner agree as follows:

**1. PREMISES, USE, AND ACCESS**

**1.1. Purpose of Agreement**

This Agreement sets the terms for the use and occupancy of a portion of Site Owner's Site(s) by the State (including, but not limited to, any of the State's employees, agents, representatives, contractors or service providers) (collectively, the "State Participants") for the purposes of developing, deploying, and providing wireless broadband service to public safety personnel, and associated activities contemplated in the Act and all other purposes associated therewith, incidental thereto or necessary therefor ("Permitted Purposes").

**1.2. Individual Site Specifications**

Attached as Exhibit A to this Agreement is an Individual Site Specification ("ISS"), in which each Site is described, and any additional terms and conditions applicable to each Site are set forth. Each ISS is

subject to, and is incorporated into, the terms of this Agreement, unless otherwise provided in the ISS. When a term in the ISS conflicts with a term in this Agreement, the term in the ISS shall govern. Each ISS shall contain any Site-specific terms and conditions including, but not limited to: a description of the Site, a description of the existing structure(s) and/or facilities on the Site, a description of modifications the State intends to make to the Site (if any), the commencement date on which the State intends to occupy and use the Site(s), and any other Site-specific terms or conditions.

### **1.3. Grant of Use**

The State Participants shall have the right to access, enter, and use the Site(s) for the Permitted Purposes. The State Participants shall not interfere with the Site Owner's pre-existing uses of the Site(s), or use the Site(s) for any purposes other than the Permitted Purposes. In exchange for the use and occupancy of Site Owner's Site, Site Owner is permitted to access the NPSBN created or deployed by the equipment in furtherance of the Permitted Purposes. However, Site Owner shall not use, access, move, alter, or otherwise interfere with any equipment placed on the Site(s).

### **1.4. Site Owner Reservation of Right of Use**

Site Owner reserves for itself and its successors and assigns the right to use the Site(s) for any and all purposes that do not interfere with the State's ability to carry out the Permitted Purposes.

### **1.5. Notice of Access**

Except in the case of an emergency, State shall provide Site Owner reasonable prior notice, under the circumstances, of any person or entity that will be accessing the Site(s) on behalf of State. In the case of an emergency, State shall provide follow-up notification as is reasonable under the circumstances.

## **2. TERM**

The Initial Term is five (5) years from the Effective Date. At least thirty (30) days prior to the expiration of the Initial Term, State shall give notice to Site Owner whether it intends to renew this

Agreement. State may renew for two successive periods ("Renewal Term(s)") of one (1) year each. The combination of the Initial Term and any Renewal Term(s) are referred to as the "Term."

### **3. TERMINATION**

Either Party may terminate this Agreement, or any ISS under this Agreement, at any time upon ninety (90) days' written notice to the other Party. Following any termination of this Agreement, all equipment placed on the Site(s) shall be removed within forty-five (45) days from the date of termination. The State must also remove all its equipment and repair any damage it may have caused to the Site(s), restoring the Site(s) to substantially the condition existing on the Commencement Date (as defined in the ISS), except for ordinary wear and tear and casualty. For the avoidance of doubt, failure to remove the equipment within the forty-five (45) day period, or any extension thereof, shall constitute a breach of this Agreement.

### **4. EQUIPMENT**

The State may place equipment on the Site(s), which shall include, but not be limited to, the equipment listed in the ISS. Any such equipment shall remain the property of the State, and the State shall be responsible for its removal upon termination or expiration of this Agreement.

### **5. MAINTENANCE, SUPPORT, AND UPKEEP**

#### **5.1.1. The Site**

The Site Owner shall remain responsible for all of the regular maintenance and upkeep of the Site(s), including but not limited to 24-hour-per-day, 365-day-per-year physical security monitoring and surveillance, utilities, upkeep of access roads, parking and grounds associated with the Site(s).

Maintenance shall include any and all steps necessary to ensure the Site(s) can be utilized for the Permitted Purposes. Any exceptions to this general rule, if any, for a particular Site shall be described in the applicable ISS. Site Owner shall notify State immediately when the Site Owner becomes aware of any condition, including unauthorized physical access to the Site, that may impact the security or

function of the State's equipment or the State's use of the Site(s) to pursue the Permitted Purposes. Nothing contained in this section creates a duty upon Site Owner to monitor or maintain the Site(s) in any fashion other than what is being done as of the month prior to the date of this Agreement.

