

Holmdel Township Committee Organization Meeting – January 5, 2016

AGENDA

Meeting called to order by Clerk.

Statement read by Clerk:

I hereby announce pursuant to Section 5 of the Open Public Meetings Act that adequate notice of this meeting has been provided in the notice which was mailed to the Asbury Park Press, the Courier, the Independent and the Two River Times and posted on the bulletin board in Township Hall, and filed in the Township Clerk's Office on December 28, 2015.

Invocation

Pledge of Allegiance

Administration of Oath of Office of Holmdel Township Committee to Tom Critelli

Roll Call

Gregory Buontempo, Township Committeeman
Thomas Critelli, Township Committeeman
Eric Hinds, Township Committeeman
Patrick Imprevuto, Township Committeeman
Joseph Ponisi, Township Committeeman

Election of Mayor for 2016

Installation of Mayor

Election and Installation of Deputy Mayor for 2016

Remarks by Mayor

Appointments:

RESOLUTION - Professional Services

WHEREAS, the Township of Holmdel has a need for audit services, legal services, appraisal services, engineering services, and planning services, Township Attorney as professional contracts awarded pursuant to the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.2 et. seq., and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the services will exceed \$17,500.00; and

WHEREAS, the anticipated term of the contract is one (1) year; and

Jennifer Beahm	Township Planner
Maser Engineering	Consulting Engineers
Robert Allison	Township Auditor
William Antonides	Registered Municipal Accountant
Citta, Holzapfel & Zabarsky	Prosecutor
Raymond Raya	Public Defender
Mark Ruderman	Special Legal Services Labor Issues
Matthew O'Donnell	Special Legal Services Tax Issues
Scarinci Hollenbeck	Special Legal Services Tax Issues
Andrew Bayer	Special Legal Services COAH Issues
Mark Ruderman	Special Legal Services Labor Issues
Clifford Gibbons	Bankruptcy Services
Steven Rogut	Bond Counsel
Anthony J. Pannella	Bond Counsel
Anthony Iovino	Township Architect
Martin Appraisal Assoc. Inc.	Appraisal Services
Robert Gagliano	Appraisal Services
Russell Sterling	Appraisal Services
Richard Carabelli	Appraisal Services
Declan O'Scanlon	Cell Tower Consultant
North American Insurance Management Corporation	Risk Management Consultant

WHEREAS, the above named professionals have completed and submitted a Business Entity Disclosure Certification which will remain on file with this Resolution and which certifies that these professionals have not made any reportable contributions to a political or candidate committee in the Township of Holmdel in the previous one (1) year and that the contract will prohibit these professionals from making any reportable contributions through the term of the contract.

BE IT FURTHER RESOLVED that notice of the adoption of this resolution shall be published in the Asbury Park Press as required by law within 10 days of its passage.

Motion to Adopt Resolution

RESOLUTION – Township Attorney

WHEREAS, the Township of Holmdel has a need to acquire the services of a Township Attorney as a professional contract awarded pursuant to the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.2 et. seq., thereby assuring that the party awarded the contract will continue to be restricted in its political contributions under the State Pay to Play law; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the services will exceed \$17,500.00; and

WHEREAS, the anticipated term of the contract is one (1) year; and

WHEREAS, Robert F. Munoz has submitted a proposed contract; and

WHEREAS, Robert F. Munoz has completed and submitted a Business Entity Disclosure Certification which will remain on file with this Resolution and which certifies that Robert F. Munoz has not made any reportable contributions to a political or candidate committee in the Township of Holmdel in the previous one (1) year and that the contract will prohibit Robert F. Munoz from making any reportable contributions through the term of the contract.

Motion to Adopt Resolution

MAYOR'S APPOINTMENTS

RESOLUTION – Planning Board Class II

RESOLUTION – Planning Board Class IV

RESOLUTION – Planning Board Alternate #1

RESOLUTION – Planning Board Alternate #2 Unexpired Term

RESOLUTION – Zoning Board of Adjustment

RESOLUTION – Zoning Board of Adjustment Unexpired Term

RESOLUTION – Zoning Board of Adjustment Alternate #1

RESOLUTION – Zoning Board of Adjustment Alternate #2 Unexpired Term

RESOLUTION – Environmental Commission Chairman

RESOLUTION – Environmental Commission**RESOLUTION - Yearly Appointments**

Utility Revenue Collector	1 year	Chief Financial Officer
Community Development		
Block Grant Coordinator	1 year	Township Administrator
Alternate	1 year	Denise Fluck
Fire Hydrant Examiner	1 year	David Olsen
Fire Inspector	1 year	David Olsen
JIF Fund Commissioner	1 year	Township Administrator
Alternate	1 year	Denise Fluck
JIF Safety Delegate	1 year	John Mioduszewski
Alternate	1 year	Frank Allocco
Monmouth County Office		
On Aging Coordinator	1 year	Michael Pigott
Recycling Coordinator	1 year	Victor Stevens
Code Enforcement Officer	1 year	Loni Lucina
Environmental Officer	1 year	Michael Nikolis
Assistant	1 year	Christopher Yonclass

Motion to Adopt Resolution

RESOLUTION – Americans with Disabilities Coordinator

BE IT RESOLVED that the Township Administrator be and hereby is appointed as Holmdel Township's Americans with Disabilities Coordinator for a one year term beginning January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Public Agency Compliance Officer

BE IT RESOLVED that the Township Administrator be and hereby is appointed as Holmdel Township's Public Agency Compliance Officer for a one year term beginning January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Board of Education Liaison

BE IT RESOLVED that the Township Administrator and the Gregory Buontempo be and hereby are appointed as Board of Education Liaisons effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Emergency Management Coordinator

BE IT RESOLVED that Eric Hernando be and hereby is appointed as Holmdel Township Emergency Management Coordinator for a three year term effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Deputy Emergency Coordinators

BE IT RESOLVED that the Township Administrator, Chief of Police, and Construction Official, Nicholas Rybakowski, Charles Hancock, Rocco Pascucci, Evaristo Stanziale, and Brian McGraw be and hereby is appointed as Holmdel Township Deputy Emergency Management Coordinator for a one year terms effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Economic Development

BE IT RESOLVED that Valarie Marciano, Marianne Murray, Tom Fontana, Brian Gordon, Chris Briamonte, Frank Pento, Evaristo Stanziale, Tom Hyland, Ron DeLuca, Thomas Critelli, Eric Hinds, and Donna Vieiro be and hereby are appointed to the Economic Development Committee for one year terms effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Financial Advisory Committee

BE IT RESOLVED that Michael Valentino, Evaristo Stanziale, Brian Teevan, Sudarshan Ahluwaila, Jason Buerkle, Walter Daszkowski, John Yasnowski and Joseph Ponisi be and hereby are appointed as Members of the Financial Advisory Task Force for one year terms effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Grant Applications

BE IT RESOLVED that the Township Administrator be and hereby is authorized to apply for Grants on behalf of the Township.

Motion to Adopt Resolution

RESOLUTION – Green Team

BE IT RESOLVED that Rajiv Anisetti, Frank Bacchus, Janet Berk, Lindsey Conlan, Matthew Conlan, Sabrina Conlan, Patricia Reilly-Geller, Daniel Gulko, Randy Goldberg, Dina Hamwi, Babru Jasti, Elizabeth Wilson, and Robert Wilson be and hereby are appointed as Members of the Green Team for one year terms effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION - Holmdel Alliance

BE IT RESOLVED that Barbara Hilliard, Coordinator, Stephanie Zielaznicki, Sherry Katz, and Ruth Patras be and hereby are appointed as members of Holmdel Drug and Alcohol Alliance for one year terms effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Local Emergency Planning Committee (LEPC)

BE IT RESOLVED that the OEM Coordinator, Deputy OEM Coordinator, OEM Liaison, Public Safety Chair, Fire Department Chief, First Aid Captain, Superintendent of Holmdel School District, Board of Education Buildings & Grounds Administrator, Bayshore Community Hospital Representative, CERT, Salvation Army Representative, American Red Cross Representative, Bell Works Representative, Information Technology Representative be and hereby are appointed to the Local Emergency Planning Committee for one year terms effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Local Management Planning Committee – Township Employees

BE IT RESOLVED that the Township Administrator, Construction Official, Fleet Maintenance Manager, Board of Health Rep. Director of Infrastructure, Township Fire Official, Police Chief, and Police Captain be and hereby are appointed to the Local Management Planning Committee for one year terms effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Municipal Housing Liaison

BE IT RESOLVED that Denise Fluck be and hereby is appointed as Municipal Housing Liaison for a one year term effective January 1, 2016

Motion to Adopt Resolution

RESOLUTION - Planning Board Class I Member

BE IT RESOLVED that the Mayor or his designee be and hereby is appointed as Class I Member of the Planning Board for a one year term effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Planning Board Class III Member

BE IT RESOLVED that Joseph Ponisi be and hereby is appointed as Class III Member of the Planning Board for a one year term effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Recreation Advisory Council

BE IT RESOLVED that Holmdel Football Representative Jason Dubow, Holmdel FC Representative Valerie Avrin, HYAA Representative John Miglizzio, Mavericks Representative Kevin Gilfin, Representative of Senior Citizens throughout Holmdel through the Half Century Club Marilyn Fortunato, Board of Education Representative Peter Reddy, Resident Representative Debra Brew, Resident Representative Mary Corrigan and Resident Representative Rocco Impreveduto be and hereby are appointed to the Recreation Advisory Council for one year terms effective January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Stormwater Program Coordinator

BE IT RESOLVED that Loni Lucina be and hereby is appointed as Holmdel Township's Stormwater Program Coordinator for a one year term beginning January 1, 2016.

Motion to Adopt Resolution

RESOLUTION – Subcommittees

BE IT RESOLVED that the following are Subcommittee Appointments for the year 2016:

Administration Chair
Community Development Chair
Finance Chair
Public Safety Chair
Public Works
Library Committee Chair

Eric Hinds
Patrick Impreveduto
Joseph Ponisi
Patrick Impreveduto
Tom Critelli
Gregory Buontempo

Motion to Adopt Resolution

RESOLUTION – Township Historian

BE IT RESOLVED that George Joynson be and hereby is appointed as Township Historian for a one year term effective January 1, 2016.

Motion to Adopt Resolution

Administration of Oath of Office to all appointees

RESOLUTION – Agreement of Confidentiality

WHEREAS, the Open Public Meetings Act permits certain items coming before a local governing body to be discussed in executive session in order to assure confidentiality of sensitive material, among which are the following:

1. Personnel
2. Litigation, pending or threatened
3. Discussion of potential purchase of property with public funds
4. Attorney/Client privilege matters; and

WHEREAS, the Revised General Ordinances of the Township of Holmdel, Article XII, Code of Ethics, sets ethical standards for Holmdel Township; and

WHEREAS, the governing body is elected to represent the best interests of the Township and its people; and

WHEREAS, under the Open Public Meetings Act, a majority of the Township Committee may determine to discuss permissible items in executive session so that confidentiality will be maintained; and

WHEREAS, over the years confidential matters have been kept confidential even though a minority of its members may disagree with the majority; and

WHEREAS, in order to have stability and for the work of the people to go forward, one or two Committeepersons should not circumvent the decision of the majority, because the Township Committee acts as a whole and not as individuals.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that each member hereof affirms that he/she will not divulge confidential matters until release is authorized by a vote of the majority or until state law directs that confidentiality is no longer appropriate.

