

June 6, 2016

AGENDA

Regular Meeting of the Hazlet Township Committee held at _____ p.m.

Salute to the flag and moment of silent prayer called by the Mayor.

Mayor's Statement – Open Public Meetings Act & Emergency Fire Exits.

In Compliance with the “Open Public Meetings Act” of the State of New Jersey, adequate notice of this meeting of the Township Committee was provided in the following manner:

- (A) On January 4, 2016, advance written notice of this meeting was posted at:
1766 Union Avenue, Hazlet, New Jersey.
- (B) On January 7, 2016, advance written notice of this meeting was forwarded to the Independent and Asbury Park Press. It was also published in the Asbury Park Press on February 10, 2016.
- (C) On January 4, 2016, copies of advance written notice of this meeting were mailed to all persons who requested and paid for such notices on or before January 1, 2016.

FIRE EXITS are located in the directions I am indicating:

Farther down at the end of the room, through the doors and down the stairs, directly out the front door.

To my right is the door, make a right down the hallway which leads to the stairs and directly out the rear of the building.

If you are alerted for fire, please move in a calm and orderly manner to the nearest exit. Finally, let the record reflect that the minutes of this meeting will accurately reflect the topics addressed during this meeting but will not be a verbatim transcript of tonight's proceedings. Thank you. I direct the Municipal Clerk to enter into the minutes of this meeting these announcements.

<u>ROLL CALL</u>	<u>PRESENT</u>	<u>ABSENT</u>
Committeeman DiNardo	_____	_____
Committeewoman Ronchetti	_____	_____
Committeeman Sachs	_____	_____
Deputy Mayor Kiley	_____	_____
Mayor Aagre	_____	_____

Approval of Minutes – Workshop Meeting – May 3, 2016 and May 17, 2016.
Regular Meeting – May 3, 2016 and May 17, 2016.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____
(abstain 5/17/16)

Mayor Aagre _____

Approval of Executive Session Minutes – May 17, 2016.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____
(abstain 5/17/16)

Mayor Aagre _____

Certificate of Recognition presented to Nancy O’Grady.

Accepted by: _____

Ordinance Hearing:

1. AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 196 (FEES) OF THE CODE OF THE TOWNSHIP OF HAZLET, RECREATION FEES FOR 2016

Introduced: May 17, 2016.

Published in The Asbury Park Press, issue of May 20, 2016. Proof on file.

Posted in Town Hall – May 18, 2016.

Hearing is scheduled for June 6, 2016.

Hearing:

Motion to close hearing:

Offered _____ 2nd _____

Voice vote: _____

Action of Committee: Adopt () Reject () Other ()

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

Reports:

MUNICIPAL COURT – April 2016 – Total fees collected - \$22,859.80.

CONSTRUCTION OFFICIAL – April 2016 – Total fees collected - \$25,356.00.

TAX COLLECTOR – May 2016 – Received and read.

Resolutions, Motions and Appointments:

Resolutions #167 through #172 are by Consent Agenda. All matters listed under Consent Agenda are considered to be routine by the Township Committee and will be enacted by one motion. There will be no separate discussions of these items. If discussion is desired by the Mayor or any member of the Township Committee, that item will be removed and will be considered separately. Advance copies of each resolution have been given to each Committee Member. The original resolutions are with the Municipal Clerk for inspection as listed below.

- 167. Refund of the overpayment of CCO fees to Michael Sidey.
- 168. Issuance of Raffle Licenses RL-4079 and RL-4080 to Rocket Launchers (RHS Athletic Hall of Fame)
- 169. Refund of the overpayment of a Landlord Registration Fee to Maria Mruczyncki.
- 170. Authorizing the Hazlet Recreation Advisory Council to hold a fireworks display on July 4, 2016.
- 171. Refund of the overpayment of second quarter taxes for Block 239, Lot 45.
- 172. Authorizing the Tax Collector to process the cancellation of tax refunds, property tax delinquencies and delinquent charges or fees of less than \$10.00 for the 2016 calendar year.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

PUBLIC HEARING

Anyone who would like to address the Township Committee regarding the below listed Resolutions on the Agenda, please come up, print your name and address on the sign in sheet and then state your name and address for the Committee.

Offered _____ 2nd _____

173. Authorizing the waiver of the township's construction permit fees for Faith Reformed Church.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

174. Authorizing the Purchase of a 33-Yard Capacity Expert Helping Hand Sideload Body Recycling Truck with Mack Chassis and Gled Hill Snow Plow through Participation in the National Joint Powers Alliance (NJPA) A National Cooperative Purchasing Program Pursuant to P.L. 2011, C. 139.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

175. Implementing a property tax rewards program as part of the Shop Hazlet Campaign.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

176. Rejecting the bid for a pool slide.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

177. Authorizing the Clerk to re-advertise for the receipt of bids for a pool slide.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

178. Authorizing CME Associates to provide Professional Engineering Services for Middle Road Parking Lot Improvements.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

179. Authorizing CME to provide Professional Engineering Services for Improvements to Hazlet Avenue, Phase III.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

180. Authorizing the Engineer to execute Progress Payment Estimate #2 to S. Brothers Inc. for Improvements to Lammers Street.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

181. Authorizing a one year leave of absence for Evelyn Grandi from her classified title as a Keyboarding Clerk I.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

182. Authorizing a one year leave of absence for Sharon Keegan from her classified title as a Keyboarding Clerk I.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

183. Requesting approval of items of Revenue and Appropriation N.J.S. 40A:4-87, Clean Communities Grant.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

184. Renewal of the 2016-2017 Liquor Licenses in the Township of Hazlet.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

Payment of Bills:

Advance bill lists have been supplied to each Committee Member.

