
HOLMDEL TOWNSHIP

OFFICE OF THE TOWNSHIP CLERK

TO: Mayor and Township Committee

FROM: Maureen Doloughty, RMC, Township Clerk

DATE: September 15, 2016

RE: **Agenda Items for the Meeting of September 20, 2016**

PLEASE NOTE: There will be a Closed Session beginning at 7:00 PM

Consent

1. The list of Bills Payable has been forwarded to you for review. The Resolution of Approval has been prepared.
2. The List of Purchases over \$3,500 is enclosed for your review.
3. N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration. The County of Union, State of New Jersey offers voluntary participation in a Cooperative Pricing System for the purchase of goods and services. Utilizing cooperative contracting, in certain circumstances, many make the procurement process more efficient and provide cost savings.
4. The resident's mortgage company is responsible for paying property taxes for this property. In error, she submitted payment for the 2016 3rd quarter installment in the amount of \$2,590.22 for Lot 16 and \$71.97 for Lot 17. Her mortgage company has also submitted payment for both Lots, therefore creating tax overpayments. The resident has requested her erroneous payments be refunded.
5. The request is being made to promote Dylan Cahill to the position of Equipment Operator in the Department of Public Works effective September 21, 2016. The promotion is provisional and is pending until final approval through the NJ Civil Service Commission's promotional exam procedures.

HOLMDEL TOWNSHIP

OFFICE OF THE TOWNSHIP CLERK

6. The Resolution affirming the Township's Civil Rights Policy is required in order to qualify for deductible incentives through the Municipal Excess Liability Joint Insurance Fund's Employment Practices Liability (EPL) Program.

7. The State Appeals Court of New Jersey awarded an assessment reduction for the years 2013-2014 for the property located at Block 11 Lot 62 & 64 Q Farm in the amount of \$2,071.23

8. The Engineer has inspected the Holmdel Route 35 LLC site to determine the amount of bondable improvements satisfactorily installed. All the deficiencies have been addressed and the Engineer is recommending that the Bond be released subject to the acceptance of a Maintenance Bond and payment of any outstanding Engineering Fees.

9. In the past, with curfew hours in place, minimal vandalism has occurred throughout the Township. Therefore, Chief Mioduszewski is requesting the Committee adopt the Resolution setting the curfew for October 30, and October 31, 2016.

10. It is recommended that the Township Committee exercise the option to renew the DPW clothing contract for the 2017 contract term with Bob's Uniform Shop, Inc. in the amount of \$383.34 as per the unit price proposal. The Director of Infrastructure & Operations has indicated they are satisfied with the services of this vendor.

11. It is recommended the Township Committee exercise the option to renew the contract with Jesco, Inc. for the ordering and receiving of John Deere equipment parts or approved equal parts. The contract was bid for a period of one year with the option to renew for two one year extensions. This is the second year option year. The Township receives a 2% discount off manufacturer's list price.

12. The request is being made to hire Christopher Barberi as Communications Manager at an annual salary of \$90,000 in the Administration Department. The appointment will be effective October 3, 2016 on a part-time basis and effective November 1, 2016 on a full-time basis. The position is unclassified and subject to approval through the NJ Civil Service Commission. All new hires are subject to a three-month working test period.

13. The Lease with Ad-In Sport Foundation, Inc. for the Tennis Center Property has been prepared. After review it is in order to adopt the Resolution authorizing signature.

HOLMDEL TOWNSHIP

OFFICE OF THE TOWNSHIP CLERK

14. The Township of Holmdel wishes to enter into a Shared Services Agreement with other affected municipalities to intervene in the Matter of the Petition of JCP&L to share resources and split expenses for the cost of special counsel and related experts to challenge JCP&L's petition.

15. Due to ongoing and future problems with Future Sanitation the Township Qualified Purchasing Agent has been directed to research the possibility of going forward with an Emergency Contract for Recycling Services with Central Jersey Waste & Recycling, Inc.

16. The Minutes of the July 14, 2016 Meeting have been forwarded to you for review.

17. Joanne and Alphonse Procaccino purchased 6 Red Coach Lane on April 11, 1994. At the time of the purchase the survey showed a drainage easement in the rear yard of the premises. The Procaccinos' applied for a permit to install a 65' x 43' in ground swimming pool, pool equipment, pool patio and fence. Alice Karlquist issued a Zoning Permit on May 11, 1999 for the installation of a pool, patio, fence and equipment. When the home was sold the new owners had a survey prepared for their purchase which disclosed the existence of an open space easement in the rear yard of the premises and it disclosed that the pool, fence and pool equipment were installed within the easement area. A new survey has been prepared with the areas to be swapped. The Engineer has reviewed the attached documents and has rendered an opinion. The appropriate \$1,500.00 escrow has been paid.

If you have questions or cannot attend the meeting, please call me at 732-946-2820

Holmdel Township

4 CRAWFORDS CORNER ROAD
HOLMDEL, NEW JERSEY 07733

Tel: 732-946-2820

Fax: 732-946-0116

HOLMDEL TOWNSHIP COMMITTEE REGULAR MEETING

September 20, 2016

7:00 PM Executive Session
7:30 PM Open Session

Date

Time

Call meeting to order.

Statement to be read by Mayor:

I hereby announce that pursuant to Section 5 of the Open Public Meetings Act that adequate notice of this meeting has been provided in the notice which was sent to the Asbury Park Press, 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 January 9, 2016.

Roll Call:

	Present	Absent
Eric Hinds, Mayor	_____	_____
Gregory Buontempo, Deputy Mayor	_____	_____
Patrick Impreveduto, Committeeman	_____	_____
Thomas Critelli, Committeeman	_____	_____
Michael Nikolis, Committeeman	_____	_____

Also Present:

E.G. Broberg, Engineer	_____	_____
Robert F. Munoz, Attorney	_____	_____
Donna Vieiro, Township Administrator	_____	_____
Jeanette Larrison, Chief Financial Officer	_____	_____
Maureen Doloughy, Township Clerk	_____	_____
Wendy Patrovich, Deputy Township Clerk	_____	_____

Pledge of Allegiance and Moment of Silent Prayer

The Township Committee may adjust the order of the Agenda Items at their discretion

Township Committee Meeting – September 20, 2016

**Resolution to Close Meeting – Action May be Taken in Public After
Adjournment**

Chief Financial Officer

Clerk

Consent Agenda

1. Approve Bills Payable
2. Approve Purchases over \$3,500
3. Adopt Resolution Authorizing Participation in the Union County COOP
4. Adopt Resolution Refunding Tax and Sewer Payments for Block 2 Lots 16&17
5. Approve Promotion of Dylan Cahill to the Position of Equipment Operator in the Department of Public Works effective September 21, 2016
6. Adopt Resolution Affirming Holmdel Township's Civil Rights Policy
7. Adopt Resolution Refunding \$2,071.23 Assessment Reduction for the Years 2013-2014 by the State Appeals Court of New Jersey
8. Adopt Resolution Releasing Performance Bond Posted for Holmdel Route 35 LLC
9. Adopt Resolution Setting Curfew for October 30 and October 31, 2016
10. Adopt Resolution Exercising the Option to Renew the DPW Clothing Contract for the 2017 Contract Term with Bob's Uniform Shop, Inc. in the Amount of \$383.34
11. Adopt Resolution Exercising the Option to Renew the Contract with Jesco, Inc. for Ordering and Receiving of John Deere Equipment Parts or Approved Equal Parts
12. Approve Appointment of Christopher Barberi as Communications Manager at an Annual Salary of \$90,000

Township Committee Meeting – September 20, 2016

13. Authorize Mayor and Clerk to Sign the Property Lease with Ad-In Sport Foundation, Inc.
14. Adopt Resolution Authorizing Execution of Shared Defense Agreement in the Matter of the Petition of JCP&L
15. Adopt Resolution Authorizing and Emergency Contract for Recycling Services to Central Jersey Waste & Recycling, Inc.

Minutes

16. Approve Minutes of the Meeting held on July 27, 2016

Departments

Administrator

Professionals

Attorney

Engineer

17. Open Space Easement Swap

Boards/Committees

Business From the Committee

Public Portion – Agenda and Non-Agenda Items

Adjournment

BILLS PAYABLE RESOLUTION

BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that the claims listed below on the Schedule of Bills Payable on September 20, 2016 be and the same hereby are approved and the Chief Financial Officer is authorized to pay said claims.

FUND DISTRIBUTION	6-01	CURRENT FUND	\$ 207,156.81
FUND DISTRIBUTION	6-07	SWR	\$ 308,911.07
FUND DISTRIBUTION	6-12		\$ 36,284.97
FUND DISTRIBUTION	6-26	SWM	\$ 14,256.65
Year Total:			\$ 566,609.50
FUND DISTRIBUTION	C-04	ORD	\$ 118,021.58
FUND DISTRIBUTION	C-08	Sewer	\$ 3,336.32
FUND DISTRIBUTION	G-02	ST/FED GRANT	\$ 6,175.00
FUND DISTRIBUTION	T-12	OTHER TRUSTS	\$ 6,983.33
Year Total:			\$ 121,357.90
Total Of All Funds:			\$ 701,125.73
Total of all Projects:			\$ 27,954.54

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 September 20, 2016.