Motion to Adopt Resolution

Temporary Budget

Motion to Adopt Temporary Budget Resolution

CONSENT AGENDA – Note: All matters listed under item designated Consent Agenda are considered routine by the Township Committee and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired of any item, item will be considered separately.

Approve Bills Payable

Adopt Resolution Establishing Township Committee Meeting Dates for 2016

Adopt Holmdel Township Cash Management Plan

Resolution Authorizing Contracts With Certain Approved State Contract Vendors for Contracting Units Pursuant To N.J.S.A. 40a:11-12a

Adopt Resolution Designating Banks as Depositories/Financial Institutions for Holmdel Township

Adopt Resolution Authorizing Chief Financial Officer to Invest and Reinvest Funds for Holmdel Township

Adopt Resolution Setting Interest Rates on Delinquent Taxes or Other Unpaid Municipal Charges

Adopt Resolution Approving the Fee for Tax Sale Certificate Redemption Calculations as Permitted by NJSA 54:5-54

Adopt Resolution Authorizing Execution of Subdivider's Agreement (Reserve at Holmdel) and Site Plan Agreement (Regency at Holmdel)"

Adopt Resolution Assigning Registrar of Dogs to the Tax Collector's Office

Adopt Resolution Appointing the Township Clerk as the Assessment Searcher

Adopt Resolution Authorizing Actions to be Taken by Special Council Throughout 2016

Adopt Resolution Authorizing Various Actions to be Taken Throughout 2016 by the Assessor

Adopt Resolution Authorizing Various Actions to be Taken Throughout 2016 by the Tax Collector

Adopt Resolution Authorizing Tax Collector to Conduct Tax Lien Sale

Adopt Resolution Designating Official Newspapers for the Year 2016 for Holmdel Township

Adopt Resolution Authorizing Agreement with Employee Consulting Associates for Employee Assistance Services for 2016

Adopt Resolution Appointing Bloodborne Pathogen & Right to Know Consultant for 2016

Motion to Adopt Resolutions

Public Portion

Adjournment

**RESOLUTION ESTABLISHING TOWNSHIP COMMITTEE MEETING DATES FOR
2016**

WHEREAS, the Open Public Meetings Act requires that all public bodies, at the time of their annual organization meeting, or within 7 days thereof, shall post, mail to newspapers and give notice to certain other persons the schedule of meetings for the succeeding year,

NOW, THEREFORE, BE IT RESOLVED that this Public Body, the Township Committee of the Township of Holmdel hereby promulgates its schedule of meetings for the year 2016:

Regular meetings:

Time: 7:00 PM – Closed Session
7:30 PM – Regular Meeting

Place: Meeting Room
Municipal Building
4 Crawfords Corner-Everett Road
Holmdel, NJ 07733.

Dates: January 19 - February 2, 16 - March 1, 15- April 5, 19
 May 3, 17 – June 9, 21 - July 12 – August 16
 September 6, 20 - October 11, 25 - November 1, 22
 December 13, 2016

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to post and maintain posted a copy of this Resolution in the place designated for the posting of notices, forward a copy of this Resolution to the Asbury Park Press, the Two River Times and the Independent and shall file a copy of same in her office as well as in the office of any other designated official pursuant to Section 3(d) of the Act, and,

BE IT FURTHER RESOLVED that this Resolution and the schedule contained herein, may be amended from time to time provided that the terms of the Act are fully followed, and,

BE IT FURTHER RESOLVED that Special Meetings shall be called in conformance with the provisions of Section 3(d) of the Act.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016.

Maureen Doloughy, RMC
Township Clerk

TOWNSHIP OF HOLMDEL

CASH MANAGEMENT PLAN

INTRODUCTION

The New Jersey "Local Fiscal Affairs Law", NJSA 40A:5-14 requires that every local unit adopt a Cash Management Plan and shall deposit its funds pursuant to that plan. The primary objectives of the plan are to preserve the safety of public funds, seek investment instruments that offer liquidity and maximize interest revenue through use of authorized legal depositories and approved investment instruments.

I. AUTHORITY

- A. The Township Committee of the Township of Holmdel, County of Monmouth
- B. Delegation of Authority – Authority to implement the investment program is granted to the Chief Financial Officer . The Chief Financial Officer shall act in accordance with the requirements of the Cash Management Plan, New Jersey Statutes and proper use of internal controls. No other persons may engage in investment transactions except for those subordinate officials of the Chief Financial Officer.

II. STATEMENT OF POLICY

It shall be the policy of the Township of Holmdel, County of Monmouth to adopt a Cash Management Plan and to authorize the Chief Financial Officer to administer said Plan for the purpose of deposit and investment of the maximum of available funds in interest bearing instruments. The investment instruments shall be safe, liquid and offer market yields.

Safety of principal is the foremost objective of the Cash management Plan. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.

The utilized investment instruments shall remain sufficiently liquid to meet all operating cash requirements that may be reasonably anticipated.

Investments shall be planned with the objective of attaining a market rate, while taking into account legal restrictions, risk and liquidity. Return on investment is of secondary importance compared to safety.

III. DEFINITIONS

“Arbitrage” refers to the rules and regulations governing the issuance of Bonds or Notes and the reinvestment of the proceeds at a higher yield. These regulations are promulgated by the Internal Revenue Service, regulation 1.103.

“Certification of Eligibility” is the certification issued by the New Jersey Department of Banking, Division of Banking that a public depository is eligible to act as a depository for public funds and qualifies as a participant in the New Jersey Governmental Unit Deposit Protection Act, GUDPA.

“Eligible Public Depositories” is a Bank or Savings and Loan Association with a current certificate of eligibility from the State Banking Department. The Township of Holmdel shall designate said depositories, by resolution of the governing body in January of each year in accordance with NJSA 40A:5-14.

“Eligible Securities” are those investment instruments authorized by NJSA 40A:5-15.1.

“Interest Bearing Account” is an account or time deposit in an eligible public depository, earning interest or any deposit in the State of New Jersey Cash Management Fund.

IV. STANDARDS OF CARE

1. The standard of prudence to be used by those delegated to effect investment transactions on behalf of Holmdel Township shall be the “prudent person” standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs. Investments shall not be for speculation.

2. Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees shall disclose any material interests in financial institutions with which business is conducted and they shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of Holmdel Township.

3. The Chief Financial Officer is responsible for establishing and

maintaining internal controls. The controls should ensure that the assets of Holmdel Township are protected from loss, theft or misuse.

V. PROCEDURES FOR RECEIPT OF MONIES

1. Department Procedures

A. Department Directors will ensure that a receipt is issued in duplicate for all Transactions. A copy of the receipt shall be given to the paying party and the duplicate maintained by the issuing department. The receipts shall be pre-numbered, or sequentially numbered if computer generated.

B. All monies collected or received from any source by or on behalf of the Township, Department, or any Board thereof, shall be forwarded to the Finance Department within forty eight hours of receipt.

C. The Finance Department will deliver collected revenues for deposit to the designated legal depository.

D. All monies received shall be placed in a secured place until forwarded for deposit.

E. The Department/Division Director shall file with the Chief Financial Officer a monthly report of all monies received in the manner prescribed. The report also will include year-to-date amounts received.

F. No department, division or agencies shall engage in the practice of cashing checks with public funds. Cashing of employee pay checks is included in this prohibition.

2. Chief Financial Officer

A. All monies collected or received from any source by or on behalf of the Township shall be deposited within forty eight hours of receipt to the designated banks.

B. Ensure that all monies deposited are in an interest bearing account(s).

C. Maturity of Investments – Investments shall be limited to maturity not to exceed one year on all operating funds unless a longer maturity is permitted within the provision of State Statute or promulgated regulations.

D. Investment Securities – The Chief Financial Officer has the

responsibility to determine which investment instruments are best suited for the Township. However, the Chief Financial Officer shall be authorized only to invest in securities permitted by New Jersey State Statute.

Permitted investments are defined in NJSA 40A:5-15.1 as follows:

- Mutual Funds backed by the United States Government Obligations
- United States Treasury Bills, Bonds and Notes
- Municipal Bonds or Notes
- Commercial Bank Deposits and Certificates of Deposits
- Repurchase agreements
- Investments in Savings and Loan Associations
- United States Government Agency and Instrumentality Obligations
- State of New Jersey Cash Management Fund
- School District Obligations

All designated depositories must conform to all applicable State statutes concerning depositories of public funds, and all depositories shall obtain the highest amount possible FDIC and/or FSLIC coverage for all municipal assets.

VI. FUNDS EXCLUDED FROM INVESTING

The following types of funds are not required to be placed in interest bearing accounts:

1. Petty cash funds and change funds
2. Amounts derived from the sale of bonds or notes, only to the extent that a specific written opinion of bond counsel states that the earning of (full) interest would result in the bonds or notes being classified as an arbitrage (not federally tax exempt) issue pursuant to Federal regulations to the extent that some interest is allowable, it shall be deposited at such a rate if such a rate is obtainable.

VII. REPORTING

The Chief Financial Officer in accordance with NJSA 40A:5-14 shall prepare a written monthly investment report and submit same to the Township Committee. The report shall set forth each organization holding local unit investments, the amount of securities purchased or sold, class or type of securities purchased, book value, earned income, fees incurred, and market value of all investments as of the report date.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel, do hereby certify this to be a true copy of the Cash Management Plan adopted by the Township Committee of the Township of Holmdel at a meeting held on January 5, 2016.

Maureen Doloughy, RMC
Township Clerk

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM #

Meeting Date: January 5, 2016
Subject: **Resolution Authorizing State Contract Purchases**
Submitted by: Denise L. Fritz, RPPO, QPA
Approved by: Donna M. Vieiro, Township Administrator

RECOMMENDATION

It is recommended the Township Committee authorize the purchase of goods and services under the State of New Jersey Cooperative Purchasing Program for the 2016 budget year. A list of the vendors currently being utilized is attached to the Resolution.

PREVIOUS ACTION

BACKGROUND

N.J.S.A. 40A:11-12 permits purchasing under the State Cooperative Purchasing Program without advertising for bids.

FISCAL IMPACT

None. The fiscal impact is determined when goods and services are purchased.