Offered _____ 2nd _____

Roll Call: Committeeman DiNardo _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Kiley _____

Mayor Aagre _____

Citizens Hearing:

Motion to close hearing:

Offered _____ 2nd _____

Voice vote: _____

Motion to adjourn:

Offered _____ 2nd _____

Voice vote: _____

Time: _____

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 196 (FEES) OF THE CODE OF THE TOWNSHIP OF HAZLET,
RECREATION FEES FOR 2016

196-12.1 – Fees charged.

The following fees shall be charged for before and after care for those who attend the Recreation Summer Camp Program:

Entire Camp Season - \$250.00 (per child)
Morning Session - \$5.00 (per child)
Afternoon Session - \$10.00 (per child)
Daily afternoon session - \$15.00 (per child)

All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

If any section, subparagraph, sentence, clause or phrase of this Ordinance shall be held invalid, such decisions shall not invalidate the remaining portion of this Ordinance.

This Ordinance shall take effect immediately upon passage and publication pursuant to law.

RESOLUTION

WHEREAS, the Department of Construction of the Township of Hazlet, in the County of Monmouth, State of New Jersey, collected monies associated with residential CCO; and

WHEREAS, said monies have been received from the following and were deposited into the Township's Current Fund under Fees and Permits; and

WHEREAS, the homeowner paid for the CCO twice for the property located at 85 Fieldcrest Way.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee that the Chief Financial Officer be authorized to return such fees; and

BE IT FURTHER RESOLVED that the Municipal Clerk forward a certified copy of this resolution to the applicant and to Zoning and the Finance Office.

APPLICANT

AMOUNT OF REFUND

Michael Sidey
200 Jaycee Court
Middletown, NJ 07748

\$100.00

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township, do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that the Municipal Clerk be and is hereby authorized to issue the following Raffle Licenses:

RL-4079 and RL-4080 to Rocket Launchers (RHS Athletic Hall of Fame)

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that the following person be issued a refund for the overpayment of a Landlord Registration Fee.

<u>NAME</u>	<u>AMOUNT</u>
Maria Mruczynski 238 Delmar Avenue Staten Island, NY 10312	\$125.00
For property located at 6 Leitrim Lane	

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Zoning and Finance Offices.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township, do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that the Hazlet Township Recreation Advisory Council is authorized to hold a fireworks display at Veteran's Memorial Park on Monday, July 4, 2016 with a rain date of Tuesday, July 5, 2016; and

BE IT FURTHER RESOLVED that the Hazlet Township Recreation Advisory Council is required to obtain the necessary insurance required for this type of display.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Mayor and the Township Committee of Hazlet Township, County of Monmouth, State of New Jersey, that the proper officers be and they are hereby authorized to REFUND the following over-payment of 2nd quarter taxes due to a duplicate payment to the following:

BLOCK	LOT	NAME	AMOUNT	YEAR
239	45	Downey, Amy & Patrick	\$2,003.19	2016

NOW THEREFORE BE IT RESOLVED, that a copy of this Resolution be forwarded to the Tax Collector and the Chief Financial Officer.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township, do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

EVELYN A. GRANDI
Municipal Clerk

RESOLUTION

WHEREAS, the Governing Body of Hazlet Township finds and declares that N.J.S.A. 40A:5-17-1 empowers authorized municipal employees to process the cancellation of tax refunds, property tax delinquencies and delinquent charges or fees of less than Ten (\$10.00) Dollars, and

WHEREAS, the Governing Body further finds and declares that the Municipal Tax Collector is qualified to process the cancellation of tax refunds, property tax delinquencies and delinquent charges or fees of less than Ten (\$10.00) Dollars, and

WHEREAS, the Governing Body further finds and declares that it is in the best interest of the citizens of Hazlet Township for the Municipal Tax Collector to be authorized to process the cancellations of tax refunds, property tax delinquencies and delinquent charges or fees of less than Ten (\$10.00) Dollars in accordance with N.J.S.A. 40A:5-17-1.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Hazlet Township that Municipal Tax Collector Thomas O'Hara is hereby authorized to process the cancellation of tax refunds, property tax delinquencies and delinquent charges or fees of less than Ten (\$10.00) Dollars during the calendar year of 2016 in accordance with N.J.S.A. 40A:5-17-1.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township, do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

WHEREAS, Faith Reformed Church is in the process of obtaining construction permits for 2 ductless, wall hung air conditioning systems; and

WHEREAS, a request was received from Faith Reformed Church to waive all permit fees; and

WHEREAS, it is the desire of the Township Committee to waive said fees.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Hazlet Township that the Township's permit fees for construction be hereby waived; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Construction Department and Faith Reformed Church.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

AUTHORIZING THE PURCHASE OF A 33-YARD CAPACITY EXPERT HELPING HAND
SIDELOAD BODY RECYCLING TRUCK WITH MACK CHASSIS AND GLED HILL
SNOW PLOW THROUGH PARTICIPATION IN THE NATIONAL JOINT POWERS
ALLIANCE (NJPA) A NATIONAL COOPERATIVE PURCHASING PROGRAM
PURSUANT TO P.L. 2011, C.139

WHEREAS, the Township of Hazlet, as a contracting unit, may without advertising for bids, purchase any materials, supplies or equipment entered into on behalf of National Joint Powers Alliance Cooperative, 202 12th Street NE, PO Box 219, Staples, MN 56479 pursuant to the provision of P.L. 2011, c.139 which permits contracting units to use contracts awarded by national or regional cooperative or other states that were competitively bid. The law supplements existing law on the use of such contracts and is intended to provided additional flexibility to local governments in the area of procurement; and