Maureen Doloughy, RMC
Township Clerk

September 15, 2016
12:03 PM

TOWNSHIP OF HOLMDEL
Bill List By Vendor Id

Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/chk	First Rcvd	Chk/Void	Invoice	1099
							Enc Date Date	Date		Exc]
WHIT0003 Mark White, Ph.D., P.A.										
	16-02792 08/26/16 2016 - 3rd Quarter EAP Service	875.00		6-01-20-100-100-127	B ADMIN: Employee Asst Program	R	08/26/16	09/13/16	AUG 17'16 LETTR	N
	1 2016 - 3rd Quarter EAP Service	875.00								
	Vendor Total:	875.00								
WHPO0001 W.H. Potter & son										
	16-02743 08/25/16 Ballfield Mix	90.00		6-01-28-370-370-240	B PARKS: Fld Mntnce Supp/Janitorial	R	08/25/16	09/13/16	222852	N
	1 Ballfield mix as per invoice	90.00								
	16-02820 08/31/16 Light Equipment	224.00		6-01-26-315-315-297	B CRF: Light Equipment Parts and Supplies	R	08/31/16	09/13/16	222723	N
	1 Light Equipment as per	224.00								
	Vendor Total:	314.00								
WHRE0001 Wireless Communications										
	16-01123 04/19/16 RADIO MAINT JULY-DEC 2016	617.00		6-01-25-240-240-308	B POL: Patrol	R	04/19/16	09/12/16	M57040	N
	4 RADIO MAINTENANCE/SEPT 2016	617.00								
	Vendor Total:	617.00								
TOTALS										
Total Purchase Orders:	252	Total P.O. Line Items:	364	Total List Amount:	701,125.73	Total Void Amount:	0.00			

Totals by Year-Fund	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total	Total
Fund Description								
CURRENT FUND	6-01	207,031.81	0.00	207,031.81	125.00	0.00	0.00	207,156.81
SEWER OPERATING	6-07	308,911.07	0.00	308,911.07	0.00	0.00	0.00	308,911.07
	6-12	6,589.43	0.00	6,589.43	1,741.00	0.00	27,954.54	36,284.97
POOL OPERATING ACCOUNT	6-26	12,021.65	0.00	12,021.65	2,235.00	0.00	0.00	14,256.65
	Year Total:	534,553.96	0.00	534,553.96	4,101.00	0.00	27,954.54	566,609.50
GENERAL CAPITAL	C-04	118,021.58	0.00	118,021.58	0.00	0.00	0.00	118,021.58
SEWER CAPITAL	C-08	3,336.32	0.00	3,336.32	0.00	0.00	0.00	3,336.32
	Year Total:	121,357.90	0.00	121,357.90	0.00	0.00	0.00	121,357.90
STATE/FEDERAL GRANT FUND:	6-02	6,175.00	0.00	6,175.00	0.00	0.00	0.00	6,175.00
OTHER TRUSTS	T-12	6,983.33	0.00	6,983.33	0.00	0.00	0.00	6,983.33
Total of All Funds:		669,070.19	0.00	669,070.19	4,101.00	0.00	27,954.54	701,125.73

Project Description	Project No.	Rcvd Total	Held Total	Project Total
KOHL'S FACADE	MEF-000117	108.01	0.00	108.01
SOMERSET INV HL	05-00014	332.50	0.00	332.50
HOLMDEL TWP/SPEC. FAIR HOUSING	05-00022	125.00	0.00	125.00
(CAYDENZAR)MERIDIAN @ HOLMDEL	PR-MERID H	73.80	0.00	73.80
POLO CLUB OF HOLMDEL/JAG HOLD.	PR-POLO CL	173.87	0.00	173.87
THE MANORS@ CRYSTAL GLEN LLC	PEF-000166	236.36	0.00	236.36
CAYDENZAR ASSOC/MERIDIAN	PEF-000167	96.50	0.00	96.50
PINNACLE HOPBROOK DEVEL. LLC	PEF-000204	525.27	0.00	525.27
SOMERSET HOLMDEL LLC	PEF-000241	1,076.25	0.00	1,076.25
COUNTRYSIDE DEVEL./LAUREL AVE	PEF-000245	135.30	0.00	135.30
HOLM FIELDS 2 (FLEET LLC)	PEF-000246	282.16	0.00	282.16
HOLMDEL ROUTE 35 LLC (LUKOTI)	PEF-000249	1,078.47	0.00	1,078.47
TOLL BRO/REGENCY TOMNHOMES PH1	PEF-000253	7,062.75	0.00	7,062.75
TOLL BROS/RESERVE@HOLMDEL	PEF-000257	9,278.50	0.00	9,278.50
CRUZ ASSOCIATES LLC	PEF-000260	12.30	0.00	12.30
CORNERSTONE POWER HOLMDEL LLC	ZB-CORNSTO	260.00	0.00	260.00
COSMETIC ESSENCE INC. (C.E.I.)	ZB-COSMETI	260.00	0.00	260.00
HOLMDEL VILLAGE EXXON	ZB-HOEXXON	617.50	0.00	617.50
JIAH CORP/EXXON/PALMER AV/DUNK	ZB-JIAH EX	65.00	0.00	65.00
NJ NATURAL GAS/REGULATOR SOLAR	ZB-NJNATGA	2,850.00	0.00	2,850.00

Project Description	Project No.	Rcvd Total	Held Total	Project Total
OUTFRONT MEDIA	ZB-OUTFRON	3,055.00	0.00	3,055.00
MORRIS TETRO	ZB-TETRO	185.00	0.00	185.00
VARSHAVSKY, ALEXANDER	ZB-VARSHAV	65.00	0.00	65.00
Total of All Projects:		<u>27,954.54</u>	<u>0.00</u>	<u>27,954.54</u>

BILLS PAYABLE RESOLUTION

BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that the claims listed below on the Schedule of Bills Payable on September 20, 2016 be and the same hereby are approved and the Chief Financial Officer is authorized to pay said claims.

FUND DISTRIBUTION	6-01	CURRENT FUND	\$	9,945.33
Total of All Funds:			\$	9,945.33

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 September 20, 2016.

Maureen Doloughy, RMC
Township Clerk

September 8, 2016
12:06 PM

TOWNSHIP OF HOLMDEL
Check Register By Check Id

Page No: 1

Range of Checking Accts: CASH CLEARING to CASH CLEARING Range of Check Ids: 34111 to 34111
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
34111	09/06/16	WEXB0005 Wex Bank	9,945.33		2423

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	9,945.33	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	9,945.33	0.00

Manual Check

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	6-01	9,945.33	0.00	0.00	9,945.33
Total of All Funds:		<u>9,945.33</u>	<u>0.00</u>	<u>0.00</u>	<u>9,945.33</u>

TOWNSHIP COMMITTEE AGENDA ITEM # 3

Meeting Date: September 20, 2016

Subject: Authorization to Participate in the Union County COOP

Submitted by: Barbara Kovelesky, QPA

Approved by: Donna M. Vieiro, Township Administrator

RECOMMENDATION

It is recommended the Township Committee authorize the Township's participation in the above cooperative purchasing program and execution of the Agreement.

PREVIOUS ACTION

BACKGROUND

N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration. The County of Union, State of New Jersey offers voluntary participation in a Cooperative Pricing System for the purchase of goods and services.

Utilizing cooperative contracting, in certain circumstances, many make the procurement process more efficient and provide cost savings.

FISCAL IMPACT

No cost to the Township for membership.

Attachments:

Resolution
Agreement

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

Date Delegated: _____		
Signature: _____		

**RESOLUTION AUTHORIZING THE TOWNSHIP OF HOLMDEL
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Union, State of New Jersey, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on September 20, 2016 the governing body of the Township of Holmdel, County of Monmouth, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED,

1. This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Holmdel
2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5) the Township Administrator is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.
3. The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

BE IT FURTHER RESOLVED, this resolution shall take effect immediately upon passage.

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 September 20, 2016.

Maureen Doloughty, RMC
Township Clerk

COOPERATIVE PRICING SYSTEM AGREEMENT
COUNTY OF UNION COOPERATIVE PRICING SYSTEM

THIS AGREEMENT made and entered into this day of , 2016
by and between the COUNTY OF UNION, Administration Building, Elizabeth, NJ 07207
hereinafter called the “LEAD AGENCY” or “COUNTY” and Holmdel Township with offices
located at 4 Crawfords Corner Road, Holmdel, New Jersey 07733 hereinafter referred to as a
“participating contracting unit” or “governmental agency” and other public bodies located with
the County of Union or adjoining counties who choose to participate in the Cooperative Pricing
System.

WITNESSETH:

WHEREAS, N.J.S.A. 40A-11-11(5), specifically authorizes two or more contracting
units to enter into a Cooperative Pricing Agreement for the purchase of work, materials and
supplies; and

WHEREAS, N.J.A.C. 5:34-7.1 et seq. regulates the manner in which cooperative
purchasing and more specifically, cooperative pricing systems, are operated and conducted; and

WHEREAS, N.J.S.A. 40:41A-27, et seq. specifically permits the County of Union to
enter into contractual agreement with any governmental agency municipalities located within the
County to undertake any municipal function including purchasing; and

WHEREAS, the County of Union has commenced a voluntary Cooperative Pricing
System with other authorized contracting units within County of Union or adjoining counties
utilizing the administrative purchasing services and facilities of the County of Union; and

WHEREAS, this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials and supplies; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statutes; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes:

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials or supplies to be priced cooperatively may include those items listed on the Union County Website listed under Bulk List and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until termination of the approval for the Cooperative Pricing System as defined by N.J.A.C. 5:34-7.5 and more specifically set forth below.
3. The County of Union, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter on the anniversary of the system's registration, shall publish in its official newspaper a notice similar in content to the following:

Notice of Cooperative Purchasing

The County of Union acts as lead agency in a cooperative purchasing agreement in cooperation with 45 registered members. Under this system, the County of

Union solicits competitive bids for certain items purchased by registered members. This is a cooperative pricing system as defined and regulated by N.J.A.C. 5:34-7.

Interested citizens or vendors may obtain information regarding the manner of operation of this system by contacting UC Purchasing Department, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, 908-527-4130. System Identifier #8-UCCP, approved by the New Jersey Division of Local Government Services through July, 2021.

4. Before seeking bids, the lead agency shall obtain from the participating contracting units in writing the items to be purchased, estimated quantities that each participating contracting units proposes to contract for during the life of the master contract, the location of delivery and other requirements to permit the preparation of specifications as provided by law.
5. The County of Union shall prepare and disclose the quantities and details of delivery required. The County of Union shall include in the specifications its requirements, stated in definite quantities; and registered member requirements, stated as individual estimated needs.
 - a. The specification shall list the participating contracting units who have submitted estimates, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved.
6. Prior to the advertisement for bids, a registered member may request a review copy of the bid specifications. No changes shall thereafter be made except as permitted by law.

Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

7. A single advertisement for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be prepared by the County of Union on behalf of all of the participating contracting units desiring to purchase any item and in accordance with *N.J.S.A. 40A:11-1 et seq.*
8. The County of Union will advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all participating contracting units in accordance with *N.J.S.A. 40A:11-1 et seq.* and *N.J.A.C. 5:34-7.10*. Following the receipt of bids, the County of Union shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the County of Union entering into a master contract with the successful bidder(s) providing for two categories of purchases:
 - a. The quantities ordered for the County's own needs, and
 - b. The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.
9. The County of Union shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available for its own needs.
10. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with

the successful bidder(s); issue purchase orders in its own name directly to successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s), and be responsible for any tax liability.

11. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
12. The provisions of Paragraphs 9, 10 and 11 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
13. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or issue a contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.
14. All matters relating to the financial and contractual details of the Cooperative Pricing System shall be in accordance with *N.J.A.C. 5:34-7.11*
15. The County of Union and the participating contracting units shall be responsible for compliance with the change order requirements of *N.J.A.C. 5:34-4*.
16. When applicable, each participating contracting unit may, by resolution, provide for and authorize payment in advance for estimated administrative costs to be paid to the County

of Union for a cooperative pricing system. Such administrative costs shall be budgeted by the County of Union as a Special Item of Revenue offset with appropriations.

17. The County of Union reserves the right to exclude any item or commodity from said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
18. The Director of the Division of Local Government Services within the State Department of Community Affairs shall be notified within thirty (30) days of any change in the designated purchasing agent.
19. This Agreement shall become effective upon execution, subject to the review and approval of the Director of the Division of Local Government Services of the participating contracting units participation in the system. Further, this Agreement shall continue in effect until such time as the approval from the Director of the Division of Local Government Services exists or until July, 2021 in accordance with *N.J.A.C. 5:34-7.5(f)*. Any party to this Agreement which wishes to terminate its participation shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of the term of the agreement.
20. All records and documents maintained or utilized pursuant to terms for this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the County of Union for purposes of identifying each contract and item awarded.
21. If any governmental agency wishes to withdraw from this agreement or if any other governmental agency wishes to become a party to this agreement, the other terms and

conditions of this agreement will remain unchanged as to all the remaining participating contracting units.

22. This Agreement shall be binding upon and endure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed on the date and year above written.

FOR THE COUNTY OF UNION

ATTEST:

JAMES E. PELLETTIERE, Clerk
Board of Chosen Freeholders

BY: _____
ALFRED J. FAELLA
County Manager

APPROVED AS TO FORM:

ROBERT BARRY, ESQ.
County Counsel

FOR THE PARTICIPATING UNIT

ATTEST:

Clerk

BY: _____

APPROVED AS TO FORM:

Print Name

Counsel

Title

REF #: 325F4E18-5056-A521-7E70F42A103438CC

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TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM # 4

Meeting Date: September 6, 2016

Subject: Refund of Tax and Sewer Payments for Block 2 Lot 16 & 17 -- 14A So. Holmdel Road

Submitted by: Jeanette M Larrison, CFO/CTC

Approved by:

RECOMMENDATION

Approve a resolution to refund overpayment of taxes in the amount of \$2,581.19 to property owner Ursula Fitrzyk; Block 2 Lot 16 & 17 – (\$2,509.22 & \$71.97 Repectively)14A So. Holmdel Road

PREVIOUS ACTION

BACKGROUND

Ms. Fitrzyk’s mortgage company is responsible for paying property taxes for this property. In error, Ms. Fitrzyk submitted payment for the 2016 3rd quarter installment in the amount of \$2,590.22 for Lot 16 and \$71.97 for Lot 17. Her mortgage company has also submitted payment for both Lots, therefore creating tax overpayments. Ms. Fitrzyk has requested her erroneous payments be refunded.

FISCAL IMPACT

None – The mortgage company pays the quarterly tax installments

Attachments:

<u>For Internal Use</u>	
<i>Township Committee Action</i>	
Approve	Denied

RESOLUTION AUTHORIZING TRANSFER OF OVERPAYMENT OF TAXES

WHEREAS, property owner, Ursula Fitrzyk, Block 2 Lot 16 & 17, also known as, 14A So. Holmdel Road, submitted payments in the amount of \$2,590.22 for Lot 16 and \$71.97 for Lot 17 on August 1, 2016 for the 3rd quarter installment of property taxes, and;

WHEREAS, Ms. Fitrzyk's mortgage company is responsible for paying property taxes on her behalf, and;

WHEREAS, CoreLogic, tax servicing company for Ms. Fitrzyk's mortgage company submitted payments for the above properties on August 9, 2016 creating overpayments on each parcel, and;

WHEREAS, a refund of is now due and owing to Ms. Fitrzyk for her erroneous payment.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that the Tax Collector is hereby authorized to refund Ms. Fitrzyk in the total amount of \$2,581.19.

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 September 20, 2016

Maureen Doloughty, RMC
Township Clerk

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM # 5

Meeting Date: September 20, 2016
Subject: Promotion of Equipment Operator
Submitted by: Denise Fluck
Approved by: Administrator Donna Vieiro

RECOMMENDATION

Request approval to promote Dylan Cahill to the position of Equipment Operator in the Department of Public Works effective September 21, 2016.

PREVIOUS ACTION

None

BACKGROUND

The above promotion is provisional and is pending until final approval through the NJ Civil Service Commission's promotional exam procedures.

FISCAL IMPACT

Funds are available in the 2016 budget.

Attachments:

None

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

TOWNSHIP COMMITTEE AGENDA ITEM # 6

Meeting Date: September 20, 2016
Subject: Civil Rights Resolution
Submitted by: Denise Fluck, Human Resources Manager
Approved by: Donna M. Vieiro, Township Administrator

RECOMMENDATION

Approve resolution affirming Holmdel Township's Civil Rights Policy as part of the 2017-2018 MEL Employment Practices Risk Control Program

PREVIOUS ACTION

None

BACKGROUND

Approval of this resolution is required in order to qualify for deductible incentives through the Municipal Excess Liability Joint Insurance Fund's Employment Practices Liability (EPL) Program.

FISCAL IMPACT

None

Attachments:

Resolution

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

Date Delegated: _____		
Signature: _____		

Civil Rights Resolution

A RESOLUTION TO AFFIRM HOLMDEL TOWNSHIP'S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS

WHEREAS, it is the policy of Holmdel Township to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

WHEREAS, the governing body of Holmdel Township has determined that certain procedures need to be established to accomplish this policy

NOW, THEREFORE BE IT ADOPTED by the Holmdel Township Committee that:

Section 1: No official, employee, appointee or volunteer of the Township by whatever title known, or any entity that is in any way a part of the Township shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Township's business or using the facilities or property of the Township.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Township to provide services that otherwise could be performed by the Township.

Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

Section 4: The Township Administrator shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

Section 6: The Township Administrator shall establish written procedures that require all officials, employees, appointees and volunteers of the Township as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: The Township Administrator shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

Section 8: At least annually, the Township Administrator shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Township. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Township's web site.

Section 9: This resolution shall take effect immediately.

Section 10: A copy of this resolution shall be published in the official newspaper of the Township in order for the public to be made aware of this policy and the Township's commitment to the implementation and enforcement of this policy.

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM # 7

Meeting Date: September 6, 2016

Subject: Tax Refund; State Appeal Judgment

Submitted by: Jeanette M Larrison, CFO/CTC

Approved by:

RECOMMENDATION

Refund tax overpayment caused by State Appeal Award Judgment for:

Block 11 Lot 62 & 64 Q Farm James Lavin \$2,071.02

PREVIOUS ACTION

BACKGROUND

The above listed property was awarded an assessment reduction for the years 2013-2014 by the State Appeals Court of New Jersey as follows:

<u>Blk / Lot/ Qual</u>	<u>Year</u>	<u>Assessment Reduction</u>	<u>Tax Rate</u>	<u>Refund</u>
11 / 62 / Q	2013	9,075.00	2.059	186.85
	2014	24,863.00	2.090	519.64
11 / 64 / Q	2013	22,664.00	2.059	466.65
	2014	42,961.00	2.090	897.88
Total Refund				2,071.23

FISCAL IMPACT

100% percent funded by the Township (County & School do not pay)

Attachments:

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

**RESOLUTION OF THE TOWNSHIP OF HOLMDEL, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY, AUTHORIZING REFUND OF OVERPAYMENT OF TAXES**

WHEREAS, the below listed property owner appealed property tax assessments to the State Tax Court, and;

WHEREAS, The State Tax Court awarded judgment in favor of the applicant as follows:

<u>Blk / Lot/ Qual</u>	<u>Year</u>	<u>Assessment Reduction</u>	<u>Tax Rate</u>	<u>Refund</u>
11 / 62 / Q	2013	9,075.00	2.059	186.85
	2014	24,863.00	2.090	519.64
11 / 64 / Q	2013	22,664.00	2.059	466.65
	2014	42,961.00	2.090	897.88
Total Refund				2,071.23

WHEREAS, James Lavin, the property owner, is due a refund of the overpayment of taxes in the amount of \$2,071.23;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel, County of Monmouth, State of New Jersey, that the Tax Collector is hereby authorized to refund of overpayments to James Lavin in the amount of \$2,071.23.

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 September 20, 2016.

Maureen Doloughty, RMC
Township Clerk

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM # 8

Meeting Date: September 20, 2016

Subject: Holmdel Route 35 LLC Performance Bond

Submitted by: Maureen Doloughty

Approved by:

RECOMMENDATION

It is recommended that the Committee adopt the Resolution

PREVIOUS ACTION

In August 2016 the Performance Bond and Cash Bond were reduced

BACKGROUND

The Engineer has inspected the Holmdel Route 35 LLC site to determine the amount of bondable improvements satisfactorily installed. All the deficiencies have been addressed and the Engineer is recommending that the Bond be released subject to the acceptance of a Maintenance Bond and payment of any outstanding Engineering Fees.

FISCAL IMPACT

None

Attachments:

RESOLUTION

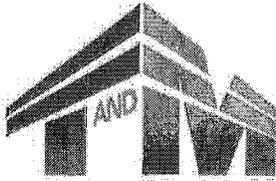
BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that Performance Bond #S296818 in the amount of \$245,562.00 posted by NGM Insurance Company for Holmdel Route 35 LLC reduced to \$69,168.60 and the Cash Bond in the reduced amount of \$7,685.40 be released in accordance with the Engineer's letter dated September 14, 2016 subject to the following:

- Acceptance of a Maintenance Bond and Maintenance Bond Inspection Fees;
- Payment of any outstanding engineering inspection fees.

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 September 20, 2016.

Maureen Doloughty, RMC
Township Clerk



YOUR GOALS. OUR MISSION.