Attachments:

Resolution

<u>For Internal Use</u>		
<i>Township Committee Action</i>		
Approve	Denied	Other
Comments: _____		

Date Delegated: _____		
Signature: _____		

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED
STATE CONTRACT VENDORS FOR CONTRACTING UNITS
PURSUANT TO N.J.S.A. 40A:11-12a**

WHEREAS, the Township of Holmdel, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Holmdel has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Township of Holmdel intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

NOW, THEREFORE, BE IT RESOLVED, that the Township of Holmdel authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED, that the governing body of the Township of Holmdel, pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

BE IT FURTHER RESOLVED, that the duration of the contracts between the Township of Holmdel and the Referenced State Contract Vendors shall be from January 1, 2016 to December 31, 2016.

CERTIFICATION

I, Maureen Doloughty, Township Clerk of the Township of Holmdel, do hereby certify this to be a true copy of a Resolution adopted by the Township Committee of the Township of Holmdel at a meeting held on January 5, 2016.

Maureen Doloughty, RMC
Township Clerk

2016 STATE CONTRACT VENDOR LIST

List of State Contract Vendors:	T # and/or Contract No.
Allstate Office Interiors	T0147, T0176, T0408
Atlantic Detroit Allison (Transmission Parts)	T2108
Apple, Inc.	WSCA
Beyer Brothers Corp.	73697 T2085
Bucks County International	T2085
Commercial Recreation Specialists	A81431
Custom Bandag (Goodyear)	M8000
Dell	M0483, M0003
Eagle Point Gun	T0106
Elsag North America, LLC	T0106
EnPointe Technologies	M0003
Eplus Technology, Inc.	87720, M7000
Fastenal (Hardware/Tools)	M0002/A79873
F and C Napa (Auto parts)	T2085
Foley Cat (Truck Parts)	T2188
General Sales Administration/Major Police Supply	T0106
General Recreation	T0103
Grainger (Industrial Supply)	M0002
H A DeHart (Truck Parts)	T2108, T2188, T0085, T1495, T2085
Hetrich Fleet Services, Inc.	T2776
Jim Curley GMC (Truck Parts)	T2085
General Sales Administration/Major Police Supply	T0106
Hannon Floors	G2005/81748
Lanigan Associates	T0106
Lawmen Supply	T0106
Lexis Nexis/Matthew Bender	T1616
Malouf Chevy (Auto Parts)	T2760
Mid Atlantic International	73939 T2085
Mobile Vision/L3 Communications	T0106/A81311
MorphoTrak	G9002
Naylor's Napa (Auto Parts)	G8022
Norcia (Truck Parts)	T2085, T2108, T2188, T2189
Normans Auto Glass (Windshield Repair)	T0084
Old Dominion Brush ODB (Street Sweeper Parts)	T2188
Panasonic	M0483
Red the Uniform Tailor	T0448
RF Design	T0109
Sig Sauer	T0106
SHI International Corp	77560
Shore Business Solutions	M0053
Stoptech, LTD	A81328
Tele-Measurements, Inc.	T1466
TM Fitzgerald & Associates	A72330
Trains Towers	T0125
Trendway	G2004/81642
Trico	T2188
Warnock Fleet & Leasing	T0106
WB Mason	T0052
Winner Ford	82925
Charles S. Winner/Winner Ford	T2102, T2103, T2776, T2100, T2101, T1786, T2007
Wireless Communications	T0109

Adopt Resolution Designating Banks as Depositories/Financial Institutions for
Holmdel Township

BE IT RESOLVED that the following be and hereby are designated as official depositories and signatories of the Township of Holmdel for 2015:

<u>Bank Name</u>	<u>Account Type</u>	<u>Authorized Signatory</u>
Wells Fargo	Money Manager – Sewer Sewer Treasurer's Recreation Tax Collection Swim Unemployment Special Law Enforcement Capital Payroll Disbursement Account Bond & Coupon Sewer Assessment Public Defender Water Assessment Sewer Capital Green Acres Roggy Donations Hurricane Fund Business Saver (9-11 Memorial) Federal Law Enforcement Trust	Mayor or Deputy Mayor Chief Financial Officer
Bank of America	Developer Escrow Series	Chief Financial Officer Township Clerk or Tax Collector
	Lien Redemption	Chief Financial Officer Township Clerk
Wells Fargo	Municipal Court Series	Municipal Court Judge Court Administrator
Bank of America	Fair Housing	Chief Financial Officer Township Clerk
	NJ Cash Management Fund	Chief Financial Officer Township Clerk

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016

Maureen Doloughy, RMC
Township Clerk

Authorize Chief Financial Officer to Invest and Reinvest Funds for Holmdel
Township

BE IT RESOLVED that the Chief Financial Officer is hereby authorized to invest and reinvest funds of the Township of Holmdel as permitted by law.

CERTIFICATION

I, Maureen Doloughty, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016

Maureen Doloughty, RMC
Township Clerk

Resolution Setting Interest Rates on Delinquent Taxes or Other Unpaid
Municipal Charges

WHEREAS, NJSA 54:4-67, 54:5-32 and 54:5-34 allow municipalities to charge interest and penalties on unpaid taxes or other unpaid municipal charges, and,

WHEREAS, NJSA 54:4-67 was amended, and in order to enforce this amendment, a resolution authorizing the rates of interest and penalties to be charged must be passed, and,

WHEREAS, it is in the best interest of the Township of Holmdel to fix the rates outlined below on any amount.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel this 3rd day of January in the year 2011, that the rate of interest for the nonpayment of taxes and other municipal charges on or before the date when they would become delinquent shall be eight percent (8%) per annum on the first \$ 1,500 of the delinquency and eighteen percent (18%) per annum on any amount in excess of the \$ 1,500; to be calculated from the date the taxes or other municipal charges were due and payable until the date of actual payment, and,

BE IT FURTHER RESOLVED that no interest shall be charged if payment of any installment is made by the tenth calendar day following the date upon which the same became payable; and

BE IT FURTHER RESOLVED that in addition to the above interest charges, any person owing charges in excess of \$ 10,000 at the end of the calendar year will be assessed a penalty equal to six percent (6%) of the amount of the delinquency, and,

BE IT FURTHER RESOLVED that with respect to tax sale certificates, when the taxes, interest and costs shall exceed the sum of \$200 an additional sum equal to two percent (2%) shall be added to the amount to be paid; when the sum exceeds \$ 5,000, an additional sum equal to four percent (4%) of such amount to be paid shall be added to the amount to be paid; and when that sum exceeds \$ 10,000, an additional sum equal to six percent (6%) of such amount to be paid shall be added to the amount to be paid. These charges shall also apply to all existing certificates held by the municipality.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016.

Maureen Doloughy, RMC
Township Clerk

**RESOLUTION APPROVING THE FEE FOR TAX SALE CERTIFICATE REDEMPTION
CALCULATION AS PERMITTED BY N.J.S.A. 54:5-54**

WHEREAS, in accordance with N.J.S.A. 54:5-54 provides that the Tax Collector shall provide to any party entitled to redeem a Tax Sale Certificate two calculations of the amount required for redemption within a calendar year at no cost. For each subsequent calculation requested from the Tax Collector there shall be a fee of \$50.00; and

WHEREAS, in accordance with N.J.S.A. 54:5-97.1 provides that the Tax Collector shall charge a lienholder of a Tax Sale Certificate a fee of \$50.00 for the calculation of the amount due to redeem the Tax Sale Certificate.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Holmdel, that the Tax Collector is hereby authorized to provide to any party entitled to redeem a Tax Sale Certificate two calculations of the amount required for redemption within a calendar year at no cost. For each subsequent calculation requested from the Tax Collector there shall be a fee of \$50.00. The Tax Collector is hereby authorized to charge a lienholder of a Tax Sale Certificate a fee of \$50.00 for the calculation of the amount due to redeem the Tax sale Certificate.

CERTIFICATION

I, Maureen Doloughty, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Township Committee of the Township of Holmdel at a meeting held on January 6, 2015.

Maureen Doloughty, RMC
Township Clerk

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM #

Meeting Date: January 5, 2016

Subject: Toll NJ IX, LP – Reserve at Holmdel Subdivider’s Agreement
Toll Holmdel, LLC – Regency at Holmdel Site Plan Agreement

Submitted by:

Approved by:

RECOMMENDAION

Adopt Resolution authorizing execution of Subdivider’s Agreement (Reserve at Holmdel) and Site Plan Agreement (Regency at Holmdel)

PREVIOUS ACTION

BACKGROUND

In accordance with the Planning Board approvals for Toll NJ IX, LP Reserve at Holmdel and for Toll Holmdel, LLC, Regency at Holmdel the Developers have submitted a Subdivider’s Agreement and Site Plan Agreement, respectively, which have been reviewed by the Township Attorney and the Township Engineer. They have found the documents to be acceptable and recommend the Township Committee accept the documents in order for them to be recorded in the Monmouth County Clerk’s office. It is in order to adopt a Resolution authorizing execution of the Agreements on behalf of the Township.

FISCAL IMPACT

None

Attachments:

Resolution
Subdivider’s Agreement
Site Plan Agreement

For Internal Use

Township Committee Action

**RESOLUTION AUTHORIZING EXECUTION OF SUBDIVIDER'S AGREEMENT FOR
RESERVE AT HOLMDEL AND SITE PLAN AGREEMENT FOR REGENCY AT
HOLMDEL**

WHEREAS, Planning Board approvals were granted for the Reserve at Holmdel and for the Regency at Holmdel and that a Subdivider's Agreement and Site Plan Agreement, respectively, are required by those approvals.

BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that the Mayor and Township Clerk are hereby authorized to execute the Subdivider's Agreement and Site Plan Agreement in accordance with the Planning Board approvals, respectively, for Toll NJ IX, LP and Toll Holmdel, LLC.

BE IT FURTHER RESOLVED that a true copy of this Resolution be forwarded to the Township Attorney and Township Engineer.

CERTIFICATION

I, Maureen Doloughty, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Township Committee of the Township of Holmdel at a meeting held on January 5, 2016.