WHEREAS, Sanitation Equipment Corporation (as distributor for Labrie Enviroquip Group), S-122 Route 17 North, Paramus, NJ 07652 has been awarded the contract for the above reference vehicle under NJPA's category: Waste and Recycling (contract #112014-LEG); and

WHEREAS, the Purchasing Agent recommends the utilization of this contract; and

WHEREAS, under NJPA Contract #112014-LEG, Sanitationa Equipment Corporation can provide to the Township of Hazlet a 33-yard Capacity Expert Helping Hand Sideload Body Recycling Truck with Mack Chassis and Gled Hill Snow Plow as per their quote in the amount of \$338,884.20.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Hazlet that Sanitation Equipment Corporation, under NJPA Contract #112014-LEG, be utilized to provide a 33-yard Capacity Expert Helping Hand Sideload Body Recycling Truck with Mack Chassis and Gled Hill Snow Plow as per their quote in the amount of \$338,884.20 to the Township of Hazlet.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi

Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF HAZLET
SUPPORTING A PROPERTY TAX REWARDS PROGRAM
TO BE IMPLEMENTED AS PART OF THE SHOP HAZLET CAMPAIGN**

WHEREAS, the Township Committee of the Township of Hazlet desires to stimulate local commerce in Hazlet Township by encouraging the patronage of Hazlet Township-based businesses by local residents; and

WHEREAS, the Township Committee has determined it is appropriate to permit "reward" type programs that act as enhancement which will give Hazlet Township taxpayers a financial incentive to patronize participating Hazlet Township-based businesses through the payment of residential property taxes; and

WHEREAS, the Township Committee believes that the implementation of this system will benefit Hazlet Township-based businesses and resident taxpayers.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hazlet, in the County of Monmouth, State of New Jersey as follows:

1. The Township Committee supports the implementation of the Property Tax Reward Program and hereby authorizes the Mayor and Municipal Clerk to execute the attached Agreement with Fincredit, Inc.
2. The program shall be administered solely by Fincredit, Inc. who shall undertake to register interested taxpayers and Hazlet Township-based businesses.
3. The Township shall establish the necessary reporting requirement for any payment of taxes made to the Township by Fincredit, Inc.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of the Township of Hazlet, do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee of the Township of Hazlet at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

PLEASE READ THESE TERMS OF USE CAREFULLY. FINCREDIT, ITS SUBSIDIARIES, ITS AFFILIATES, HAZLET TOWNSHIP, AND SHOP HAZLET (COLLECTIVELY "PTC") REQUIRE THAT ALL THE VISITORS TO THE SITE ("USERS") ADHERE TO THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. BY **ACCEPTING BELOW** AND ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. BY ACCEPTING BELOW, YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ THE SITE'S PRIVACY POLICY.

IF YOU DO NOT AGREE WITH ALL OF THE TERMS HERewith OR WITH OUR PRIVACY POLICY, OR IF YOU ARE NOT IN GOOD STANDING WITH YOUR PROPERTY TAX PAYMENTS PLEASE DO NOT REGISTER AND DO NOT USE THE SHOP HAZLET SECTION OF THIS WEBSITE.

These terms of use and service ("Terms") apply to (a) your access to, and use of, the web site of Fincredit Inc. , also doing business as Propertytaxcard.com, its wholly-owned subsidiaries and its affiliates (collectively "Fincredit"), located at www.propertytaxcard.com on the World Wide Web (the "Site") and (b) the services accessed through the Site as more fully described below (the "Services"). These Terms do not alter in any way the terms or conditions of any other agreement you may have with Fincredit Inc., or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Site and/or the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity agrees to indemnify you and Fincredit Inc. for violations of these Terms. Nothing in these Terms shall be deemed to confer any third party rights or benefits. Fincredit Inc., at its sole discretion, revise the Terms, including any changes, at any time by updating this posting, with the revised Terms taking effect for all Users as of the date stated on the posting. You waive any right you may have to receive specific notice of such changes or modifications. Consequently, Users should consult the Terms regularly. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. If you do not agree to the amended terms, you must stop using the Site.

Description of Services

Fincredit is the administrator of the Shop Hazlet property tax reward program (the "Program"). Under the Program, when using a Shop Hazlet loyalty-type reward card (the "Card") at participating Hazlet merchants and other selected participating merchants located outside Hazlet Township (collectively the "Merchants"), the Merchants will provide Hazlet's property owner(s) (the "Homeowner" or "Homeowners" or the "Cardholder" or "Cardholders") a rebate on purchases in the form of property tax credits (the "Rebate" or "Rebates"). The yearly transfer of credits to your property tax account is subject to \$1 service fee.

Individuals participating in the program that do not own a property in Hazlet Township will receive a check for the total amount of the rebate accumulated over the Shopping Period. Checks are subject to a \$7 check handling fee. Weekly, Fincredit collects and deposits all the Rebates from the participating merchants in a dedicated bank account.

CARDHOLDERS HEREBY ACKNOWLEDGE AND AGREE THAT FINCREDIT AND ITS AFFILIATES WILL HAVE THE RESPONSIBILITY TO COLLECT REBATES FROM PARTICIPATING MERCHANTS AND TO TRANSFER SUCH REBATES TO HAZLET TOWNSHIP, FOR THE PURPOSE OF CREDITING HOMEOWNERS PROPERTY TAX BILL OR TO SEND NON-PROPERTY OWNER PARTICIPANTS A REBATE CHECK. BY ACCEPTING THESE TERMS AND CONDITIONS, CARDHOLDERS AGREE THAT FINCREDIT AND ITS AFFILIATES ACT AS MERE AGENT IN THE COLLECTION AND PAYMENT OF FUNDS FROM THE MERCHANTS OFFERING THE REBATES TO HAZLET TOWNSHIP FOR THE BENEFIT OF THE HOMEOWNERS' PROPERTY TAX BILL OR AS CHECK REBATES FOR THE BENEFIT OF NON-PROPERTY OWNER PARTICIPANTS.