HOLM-I2380
HOPB-R2380

September 14, 2016

Ms. Maureen Doloughty
Township Clerk
Township of Holmdel
Holmdel, NJ 07733

**Re: Holmdel Route 35, LLC
Preliminary and Final Major Site Plan
Block 59, Lot 8.01; Route 35 North & Union Avenue
Performance Guarantee Reduction**

Dear Ms. Doloughty:

Per the applicant's request for a release of Performance Surety Bond No. S296818 issued by NGM Insurance Company in the reduced amount of \$69,168.60, and the cash bond on the reduced amount of \$7,685.40, I have inspected the referenced project to determine the amount of bondable improvements satisfactorily installed to date. The applicant has addressed all the deficiencies outlined in our August 8, 2016 letter and our inspection noted that all of the bonded improvements have been satisfactorily completed.

Since all the bonded improvements have been completed, I recommend Performance Surety Bond No. S296818 issued by NGM Insurance Company in the reduced amount of \$69,168.60, and the cash bond on the reduced amount of \$7,685.40 and any remaining engineering escrow be released by Formal Resolution, subject to the following:

1. The posting of the Maintenance Bond and Maintenance Bond inspection fee, as indicated on the attachment.
2. Payment of any outstanding engineering inspection fees.

We are requesting that the payment of the outstanding engineering inspection fees be deducted from the cash amount released to the developer. By copy of this letter, we are requesting the applicant's authorization to use the cash bond money released towards payment of any outstanding inspection fees and Maintenance Bond inspection fee.



HOLM-I2380
HOPB-R2380
September 8, 2016
Page 2

Le: Ms. Maureen Doloughy
Township Clerk

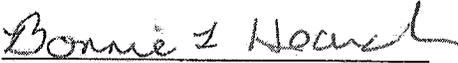
Re: Holmdel Route 35, LLC
Preliminary and Final Major Site Plan
Block 59, Lot 8.01; Route 35 North & Union Avenue
Performance Guarantee Reduction

If you have any questions or require additional information, please call.

Very truly yours,

T&M ASSOCIATES

EDWARD G. BROBERG, P.E.
HOLMDEL TOWNSHIP ENGINEER


BONNIE L. HEARD, P.E., C.M.E.
HOLMDEL TOWNSHIP
PLANNING BOARD ENGINEER

EGB:BLH:EST:lkc
Enclosure

c: Donna Vieiro, Township Administrator
Duane Davison, Esq., Township Attorney's Office
Jeannette Larrison, CFO
Robert Faye, Construction Official
David Olsen, Zoning Officer
Bonnie Imposimato, Administrative Officer
Holmdel Route 35, LLC, 1 Industrial Way West, Building E. Eatontown, NJ 07724
Salvatore Alfieri (salfieri@cgajlaw.com)

I hereby agree to the distribution of funds substantially in accordance with the outlined above.

Authorized Signature – Holmdel Route 35, LLC.

Date



HOLM-I2380

September 14, 2016

**PERFORMANCE GUARANTEE RELEASE
BOND / FEE STATUS**

Performance Guarantee

Bond No. S296818

Amount of Original Surety	(90%)	\$230,562.00
Amount of Original Cash	(10%)	\$25,618.00
Performance Guarantee Total	(100%)	\$256,180.00

Engineering Cost Incurred

Original Inspection Fee Required	(Cash)	\$ 10,674.00
Total Amount Billed to Date		\$ 14,141.90
Total Amount Paid to Date		\$ 9,949.80

Maintenance Bond Required (As per Township Ordinance)

15% of the Original Cost of Improvements for Total Cost Project (0.15 x \$213,484.50)		\$32,022.68
1% of the Original Cost of Improvements to be Retained for Maintenance Inspections (0.01 x \$213,484.50)		\$2,134.85

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM # 9

Meeting Date: September 20, 2016

Subject: **Halloween Curfew**

Submitted by: Chief John Mioduszewski

Approved by:

RECOMMENDATION

Determine a curfew for Halloween to be put into effect on Mischief Night, October 30th and Halloween, October 31st. This information is needed so that the Department can notify the public in a timely manner through the media and Public Safety Programs.

PREVIOUS ACTION

Done annually.

BACKGROUND

Although "Mischief Night" (traditionally the night before Halloween) is becoming less popular, in the past, with curfew hours in place, minimal vandalism has occurred throughout the Township.

FISCAL IMPACT

None

Attachments:

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

HALLOWEEN CURFEW

BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that a curfew hereby is set for Sunday, October 30, 2016 and Monday, October 31, 2016 at dusk.

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 on September 20, 2016.

Maureen Doloughy, RMC
Township Clerk

RESOLUTION EXERCISING OPTION TO RENEW CONTRACT

WHEREAS, the Township of Holmdel entered into a contract with Bob's Uniform Shop, Inc for DPW Uniform Clothing on November 16, 2015; and

WHEREAS, the Township of Holmdel retained the option to renew the contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that the Township hereby invokes its option to renew the contract with Bob's Uniform Shop, Inc for DPW Uniform Clothing in accordance with Resolution adopted on November 16, 2015.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel, do hereby certify that the above is a true copy of the Resolution adopted by the Holmdel Township Committee at a meeting held on September 20, 2016.

Maureen Doloughy, RMC
Township Clerk

TOWNSHIP COMMITTEE AGENDA ITEM # //

Meeting Date: September 20, 2016
Subject: Option to Renew – Jesco, Inc – John Deere OEM
Submitted by: Barbara Kovelesky, QPA
Approved by: Donna M. Vieiro, Township Administrator

RECOMMENDATION

It is recommended the Township Committee exercise the option to renew the contract with Jesco, Inc. for the ordering and receiving of John Deere equipment parts or approved equal parts.

PREVIOUS ACTION

BACKGROUND

The contract was bid for a period of one year with the option to renew for two one year extensions. This is the second year option year.

FISCAL IMPACT

The Township receives a 2% discount off manufacturer's list price.

Attachments:

Resolution

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

Date Delegated: _____		
Signature: _____		

RESOLUTION RENEWING CONTRACT

WHEREAS, the Township of Holmdel awarded a contract to Jesco, Inc. on June 5, 2014 for John Deere Equipment parts or Approved Equal at a 2% discount off manufacturer's list price.

WHEREAS, the Township of Holmdel retained the option to renew the contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel wishes to exercise the option to renew the contract with Jesco, Inc. from January 1, 2017 through December 31, 2017, and that the discount of 2% off list price remains constant for the term of the contract.

BE IT FURTHER RESOLVED that the contract is an open ended contract and parts and supplies are ordered on an 'as needed' basis.

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 September 20, 2016.

Maureen Doloughty, RMC
Township Clerk

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM #12

Meeting Date: September 20, 2016
Subject: Appointment of Communications Manager
Submitted by: Denise Fluck
Approved by: Administrator Donna Vieiro

RECOMMENDATION

Request approval to hire Christopher Barberi as Communications Manager at an annual salary of \$90,000 in the Administration Department. The appointment will be effective October 3, 2016 on a part-time basis and effective November 1, 2016 on a full-time basis.

PREVIOUS ACTION

None

BACKGROUND

The position is unclassified and subject to approval through the NJ Civil Service Commission. All new hires are subject to a three-month working test period.

FISCAL IMPACT

Funds are available in the 2016 budget.

Attachments:

None

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

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM # 13

Meeting Date: September 20, 2016

Subject: Tennis Lease

Submitted by: Maureen Doloughty

Approved by:

RECOMMENDATION

It is recommended that the Committee adopt the Resolution

PREVIOUS ACTION

BACKGROUND

The Lease with Ad-In Sport Foundation, Inc. for the Tennis Center Property has been prepared. After review it is in order to adopt the Resolution authorizing signature.

FISCAL IMPACT

Attachments:

LEASE OF PROPERTY

THIS LEASE (“Lease”) entered into as of this ___ day of _____, 2016 (the “Effective Date”), by and between the property owner, Township of Holmdel with an address of 4 Crawfords Corner Road, Holmdel, New Jersey 07733 (“Township”) and AD-IN SPORT FOUNDATION INC., a duly organized, non-profit organization validly existing in good standing under the laws of the State of New Jersey, having a mailing address of 90 Banyan Blvd., Holmdel, NJ 07733 (“Tenant”).

Background

WHEREAS, Township is the owner in fee simple of a parcel of land located in the Township of Holmdel, County of Monmouth and State of New Jersey, designated as Lot 79, Block 46, more commonly known as the “Tennis Center” (the “Property”); and

WHEREAS, a portion of the Property contains excess land formerly used for outdoor tennis courts; and

WHEREAS, there is a demand for tennis facilities within the Township; and

WHEREAS, the deterioration of the former tennis facilities and funding the rehabilitation of the tennis facilities creates a fiscal challenge to the Township in its efforts to deliver quality facilities given the competing demands for recreational uses in the Township; and

WHEREAS, the opportunity for tennis facilities to be created, maintained and managed for the benefit of residents of Holmdel presents the chance for the Township to provide additional and diverse recreational facilities; and

WHEREAS, the assistance of a non-profit organization to provide the construction, maintenance and management of a tennis facility enhances the ability of the Township to provide the recreational opportunities for the general welfare of its residents; and

WHEREAS, the Tenant is a non-profit company organized under the laws of the State of New Jersey that develops, maintains and manages tennis facilities as well as furnishing tennis services and lessons; and

WHEREAS, the Tenant desires to lease a portion of the Property ("Leased Premises") from the Township and rehabilitate, refurbish and manage the Leased Premises herein to create recreational opportunities; and

WHEREAS, the Township desires to lease the Leased Premises to the Tenant for the purpose described below, pursuant to N.J.S.A. 40A:12-14(c) and N.J.S.A. 40A:12-15.1, and

WHEREAS, the Township Committee of the Township of Holmdel finds that a significant number of residents in the Township seek and will benefit from the tennis recreation facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. Leased Premises. Township leases to Tenant and Tenant leases from Township the Leased Premises at the Holmdel Tennis Club, 4 Bailey Lane, Holmdel, New Jersey and as more specifically shown and described on Schedule A. Subject, however, to the following:

(a) All present and future ordinances, laws, rules and regulations of the Township of Holmdel, New Jersey, laws, regulations, requirements, directives and orders of all boards, bureaus, commissions, districts and bodies of any municipal, county, state or Federal

governments now or hereafter having, claiming or acquiring jurisdiction over the Leased Premises and of the use and improvement thereof:

(b) The condition and state of repair of the Leased Premises as the same may be on the day of the commencement of the term of this Lease, including all deterioration, injury, loss, damage or destruction which may have occurred prior to such date and any encroachments existing at the date of the commencement of this Lease; and

(c) The covenants, restrictions, easements, agreements, conditions and matters referred to in Schedule "B" attached hereto and forming a part of this Lease (hereinafter referred to as the "Permitted Encumbrances").