Maureen Doloughty
Township Clerk

**SUBDIVIDER'S AGREEMENT
RESERVE AT HOLMDEL**

THIS SUBDIVIDER'S AGREEMENT (the "Agreement"), entered into this day of _____, 2015, between:

THE TOWNSHIP OF HOLMDEL, a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, with an address of 4 Crawfords Corner Road, Holmdel, NJ 07733 (the "Township")

AND

TOLL NJ IX, L.P., a New Jersey limited partnership having an address of 250 Gibraltar Road, Horsham, Pennsylvania 19044 (the "Developer");

affects all or a portion of real estate known as Block 11, Lot 38.03 (the "Property"), as such Property is identified on the Township's tax map and as such Property is shown on the subdivision plan entitled, "Holmdel Redevelopment-Major Subdivision Plan," prepared by Langan Engineering dated December 31, 2012, and last revised May 23, 2014, and recorded in the Monmouth County Clerk's Office on September 11, 2014, as Case No. 313, Sheet 23 (the "Redevelopment Area Plan"); and

WHEREAS, the Developer is the owner of the Property, which is located in the Township of Holmdel, Monmouth County, New Jersey, reflected on Redevelopment Area Plan; and

WHEREAS, by Resolution dated July 8, 2014 (the "Subdivision Resolution"), a copy of which is attached as Exhibit A, the

Planning Board of the Township of Holmdel (the "Planning Board") granted the Developer Preliminary and Final Major Subdivision Approval with Variances and Waivers (the "Subdivision Approval") to permit the development of 40 single-family building lots and three stormwater management lots, along with associated site improvements on the Subdivision Parcel (the "Single-Family Project") as such Single-Family Project is more fully described in the Subdivision Resolution and detailed on the Preliminary and Final Major Subdivision Plans for the Reserve at Holmdel, prepared by Kennedy Consulting Engineers, dated February 28, 2014, revised through August 3, 2015, consisting of 39 sheets, and the Preliminary and Final Major Subdivision Plans prepared by Gary A. Veenstra, PLS, of Langan Engineering, dated April 1, 2014, revised through October 20, 2015, consisting of 7 sheets, an index of which plans is attached as Exhibit B-1 and copies of which plans are attached as Exhibit B-2 (the "Subdivision Plan"); and

WHEREAS, the Property is within the Alcatel Lucent Redevelopment Area (the "Redevelopment Area," which, in addition to the Property includes Block 11, Lots 38.04, 38.05, 38.06, and 38.07 as identified on the Holmdel Township tax map and as shown on the Redevelopment Area Plan) and is proposed to be redeveloped in accordance with the redevelopment plan adopted by

the Township for the Property by Ordinance No. 2012-12 ("Redevelopment Plan"); and

WHEREAS, the Township and Somerset Holmdel Development I Urban Renewal, L.P. ("Somerset") previously entered into a Redevelopment Agreement dated June 10, 2014 pertaining to the redevelopment of the Redevelopment Area (the "Somerset Redevelopment Agreement"); and

WHEREAS, by Resolution dated February 4, 2014, a copy of which is attached as Exhibit C-1, the Township conditionally designated Toll Bros., Inc. ("Toll Bros."), then the contract purchaser of the Property from Somerset, as the "redeveloper" of the Property in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq.; and

WHEREAS, by Resolution dated February 17, 2015, a copy of which is attached as Exhibit C-2, the Township extended the conditional redeveloper designation of Toll Bros. to August 3, 2015; and

WHEREAS, the Developer is a limited partnership of the state of New Jersey that is 100% owned by Toll Land Corp. No. 10, which is 100% owned by Toll Bros.; and

WHEREAS, the Developer is the entity through which Toll Bros. is pursuing the redevelopment of the Property; and

WHEREAS, this Subdivider's Agreement shall also serve as the redevelopment agreement between the Township and the

Developer as to the Property; and

WHEREAS, this Agreement is meant to supplement the Somerset Redevelopment Agreement and the Subdivision Resolution and sets forth the Developer's obligations; and

WHEREAS, subject to paragraph No. 2, this Agreement shall govern the improvements required by the Subdivision Approval; and

WHEREAS, if the Developer is not the original Applicant for the Subdivision Approval, it agrees to be bound by all responsibilities and obligations as though it were the original Applicant for the Subdivision Approval; and

WHEREAS, the Planning Board has recommended acceptance of a performance guarantee in lieu of the improvements not yet installed for the Project in accordance with the Subdivision, according to Section 30-13.2 of the Holmdel Township Development Regulations Ordinance as amended and supplemented (hereinafter designated as the "Development Regulations Ordinance") with the understanding that the Developer agrees to install the improvements set forth herein on the engineer's estimates attached as Schedule A-1 and A-2 and in accordance with the Improvement Installation Plan set forth herein as Schedule B

attached hereto and made a part hereof (the "Improvement Installation Schedule"); and

WHEREAS, the Planning Board has recommended to the Governing Body of the Township of Holmdel (the "Township Committee") that the Township and the Developer enter into this agreement pursuant to Section 30-13.1b of the Development Regulations Ordinance, wherein the Developer will fulfill all of the requirements set forth in the Development Regulations Ordinance and complete all of the improvements set forth in Schedules A-1 and A-2 attached hereto and made a part hereof and in accordance with the Improvement Installation Schedule, or in accordance with any subsequent amendment to Schedules A-1 and A-2 as may be approved by the Township Committee; and

WHEREAS, the Developer has agreed and shall post the performance guarantees and install and construct the improvements required to the Roberts Road and Crawfords Corner Road intersection as set forth in Schedule A-2 attached hereto and made a part hereof (the "Roberts Road and Crawfords Corner Road Intersection Improvements") which improvements are also the subject of Somerset's improvement obligations under the Redevelopment Agreement; and

WHEREAS, the Developer, Township and Somerset have agreed that Developer shall be responsible for the Roberts Road and Crawfords Corner Road Intersection Improvements; and

WHEREAS, the Developer, the homeowners' association for the Single-Family Project, and/or Somerset, and each parties' respective successors or assigns shall maintain the property in accordance with the jurisdictional map attached hereto as Schedule E and incorporated herein by reference;

NOW, THEREFORE, and in consideration of the mutual promises described in this contract, together with other good and valuable consideration, the Township and the Developer (referred to collectively as the "Parties") hereby covenant and agree as follows:

1. The recitals set forth above and exhibits attached to this Agreement are hereby incorporated into this Agreement by reference and made a part hereof as if set forth at length herein.

2. The Parties agree that in the event of any conflict or inconsistency between this Agreement and any of the Somerset Redevelopment Agreement, or the Subdivision Resolution, the document that sets forth the more stringent standard for the Subdivision Approval will control.

3. The Developer, its successors and assigns will construct the Project and install all improvements as set forth in the Subdivision Plan and accompanying supplementary documentation as previously enumerated, in accordance with the provisions of the following paragraph 4.

4. The construction of the Project and installation of the improvements shall be done in accordance with all of the provisions of the Development Regulations Ordinance except for those provisions which have been expressly waived as set forth in Schedule C attached hereto. It is expressly understood that unless the waiver is set forth in Schedule C, no provision of the Development Regulations Ordinance is hereby waived even though there may be items on the Subdivision Plan and supplementary document which may not be in compliance with the Development Regulations Ordinance. Nothing herein shall constitute a waiver of any rights to which the Developer is otherwise entitled.

5. Developer shall provide and pay for all street lighting which must be installed in the subdivision. In the event the street(s) within the development are dedicated to the Township, but not yet accepted, the Developer's responsibility to pay for electricity costs for street lighting for a particular street shall terminate 30 days after the Developer notifies the Township in writing of the issuance of permanent Certificate

of Occupancy for 50% or more of the residential structures, if any, located on lots which have access from that particular street and 50% of the floor area of the nonresidential uses, if any, located on lots which have access from that particular street. The Developer herein further agrees that upon the Township assuming the cost of electricity for street lighting as set forth above, the street lights become the property of the Township of Holmdel. Notwithstanding the foregoing, pursuant to N.J.S.A. 40:55D-53.6, the Township shall have no responsibility for the payment for electricity for street lighting until the Developer has given notification in writing to the approving authority and to the Township Committee that the prerequisites set forth above have been achieved. In the absence of such written notification, responsibility for payment of electricity for street lighting will continue to remain with the Developer. The Developer agrees that, upon fulfillment of the above prerequisites, the Township is obligated to pay only the cost of electricity; the Developer bears full responsibility for all street lighting, installation, pole and fixture costs.

6. Subject to paragraph number 7 below, the Developer herein agrees to make a total cash deposit in the amount of

\$494,663.00 in accordance with Section 30-13.2b of the Development Regulations Ordinance and N.J.S.A. 40:55D-53. The total cash deposit represents the aggregate total for Phase 1 of \$267,507.00; Phase 2 of \$101,930.00; and Phase 3 of \$125,226.00 as shown on Schedule A-1. Any partial reduction granted in the performance guarantee(s) pursuant to N.J.S.A. 40:55D-53 shall be applied to the cash deposit(s) in the same proportion as the original cash deposit bears to the full amount of the performance guarantee. In addition, the Developer agrees to submit a Performance Bond(s) or Letter(s) of Credit in the total amount of \$4,451,967.00 to guarantee the site improvements listed on Schedule A-1, subject to paragraph number 8, below. The total amount of the Performance Bond or Letter of Credit represents the aggregate total for Phase 1 of \$2,407,563.00; Phase 2 of \$917,370.00; and Phase 3 of \$1,127,034.00 as shown on Schedule A-1. In addition, Developer shall be required to post the required performance guarantees and inspection fees for the Roberts Road and Crawfords Corner Road Intersection Improvements in accordance with Schedule A-2. The cash deposit(s) shall be held in the name of the Township and may be expended by the Township to complete the improvements provided for herein in the event completion of said improvements are not accomplished by the Developer in accordance with the Improvements Installation

Schedule. Said cash deposit(s) may be used by the Township to pay for any repairs for damage done to any adjoining property or to public facilities resulting from construction of the Project. The Developer agrees that in the event it is necessary for the Township to expend any part of the cash deposit(s) that the Developer shall replace the amount so used within thirty (30) days of the date the funds are disbursed. The use of the cash deposit(s) by the Township shall not be considered a release of the Developer or of any performance guarantee(s) and shall be without prejudice to any rights the Township may have in connection with the installation of the public improvements within the Project. Any Performance Bond(s) shall be executed by the Developer as Principal and Surety shall be an insurance company authorized to do business in this state. If the principal is a corporation, partnership or joint venture or similar entity, the Performance Bond(s) shall be executed in the name of such entity and, in addition, one (1) officer or director of the corporation, or one (1) of the general partners or joint venturer shall also execute the Performance Bond as a co-principal, individually.

7. In the event services are rendered by the Township for snow and ice control the Developer agrees to waive all rights to claim against the Township due to damage which the Township's

snow removal equipment might do to the improvements or other items obscured by the snow and agrees to accept the responsibility for any damage done to the Township's equipment during the snow removal operation. The Developer further agrees that the cash posted in accordance with paragraph 6 may be expended by the Township for reimbursement for snow removal and/or repairs for damage to snow plowing equipment or vehicles.

8. The Developer agrees to pay the costs of inspection of the required improvements by the Township Engineer upon the terms set forth in Section 30-13.3 of the Development Regulations Ordinance and pursuant to the applicable provisions of the Municipal Land Use Law.

9. Notwithstanding the terms or provisions of any other agreements, documents, instruments or other writings, whether recorded or not recorded, to which Developer, or its predecessor in title may be a party, upon Developer's compliance with the provisions of the Uniform Construction Code, certificates of occupancy for residential sale or occupancy shall be issued by the Township within the time limits set by the Uniform Construction Code.

10. The Developer agrees that no drainage structure, including those said to provide for drainage from building foundations, shall be installed unless specifically shown on the approved Subdivision Plan and supplementary documentation to the Subdivision Plan.