#### **5.1.2. Insurance**

The Site Owner, at Site Owner's cost and expense, shall secure and maintain liability insurance covering the Site for bodily injury, property damage, and other damages imposed by law and assumed under this Agreement from insurance companies admitted or approved to do business in the State of New Jersey. The Site Owner expressly agrees that any insurance protection required herein or by the Agreement shall in no way limit the Site Owner's obligations assumed in the Agreement and shall not be considered to relieve the Site Owner from liability in excess of such coverage nor shall it preclude the State from taking such other actions as are available to it under other provisions of the Agreement or otherwise in law or equity.

The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

The Site Owner shall, prior to the State's placement of the Equipment on Site Owner's Site, provide the State with a valid Certificate of Insurance as evidence of the Site Owner's insurance coverage in accordance with the foregoing paragraph and Section 6.2 of this Agreement. Such certificates of insurance shall specify that the insurance provided is of the types required above. Said insurance shall be maintained through the Term and Site Owner shall provide the State with new

certificates of insurance from time to time, so that the State is continuously in possession of evidence of the Site Owner's insurance in accordance with the foregoing provisions.

**5.1.3. The Equipment**

The State shall remain responsible for all maintenance, support, and upkeep of the equipment placed on the Site. The State, at its cost and expense, shall maintain a special vehicle insurance policy covering the equipment placed on the Site. Notwithstanding the placement of the equipment on Site Owner's Site, the equipment shall be subject to deployment at any time to provide NPSBN coverage, support, testing, demonstration, and training, as needed, at the discretion of the State. Deployment of the equipment off of the Site(s) shall not terminate this Agreement.

**6. OTHER ITEMS**

**6.1. Agreement Assignable to Other State Agencies/Entities Upon Notice to Site Owner**

Upon fifteen (15) days' written notice to Site Owner, the State may, at its discretion, assign this Agreement to another agency or instrumentality of the State of New Jersey. Such assignment, by its terms, may apply to all Sites included in this Agreement, or else a subset of such Sites.

**6.2. Notices**

**6.2.1. Method**

Site Owner and State shall make all notices and correspondence related to this Agreement in writing. E-mail communications fulfill this requirement.

**6.2.2. Addresses**

Site Owner and State shall send all notices and correspondence related to this Agreement to the following:

<b>Site Owner</b>	<b>State</b>
City of Absecon	Fred Scalera
500 Mill Road	Office of Homeland Security and Preparedness
Absecon, NJ 08201	State of New Jersey
Copies to Mayor and	P.O. Box 091
City Administrator	Trenton, New Jersey 08625

**6.3. Compliance with Laws**

State's use of the Site(s) shall at all times comply, in all material respects, with any applicable laws, rules, regulations, and requirements.

**6.4. Hazardous Substances**

Neither Site Owner nor State will permit the existence of any hazardous materials or substances on the Site(s), except in strict compliance with all applicable laws, ordinances, rules, regulations and policies governing such hazardous materials or substances.

**6.5. Liability**

Any claims against the State are subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.*, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.* and the availability of appropriations. The State and the Site Owner hereby agree to allocate any and all third party claims as follows:

A. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, *et seq.*, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, *et seq.*, the State, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases Site Owner for any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the State, its employees, representatives, agents, independent contractors or invitees, related to this Agreement.

B. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, *et seq.*, Site Owner shall be responsible for, at its own expense, and shall defend itself against, and hereby releases the State for any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with (i) the condition of the Site(s), and (ii) any act or omission of Site Owner, its employees, representatives, agents, independent contractors or invitees, related to this Agreement; provided, however, that nothing in this Section shall limit Site Owner's obligations under Section 5.1.1.

**6.6. Force Majeure**

In the event that either Party is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, chemical explosions, hazardous conditions, fire, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of any such act shall be extended for a period equivalent to the period of such delay.

**6.7. Choice of laws**

This Agreement and any included ISSs shall be governed by and construed under the laws of the State of New Jersey.

**6.8. Writing is Entirety of Agreement**

This Agreement, along with any appendices and included ISSs, constitutes the entire Agreement of the Parties and shall supersede all prior agreements addressing the same subject matter.

**6.9. Modification of Agreement**

Neither this Agreement nor any ISS included in this Agreement may be modified, except in writing and signed by both Parties.

**6.10. Severability**

If any term or part of this Agreement is ruled by a court to be void or invalid, such ruling shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**6.11. Approval to be Reasonable**

In any case where the consent of either Party is to be given under this Agreement, such Party shall not unreasonably delay or unreasonably withhold its consent.

IN WITNESS WHEREOF, Site Owner and the State have executed this Agreement as of the Effective Date above.