(d) Designated parking as shown on the site plan- See Schedule "A" attached.

(e) Township and Recreation Programing- See Schedule "D" attached. Said programming may be subject to change by agreement of the parties.

2. Ordinance Authorizing Lease.

(a) Entry into this Lease by the Township is authorized by the "Local Lands and Buildings Law," N.J.S.A. 40A:12-1 et. seq. Tenant understands that Township has, prior to execution of this Lease, adopted the Ordinance prescribed by N.J.S.A. 40A:12-15.

(b) The Tenant shall upon execution of the Lease and annually thereafter, file a report with the Township Administrator by affirmation or proof of the continuing tax exempt status of the Tenant corporation pursuant to State and Federal law as required by N.J.S.A. 40A:12-14(c) and detailing the use of the Leased Premises including financial reports, the activities of Tenant undertaken or provided in furtherance of the public purpose and the appropriate value or cost of such activities in furtherance of the public purpose.

3. Term of the Lease. The term of this Lease shall be for twenty (20) years from the Effective Date, subject to the Township having the option to renew this Lease for a second term to the extent permitted by law, subject to the Tenant's agreement .

4. Rent.

(a) Tenant shall pay Township as rent for the Leased Premises as set forth on Schedule E, commencing on the Effective Date. The annual rental stated shall be paid monthly in twelve equal installments due and payable on the first day of each month.

(b) Tenant shall deposit security in the form of three (3) month's rent with the Township. The amount of security on deposit shall increase with any increase in the rent and be deposited no later than thirty (30) days prior to the increase.

5. Use of Property.

(a) Tenant shall use the Leased Premises solely for the purpose of tennis recreation, lessons, fitness, camps and other tennis related services accessory to a tennis facility. The use of the Leased Premises shall be between the hours of 6:00A.M. and 10:00P.M., seven (7) days a week.

(b) The Leased Premises shall not be used for overnight activities, non-tennis outdoor activities including but are not limited to live or recorded music. Any other than the activities permitted in (a) above shall be subject to the approval of the governing body of the Township of Holmdel in its sole discretion. There shall be no kitchen facilities or food preparation on site.

(c) Tenant covenants and agrees that it will not use or occupy the Leased Premises, or permit the Leased Premises or the Tenant Improvements to be used or occupied for other than legal purposes and as defined in 5 (a) & (b) above, or for a purpose or in a manner likely to cause

structural or other injury to any Tenant Improvement on the Leased Premises, or in a manner which shall violate any certificate of occupancy or approval in force relating to any Tenant Improvements.

6. Tenant Improvements.

(a) The Tenant acknowledges that the property on which the Leased Premises are located is part of the Holmdel Township Swim Club. The Township shall be entitled to move any portion of any improvement created by the Tenant to the extent that those improvements interfere with the operation of the Swim Club and/or as may be necessary for the operation of the Swim Club provided it does not render the Leased Premises unusable.

(b) Tenant, at Tenant's own cost and expense, shall have the right and the obligation to rehabilitate the Leased Premises and/or on any other contiguous premises and/or to demolish, renovate, construct and/or reconstruct in whole or in part, any structure or structures thereon, and any related improvements and appurtenances thereto, for such lawful use as Tenant may desire to make thereof, including a texture structure building or air dome (such resulting renovated, construction and/or reconstructed structure or structures with related improvements and appurtenances are hereafter sometimes referred to as the "Tenant Improvements").

(c) The specific improvements comprising Tenant Improvements are listed on Schedule "C".

(d) No construction or demolition work shall be permitted on Saturdays and Sundays or holidays commencing July 1 and ending September 6.

7. Plans and Specifications. The Tenant's rights under Section 6 above are subject to the following terms and conditions:

(a) All plans and specifications for the Tenant Improvements shall be prepared and completed by a licensed architect and/or engineer who shall be retained by and at the expense of Tenant, subject to the prior express written consent of Township, which consent shall not be unreasonably withheld, for that purpose.

(b) At no cost, charge or expense to Township, Tenant will furnish Township with copies of a site plan and all plans (architectural, mechanical and structural) and specifications for the Tenant Improvements as and when such plans are received by Tenant.

(c) Township's approval of any of the said plans and specifications for the Tenant Improvements shall be required.

(d) Planning Board approval of Tenant Improvements pursuant to N.J.S.A. 40:55D-31 shall be required.

(e) Tenant shall commence demolition, rehabilitation, construction and/or reconstruction of the Tenant Improvements within ninety (90) days from the expiration of any appeal period applicable to the Planning Board's approval of Tenant Improvements pursuant to N.J.S.A. 40:55D-31. The Tenant may request an extension of commencing of demolition, rehabilitation, construction and/or reconstruction of the Tenant Improvements due to conditions beyond the Tenant's control.

(f) Within ninety (90) days after completion of the rehabilitation, construction or reconstruction of the Tenant Improvements (as such completion is hereafter defined), Tenant shall also, without cost, charge or expense to Township, furnish Township with one complete set of "as built" plans, drawings and specifications of the Tenant Improvements.

(g) Tenant shall procure, at its own cost and expense, any approvals and permits requisite to the rehabilitation, construction or reconstruction of the Tenant Improvements and shall, during the construction thereof, comply with all applicable legal requirements. The Tenants Improvement shall, when completed, comply with all applicable laws, ordinances, rules, directives, regulations or orders of any state, municipal or other public authority affecting the same, and with all requirements of the Fire Insurance Rating Organization or similar body and of any liability insurance company insuring Township against liability for accidents in or connected with the Leased Premises or the Improvements thereon.

(h) After Tenant has completed the demolition of the existing Improvements, Tenant shall thereafter commence and complete construction with diligence and continuity until completion of Tenant Improvements.

(i) Title to the Tenant Improvements and all additions, alterations and improvements thereto, or replacements thereof and appurtenant fixtures and equipment therein installed when erected or installed in or upon the said premises, shall be in Tenant subject to the provisions of Section 29 hereof.

8. Demolition.

(a) Prior to “commencement of demolition” (as hereinafter defined) of any improvements on the Leased Premises, Tenant shall deliver to Township certificates of insurance naming Township as an insured, which insurance shall be maintained and kept in force by Tenant until the issuance of a Permanent Certificate of Occupancy for the Tenant Improvements. For purposes of this Lease, “commencement of demolition” means the actual commencement of demolition work on the Improvement.

(b) Prior to demolition and completion of the Tenant Improvements, Tenant shall furnish a performance guaranty in an amount equal to 100% of the costs of the work and materials to guaranty the completion of the Tenant Improvements and/or restoration of the site within one (1) year from the Commencement Date of this Lease.

9. Net Lease. Township shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Property, except:

(a) Illumination adjacent to the proposed structure.

(b) Snow removal in parking lot.

(c) Remove fence, lighting poles, storage structure (shed) and trees only around the lower courts.

(d) Notwithstanding the above, trees adjacent to the sand volleyball court shall be the responsibility of Tenant. If and in the event the retaining wall needs to be removed as per conditions of site plan approval, it shall also be the responsibility of Tenant.

10. Maintenance. Tenant shall, at its own expense, maintain the Leased Premises and all improvements, equipment and other personal property on the Leased Premises in good working order, condition and repair. Tenant shall maintain and manage the Leased Premises according to United States Tennis Association guidelines, where applicable. Tenant shall keep the Leased Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference. Such maintenance shall commence once the Leased Premises has been approved for construction and building permits have issued to the Tenant.

11. Access for Inspections. Township and its agents shall have the right to enter the Property at reasonable times to examine and inspect the Leased Premises. Any right given to the Township to enter the Leased Premises shall be exercised only during ordinary business hours, and on reasonable advance notice to Tenant, except if Township shall have reasonable grounds to believe an emergency exists or is threatened, in such instance Township shall be entitled to take such actions and to proceed at such times that Township shall deem appropriate. The inspection provisions set forth herein apply to the Township only in its capacity as Landlord and shall not be deemed to affect any rights of access and inspection which the Township has as a governmental entity as to all properties within its borders.

12. Utilities. Tenant shall be responsible for obtaining any utility service to the Leased Premises that it desires. Tenant shall pay when due all charges for utilities to the Leased Premises during the term of the Lease.

13. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Leased Premises.

14. Zoning. The Township represents that the use provided for in this Lease is a permitted one.

15. Violation of Lease, Notice, Time to Cure.

(a) Township understands that, in reliance upon Tenant's rights and privilege under this Lease, Tenant will be expending significant funds in rehabilitating the Leased Premises. Likewise, Tenant understands the Township's interest in and expectation that the Tenant's operation and management of the Leased Premises will result in the Township receiving ten (10)

refurbished tennis courts at the end of the Lease. Therefore, in the event Township reasonably believes, in good faith, that Tenant is violating a provision of this Lease (a "Default"), Township shall serve written notice upon Tenant, as well as any other party, which notified the Township by certified mail, return receipt requested that it has an interest in Township's rights under this Lease (i.e. Lender), identifying with specificity each provision of the Lease which Township contends Tenant is violating (the "Notice"). Tenant shall have thirty (30) days from receipt of the Notice to cure the Default, unless, in spite of diligent effort, a longer time to cure is necessary. In such case, Tenant shall have a reasonable additional time, not to exceed an additional ninety (90) days to cure the Default. Notwithstanding the foregoing provisions relating to curing a Default, if the Default alleged is that the Leased Premises is being managed in such a way that the Leased Premises is being jeopardized, Tenant must cure the Default immediately. This provision shall not apply to the responsibilities of the Tenant under Section 4 or 8(b).

(b) It is agreed and understood that the Township does not waive any violation of the terms and conditions of this Lease because it either 1.) fails to serve Notice, or 2.) fails to specify a particular violation in any Notice.