11. The Developer agrees that if, during construction, it finds that the conditions in the field differ from those depicted on said supplementary documentation, it shall immediately stop construction, inform the Township Engineer, and within thirty (30) days seek approval of revised supplementary documentation. The Township Engineer, however, may grant permission for construction to continue in those areas, and/or on those improvements, which he finds will in no way be affected by revisions required to accommodate the actual conditions.

12. The Developer agrees to post maintenance guarantees and the Township agrees to release performance and maintenance guarantees in accordance with the provisions of Section 30-13.10 of the Development Regulations Ordinance and the relevant provisions of N.J.S.A. 40:55D-53.

13. In the event the Project shall result in the formation of an Association which shall qualify as a qualified private community pursuant to the Municipal Services Act (hereafter "MSA"), N.J.S.A. 40:67-23.2 et. seq., the Developer shall provide all services set forth in the MSA until the earlier of 1) release of 100% of the performance guarantees and final acceptance of the streets within the project; or 2) the point at which the Developer is required to terminate its control of the Association's executive board pursuant to the provision of the Planned Real Estate

Development Full Disclosure Act, N.J.S.A. 45:22A-47a(3). The intent of this provision is to require the Developer to provide MSA services pursuant to the holding of the N.J. Supreme Court in Ramapo River Reserve Homeowners Association, Inc. v. Borough of Oakland, 186 N.J. 439 (2006).

14. The Plans shall be assignable to a successor in interest by conveyance or assignment only in the event the new purchaser or assignee executes an agreement in writing agreeing to all terms, conditions and provisions of this Agreement, the Somerset Redevelopment Agreement, the Subdivision Resolution, and the Subdivision Plan and supplementary documentation and posts new performance guarantee(s). If the purchaser or assignee fails to execute such an agreement, the Township shall have the right to withdraw the Subdivision Approval and proceed with such other relief as may be appropriate. Any assignment of the provisions of this Agreement by the Developer must be submitted to the Township Attorney for review and approval as to form. Such review shall be done without undue delay and such approval shall not be unreasonably withheld. The Township may assign this Agreement to another public entity or other qualified agency.

15. Nothing in these agreements shall make invalid any requirements or provisions of the Development Regulations Ordinance.

16. Any provision of these agreements can be amended by action of both parties, in accordance with the provisions of the Development Regulations Ordinance.

17. In the event any performance guarantee should lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect, the Developer, until an approved replacement performance guarantee has been deposited with the Township, will cease and desist any and all work on the portion of the Project covered by the expired performance guarantee, unless the required improvements have been completed and approved by the Township Engineer and Township Committee.

18. In the event that any insurance company, financial institution or other entity issuing a performance guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a State or Federal Agency has taken over management of the entity or if, in the reasonable opinion of the Governing Body, the circumstances and condition of the entity results in the Township declaring that its interests are jeopardized, within 90 days of such written notification, the

Developer shall replace the performance guarantees. In the event requested by the Developer, the Township shall adopt a Resolution conditionally releasing the jeopardized performance guarantees subject to the posting of satisfactory substitute guarantees.

19. Developer understands and agrees that in the event it is in violation of any of the terms of this Agreement, the Township may, in its reasonable discretion and in accordance with applicable law, withhold the issuance of any further building permits and/or certificates of occupancy related to the Developer's project until the violation has been corrected. Developer understands and acknowledges that all conditions contained in the Resolutions and the record of the proceedings in this matter, including any agreements made by the Developer, were essential to the Planning Board's decision to grant the approval set forth herein. A breach of any such condition or a failure by the Developer to adhere to the terms of any agreement within the time required shall result in the automatic revocation of the within approval and shall terminate the right of the Developer to obtain construction permits, certificates of occupancy or any other governmental authorizations necessary in order to continue development of the project.

20. During the course of construction and up and until the time of final acceptance, Developer shall maintain, or shall be responsible for having others maintain, all roads, if any, within the subdivision, which maintenance shall include snow plowing, salting, sanding and repair. In the event services are rendered by the Township for snow and ice control, reimbursement to the Township will be made from the inspection fee escrow account. In the event that, through Developer's non-performance, the Township determines to snow plow streets not yet accepted as public streets in order to preserve public safety, the Owners-Developer agree to waive all rights to claim against the Township due to damage which the Township's snow removal equipment might do to the improvements or other items obscured by the snow and agree to accept the responsibility for any damage done to the Township's equipment during the snow removal operation.

21. The improvements contemplated by this Agreement and the Subdivision Approval shall be performed in accordance with the Improvement Installation Schedule. The failure of the Township to declare the Developer in default upon the expiration of the time period and/or the willingness of the Township to allow the Developer additional time within which to complete the improvements shall not be deemed a waiver of any of its rights under this Agreement. The issuance of COs by the Township within the time period shall not be deemed a

waiver for defects ascertained during said period or subsequent thereto.

22. The Developer hereby specifically and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. The Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and is undertaking them voluntarily.

23. Any payments, posting of any cash deposit(s) or performance guarantee(s) or other financial obligation required to be performed by the Developer in this Agreement, unless specifically set forth otherwise, shall be done and/or performed prior to the release of final Subdivision Plan.

24. Consistent with the Developer's obligation to post maintenance guarantees with the Township in accordance with Paragraph 12 above, for a period of two (2) years after the acceptance of the improvements by the Township, the Developer agrees to hold the Township harmless from any defects of workmanship or materials.

25. Notwithstanding the release of any final Subdivision Plan, the Developer specifically acknowledges and understands that the Township has not with the release of any maps or

executions of this Agreement or any other document, accepted any improvement or title to any open spaces proposed in the subject Property which acceptance can only be accomplished by separate resolution of the Township Committee. Further, Developer agrees that any proposed open space or other lands offered for acceptance by the Township Committee shall be kept and maintained free of litter, rubbish, garbage, trash and debris by the Developer, and unless such land is recommended for acceptance in its natural state by the Environmental Commission and Planning Board, the Developer shall, upon notice from the Township, remove from any such lands brush, weeds, dead and dying trees, stumps, roots, obnoxious growths and shall cause any grass on such lands to be mowed.

26. The Developer shall also comply with the following terms and conditions prescribed by the Township in connection with final approval of said plat:

- (a) Compliance with all requirements of all Ordinances of the Township and all proper recommendations of the Township Engineer and the Township Board of Health.
- (b) All recommendations, conditions and requirements of the Monmouth County Planning Board shall be complied with and the Developer shall pay all costs of improvements, if any, as may be required by said Monmouth County Planning Board including the posting of any Bonds by the aforesaid County of Monmouth.

(c) Developer shall post satisfactory performance Bonds to guarantee the installation of such improvements as may be required by Monmouth County, if any.

27. Developer grants permission for this Agreement to be recorded in the Monmouth County Clerk's Office.

28. The Developer shall be responsible for the cleaning and sweeping of the public roadways at the point of entrance to and exit from the Project to avoid the accumulation of debris and to maintain the public roadways in a clean and safe condition. In addition, as soon as the first CO is issued within the Project (or, if the Project is to be undertaken in sections or phases, as soon as the first CO is issued for such section or phase), the foregoing standard applicable to public roadways shall also become applicable to any internal roadways (in such section or phase, if applicable) even though such roadways may not have been accepted by the municipality. In the event that the Developer fails to maintain the roadways in accordance with the foregoing standard, the Township may cause same to be done and the Superintendent of the Department of Public Works shall certify the Township's expense in connection therewith to the Township Treasurer and the Township Tax Collector. Said amount shall constitute a lien upon the premises, and

permission is hereby given that such lien may be shown on municipal certificates of lien issued for the subject property by officials and/or employees of the Township.

29. Developer shall provide to the Township such documents, including but not limited to Deeds, Affidavit of Title, Corporate Resolutions to Convey and a letter or certificate from a title insurance company which certifies that Grantor is the fee owner of the property and has the ability to transfer the interest conveyed without encumbrances, as are necessary to convey a valid and marketable easement(s) or fee title, as the case may be, to such dedications of property or easements as revealed on the plat.

30. In the event the Township Attorney advises that the Township requires a title policy to be issued insuring the Township=s interests in the conveyances, the Developer agrees that if the title policy is not issued within forty-five (45) days from the date the Deeds of conveyance are recorded, the Township may require that all development work cease and the Developer shall be considered in violation of its approvals.

31. In the event the Township is involved in any litigation, or other similar action, initiated by others against the Township, which action relates in any way to the terms of this Agreement, the Developer agrees to pay/reimburse the Township for all costs and expenses, including reasonable attorney's fees and expert witness fees. If the Township initiates action against the Developer for failure to adhere

to the terms of this Agreement, or if the Township must defend itself in an action brought by the Developer, in the event the Township shall prevail, the Developer agrees to pay/reimburse the Township for all costs and expenses, including reasonable attorney's fees and expert witness fees. The Township shall in either case have the option of having such fees taxed in the underlying action, or maintaining a separate action for same.

32. The Township, its consultants, employees and agents shall be given free access to observe construction of roads, sanitary sewers, water mains, storm sewers, landscaping for buffer areas and appurtenances associated with the approved plan. The purpose of such observations shall be limited to providing the Township with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's approved submittals. The Township or its representatives, consultants, employees or agents shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and progress incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer hereby expressly agrees to indemnify

and hold the Township, its representatives, consultants, employees and agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement except in the event that such injury or damage was caused by the intentional wrongdoing or gross negligence of the indemnified party. The Developer further agrees to aid and defend the Township, its representatives, consultants, employees and agents in the event that the Township, its representatives, consultants, employees and agents is named as a defendant in an action concerning the performance of work pursuant to this Agreement except in the event of negligence or wrongdoing by such indemnified parties. The Developer is not an agent or employee of the Township.

33. The Developer shall comply with all Special Conditions which are set forth in the Subdivision Resolution. The Special Conditions are attached hereto as Schedule D and incorporated by reference herein. By inclusion of this paragraph specifically referencing the Special Conditions set forth in the Subdivision Resolution, no inference is to be drawn that the Developer is relieved of compliance with all other provisions of the Subdivision Resolution.

34. The Developer agrees to construct the Single Family Project in accordance with the Subdivision Approval which is permitted under the Redevelopment Plan.

35. Following the Developer's completion and the Township's acceptance of the improvements contemplated by the Subdivision Approval and this Agreement, the Township will issue a certificate of completion and the "redevelopment area" designation on the Property shall automatically lift such the Property will no longer be considered an "area in need of redevelopment" under the New Jersey Local Housing and Redevelopment Law N.J.S.A. 40A:12A-1 et. seq.

36. Developer will construct the sidewalk along Roberts Road, as well as the sidewalk along Crawfords Corner Road between sidewalk installed by Somerset and Roberts Road as shown on the Subdivision Plans.

37. Developer and/or the future homeowners association will be responsible to maintain all landscape berms within the Property and that all berms must be irrigated for long term durability.