IF FINCREDIT IS UNABLE TO COLLECT REBATES FROM THE MERCHANTS FOR REASONS INCLUDING, BUT NOT LIMITED TO, NON-SUFFICIENT FUNDS IN THE MERCHANT ACCOUNT AT THE TIME THE REBATE PAYMENTS ARE REQUESTED FOR COLLECTION BY FINCREDIT, YOU AGREE THAT FINCREDIT, ACTING AS A MERE AGENT, WILL HAVE NO LEGAL RESPONSIBILITY, WITH THE EXCEPTION OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, AND THAT ANY AND ALL CLAIMS REGARDING ANY FAILURE OR BREACH WITH RESPECT TO THE PROGRAM ARE LIMITED TO CLAIMS AGAINST ANY AND ALL MERCHANTS. PTC HEREBY DISCLAIMS ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY MERCHANT OR OTHER SUPPLIER THROUGH THE SITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE OR OTHERWISE, OF SUCH MERCHANT OR SUPPLIER AND YOU HEREBY EXONERATE PTC FROM ANY LIABILITY WITH RESPECT TO THE SAME.

YOU FURTHER AGREE THAT HAZLET TOWNSHIP ITS AND ITS AGENTS, WILL HAVE NO LIABILITY WHATSOEVER AND THAT HAZLET TOWNSHIP WILL CREDIT YOUR PROPERTY TAX BILL **ONLY** AFTER RECEIVING PAYMENT FROM

of the Rebate due to a Merchant's policy change towards the Program. You further acknowledge and agree that PTC will make every effort to keep the list of Merchants updated on the Site database. Notwithstanding the foregoing, PTC will not take responsibility for the accuracy of the Merchant's list on the Site and/or on the related Rebates offered.

Cardholders acknowledge that information will be collected and stored by Fincredit. Cardholders hereby acknowledge and agree that the Registration Data and shopping record will be available to patronized Merchants. Merchants have the right to utilize the Registration Data, for statistical and marketing reasons, including, but not limited to, special offers via email. Upon your expressed acceptance at the time of Card registration, Merchant may text also you its special offers.

Rebates on current property tax accounts will result in prepayments of future property taxes.

Section 61 of the Internal Revenue Code provides that that gross income means all income from whatever source derived. A rebate received by a buyer from the party to whom the buyer directly or indirectly paid the purchase price for an item is an adjustment in purchase price, not an accession to wealth, and is not includible in the buyer's gross income. See Rev. Rul. 76-96, 1976-1 C.B. 23, as modified by Rev. Rul. 2005-28, 2005-1 C.B. 997. Notwithstanding the foregoing, PTC makes no representation and will have no responsibility on the accuracy and enforcement of this ruling. Cardholders should consult their accountant when making a determination on handling taxation relating to Program-related Rebates.

Issues concerning Rebates when a Cardholder sells its property are the sole responsibility of the Cardholder and its buyer. PTC makes no representation and will not be involved in any adjustments and/or negotiations with regard to Rebates.

When moving to another location in the same town, the Cardholder may edit the information on its account and any unpaid rebates on its account will be automatically transferred to the new account. However if the Cardholder moves out of town and sells its property, then it is the responsibility of the Cardholder to negotiate payment of the outstanding credits with its buyer. PTC will not have any involvement in the private transaction of transferring the property tax credit from one Cardholder to another.

When a Cardholder returns an item that was previously subject to a Rebate, the original purchase receipt, the Rebate receipt and the Card must be presented for full reimbursement. If the item is returned after the Rebates are paid to the HAZLET TOWNSHIP on the Homeowner's property tax account or after a rebate check is issued, the Cardholders will be entitled only to the difference of the purchase price paid and the amount of the Rebates paid from the Merchant to the Cardholders, including fees paid to Fincredit. You may request reimbursement of the fee by writing to Fincredit, PO Box 43, Marlboro NJ 07746 or by sending an email with the transaction details to Support@propertytaxcard.com.

Notwithstanding the foregoing, returns are subject to the return policy of the Merchants participating to the Program. PTC makes no representation or has no opinion or takes any responsibility with regard to the return policy of Merchants.

Upon registering the Card, an account is created whereby the Cardholders may review their purchase activity at participating Merchants and monitor their Rebates. Cardholders acknowledge and agree that PTC will have no responsibility as to the accuracy of this information. PTC disclaims any liability, whether based on contract, tort, strict liability or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or other supplied through the Site, including without limitation, liability for any act, error, omission, injury, loss, accident delay or irregularity which may be incurred through the fault, negligent or otherwise, of such service provider and you hereby exonerate PTC from any liability with respect to the same.

License

You are granted a limited, non-sub licensable license to access and use the Site solely in connection with the Program.

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You assume responsibility for the selection of the Site to achieve your intended results, and for the installation, use, and results obtained therefrom. Fincredit reserves the right to modify, suspend or discontinue the Site with or without notice at any time and without any liability to you.

You must be at least 18 years of age to create an account and to use the Site. By registering, you represent and warrant to us that you are 18 years of age or over. Should Fincredit be notified or otherwise become aware that you are under 18 years of age, Fincredit reserves the right to terminate your account and this license and to refuse service to you at any time with or without notice.