16. Opportunity for Tenant to Cure. In the event of any default of this Lease by Tenant, the Township may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Township is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Township's rights under this Lease, the sums so paid by Township, with all interest,

costs and damages shall be due from the Tenant to Township on the first day of the month following the incurring of the respective expenses. This provision shall not apply to the responsibility of the Tenant under Section 4 or 8(b).

17. Tenant's Default. Upon the occurrence of any of the following events (herein called "Events of Default"), i.e.,

(a) if Tenant shall fail to pay any installment of Rent or other charges, or any part thereof, as and when the same become due and payable, and such default shall continue for a period of ten (10) days after notice, or

(b) if Tenant shall violate, fail to comply with or perform any other covenant, term, condition or agreement of this Lease, other than that requiring payment of a sum of money, and such default shall continue for a period in excess of time set forth in Section 15, the Township shall have the right, at the Township's option, to terminate this Lease and the Term hereof, as well as all the right, title and interest of Tenant hereunder, by giving Tenant ten (10) days' notice in writing of such termination, and this Lease and the Term hereof, as well as all of the right, title and interest of Tenant hereunder in the Leased Premises and the Tenant Improvements, shall wholly cease and expire in the same manner and with the same force and effect as if the date fixed by such latter notice were the expiration of the term herein originally granted, and Tenant shall immediately quit and surrender to the Township the Leased Premises, the Tenant Improvements and each and every part thereof, and Township may enter into or repossess the Leased Premises and the Tenant Improvements either by force, summary proceedings or otherwise.

(c) In the event that this Lease shall be terminated as provided in Section (a) or (b) above, either by summary proceedings or otherwise, or in the event that the Leased Premises shall be abandoned by Tenant, then the Township, or his agents or representatives may re-enter and resume possession of the Leased Premises and the Tenant Improvements either by summary proceedings or by a suitable action or proceeding at law or in equity, without being liable for any damages therefor, which re-entry and repossession of the Leased Premises by the Township shall be the Township's sole and exclusive remedy notwithstanding anything to the contrary contained in this Lease. Upon the re-entry and repossession by the Township and/or upon the surrender of the Leased Premises by Tenant or the abandonment of the Leased Premises by Tenant, this Lease and the estate created hereby shall wholly cease and terminate. The Tenant shall be responsible for all the costs of any summary or other proceedings together with reasonable attorney's fees.

(d) No default shall be deemed waived unless in writing and signed by the Township, except that any default in payment under subsection (a) of this Section shall be deemed waived if such default in payment is made good before the date fixed by the notice for termination of this Lease.

18. Condemnation. In the event the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain so as to materially hinder effective use of the Leased Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant and Township shall share the net award, as explained hereafter. "Net Award" shall mean the amount

of the condemnation award paid by the condemning entity after reduction for all costs of defending against the condemnation action, including but not limited to filing fees, appraisal costs, costs of experts, attorney's fees and other litigation costs. The Tenant shall be entitled to the net value of its improvements to the property.

19. Indemnity.

(a) Disclaimer of Liability: Township shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation or condition of the Leased Premises, except if caused by the negligence or intentional conduct of the Township.

(b) Tenant to Indemnify Township. Tenant shall not do or permit any act or thing upon the Leased Premises or Tenant Improvements which may subject Township to any liability by reason of any illegal business or conduct upon the Leased Premises or Tenant Improvements, or by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Leased Premises and Improvements as to fully protect Township. Tenant shall indemnify and hold Township harmless from and against any and all liability, fines, suits, claims, demands and actions, and costs and expenses of any kind or nature including reasonable attorneys' fees or by anyone whatsoever, due to or arising out of (a) any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed, and/or (b) any damage to person or property occasioned by Tenant's use and occupancy of the Leased Premises and Tenant Improvements or to any use or occupancy which Tenant may permit or suffer to be made of the Leased Premises and Tenant Improvements, and/or (c) any injury to person or persons, including death resulting at any time

therefrom, occurring in or about the Leased Premises, the Tenant Improvements and/or on the sidewalks in front of the same but nothing herein shall be deemed to relieve Township from any liability (i) resulting from the wanton or willful acts of Township and its agents, employees, invitees and licensees or anyone claiming through Township with respect to a claim by any third party or (ii) resulting from the negligence or wanton or willful acts of Township and its agents, employees, invitees and licensees or anyone claiming through Township with respect to a claim by Tenant.

(c) Defense of Township. If the Township is required to defend any action or proceeding for which it is entitled to indemnification pursuant to this Section 19, Township shall be entitled to appear, defend, or otherwise take part in the matter involved, at its election, by counsel of its own choosing at the expense of Tenant, providing (i) such action by Township does not limit or make void any liability of any insurer of Township or Tenant hereunder in respect to the claim or matter in question, (ii) such action or proceeding is not subject to defense by an insurance carrier under a policy or policies of insurance required to be carried pursuant to Section 20 hereof if (a) the coverage of such policy(ies) is in excess of the amount reasonably anticipated to be recovered, (b) there is not a disclaimer of coverage or reservation of rights by the insurer, and (iii) Township has made a written demand on Tenant to assume such defense with counsel reasonably acceptable to Township and Tenant has failed or refused, and continues to fail and refuse, to do so. Tenant's liability under this Section 19 shall be reduced by the net proceeds actually collected of any insurance effected by Tenant on the risks in question for Township's benefit. Township shall be entitled to reimbursement of the costs and reasonable attorney fees by the Tenant under this Section 19(c).

(d). Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this Section), all risk of dangerous conditions, if any, on or about the Leased Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Leased Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

20. Insurance. The Tenant shall not commence any work until the required Certificate of Insurance is forwarded to the Township. All expenses for insurance coverage shall be borne by the Tenant. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Tenant's responsibility for payment of damages resulting from the Tenant's operations under this contract.

(a) The Tenant shall purchase and maintain insurance with companies, satisfactory to the Township (a/k/a "Owner"), as follows:

- i. Workers' Compensation and Employer's Liability Insurance covering all of the Tenant's employees. This insurance shall comply with the statutory requirements for the State of New Jersey and shall have an Employer's Liability Insurance limit of not less than \$1,000,000.

ii. Comprehensive General Liability Insurance including Owner's and Contractor's Protective Liability, Completed Operations and Contractual Liability Insurance with minimum limits of not less than \$1,000,000 combined single limit/\$2,000,000 annual aggregate. All liability coverage shall be on an occurrence basis.

iii. Comprehensive Automobile Liability Insurance covering contractor for claims arising from all owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage.

iv. Contractual Liability Insurance must be included in the Comprehensive General Liability Insurance described in subsection ii. above, specifically insuring the

Indemnification Clause specified hereinafter.

v. Policy Limits specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

vi. Certificates of Insurance required above must be filed with the Owner before the contract begins. The Comprehensive General Liability Certificate must specifically state the Standard Contractual Liability Insurance is in force insuring the Indemnification Clause, and the Indemnification Clause must be typed on the Certificate. All Certificates must provide for sixty (60) days prior written notice to the Owner of policy cancellation or material change.

vii. Copies of the Insurance Policies required must be filed with the Owner before any lease begins and prior to Tenant having the right to enter upon the Property.

viii Policies shall remain in force for the entire lease term, renewed annually.

ix. All policies other than those for Workers' Compensation and environmental contamination shall be written on an occurrence and not on a claims made basis.

x. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits are equal or exceed those stated.

(b) Named Insureds: All policies, except for any workers' compensation policies, shall name Township and all associated, affiliated, allied and subsidiary entities of Township, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds").

(c) Insurance Companies: All insurance shall be affected under valid and enforceable policies, insured by insurers licensed to do business by the State of New Jersey or surplus line carriers on the State of New Jersey Insurance Commissioner's approved list of companies qualified to do business in the State of New Jersey. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

(d) Deductibles: All insurance policies may be written with deductibles and retainages, not to exceed \$5,000 unless approved in writing in advance by Township. Tenant agrees to indemnify and save harmless Township, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

(e) Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform substantial work on the Leased Premises to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type and in the amounts which Tenant is required to obtain under the terms of this Lease or the alternative, Tenant shall require that such contractors and subcontractors be named as additional insured parties on Tenant's insurance policies.

21. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Leased Premises herein will not generate any hazardous substance, and it will not store or dispose on the Property nor transport to or over the Leased Premises any hazardous substance. Tenant further agrees to hold Township harmless from and indemnify Township against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Township, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be

amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

22. Holding Over.

(a) Any holding over after the expiration of the term hereof, with the consent of the Township, shall be construed to be a tenancy from month to month and shall otherwise be for the term and on the conditions herein specified, so far as applicable. If the Township does not consent, Tenant's term shall be deemed expired and the Tenant shall be subject to ejectment and/or rent as set forth below.

(b) Notwithstanding the above, if and in the event the Tenant shall be in default under Section 30(e) below, the rent under Section 4 shall be 150% of the fair market value as established by an MAI Appraiser selected by the Township.

23. Acceptance of Property. By taking possession of the Leased Premises, Tenant accepts the Leased Premises in the condition existing as of the Effective Date. Township makes no representation or warranty with respect to the condition of the Property or Leased Premises and Township shall not be liable for any latent or patent defect in the Property or the Leased Premises.

24. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Township, to: Township Clerk
Township of Holmdel
4 Crawfords Corner Road

Holmdel, NJ 07733

If to Tenant, to: Igor Nikitin
Vlad Kharkover
AD-IN Sport Foundation, Inc.
90 Banyan Blvd.
Holmdel, NJ 07733

25. Assignment and Subletting.

Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Leased Premises without the Township's prior written consent. Consent by Township to any assignment or subletting may be withheld for any reason or for no reason. Consent by the Township shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any subletting or assignment by operation of law.

26. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

27. Non-Waiver. Failure of Township to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Township shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Township after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

28. Shoring.

Tenant shall allow an adjoining owner desiring to excavate on its premises, or a municipality desiring to excavate a nearby street, to enter the Leased Premises and Tenant

Improvements and shore up a perimeter wall during such excavation. Tenant shall, at Tenant's own expense, within a reasonable time, repair or cause to be repaired, any damage caused to any part of the Leased Premises and Tenant Improvements because of any excavation, construction work or other work of a similar nature which may be done on any property adjoining or adjacent to the Leased Premises, and Township hereby assigns to Tenant any and all rights to sue for or recover against such parties causing such damages, the amounts expended or injuries sustained by Tenant.