38. Following the Township's acceptance of the improvements contemplated by this Agreement, upon request of the Developer, the Township will by appropriate resolution or ordinance, issue a certificate of completion for the Project and the Property and improvements shall no longer be subject to eminent domain.

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be signed by its proper authorized parties and has caused its proper seals, if any, to be affixed hereto. The Township has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper corporate seal to be affixed as of the date and year first above written.

ATTEST: (Affix Seal)

TOWNSHIP OF HOLMDEL

MAUREEN DOLOUGHTY, Tp. Clerk

By: _____
ERIC HINDS, Mayor

IF CORPORATE DEVELOPER:

WITNESS:

TOLL NJ IX, L.P.
BY: TOLL LAND CORP. NO. 10
General Partner

By: _____
Name: Matthew Markovich
Authorized Representative

ACKNOWLEDGMENTS

STATE OF NEW JERSEY:

:SS

COUNTY OF MONMOUTH :

On this _____ day of _____, 2015, before me, the subscriber, personally appeared MAUREEN DOLOUGHTY, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Clerk of the TOWNSHIP OF HOLMDEL, the municipal corporation named in the within Instrument; that ERIC HINDS is the Mayor of said Township; that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Township Committee of the Township; that deponent well knows the corporate seal of said Township; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Township, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

NOTARY PUBLIC OF NEW JERSEY

MAUREEN DOLOUGHTY
Township Clerk

STATE OF NEW JERSEY:

SS.:

COUNTY OF MONMOUTH :

I CERTIFY that on this _____ day of _____, 2015, before me, the undersigned, personally appeared, Matthew Markovich, an Authorized Representative of Toll Land Corp. No. 10, a Delaware corporation, which is, itself, a general partner of Toll NJ IX, L.P., the New Jersey limited partnership, which is named in this Agreement, who I am satisfied is the person who signed this Agreement, and he did acknowledge under oath that:

(a) he signed and delivered the attached Agreement in his capacity as such Authorized Representative; and

(b) this Agreement was signed as the voluntary act and deed of Toll NJ IX, L.P., made by virtue and authority as a limited partnership.

Notary Public

SITE PLAN AGREEMENT
REGENCY AT HOLMDEL

THIS SITE PLAN AGREEMENT (the "**Agreement**"), entered into this day of , 2015, between:

THE TOWNSHIP OF HOLMDEL, a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, with an address of 4 Crawfords Corner Road, Holmdel, NJ 07733 (the "**Township**")

AND

TOLL HOLMDEL, LLC, a New Jersey limited liability company with an address of 250 Gibraltar Road, Horsham, Pennsylvania 19044 (the "**Developer**");

affects all or a portion of real estate known as Block 11, Lots 38.04 and 38.06 (the "**Property**"), as such Property is identified on the Township's tax map and as such Property is shown on the subdivision plan entitled, "Holmdel Redevelopment-Major Subdivision Plan," prepared by Langan Engineering dated December 31, 2012, and last revised May 23, 2014, and recorded in the Monmouth County Clerk's Office on September 11, 2014, as Case No. 313, Sheet 23, (the "**Redevelopment Area Plan**"); and

WHEREAS, the Developer is the owner of the Property, which is located in the Township of Holmdel, Monmouth County, New Jersey, reflected on Redevelopment Area Plan; and

WHEREAS, by Resolution dated August 12, 2014 (the "**Site Plan Resolution**"), a copy of which is attached as Exhibit

A, the Planning Board granted the Developer Preliminary and Final Major Site Plan Approval with Variances and Waivers (the "Site Plan Approval") to permit the development of 185 age-restricted townhome units and associated site improvements on the Property (the "Project") as such Project is more fully described in the Site Plan Resolution and more fully detailed on the Preliminary and Final Major Site Plan for the Reserve at Holmdel, prepared by Kennedy Consulting Engineers, dated March 14, 2014, revised through September 4, 2015, consisting of 49 sheets and the Overall Easement Plan prepared by Gary A. Veenstra, PLS, of Langan Engineering, dated May 26, 2015, revised through August 5, 2015, consisting of 4 sheets, an index for which plans is attached as Exhibit B-1 and copies of which plans are attached as Exhibit B-2 (collectively, the "Site Plan");

WHEREAS, the Property is within the Alcatel Lucent Redevelopment Area (the "Redevelopment Area," which, in addition to the Property includes Block 11, Lots 38.03, 38.05, and 38.07 as identified on the Holmdel Township tax map) and is proposed to be redeveloped in accordance with the redevelopment plan adopted by the Township for the Property by Ordinance No. 2012-12 ("Redevelopment Plan"); and

WHEREAS, the Township and Somerset Holmdel Development I Urban Renewal, L.P. ("Somerset") previously entered into a

Redevelopment Agreement dated June 10, 2014 pertaining to the redevelopment of the Redevelopment Area (the "Somerset Redevelopment Agreement"); and

WHEREAS, by Resolution dated February 4, 2014, a copy of which is attached as Exhibit C, the Township conditionally designated Toll Bros., Inc. ("Toll Bros."), then the contract-purchaser of the Property from Somerset, as the "redeveloper" of the Property in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq.; and

WHEREAS, by Resolution dated February 17, 2015, a copy of which is attached as Exhibit D, the Township extended the conditional redeveloper designation of Toll Bros. to August 3, 2015; and

WHEREAS, as part of this Site Plan Agreement, the Township designates Developer as the designated redeveloper of the Property;

WHEREAS, the Developer is a limited liability company of the state of New Jersey that is 100% owned by its managing member, Toll NJ IX, L.P., a limited partnership of the State of New Jersey that is 100% owned by Toll Land Corp. No. 10, which is 100% owned by Toll Bros.; and

WHEREAS, the Developer is the entity through which Toll Bros. is pursuing the redevelopment of the Property; and

WHEREAS, this Agreement shall serve as the Site Plan and Redevelopment Agreement that relates to the redevelopment of the Property with the Project; and

WHEREAS, under the Site Plan Resolution, the Site Plan Approval is specifically subject to the terms of the Somerset Redevelopment Agreement; and

WHEREAS, this Agreement is meant to supplement the Somerset Redevelopment Agreement and the Site Plan Resolution; and

WHEREAS, subject to Paragraph 2 below, this Agreement shall govern the improvements required by the Site Plan Approval; and

WHEREAS, if the Developer is not the original Applicant for the Site Plan Approval, it agrees to be bound by all responsibilities and obligations as though it were the original Applicant; and

WHEREAS, the Planning Board has recommended acceptance of a performance guarantee in lieu of the improvements not yet installed for the Project in accordance with the Site Plan, according to Section 30-13.2 of the Holmdel Township Development Regulations Ordinance as amended and supplemented (hereinafter designated as the "Development Regulations Ordinance") with the understanding that the Developer agrees to install the improvements set forth herein on the engineer's estimate attached as Schedule A and in accordance with the Improvement Installation Schedule set forth herein as Schedule B attached

hereto and made a part hereof (the "Improvement Installation Schedule"); and

WHEREAS, the Planning Board has recommended to the Governing Body of the Township of Holmdel (the "Township Committee") that the Township and the Developer enter into this agreement pursuant to Section 30-13.1b of the Development Regulations Ordinance, wherein the Developer will fulfill all of the requirements set forth in the Development Regulations Ordinance and complete all of the improvements set forth in Schedule A attached hereto and made a part hereof, and in accordance with the Improvement Installation Schedule or in accordance with any subsequent amendment to Schedule A or Schedule B as may be approved by the Township Committee;

WHEREAS, the Developer, Project and/or Somerset, the homeowners' association and each parties' respective successors or assigns shall maintain the property in accordance with the jurisdictional map attached hereto as Schedule E and incorporated herein by reference;

NOW, THEREFORE, and in consideration of the mutual promises described in this contract, together with other good and valuable consideration, the Township and the Developer (referred to collectively as the "Parties") hereby covenant and agree as follows:

1. The recitals set forth above and exhibits attached to this Agreement are hereby incorporated into this Agreement by reference and made a part hereof as if set forth at length herein.

2. The Parties agree that in the event of any conflict or inconsistency between this Agreement and the Somerset Redevelopment Agreement, that this Agreement shall control.

3. The Developer, its successors and assigns will construct the Project and install all improvements as set forth in the Site Plan and accompanying supplementary documentation as previously enumerated, in accordance with the provisions of the following paragraph number 4.

4. The construction of the Project and installation of the improvements shall be done in accordance with all of the provisions of the Development Regulations Ordinance except for those provisions which have been expressly waived as set forth in Schedule C attached hereto. It is expressly understood that unless the waiver is set forth in Schedule C, no provision of the Development Regulations Ordinance is hereby waived even though there may be items on the Site Plan and supplementary documentation which may not be in compliance with the Development Regulations Ordinance. Nothing herein shall constitute a waiver of any rights to which the Developer is otherwise entitled.

5. The Developer herein agrees to pay for the purchase and installation of street lights in accordance with the Township's Ordinances, said lights to be installed by the time the first certificate of occupancy is issued.

6. Subject to paragraph number 8 below, the Developer herein agrees to make a total cash deposit in the amount of \$853,201.00 in accordance with Section 30-13.2b of the Development Regulations Ordinances and N.J.S.A. 40:55D-53. The cash deposit can be paid in phases as provided on Schedule A. Any partial reduction granted in the performance guarantee(s) pursuant to N.J.S.A. 40:55D-53 shall be applied to the cash deposit(s) in the same proportion as the original cash deposit bears to the full amount of the performance guarantee. In addition, the Developer agrees to submit a Performance Bond(s) or Letter(s) of Credit in the total amount of \$7,678,809.00 to guarantee the site improvements listed on Schedule A, subject to paragraph number 8, below. As contemplated in Paragraph 8 below, the performance guarantees may be posted in phases by the Developer as set forth on Schedule A. The cash deposit(s) shall be held in the name of the Township and may be expended by the Township to complete the improvements provided for herein in the event completion of said improvements are not accomplished by the Developer in accordance with the Improvement Installation Schedule. Said cash deposit(s) may be used by the Township to

pay for any repairs for damage done to any adjoining property or to public facilities resulting from construction of the Project. The Developer agrees that in the event it is necessary for the Township to expend any part of the cash deposit(s) that the Developer shall replace the amount so used within thirty (30) days of the date the funds are disbursed. The use of the cash deposit(s) by the Township shall not be considered a release of the Developer or of any performance guarantee(s) and shall be without prejudice to any rights the Township may have in connection with the installation of the public improvements within the Project. Any Performance Bond(s) shall be executed by the Developer as Principal and Surety shall be an insurance company authorized to do business in this state. If the principal is a corporation, partnership or joint venture or similar entity, the Performance Bond(s) shall be executed in the name of such entity and, in addition, one (1) officer or director of the corporation, or one (1) of the general partners or joint venturer shall also execute the Performance Bond as a co-principal, individually.