Fincredit reserves the right to refuse service to anyone at any time with or without notice for any reason.

User ID

To gain access to the Site, you will be required to register an access ID and password. The access ID and password may only be used by you. You will be responsible and liable for all activities occurring under your access ID and for keeping your password secure.

Links to Third Party Sites

The Site contains links to third party web sites, third party text, video feeds, offers, and software applications (including widgets) (collectively referred to as "Linked Sites"). The Linked Sites and third parties are not under the control of and/or owned by PTC and PTC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. PTC is not responsible for webcasting or any other form of transmission received from any Linked Site. The Linked Sites are the property of the respective third party and may be protected by applicable copyright or other intellectual property laws and treaties. PTC is providing these links to you only as a convenience and does not approve and assumes no responsibility for the content, security, functionality, or practices of these third parties. The inclusion of any link does not imply endorsement by PTC of the site or any association with its operators. You acknowledge and agree that PTC may disable your use of or remove any third party linked sites on the Site to the extent that they violate these Terms.

User Privacy:

PTC reserves the right at all times to disclose any information as necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms, (c) detect, prevent or otherwise address fraud, security or technical issues, (d) reply to user support requests or (e) protect the rights, property or safety of its users and the public.

Always use caution when giving out any personally identifying information about yourself or your children in any site. Personal information provided in connection with the Site is collected by Fincredit. The Site Privacy Policy does not apply to, and we are not responsible in any manner for, any information you provide to third parties (e.g. "Linked Sites") in connection with the Site or how the Linked Sites or third parties may use the personal information you provide to them.

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Monitoring; Privacy

Fincredit reserves the right, but is not obligated, to monitor the use of its servers and related content within user accounts, whether published or unpublished, in the interests of security. You acknowledge that you have no

expectation of privacy with respect to any such communications or postings, and you expressly consent to such monitoring. For information as to how we collect and use personal information we collect on this Site, please see our Privacy Policy.

Intellectual Property Rights

You acknowledge that Fincredit owns all right, title, and interest in and to the Site, including all intellectual property rights. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Site. You also agree that you will not use any robot, spider, other automated device or manual process to monitor or copy any content from the Site or Site IP.

Indemnification

You agree to hold harmless and indemnify PTC and its subsidiaries, affiliates, officers, agents and employees from and against any third party claim, including but not limited to, Merchants claim, arising from or in any way related to your use of the Program as described under Description of Services and/or the Site, including any liability or expense arising from all claims, losses, damages (actual or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

Limited Warranty

PTC DOES NOT WARRANT THAT THE SITE AND/OR THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. THE SITE AND THE PROGRAM ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE, THE PROGRAM IS WITH YOU. SHOULD ANY OF THE FOREGOING PROVE DEFECTIVE, YOU (AND NOT PTC, ITS PARENT, SUBSIDIARIES, AFFILIATES OR LICENSORS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

Liability Disclaimer

THE INFORMATION, CONTENT, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE AND THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. FINCREDIT MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. ADVICE RECEIVED VIA THE SITE OR ANY USER SITES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

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YOU AGREE THAT PTC, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF PTC IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (e.g., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. PTC CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEB SITE.

Service Contact

support@propertytaxcard.com

Termination/Access Restriction

Fincredit reserves the right, in its sole discretion, to terminate your account and your access to the Site and the Program, or any portion thereof, and to remove or block access to any User Site or any User Content at any time without notice for any reason or for no reason.

Consent to Disclose Information

You acknowledge, consent and agree that Fincredit may access, preserve and disclose your account information (including your name and contact information) and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary or appropriate to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the Site, its users and the public. Please see our Privacy Policy for more information on how we may use and disclose your account information.

Governing Law and Jurisdiction

To the maximum extent permitted by law, this agreement is governed by the laws of the state of New Jersey and the United States of America, and you hereby consent to Fincredit, being the exclusive jurisdiction and venue of courts in all disputes arising out of or relating to the use of the Site and/or the Program. Use of the Site or the Program is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Fincredit as a result of this agreement or use of the Site.

The performance of Fincredit per this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the right to comply by Fincredit with governmental, court and law enforcement requests or requirements relating to your use of Fincredit or information provided to or gathered by Fincredit with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the Cardholder and PTC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the Cardholder and PTC with respect to the Site.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

It is the express wish to the parties that this agreement and all related documents be drawn up in English.

Copyright

All Content and other material on the Site are the proprietary property of Fincredit Inc. or its licensors or users and are protected by U.S. and international copyright laws. All rights not expressly granted in these terms are expressly reserved.

Trademark

PTC logos and any other product or service name or slogan contained in the Site are trademarks of PTC, and may not be copied, imitated or used, in whole or in part, without the prior written permission of PTC or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing Property Tax Card or any other name, trademark or product or service name of PTC without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Fincredit and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

Notices and Procedure for Making Claims of Copyright Infringement

If you believe that anything on the Site or the Service infringes upon any copyright which you own or control, you may file an e-notification of such infringement with our Designated Agent as set forth below.

admin@propertytaxcard.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records.

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Fincredit has adopted a policy of terminating, in appropriate circumstances and at the sole discretion of Fincredit subscribers or account holders who are deemed to be repeat infringers. Fincredit may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

PRIVACY POLICY

1. Introduction

The site and Owner/administrator(s) takes your right to privacy seriously, and we want you to feel comfortable using this web site. This privacy policy deals with personally-identifiable information (referred to as "data" below) that may be collected by this site. This policy does not apply to other entities that are not owned or controlled by the site administrator, nor does it apply to persons that are not employees or agents of the site owner/administrator, or that are not under the site administrator's control. Please take time to read this site's Terms and Conditions.