**The City of Absecon  
(Site Owner)**

By:

\_\_\_\_\_  
NAME:  
TITLE:

**New Jersey Office of Homeland Security &  
Preparedness  
(State)**

By:

\_\_\_\_\_  
NAME:  
TITLE:

Exhibit A

INDIVIDUAL SITE SPECIFICATION FORM

1. Site Description

1.1. Location (including mailing address, physical address, municipality and Lot and Block numbers) Absecon Public Works Yard

1.2. Structure and Facilities (owned and maintained by Site Owner)

Absecon Public Works Yard

1.3. Description of Site(s) to be used by State (attach site plan, as necessary or appropriate)

Absecon Public Works Yard in area determined by City

2. Commencement Date

Date both parties sign Agreement

3. Equipment to be Placed(owned and maintained by State)

1 LTE Deployable with 60 foot tower

4. Site-specific Terms and Conditions

None other than set forth in Agreement or as determined by the City of Absecon from time to time

The City of Absecon  
(Site Owner)

New Jersey Office of Homeland Security &  
Preparedness  
(State)

By:

By:

NAME: John Armstrong

TITLE: Mayor

DATE:

NAME:

TITLE:

DATE:



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
B0051 BUTTERHOF'S FARM & HOME SUPPLY	15-00205	03/03/15	WIRE FOR EVIDENCE ROOM	Open	94.00	0.00		
B0075 BILLOWS ELECTRIC SUPPLY	15-00223	03/05/15	6 VOLT BATTERIES	Open	98.46	0.00		
C0085 CENTRAL JERSEY EQUIPMENT	15-00207	03/03/15	HYDRAULIC OIL	Open	72.28	0.00		
C0159 C.A.M. CO	15-00246	03/12/15	TOWER 8 HYDRAULIC CYLINDER	Open	965.01	0.00		
C0201 COMCAST	15-00276	03/17/15	MONTHLY SERVICES	Open	452.77	0.00		
D0010 DELL MARKETING L.P.	15-00122	02/05/15	PRINTER TONERS	Open	536.56	0.00		
D0013 H A DeHART	15-00199	03/03/15	SNOW PLOW PARTS	Open	389.46	0.00		
D0054 DRAGER SAFETY DIAGNOSTICS INC	15-00057	01/21/15	SUPPLIES FOR ALCOTEST EQUIP.	Open	193.00	0.00		
D0100 DIRECTV	15-00216	03/05/15	MONTHLY SERVICE	Open	122.39	0.00		
E0061 EASTERN SIGN CO.	15-00208	03/03/15	SIGN FOR PUBLIC WORKS BLDG	Open	3,577.74	0.00		
E0070 ED & GENE'S KING TIRE LLC	15-00231	03/06/15	VEHICLE MAINTENANCE	Open	1,829.78	0.00		
	15-00260	03/16/15	VEHICLE MAINTENANCE	Open	<u>737.53</u>	0.00		
					2,567.31			
F0042 FEDEX	15-00281	03/17/15	SHIPMENT TO NEW PROV., NJ	Open	21.37	0.00		
F0086 FASTENAL	15-00209	03/03/15	STEEL CABINET & PIPE FITTINGS	Open	1,681.95	0.00		
F0093 KRISTOPHER J. FACENDA	15-00212	03/05/15	MONTHLY PROSECUTOR	Open	1,350.00	0.00		
F0096 FIREFIGHTER ONE LLC	15-00224	03/05/15	HELMETS	Open	1,095.00	0.00		
G0041 GALLOWAY ACE HARDWARE, INC.	15-00218	03/05/15	FIRE DEPT SUPPLIES	Open	415.39	0.00		
G0125 GRUCCIO, PEPPER, DE SANTO &	15-00226	03/06/15	SERVICES THRU 2/28/15	Open	1,830.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
H0065 JENNIFER HARVEY	15-00250	03/13/15	DOMAIN NAME RENEWAL 3 YRS	Open	84.48	0.00		
H0066 THE HOME DEPOT CREDIT SERVICE	15-00190	02/27/15	CLEANING SUPPLIES	Open	81.68	0.00		
H0083 HORIZON BLUE CROSS	15-00279	03/17/15	APRIL DENTAL	Open	3,511.50	0.00		
J0001 JAN-PRO CLEANING SYSTEMS	15-00254	03/13/15	MARCH SERVICES	Open	1,560.00	0.00		