7. In the event services are rendered by the Township for snow and ice control the Developer agrees to waive all rights to claim against the Township due to damage which the Township's snow removal equipment might do to the improvements or other items obscured by the snow and agrees to accept the

responsibility for any damage done to the Township's equipment during the snow removal operation. The Developer further agrees that the cash posted in accordance with paragraph 6 may be expended by the Township for reimbursement for snow removal and/or repairs for damage to snow plowing equipment or vehicles.

8. The Parties agree that the Project is contemplated to be developed in multiple sections or phases as set forth on Schedule A. Notwithstanding anything in this Agreement to the contrary, the Developer may elect to post separate cash deposits and performance guarantees, all in accordance with N.J.S.A. 40:55D-53, for each section or phase of the Project, if the Project is to be undertaken in sections or phases.

9. The Developer agrees to pay the costs of inspection of the required improvements by the Township Engineer upon the terms set forth in Section 30-13.3 of the Development Regulations Ordinance and pursuant to the applicable provisions of the Municipal Land Use Law.

10. Notwithstanding the terms or provisions of any other agreements, documents, instruments or other writings, whether recorded or not recorded, to which Developer, or its predecessor in title may be a party, upon Developer's compliance with the provisions of the Uniform Construction Code, certificates of occupancy for residential sale or occupancy shall be issued

by the Township within the time limits set by the Uniform Construction Code.

11. The Developer agrees that no drainage structure, including those said to provide for drainage from building foundations, shall be installed unless specifically shown on the approved Site Plan and supplementary documentation to the Site Plan.

12. The Developer agrees that if, during construction, it finds that the conditions in the field differ from those depicted on said supplementary documentation, it shall immediately stop construction, inform the Township Engineer, and within thirty (30) days seek approval of revised supplementary documentation. The Township Engineer, however, may grant permission for construction to continue in those areas, and/or on those improvements, which he finds will in no way be affected by revisions required to accommodate the actual conditions.

13. The Developer agrees to post maintenance guarantees and the Township agrees to release performance and maintenance guarantees in accordance with the provisions of Section 30-13.10 of the Development Regulations Ordinance and the relevant provisions of N.J.S.A. 40:55D-53.

14. In the event the Project shall result in the formation of an Association which shall qualify as a qualified private community pursuant to the Municipal Services Act (hereafter "MSA"), N.J.S.A. 40:67-23.2 et. seq., the Developer shall provide all services set forth in the MSA until the earlier of 1) release of 100% of the performance guarantees and final acceptance of the streets within the project; or 2) the point at which the Developer is required to terminate its control of the Association's executive board pursuant to the provision of the Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-47a(3). The intent of this provision is to require the Developer to provide MSA services pursuant to the holding of the N.J. Supreme Court in Ramapo River Reserve Homeowners Association, Inc. v. Borough of Oakland, 186 N.J. 439 (2006).

15. The Plans shall be assignable to a successor in interest by conveyance or assignment only in the event the new purchaser or assignee executes an agreement in writing agreeing to all terms, conditions and provisions of this Agreement, the Site Plan Resolution, and the Site Plan and supplementary documentation and posts new performance guarantee(s). If the purchaser or assignee fails to execute such an agreement, the Township shall have the right to withdraw the Site Plan Approval and proceed with such other relief as may be appropriate. Any assignment of the provisions of this Agreement by the Developer

must be submitted to the Township Attorney for review and approval as to form. Such review shall be done without undue delay and such approval shall not be unreasonably withheld. The Township may assign this Agreement to another public entity or other qualified agency.

16. Nothing in these agreements shall make invalid any requirements or provisions of the Development Regulations Ordinance.

17. Any provision of these agreements can be amended by action of both parties, in accordance with the provisions of the Development Regulations Ordinance.

18. In the event any performance guarantee should lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect, the Developer, until an approved replacement performance guarantee has been deposited with the Township, will cease and desist any and all work on the portion of the Project covered by the expired performance guarantee, unless the required improvements have been completed and approved by the Township Engineer and Township Committee.

19. In the event that any insurance company, financial institution or other entity issuing a performance guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a State or Federal Agency has taken over management of the entity or if, in the reasonable opinion of the

Governing Body, the circumstances and condition of the entity results in the Township declaring that its interests are jeopardized, within 90 days of such written notification, the Developer shall replace the performance guarantees. In the event requested by the Developer, the Township shall adopt a Resolution conditionally releasing the jeopardized performance guarantees subject to the posting of satisfactory substitute guarantees.

20. During the course of construction and up and until the time of final acceptance, Developer shall maintain, or shall be responsible for having others maintain, all roads, if any, within the Project, which maintenance shall include snow plowing, salting, sanding and repair. In the event services are rendered by the Township for snow and ice control, reimbursement to the Township will be made from the inspection fee escrow account. In the event that, through Developer's non performance, the Township determines to snow plow streets not yet accepted as public streets in order to preserve public safety, the Owners-Developer agree to waive all rights to claim against the Township due to damage which the Township's snow removal equipment might do to the improvements or other items obscured by the snow and agree to accept the responsibility for any damage done to the Township's equipment during the snow removal operation.

21. Developer understands and agrees that in the event it is in violation of any of the terms of this Agreement, the Township may, in its reasonable discretion and in accordance with applicable law, withhold the issuance of any further building permits and/or certificates of occupancy related to the Developer's project until the violation has been corrected. Developer understands and acknowledges that all conditions contained in the Resolutions and the record of the proceedings in this matter, including any agreements made by the Developer, were essential to the Planning Board's decision to grant the approval set forth herein. A breach of any such condition or a failure by the Developer to adhere to the terms of any agreement within the time required shall result in the automatic revocation of the within approval and shall terminate the right of the Developer to obtain construction permits, certificates of occupancy or any other governmental authorizations necessary in order to continue development of the project.

22. The improvements contemplated by this Agreement and the Site Plan Approval shall be performed in accordance with the Improvement Installation Schedule. The failure of the Township to declare the Developer in default upon the expiration of the time period and/or the willingness of the Township to allow the Developer additional time within which to complete the improvements shall not be deemed a waiver of any of its rights

under this Agreement. The issuance of COs by the Township within the time period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto.

23. The Developer hereby specifically and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. The Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and is undertaking them voluntarily.

24. Any payments, posting of any cash deposit(s) or performance guarantee(s) or other financial obligation required to be performed by the Developer in this Agreement, unless specifically set forth otherwise, shall be done and/or performed prior to the release of final Site Plan.

25. For a period of two (2) years after the acceptance of the improvements by the Township, the Developer agrees to hold the Township harmless from any defects of workmanship or materials.

26. Notwithstanding the release of any final Site Plan, the Developer specifically acknowledges and understands that the Township has not, with the release of any maps or executions of this Agreement or any other document, accepted any improvement or title to any open spaces proposed in the subject Property

which acceptance can only be accomplished by separate resolution of the Township Committee. Further, Developer agrees that any proposed open space or other lands offered for acceptance by the Township Committee shall be kept and maintained free of litter, rubbish, garbage, trash and debris by the Developer, and, unless such land is recommended for acceptance in its natural state by the Environmental Commission and Planning Board, the Developer shall, upon notice from the Township, remove from any such lands brush, weeds, dead and dying trees, stumps, roots, obnoxious growths and shall cause any grass on such lands to be mowed.

27. The Developer shall also comply with the following terms and conditions prescribed by the Township in connection with final approval of said plat:

(a) Compliance with all requirements of all Ordinances of the Township and all proper recommendations of the Township Engineer and the Township Board of Health.

(b) All recommendations, conditions and requirements of the Monmouth County Planning Board shall be complied with and the Developer shall pay all costs of improvements, if any, as may be required by said Monmouth County Planning Board including the posting of any Bonds by the aforesaid County of Monmouth.

(c) Developer shall post satisfactory performance Bonds to guarantee the installation of such improvements as may be required by Monmouth County, if any.

28. Developer grants permission for this Agreement to be recorded in the Monmouth County Clerk's Office.

29. The Developer shall be responsible for the cleaning and sweeping of the public roadways at the point of entrance to and exit from the Project to avoid the accumulation of debris and to maintain the public roadways in a clean and safe condition. In addition, as soon as the first CO is issued within the Project (or, if the Project is to be undertaken in sections or phases, as soon as the first CO is issued for such section or phase), the foregoing standard applicable to public roadways shall also become applicable to any internal roadways (in such section or phase, if applicable) even though such roadways may not have been accepted by the municipality. In the event that the Developer fails to maintain the roadways in accordance with the foregoing standard, the Township may cause same to be done and the Superintendent of the Department of Public Works shall certify the Township's expense in connection therewith to the Township Treasurer and the Township Tax Collector. Said amount shall constitute a lien upon the premises, and permission is hereby given that such lien may be shown on municipal certificates of lien issued for the subject property by officials and/or employees of the Township.

30. Developer shall provide to the Township such documents, including but not limited to Deeds, Affidavit of Title,

Corporate Resolutions to Convey and a letter or certificate from a title insurance company which certifies that Grantor is the fee owner of the property and has the ability to transfer the interest conveyed without encumbrances, as are necessary to convey a valid and marketable easement(s) or fee title, as the case may be, to such dedications of property or easements as revealed on the plat.

31. In the event the Township Attorney advises that the Township requires a title policy to be issued insuring the Township's interests in the conveyances, the Developer agrees that if the title policy is not issued within forty-five (45) days from the date the Deeds of conveyance are recorded, the Township may require that all development work cease and the Developer shall be considered in violation of its approvals.

32. In the event the Township is involved in any litigation, or other similar action, initiated by others against the Township, which action relates in any way to the terms of this Agreement, the Developer agrees to pay/reimburse the Township for all costs and expenses, including reasonable attorney's fees and expert witness fees. If the Township initiates action against the Developer for failure to adhere to the terms of this Agreement, or if the Township must defend itself in an action brought by the Developer, in the event the Township shall prevail, the Developer agrees to pay/reimburse

the Township for all costs and expenses, including reasonable attorney's fees and expert witness fees. The Township shall in either case have the option of having such fees taxed in the underlying action, or maintaining a separate action for same.

33. The Township, its consultants, employees and agents shall be given free access to observe construction of roads, sanitary sewers, water mains, storm sewers, landscaping for buffer areas and appurtenances associated with the approved plan. The purpose of such observations shall be limited to providing the Township with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's approved submittals. The Township or its representatives, consultants, employees or agents shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and progress incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer hereby expressly agrees to indemnify and hold the Township, its representatives, consultants, employees and agents harmless from and against all claims, costs and liability of every kind and nature, for injury

or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the Township, its representatives, consultants, employees and agents in the event that the Township, its representatives, consultants, employees and agents is named as a defendant in an action concerning the performance of work pursuant to this Agreement except in the event of negligence or wrongdoing by such indemnified parties. The Developer is not an agent or employee of the Township.