2. Collection of Data

Registration for an account on this site requires a name, and a user name that has not been chosen already. You are also required to provide your address, phone number and, if applicable, your property Block and Lot number. Please be aware that the user name you choose, the e-mail address you provide and any other information you enter may render you personally identifiable unintentionally (subsequent to a successful act of intrusion by a third party). As on many web sites, the site editor may also automatically receive general information that is contained in server log files, such as your IP address, and cookie information. Information about how advertising may be served on this site (if it is indeed the site editor's policy to display advertising) is set forth below.

3. Use of Data

Data is used to provide you with an efficient rebate service on your purchases at establishments participating to your town's property tax card program (see "Terms and Conditions"). Through an associated site, not under the control of this site Owner/administrator, your data is being made available to local merchants where you use the stored value card. By using a stored data card, you understand that merchants you have visited have access to your shopping data, limited, however, to all those purchases at merchants where your stored data card was used. You may also receive special offer communications from local merchants. Moreover, your data will be made available pursuant to legal action or law enforcement or if it is found that your use of this site violates the site administrator's policy, terms of service, or other usage guidelines, or if it is deemed reasonably necessary by the site administrator to protect the site editor's legal

rights and/or property or if this site is purchased by a third party, in which case that third party will be able to use the data in the same manner as set forth in this policy. In the event you choose to use links displayed on this web site to visit other web sites, you are advised to read the privacy policies published on those sites.

4. Cookies

Like many web sites, this web site sets and uses cookies to enhance your user experience to remember your personal settings, for instance.

5. Minors

Minors are allowed and encouraged to use this site. Because of this, we do our best to keep this site free of language and information that is not appropriate for minors. However, we provide a large number of links to other websites. We cannot guarantee what others might post on these websites. If anyone finds that something has been posted that is offensive or not appropriate for children please bring it to the attention of the site administrator. Parents are overall responsible for their children internet experience. Other websites with links on our site may engage in open commerce. Children should not engage in open commerce without their parent's supervision.

6. Changes to this Privacy Policy

Changes may be made to this policy from time to time. You will be notified of substantial changes to this policy through the posting of a prominent announcement on the site.

7. No Guarantees

While this privacy policy states standards for maintenance of data, and while efforts will be made to meet the said standards, the site administrator is not in a position to guarantee compliance with these standards. There may be factors beyond the site administrators control that may result in disclosure of data i.e. Police Inquiries, subpoenas, etc.

SHOP HAZLET PROPERTY TAX REWARD PROGRAM

DEFINITIONS

Township: Hazlet Township

Administrator: FinCredit Inc., PO Box 43, Marlboro, NJ. FinCredit is charged with program design and implementation including entering into agreements with Merchants and Consumers.

Merchants: Hazlet-based businesses which voluntarily register and enter into an agreement with Applicant to participate in program.

Consumers: Township property owners/renters and residents of other townships who work or visit the Township who voluntarily register and enter into an agreement with Applicant.

Property Tax Reward Cards: Swipe cards issued to consumers for use at participating Merchants.

DESCRIPTION

The "Shop Hazlet Property Tax Reward Program" will utilize technology similar to that utilized in connection with traditional 'gift and loyalty card' programs. The goal of the program is to provide the Township taxpayers with a financial incentive, in the form of a Property Tax Reward, for patronizing participating Hazlet businesses. At the same time the program provides Hazlet-based businesses with a financial incentive to enroll in the program in the form of increased patronage and revenues.

In summary, a Consumer who patronizes a participating Merchant will receive a corresponding percentage-of-sale credit on his or her property taxes.

The key aspects of the program involve:

1. Program promotion
2. Merchant registration
3. Consumer registration via a secure web portal through the issuance of Shop Hazlet cards
4. Consumers patronizing participating merchants
5. Consumers receiving a Property Tax Reward based upon a percent of sale as a reward for patronizing a participating merchant

6. Administrator receiving a fee for the cost of administering the program equal to 25% of the Property Tax Reward for each transaction between a consumer and participating merchant

Administrator Responsibilities

1. Program Promotion to include:
 - a. Design Property Tax Reward Cards in accordance with Township design specifications for program registration and distribution to participants
 - b. Assist in production of marketing material
 - c. Attend meetings with the Association/Township including program kick off with local businesses

2. Entering into agreements with Merchants and establishing all terms including but not limited to:
 - Hardware
 - Software
 - Reward card processing
 - Percentage of transaction credit to Consumer
 - Incorporate language indicating voluntary nature of program and legal indemnification language provided by Township

3. Design and host web portal to register and enter into agreements with Consumers establishing all terms including but not limited to:
 - Percentage of transaction credit to Consumer
 - Timing of posting of credits (annually)
 - “How to Reconcile” tax bills and program reports
 - Policy regarding data privacy and sharing of information for marketing purposes
 - Specific limits and restrictions relative to program participation
 - A taxpayer in the Township must be current on his/her property tax bill in order to participate
 - No refunds will be issued. Credits on accounts that are current will result in prepayments of property taxes for future periods
 - Excludes sales tax
 - All reporting mandated by taxing authorities to Consumers
 - Not responsible for impact of program participation on mortgage escrow calculations
 - Not responsible for any changes in property ownership

 - Post language indicating voluntary nature of program and legal indemnification language provided by Township

4. Provide Consumers with on-line reporting capabilities.

5. Establish FDIC insured dedicated bank account(s) for the Shop Hazlet program. No funds for any other program or purpose shall be co-mingled. A copy of the statement for such accounts shall be provided to the Township upon request
6. Generate an annual download file in accordance with Township specifications, including necessary flags and filters to ensure that delinquent accounts are rejected. The file shall be transmitted to the Township on or about June 1st so that adjustments can be reflected in the third quarter billing of the annual tax bill.
7. Initiate an annual wire transfer to Township-specified account. The amount of the wire transfer must equal the total dollar amount of valid transactions to be posted to Consumer accounts.
8. Coordinate with Township to give authorized personnel ability to review/accept/reject annual downloads prior to generating wire transfer.
9. Provide transaction and account reconciliation reporting capabilities in accordance with Township specifications.
10. Provide customer service support Monday – Friday, 8:30 am to 6:00 pm EST for Merchants, Consumers and Township.
11. All programming and system implementation costs to ensure process automation and compliance with all relevant State and Local laws, rules and regulations.