K0059 KALER MOTOR CO LLC	15-00225	03/05/15	E-84 VALVE	Open	404.22	0.00		
L0001 LOOSELEAF LAW PUBLICATIONS INC	15-00146	02/13/15	LAW UPDATES	Open	31.80	0.00		
L0007 LAWMEN SUPPLY CO	15-00094	02/02/15	BLOOD KITS	Open	106.00	0.00		
L0047 LAKESIDE PLASTICS, INC.	15-00138	02/13/15	TRAFFIC CONES	Open	1,416.00	0.00		
L0086 LINE SYSTEMS	15-00280	03/17/15	MONTHLY SERVICE	Open	3,885.82	0.00		
M0190 MAGUIRE & MAGUIRE P.C.	15-00227	03/06/15	FEB 2015 LEGAL	Open	3,504.00	0.00		
M0193 MASER CONSULTING P.A.	15-00243	03/10/15	PROJECT ABP023 PROF. SVCS	Open	82.50	0.00		
M0206 MECHANICAL SUPPLY	15-00198	02/27/15	HIGH FLOW REGISTERS/SN COLLARS	Open	202.70	0.00		
N0002 NJ AMERICAN WATER CO.	15-00237	03/09/15	MONTHLY BILLING	Open	566.88	0.00		
	15-00252	03/13/15	PUBLIC HYDRANTS	Open	6,670.80	0.00		
					<u>7,237.68</u>			
N0003 STATE OF NJ HEALTH BENEFITS PR	15-00236	03/09/15	JANUARY 2015 SHBP	Open	78,058.27	0.00		
P0014 PEDRONI FUEL CO	15-00272	03/16/15	DIESEL & UNLEADED GAS	Open	1,406.43	0.00		
P0040 PUBLIC EMPLOYEES RETIRE.SYSTEM	15-00247	03/13/15	PERS CONTRIBUTION DUE 4/1/15	Open	196,769.73	0.00		
P0041 POLICE & FIRE RETIREMENT	15-00248	03/13/15	PFRS CONTRIBUTION DUE 4/1/15	Open	450,750.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
P0162 PATRIOT SOLUTIONS VOICE	15-00183	02/24/15	SERVICE CALL DISPATCH FAX	Open	255.00	0.00		
Q0004 QUILL CORPORATION	15-00072	01/22/15	MISC OFFICE SUPPLIES	Open	504.39	0.00		
	15-00181	02/24/15	SUPPLIES	Open	<u>1,973.75</u>	0.00		
					2,478.14			
R0007 REMINGTON, VERNICK & WALBERG	14-00827	07/24/14	BLANKET PURCHASE ORDER	Open	3,096.50	0.00		B
	14-00828	07/24/14	BLANKET PURCHASE ORDER	Open	2,246.50	0.00		B
	14-00830	07/24/14	BLANKET PURCHASE ORDER	Open	4,510.00	0.00		B
	15-00092	01/29/15	PITNEY PARK ENGINEERING	Open	8,625.00	0.00		B
	15-00143	02/13/15	2015 ROAD PROGRAM	Open	8,310.00	0.00		B
	15-00274	03/17/15	PROFESSIONAL SERVICES	Open	3,371.19	0.00		
	15-00275	03/17/15	JOB # 01012145	Open	<u>490.00</u>	0.00		
					30,649.19			
S0246 JAMES P SWIFT	15-00213	03/05/15	MONTHLY PUBLIC DEFENDER	Open	450.00	0.00		
T0044 TREASURER	15-00245	03/12/15	FEB. DOG REPORT	Open	30.60	0.00		
T0062 TRADITIONAL ROMAN CHURCH	15-00264	03/16/15	ESCROW RELEASE	Open	3,401.25	0.00		
T0096 TOSHIBA AMERICA BUSINESS	15-00235	03/06/15	4/11/15-5/10/15 LEASE	Open	340.00	0.00		
T0104 PATTY TOWN	15-00217	03/05/15	JAN-FEB 2015 MTGS & EXTRAS	Open	300.00	0.00		
T0112 TRUMBULL SOFTWARE ASSOCIATES	15-00229	03/06/15	2015 ROVER SUBSCRIPTION	Open	300.00	0.00		
U0021 UNITED METHODIST CHURCH	15-00234	03/06/15	JANUARY SENIOR SERVICES	Open	3,340.96	0.00		
V0001 VITAL COMMUNICATIONS INC	15-00228	03/06/15	TAX & CAMA ASSESSMENT SYSTEMS	Open	306.00	0.00		
V0012 VISION SERVICE PLAN (EA)	15-00278	03/17/15	FEBRUARY CLAIMS	Open	72.00	0.00		
V0022 VERIZON	15-00240	03/10/15	BILLING 646-0664	Open	115.72	0.00		
W0039 WARD DIESEL FILTER SYSTEMS	15-00230	03/06/15	FILTER INSPECTION & CHANGES	Open	590.00	0.00		

Total Purchase Orders: 74 Total P.O. Line Items: 140 Total List Amount: 1,980,859.96 Total Void Amount: 0.00