29. No Right to Mortgage Lease and Rights of Leasehold Mortgagees and Subordinate Leasehold Mortgagee. Tenant shall not have the right to mortgage the Leased Premises or Tenant's leasehold interest.

30. Surrender and Removal of Personal Property.

(a) At the end of the term of the Lease as set forth in Section 3 above, all of the improvements shall become the sole property of the Township, the Tenant may remove the following improvements, provided the Tenant is not in default under the lease:

- i. The building erected and its components (Metal Frame Tensile, Airdome and etc.)
- ii. Modular office and its components.

(b) Thirty (30) days prior to the end of the term, Tenant shall post a bond in the amount determined by the Township to assure proper restoration of the site after Tenant's removal of the items set forth in Subsection (a) above.

(c) Tenant shall, on or before the last day of the Term of this Lease, or on the sooner termination thereof, peaceably and quietly leave, surrender and deliver to Township all and singular the Leased Premises and the Tenant Improvements, free of subtenancies unless Township shall have consented to such subtenancies, broom-clean, together with all alterations, additions and

Improvements which may have been made upon the Leased Premises, except movable furniture, movable personal property or movable trade fixtures put in at the expense of Tenant or at the expense of any subtenant, provided that such property is removed without substantial injury to the Leased Premises or the Tenant Improvements. No injury shall be considered substantial if it is promptly and completely corrected, subject, however, to the subsequent provisions hereof. All the property removable pursuant to the provisions of this section shall be removed by Tenant on or before the date hereinabove in this section indicated, and all property not so removed shall be deemed abandoned by Tenant. If the Leased Premises and the Tenant Improvements be not surrendered at the end of the Term, Tenant shall make good to Township all damage which Township shall suffer by reason thereof, and shall indemnify Township against all claims made by any succeeding tenant against Township founded upon delay by Township in delivering possession of the Leased Premises to such succeeding tenant, so far as such delay is occasioned by the failure of Tenant to surrender the Leased Premises.

(d) Should the Township incur any expense in removing any such subtenant or person holding by or through or under Tenant who has failed to so surrender the Leased Premises or the Tenant Improvements, Tenant shall and hereby agrees to reimburse Township for the reasonable cost and expense including counsel fees of removing such subtenant or such person, provided Tenant shall have failed to have effected such removal after written demand.

(e) If during the Term of this Lease the Tenant shall cease to be a non-profit organization as required by N.J.S.A. 40A:12-15 - 15.1, the Tenant's termination of the Lease shall accelerate under Sections 30 (a)-(d) upon expiration of the cure period provided in Section 15.

31. Force Majeure.

In the event Tenant is delayed in complying with any of its obligations set forth in this Lease by reason of the future enactment of any law or issuance of any governmental order, rule or regulation establishing rationing or priorities in the use of material or restricting the use of labor, or by reason of delays due to strikes, lock-outs, acts of God, enemy action, civil commotion, fire or other unavoidable casualty or unavailability of construction materials, or changes in building plans, if any, made necessary in order to comply with the requirements of the zoning resolutions or codes or laws applicable to the Tenant Improvements or any other cause beyond Tenant's reasonable control, then the time within which Tenant shall comply with such obligations shall be extended for such period of time as Tenant shall have been so delayed. In no event shall the provisions of this Section 31 be deemed to relieve Tenant of its obligations to pay Fixed Net Rent or additional rent or any other sums payable under the Lease.

32. Fire or Casualty.

If the Tenant Improvements now or hereafter erected upon the Leased Premises during the Term shall be destroyed or damaged in whole or in part by fire, or as a result directly or indirectly of war, or by act of God, or occurring by reason of any causes whatsoever, Tenant covenants that Tenant shall give prompt notice thereof to Township, and Tenant at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the extent to of the value and as nearly as practicable to the character of the Tenant Improvements existing immediately prior to such occurrence. Such repairs, replacements or rebuilding shall be made by Tenant, as aforesaid, and in accordance with the following terms and conditions:

- (a) the same shall be made in accordance with plans and specifications therefor if required by law, subject, however to the provisions of Sections 7 and 8 of this Lease;
- (b) before commencing any such work, said plans and specifications and application for all permits shall be filed and approved by all municipal or other governmental departments or authorities having jurisdiction thereof and a firm estimate for the cost of such repairs or restoration shall be obtained;
- (c) before commencing any such work, Tenant shall, at its own cost and expense, deliver to Township appropriate endorsements to be attached to and made part of the fire and liability policies more particularly described in Section 20 hereof. Said endorsements shall cover all of the risks concerned during the course of such work and shall be in form and content reasonably satisfactory to Township. Any dispute with respect to any of such endorsements shall be determined by arbitration as hereafter provided;
- (d) such work shall be commenced within one hundred twenty (120) days after settlement shall have been made with the insurance companies and the insurance monies shall have been turned over to Tenant or Depositary as provided in Section 20 hereof and the necessary governmental approvals, as herein provided for, shall have been obtained, and such work shall be completed within a reasonable time, due regard being had to conditions, free and clear of all liens and encumbrances and in accordance with said plans and specifications;
- (e) at least ten (10) days before commencing such work Tenant shall notify Township of Tenant's intention to commence the same, and Tenant shall pay the increased premiums, if any, charged by the insurance companies carrying insurance on said Tenant Improvements, to cover the additional risk during the course of such work.

33. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. Further Assurances.

The parties agree to cooperate with each other and to execute and deliver, without expense to the other, such further documents and assurances as may be necessary to carry out the purposes of this Lease.

35. Governing Law.

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the substantive laws of the State of New Jersey.

36. Construction Liens.

(a) Notice is hereby given that Township shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no construction or other lien, charge or order for the payment of money for any such labor or materials (hereinafter collectively referred to as "Construction Liens") shall attach to or affect the interest of Township in and to the Leased Premises or the Tenant Improvements.

(b) Tenant covenants that whenever and as often as any Construction Liens shall have been filed against any part or all of the Leased Premises or any part of the Tenant Improvements or the

Property based upon any act or interest of Tenant or of anyone claiming through Tenant, Tenant shall forthwith take such action by bonding, depositing or paying so as to remove or satisfy the lien; and in default thereof for ten (10) days after notice to Tenant from Township. The Township may discharge the Construction Lien by bonding or deposit, and the amount so expended, with interest thereon, shall be deemed additional rent reserved under this Lease, and shall be payable forthwith with interest at the Prime Rate plus two percent (2%) as published in the Wall Street Journal from the date of such advance and with the same remedies to Township as in case of default in the payment of rent as herein provided.

37. Waivers and Surrenders to be in Writing.

The receipt of rent by Township, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of Township or of Tenant to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by Township or Tenant, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of Township or Tenant to enforce the same in the event of any subsequent breach or default. The receipt by Township of any rent or any other sum of money or any other consideration hereunder paid by Tenant after the termination, in any manner, of the Term herein demised, shall not reinstate, continue, or extend the Term herein demised, unless so agreed to in writing and signed by Township. Neither acceptance of the keys nor any other act or thing done by Township or any agent or employee during the Term shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing signed by Township accepting or agreeing to accept such a surrender.

38. Affirmative Action. Execution of the Affirmative Action documents as shown on Schedule "E" hereto.

39. Miscellaneous.

(a) Township and Tenant each represent and warrant to the other that all necessary authorizations and approvals required for execution and performance of this Lease have been given and that the undersigned individual is duly authorized to execute this Lease and bind the party for which it signs.

(b) This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

(c) If any term, covenant, condition or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

(d) Tenant shall use the utmost good faith to apply for, obtain, and keep in full force and effect all certificates, permits, licenses, and approvals affecting Tenant's ability to use the Leased Premises.

(e) This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (f) This Lease does not and shall not be construed to establish or create a partnership, joint venture, franchise or other form of business association between Township and Tenant. This Lease was executed as of the date first set forth above.

AS TO TOWNSHIP:

ATTEST (AFFIX SEAL)

TOWNSHIP OF HOLMDEL

MAUREEN DOLOUGHTY, Township Clerk

ERIC HINDS, Mayor

AS TO TENANT:

WITNESS:

AD-IN SPORT FOUNDATION INC.

(Print Name)

By: _____

(Print Name)

SCHEDULE A
Leased Premises

The Leased Premises is the area as shown on the site plan below.



SCHEDULE B
Permitted Encumbrances

NONE CLAIMED BY TENANT

SCHEDULE C
Tenant Improvements

The Tenant's Improvements pursuant to Section 6 shall be shown on a plan to be submitted by Tenant consistent with a site plan attached as Schedule "A.", and subject to the Township's approval pursuant to Section 7. Said plans shall be incorporated by reference as Schedule "C".

In addition, the following infrastructure improvements responsibility shall be allocated as follows:

1. Water: Already at site. Hook up is the responsibility of the Tenant.
2. Sewer: There is an existing manhole located in front of the swim club. The grade has been determined by Maser Consulting to be adequate to allow a line to be run from the proposed bathroom. This shall be the responsibility of the Tenant.
3. Gas: New Jersey Natural Gas has agreed to run gas to the site, but the Tenant must build a structure to support the gas meter. Anything from the meter to the building shall be the responsibility of the Tenant.
4. Electric: JCP&L has been contacted and they are working on a cost to bring electric to the site. This cost shall be the responsibility of the Township, but the hook up from the meter to any service shall be the responsibility of the Tenant.

SCHEDULE D

**Recreation Department Tennis Court Programming
(8-3-16)**

AD-IN Sports Foundation will offer tennis classes for Holmdel Residents on 1 court during the following times. Any class that does not run, the time will be returned to the AD-IN Sports Foundation. All registration and instruction will be done by the AD-IN Sports Foundation.