Township Responsibilities – At the discretion of the Township

1. Provide info to Merchants. FinCredit will assist with this task.
2. Provide dedicated bank account information for annual wire transfer.
3. Provide software merchant contact information to facilitate program implementation.
4. Provide access to staffing resources for program testing.
5. Distribute reward cards provided by others.
6. Ongoing program marketing and promotion.
7. Update Administrator regarding any known changes in status of participating Merchants.

DISCLOSURE OF PROGRAM FEES

1. Cost to Merchant:

Hardware Costs \$160, one-time cost for the dial up processing machine (\$230 dual comm. IP). They may also opt for processing via our website in which case the cost is -0- (\$50 if they want to purchase a card reader). Cost of equipment is subject to changes.

\$10 a month processing fee.

A Merchant may retain its current credit card processor. No additional costs will apply. Administrator agrees to waive customary 15 cents per swipe fee.

2. Other:

For providing our ongoing services as administrators of the Shop Hazlet Property Tax Reward program, FinCredit Inc. will retain 25% of the Property Tax Reward provided by the merchants to the public.

Example: A merchant participates in the program with a 10% property tax credit on sales. If a homeowner makes a \$100 purchase, hence creating a \$10 property tax credit, the homeowner will receive \$7.5 and FinCredit will retain \$2.5 for program expenses and administration fee.

A \$1 yearly service fee, deducted from the earned property tax rewards, will be charged to the cardholders. No fee will be charged for yearly accrued credits under \$4.

\$7 check handling and processing fee will be charged to those cardholders that register as renters.

GENERAL INFORMATION

Termination of Program

Administrator shall provide written notification to Merchants, Consumers and Township of at least ninety (90) days in the event the program shall be terminated for any reason. In the event of termination, Administrator will be responsible for transmitting a final data file and bank wire transfer accounting for all outstanding credits applicable to Consumers.

The Township may terminate this Agreement upon thirty (30) days notice for any reason.

Insurance Requirements

Administrator shall be required to maintain in force, for the duration of the period, business insurance policy in the minimum amount of one million dollars and shall

provide a Certificate of Insurance to the Township to evidence such coverage naming the Township as additional insured.

Indemnification and Hold Harmless

The Administrator shall indemnify, defend, and hold the Township, its officers, agents and employees, harmless from and against any and all claims, actions, liability or costs, including reasonable attorney fees and other costs of defense, arising out of the Administrator's actions while operating under this agreement.

The Township shall indemnify, defend, and hold FinCredit, its officers, agents and employees, harmless from and against any and all claims, actions, liability or costs, including reasonable attorney fees and other costs of defense, arising out of the Township's actions while operating under this agreement.

Representation of the Administrator

The Administrator represents that this program is permitted under the laws of the State of New Jersey.

Hazlet Township

Administrator:
FinCredit Inc.

By: Carmine de Falco – President & CEO

RESOLUTION REJECTING BID
FOR POOL SLIDE

WHEREAS, the Township of Hazlet advertised for and received a bid on April 26, 2016 for improvements known as “One Portable Pool Slide & One Single Flume Water Slide”; and

WHEREAS, the Township received one bid, coming from RJR Engineering Co., Inc., 105 Guinea Hollow Road, Califon, NJ 07830, in the total amount of \$75,701; and

WHEREAS, the bid submitted is substantially in excess of the Township’s estimate.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hazlet, County of Monmouth, State of New Jersey that the Township of Hazlet rejects the bid received.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of the Township of Hazlet, do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee of the Township of Hazlet at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that the Clerk is hereby authorized and directed to re-advertise for the receipt of bids for One Portable Pool Slide and One Single Flume Water Slide for the Hazlet Swim and Tennis Club.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that CME Associates be and they are hereby authorized to provide Professional Engineering Services for Middle Road Parking Lot Improvements in an amount not to exceed \$44,500.00. Base bid in the amount of \$33,000.00 and Alternates in the amount of \$11,500.00.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that CME Associates be and they are hereby authorized to provide Professional Engineering Services for the Improvements to Hazlet Avenue, Phase III in an amount not to exceed \$58,000.00.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that the Engineer be and is hereby authorized to execute Progress Payment Estimate #2 to S. Brothers, Inc., for Improvements to Lammers Street in the amount of \$210,646.03.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

WHEREAS, on July 1, 2006 Evelyn Grandi was appointed to the unclassified position of Municipal Clerk in accordance with N.J.S.A. 40A:9-135; and

WHEREAS, in order to protect her classified position of Keyboarding Clerk I Evelyn Grandi has applied for a one year leave of absence from her position of Keyboarding Clerk I.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Hazlet Township that Evelyn Grandi is hereby granted a one year leave of absence effective July 1, 2016 from her classified title of Keyboarding Clerk I.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

WHEREAS, on June 17, 2014 Sharon Keegan was appointed to the unclassified position of Municipal Department Head; and

WHEREAS, in order to protect her classified position of Keyboarding Clerk I, Sharon Keegan has applied for a one year leave of absence from her position of Keyboarding Clerk I.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Hazlet Township that Sharon Keegan is hereby granted a one year leave of absence effective June 17, 2016 from her classified title of Keyboarding Clerk I.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

REQUESTING APPROVAL OF ITEMS OF REVENUE AND
APPROPRIATION N.J.S. 40A:4-87
CLEAN COMMUNITIES GRANT

WHEREAS, N.J.S 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Committee of the Township of Hazlet in the County of Monmouth, New Jersey, hereby requests the Director of Division of Local Government Services to approve the insertion of an item of revenue in the budget year 2016 in the sum of \$46,031.97, which is now available from the New Jersey Department of Environmental Protection – Clean Communities Fund in the amount of \$46,031.97.