34. The Developer shall comply with all Special Conditions which are set forth in the Site Plan Resolution. The Special Conditions are attached hereto as Schedule D and incorporated by reference herein. By inclusion of this paragraph specifically referencing the Special Conditions set forth in the Site Plan Resolution, no inference is to be drawn that the Developer is relieved of compliance with all other provisions of the Site Plan Resolution.

35. Following the Township's acceptance of the improvements contemplated by this Agreement, upon request of the Developer, the Township will, by appropriate Ordinance or resolution, issue a certificate of completion for the Project and the Property and improvements shall no longer be subject to eminent domain.

36. Developer and/or the future homeowners association will be responsible to maintain all landscape berms and that all berms must be irrigated for long term durability.

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be signed by its proper authorized parties and has caused its proper seals, if any, to be affixed hereto. The Township has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper corporate seal to be affixed as of the date and year first above written.

ATTEST: (Affix Seal)

TOWNSHIP OF HOLMDEL

MAUREEN DOLOUGHGY, Tp. Clerk

ERIC HINDS, Mayor

WITNESS:

TOLL HOLMDEL, LLC

BY: TOLL NJ IX, L.P., Managing
Member

BY: TOLL LAND CORP. NO. 10
General Partner of Managing Member

By:

Name: Matthew Markovich
Authorized Representative

STATE OF NEW JERSEY:

SS.:

COUNTY OF MONMOUTH :

I CERTIFY that on this _____ day of _____, 2015, before me, the undersigned, personally appeared, Matthew Markovich, an Authorized Representative of Toll Land Corp. No. 10, a Delaware corporation, which is, itself, a general partner of Toll NJ IX, L.P., the New Jersey limited partnership, which is, itself, a managing member of Toll Holmdel, LLC, the New Jersey limited liability company, which is named in the attached Agreement, who I am satisfied is the person who signed this Agreement, and he did acknowledge under oath that:

(a) he signed and delivered the attached Agreement in his capacity as such Authorized Representative; and

(b) this Agreement was signed as the voluntary act and deed of Toll Holmdel, LLC, made by virtue and authority of its members.

Notary Public

Resolution Assigning Registrar of Dogs to the Tax Collector's Office

BE IT RESOLVED that the duties of Registrar of Dogs be assigned to the Tax Collector's Office.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016.

Maureen Doloughy, RMC
Township Clerk

Resolution Appointing the Township Clerk as the Assessment Searcher

BE IT RESOLVED that the Township Clerk be Assessment Searcher for the Township of Holmdel.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016.

Maureen Doloughy, RMC
Township Clerk

Adopt Resolution Authorizing Actions to be Taken by Special Council Throughout 2016

WHEREAS, Counterclaims must be filed within 20 days of service of a Tax Court complaint; and

WHEREAS, the Township Committee meeting date may fall outside of that timeline.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that Special Tax Counsel is hereby authorized to file counterclaims with the Tax Court of New Jersey regarding any tax appeal filed with the Tax Court of New Jersey; and

BE IT FURTHER RESOLVED that Special Tax Counsel is authorized to do what is necessary or desirable to effectuate settlement of any tax case, without prejudice to the township's interest in any other pending or future tax assessment appeal.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016

Maureen Doloughy, RMC
Township Clerk

Resolution Authorizing Various Actions to be Taken Throughout 2015 by the Assessor

WHEREAS, statutory provision is made for review and correction of errors prior to certification of an assessment list, and,

WHEREAS, provision is also allowed for the discovery and correction of errors after establishment of the tax rate, and,

WHEREAS, changes in property ownership at times necessitates adjustments in the veterans and/or senior citizen deductions allowed on the assessment list, and,

WHEREAS, responsibility for maintenance and correction for assessments and the assessment list rests with the local Assessor subject to laws and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Holmdel that the Assessor fulfilling the duties and requirements of his office, be authorized to file with the Monmouth County Board of Taxation such appeals as may be necessary to maintain accuracy and equality in the assessment list of the Township of Holmdel, and,

BE IT FURTHER RESOLVED that the Assessor is hereby authorized to execute Stipulations of Settlement on behalf of the Township of Holmdel, and,

BE IT FURTHER RESOLVED that the Assessor is hereby authorized to file complaints on behalf of the Township of Holmdel based upon farmland roll-back procedures, and,

BE IT FURTHER RESOLVED that the Assessor is hereby authorized to file cross petitions of appeal and counterclaims.

CERTIFICATION

I, Maureen Doloughty, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016.

Maureen Doloughty, RMC
Township Clerk

**RESOLUTION AUTHORIZING ASSESSOR TO ACT AS AGENT FOR HOLMDEL
TOWNSHIP FOR THE PURPOSE OF FILING AND SETTLING TAX APPEALS ON
BEHALF OF THE TAXING DISTRICT FOR THE TAX YEAR 2015**

WHEREAS, the Assessor is knowledgeable regarding the valuation and assessment of properties in the Township of Holmdel; and

WHEREAS, the Assessor has the statutory responsibility, pursuant to N.J.S.A. 54:4-23 to 36, to set assessments for the properties in the Township of Holmdel under the Local Property Tax, N.J.S.A 54:4-1 et seq; and

WHEREAS, the governing body of the Taxing District deems the Assessor to be responsible and acting in the best interest of the municipality,

THEREFORE, BE IT RESOLVED, by the Committee of Holmdel Township, that the Assessor is hereby authorized to act as agent for the Taxing District without further governing body approval to:

- (a) determine when tax appeals, cross appeals, complaints and counterclaims should be filed on behalf of the Taxing District with regard to any property located in the Township of Holmdel and accordingly direct to the attorney for the Taxing District to file such documents with either the County Tax Board or Tax Court of New Jersey as deemed appropriate;
- (b) resolve and settle tax appeals pending before the County Tax Board, Tax Court or Appellate Courts for any tax year and authorize the attorney for the Taxing District to formalize such settlements in the appropriate Courts and/or County Tax Board.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel, do hereby certify this to be a true copy of a Resolution adopted by the Township Committee of the Township of Holmdel at a meeting held on January 5, 2016

Maureen Doloughy, RMC
Township Clerk

Adopt Resolution Authorizing Various Actions to be Taken Throughout 2016
by the Tax Collector

BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that the Tax Collector be and hereby is authorized to cancel all receivables of less than \$10.00; and

BE IT FURTHER RESOLVED that a fee of \$25.00 will be charged for each Redemption Certificate and a fee of \$50.00 will be charged for each duplicate Certificate of Sale.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016.

Maureen Doloughy, RMC
Township Clerk

Adopt Resolution Authorizing Tax Collector to Conduct Tax Lien Sale

WHEREAS, there remains on the records and the books of the Township of Holmdel delinquent taxes, sewer utility charges, and other municipal charges owing as of December 31, 2015; and

WHEREAS, the statutes of the State of New Jersey, expressly NJSA 54:5 et seq. Provide for the enforcement and collection of such delinquencies through a tax lien sale; and

WHEREAS, the Tax Collector is empowered by statute to conduct and preside over the sale of liens.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Holmdel, a Municipal Corporation of the State of New Jersey, that the Township of Holmdel Tax Collector is authorized to conduct a tax lien sale for 2015 delinquent taxes, utility, and other municipal charges on or before December 31, 2014.

CERTIFICATION

I, Maureen Doloughty, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016.

Maureen Doloughty, RMC
Township Clerk

Adopt Resolution Designating Official Newspapers for the Year 2015 for
Holmdel Township

BE IT RESOLVED that the Asbury Park Press, the Two River Times and the Independent be and hereby are designated as the official newspapers for the Township of Holmdel for the year 2015, and,

BE IT FURTHER RESOLVED that the Asbury Park Press, the Two River Times, and the Independent be and hereby are designated as the newspapers to receive notices of meetings in accordance with Section 3(d) of the Open Public Meetings Act.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Holmdel Township Committee at a meeting held on January 5, 2016

Maureen Doloughy, RMC
Township Clerk

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM #

Meeting Date: December 29, 2015
Subject: Appointment – Employee Assistance Professional
Submitted by: Denise Fluck, HR Manager
Approved by: Donna M. Vieiro, Township Administrator

RECOMMENDATION

It is recommended the Township Committee appoint Dr. Mark White as our Employee Assistance Professional at an annual retainer rate of \$3,500. The term of this contract shall be January 1, 2016 – December 31, 2016.

PREVIOUS ACTION

BACKGROUND

It has been the Township's practice to provide EAP services for all employees.

FISCAL IMPACT

The contractual retainer remains the same as last year. The CFO has certified funds are available.

Attachments:

<u>For Internal Use</u>		
<i>Township Committee Action</i>		
Approve	Denied	Other
Comments: _____		

Date Delegated: _____		
Signature: _____		

Authorize Agreement with Employee Consulting Associates for Employee Assistance Services for 2015

BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that the Employee Consulting Associates for Employee Assistance Services for 2015 be and hereby is approved.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Township Committee of the Township of Holmdel at a meeting held on January 6, 2015.

Maureen Doloughy, RMC
Township Clerk

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM #

Meeting Date: December 29, 2015
Subject: **Appointment – Bloodborne Pathogen & Right to Know Consultant**
Submitted by: Denise Fluck, HR Manager
Approved by: Donna M. Vieiro, Township Administrator

RECOMMENDATION

It is recommended the Township Committee appoint HMC, Inc., David Roach, President, as our Bloodborne Pathogen and Right to Know Consultant at an hourly rate of \$75.00 and in compliance with the attached proposal. The term of this contract shall be January 1, 2016 – December 31, 2016.

PREVIOUS ACTION

BACKGROUND

The Township is required by law to have a Bloodborne Pathogen consultant. Mr. Roach will also be responsible for the Right to Know training as required by law.

Following appointment, Mr. Roach will review the status of the Township's training and requirements and will provide the details of what we will need through the end of the year.

FISCAL IMPACT

The CFO has certified funds are available.

Attachments:

<u>For Internal Use</u>		
<i>Township Committee Action</i>		
Approve	Denied	Other
Comments: _____		

Date Delegated: _____		
Signature: _____		

RESOLUTION APPOINTING BLOODBORNE PATHOGEN AND RIGHT TO KNOW
CONSULTANT

WHEREAS, the Township of Holmdel is required, by law, to appoint a Bloodborne Pathogen; and

WHEREAS, David Roach, President of HMC, Inc. has submitted a proposal and subsequent review has determined that his qualifications suit the needs of the Township; and

WHEREAS, Mr. Roache will also be responsible for the Right to Know Training as required by law.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that David Roache, President of HMC, Inc. be appointed as Holmdel Township's Bloodborne Pathogen and Right to Know Consultant at an hourly rate of \$75.00 through December 31, 2016.

CERTIFICATION

I, Maureen Doloughty, Township Clerk of the Township of Holmdel do hereby certify this to be a true copy of a Resolution adopted by the Township Committee of the Township of Holmdel at the Regular Meeting held on January 5, 2016.

Maureen Doloughty, RMC
Township Clerk