BE IT FURTHER RESOLVED, that the like sum of \$46,031.97 is hereby appropriated under the caption New Jersey Department of Environmental Protection – Clean Communities Fund; and

BE IT FURTHER RESOLVED that the above is the result of funds from the New Jersey Department of Environmental Protection – Clean Communities Fund in the amount of \$46,031.97.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that the following Alcoholic Beverage Licenses covering the period from July 1, 2016 to June 30, 2017 be and the same are hereby issued as follows:

<u>LICENSE NO.</u>	<u>TYPE</u>	<u>NAME & ADDRESS</u>	<u>TRADE NAME</u>
1339-33-001-004	Consumption \$1,209.60	Airport Bar & Liquors 1370 State Hwy 36 Hazlet, NJ 07730	Airport Bar and Liquors
1339-33-003-006	Consumption \$1,209.60	LM&M L.L.C. 1616 Union Avenue Hazlet, NJ 07730	Union Plaza Liquor
1339-33-004-010	Consumption \$1,209.60	Wayside Management Co., Inc. 180 Highway 36 Hazlet, NJ 07730	Mike's Hiawatha Inn
1339-44-005-007	Distribution \$933.12	Exit 117 Liquors LLC 2996 Highway 35 Hazlet, NJ 07730	Wine Academy Super Store
1339-44-006-007	Distribution \$933.12	Jai Maharaaj, Inc. 14 State Highway 36 Hazlet, NJ 07734	Best Buy Wine and Liquor
1339-33-008-006	Consumption \$1,209.60	Bertucci's Restaurant Corporation 2847 Highway 35 Hazlet, NJ 07730	Bertucci's Brick Oven Pizzeria

<u>LICENSE NO.</u>	<u>TYPE</u>	<u>NAME & ADDRESS</u>	<u>TRADE NAME</u>
1339-33-011-004	Consumption \$1,209.60	Leiserv, Inc. Highway 36 Hazlet, NJ 07730	Brunswick Zone - Hazlet
1339-44-012-003	Distribution \$933.12	Bethany Wines & Liquors, Inc. 3160 Route 35 Hazlet, NJ 07730	Bethany Wines and Liquors
1339-33-017-008	Consumption \$1,209.60	Briad Restaurant Group L.L.C. 3054 Highway 35 South Hazlet, NJ 07730	TGI Friday's Restaurant
1339-33-018-003	Consumption \$1,209.60	John H. Stryker, Inc. 175 Highway 36 Hazlet, NJ 07734	Frank & Teddy's Bar & Grill
*1339-36-026-004	Consumption \$1,209.60	AYAN Hazlet LLC 2870 Highway 35 South Hazlet, NJ 07730	Holiday Inn - Tapeo Restaurant
1339-33-013-006	Consumption \$1,209.60	Adelphi Liquor L.L.C. 2973 Highway 35 North Hazlet, NJ 07730	Red Oak Diner
1339-31-021-001 Centerville	Club \$50.00	North Centerville Volunteer Firemen's Association #1 372 Middle Road, PO Box 207 Hazlet, NJ 07730	North Fire Company
1339-33-015-007	Consumption \$1,209.60	Heilongjang Barn LLC 3352 Highway. 35 Hazlet, NJ 07730	The Park Tap and Grill
1339-33-016-003	Consumption \$1,209.60	Tony's Italian American Restaurant & Pizzeria, Inc. 3153 Highway 35 Hazlet, NJ 07730	Yesterday's Restaurant

<u>LICENSE NO.</u>	<u>TYPE</u>	<u>NAME & ADDRESS</u>	<u>TRADE NAME</u>
1339-33-002-006	Consumption \$1,209.60	Delilah's of Hazlet LLC 417 S. Laurel Avenue Hazlet, NJ 07734	Delilah's of Hazlet, LLC
1339-31-022-001	Club \$50.00	Schaufler Franzen Post 4303 VFW 18 Davern Avenue Hazlet, NJ 07734	VFW Post 4303 Schaufler Franzen
1339-33-009-007	Consumption \$1,209.60	36 Steak LLC 1104 Highway 36 Hazlet, NJ 07730	Neil Michael's Steakhouse
1339-33-014-013	Consumption \$1,209.60	CON FRAN L.L.C. 745 Poole Avenue Suites 13, 14 & 15 Hazlet, NJ 07730	Poole Avenue Bar & Liquors
1339-33-007-007 Manor	Consumption \$1,209.60	Grand View Manor, Inc. 410 Highway 36 Hazlet, NJ 07730	The Gammercy at Lakeside

SPECIAL CONDITION

*Issued specifically for hotel or motel containing at least 100 sleeping rooms. No renewal or transfer of this license except to another hotel or motel containing at least 100 sleeping rooms.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 6th day of June, 2016.

Evelyn A. Grandi
Municipal Clerk