**Class fee shall not exceed \$25/hour for Holmdel Residents
One Court**

Monday

9am-12pm (Adult/Pee Wee Classes) 4pm-6pm (Pee Wee/Youth Classes)

Tuesday

9am-12pm (Adult/Pee Wee Classes) 4pm-6pm (Youth/Adult Classes)

Wednesday

9am-12pm (Adult Classes) 4pm-6pm (Youth Classes)

Thursday

9am-12pm (Adult/Pee Wee Classes) 4pm-6pm (Youth/Adult Classes)

Friday

None

Saturday

9am-12pm (Adult/Youth Classes)

Sunday

9am-12pm (Adult Classes)

1 court available for Holmdel Residents as per below at a 10% discount of the scheduled rental rate:

Monday thru Friday 6pm-10pm

Saturday/Sunday 8am-12pm

SCHEDULE E

MANDATORY AFFIRMATIVE ACTION LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signature

AFFIRMATIVE ACTION AFFIDAVIT

I, _____, residing at _____ in the _____ of _____, County of _____, State of New Jersey, being of full age, and duly sworn according to law on my oath, depose and say that:

1. I am the _____ (title) of _____.
2. I am making this statement on behalf of the Tenant leasing property from the Township of Holmdel.
3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer of the State of New Jersey pursuant thereto.
4. We have complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127, and the rules and regulations issued by the Treasurer of the State of New Jersey, pursuant thereto.
5. I am aware that if we do not comply with P.L. 1975, c. 127 and rules and regulations pursuant thereto, that no monies will be paid by the Township of Holmdel until an affirmative action plan is approved. I am also aware that the contract may be terminated and I may be debarred from all public contracts for a period of five (5) years.

Subscribed and sworn before me this
day of _____, 2016.

Notary Public of New Jersey

DISCLOSURE STATEMENT

All members or trustees of the corporation who hold any interest in the corporation:

NAMES

ADDRESSES

(signature)

(title)

Dated:

SCHEDULE F

YEAR	AMOUNT	TERMS
1*	\$-	NO CHARGE
2	\$-	NO CHARGE
3	\$48,000.00	6 YEARS AT \$4,000/MONTH. ANNUAL 2% INCREASE
4	\$48,960.00	
5	\$49,939.20	
6	\$50,937.88	
7	\$51,956.74	
8	\$52,995.88	
9	\$54,585.75	4 YEARS AT \$4,000/MONTH. ANNUAL 3% INCREASE
10	\$56,223.33	
11	\$57,910.03	
12	\$59,647.33	
13	\$84,000.00	REMAINDER OF LEASE, \$7,000/MONTH
14	\$84,000.00	
15	\$84,000.00	
16	\$84,000.00	
17	\$84,000.00	
18	\$84,000.00	
19	\$84,000.00	
20	\$84,000.00	

Year 1 shall commence on the Effective Date and every year thereafter on the anniversary of the Effective Date

TOWNSHIP OF HOLMDEL

TOWNSHIP COMMITTEE AGENDA ITEM # 14

Meeting Date: September 20, 2016

Subject: Shared Services Agreement

Submitted by: Maureen Doloughty

Approved by:

RECOMMENDATION

It is recommended that the Committee adopt the Resolution

PREVIOUS ACTION

BACKGROUND

The Township of Holmdel wishes to enter into a Shared Services Agreement with other affected municipalities to intervene in the Matter of the Petition of JCP&L to share resources and split expenses for the cost of special counsel and related experts to challenge JCP&L's petition.

FISCAL IMPACT

Attachments:

RESOLUTION AUTHORIZING SHARED SERVICES DEFENSE AGREEMENT FOR
JOINT MUNICIPAL MEETING FOR JOINT DEFENSE AND REPRESENTATION IN THE
MATTER OF THE PETITION OF JCP&L PURSUANT TO N.J.S.A. 40:55D-19
FOR A DETERMINATION THAT THE MONMOUTH COUNTY RELIABILITY PROJECT IS
REASONABLY NECESSARY FOR THE SERVICE, CONVENIENCE OR WELFARE OF
THE PUBLIC, BPU DOCKET NO. E016080750

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, *et seq.*), municipalities may form joint meetings to share various services; and

WHEREAS, pursuant to N.J.S.A. 48:2-32.2, the Township of Holmdel ("Holmdel") and other affected municipalities ("the Municipal Group") wish to intervene in the Matter of the Petition of JCP&L Pursuant to N.J.S.A. 40:55D-19 for a Determination that the Monmouth County Reliability Project is Reasonably Necessary for the Service, Convenience or Welfare of the Public, BPU Docket No. E016080750 ("the Petition"); and

WHEREAS, the Municipal Group wishes to enter into a Shared Services Defense Agreement ("Agreement") to share resources and split expenses for the cost of special counsel and related experts to challenge JCP&L's Petition while maintaining confidentiality in communications between government entities, their litigation control groups, counsel and experts; and

NOW, THEREFORE, BE IT RESOLVED, by the Township of Holmdel in the County of Monmouth, State of New Jersey that the Mayor is hereby authorized and directed to execute the attached Shared Services Defense Agreement pursuant to the terms and conditions contained therein.

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified the availability of funds for the Township's initial contribution called for under the Agreement and is further authorized and directed to establish a trust account for the deposit and payment of funds for the Municipal Group to pay professional fees under the terms of the Agreement.

BE IT FURTHER RESOLVED that a copy of this Resolution and the Agreement shall be transmitted to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

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 September 20, 2016.

Maureen Doloughty, RMC
Township Clerk

SHARED SERVICES DEFENSE AGREEMENT

This Agreement is made as of this ___ day of _____ 2016, by and between and among the Members (“Members”) of the Municipal Group (“MG”), whose representatives have executed this Shared Services Defense Agreement (“Agreement”) as a joint meeting pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.). In consultation with their legal advisors, the Members of the MG are intervening pursuant to N.J.S.A. 48:2-32.2 In the Matter of the Petition of JCP&L Pursuant to N.J.S.A. 40:55D-19 for a Determination that the Monmouth County Reliability Project is Reasonably Necessary for the Service, Convenience or Welfare of the Public, BPU Docket No. EO16080750 (“the Petition”), or may otherwise be engaged in litigation (hereinafter referred to as “Litigation”) to protect and defend the interests of the Members of the MG.

WHEREAS, the Members wish to cooperate collectively specifically authorizing under this Agreement to obtain information from experts and special counsel regarding the Petition that may be used in planning and in Litigation, and to enter into agreements with experts and counsel, for these purposes.

NOW, THEREFORE, in consideration of the agreements and obligations listed below, the Members hereby agree as follows:

1. Purpose

The purpose of this Agreement is to control the manner and the means by which the Members:

- (a) participate in this Agreement;
- (b) collectively retain experts and special counsel;
- (c) collectively work with experts and special counsel to contest the Petition;

- (d) raise funds to pay for activities authorized by the MG (“Shared Costs”); and
- (e) engage in such other activities related to and in accordance with the purposes of this Agreement.

Nothing in this Agreement limits the right of any Member to take such action as deemed necessary to protect its own interests in opposing the Petition or in litigation.

2. Meetings

Upon remitting the initial \$20,000 payment set forth in paragraph 5 and execution of this Agreement, each member of the MG shall provide Middletown with the contact information of counsel to whom all notices under this Agreement shall be provided if it has not done so heretofore (hereinafter “designated counsel”). In the event the municipality fails to supply the name of the designated counsel, the municipal attorney shall serve as the designated counsel unless the municipality informs Middletown that it wishes another attorney to serve as designated counsel. Meetings of the MG shall be conducted with Counsel for Members to determine actions to be taken by and on behalf of the MG in furtherance of their common interests.

3. Authorization to Sign

As the lead agency, Township of Middletown (“Middletown”) shall be authorized to sign or execute contracts, agreements and purchase orders with experts and special counsel to serve the purposes of this Agreement.

4. Shared Costs

All assessments for Shared Costs shall be solely to pay for experts and special counsel. If the initial assessment is insufficient to cover these costs, each Member shall pay an additional fee if it wishes to continue to proceed as part of the MG. Each Member, however, will be able to

retain and utilize any expert reports or other work product generated by the experts retained by the MG for their individual challenge or defense.

5. Expenses Not Covered By This Agreement

This Agreement is just for the cost to perform the services set forth in paragraph 5. Each member of the MG shall be responsible for any other expenses they may incur and the responsibility to pay those expenses shall not be the responsibility of the MG. Each Member shall be free to seek to any expert individually to serve.

6. Holding of Funds

The MG hereby authorizes Middletown to hold in escrow all Shared Cost monies collected in connection with this Agreement, with the Chief Financial Officer of Middletown making distributions of the same upon proper presentment of invoices and purchase orders. A full accounting of the funds may be requested at any time by any Member.

7. Confidentiality and Use of Information

From time to time, Members or their counsel and/or other consultants or experts, including those independently retained by any Member may elect to disclose or transmit to each other such information as the Members may deem appropriate for the purpose of developing any common issues, claims, defenses, legal positions or other matters relating to the Petition, Litigation and for coordinating such other activities as may be necessary to carry out the purposes of this Agreement ("Shared Information"). Shared Information may include documents and information that are protected by attorney-client privilege, attorney work product doctrine, or other privilege or protection ("Protected Materials"). The Members agree that any sharing of Protected Materials among the Members and their counsel pursuant to this Agreement is not intended to and shall not constitute a waiver of any privilege or protection that otherwise would

apply to the Protected Materials. Each Member agrees that all Shared Information, other than that described below, shall be held in strict confidence by the receiving Member, and by all persons to whom such confidential documents and information are revealed by the receiving Member, and that such documents and information shall be used by the receiving Member and any other receiving party only in connection with issues, claims, defenses, legal positions or other matters relating to the Petition or Litigation and for conducting such other activities as may be necessary to carry out the purposes of this Agreement. The Members intend to protect from disclosure all information and documents shared by any Members with each other and other consultants or experts of individual members of the MG to the greatest extent permitted by law, regardless of whether the sharing occurred before execution of this Agreement and regardless of whether any writing or document is marked "Confidential." Sharing of Protected Materials between a Member and its governing body pursuant to attorney-client privileged communications, shall not constitute a violation of the terms of this Agreement and by the acceptance of such Protected Material those recipients shall be bound by the terms of this Agreement to the extent applicable. Nothing in this Agreement shall preclude any Member from providing Shared Information with any independent expert or consultant that it has retained, who shall be bound by these same confidentiality terms. The confidentiality obligations of the Members shall continue in full force and effect without regard to whether: (i) this Agreement is terminated, or (ii) any action arising out of the MG is terminated by final judgment or settlement; provided however, that the provisions of this Section shall not apply to information that is now, or hereafter becomes, public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise

protected from disclosure. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

8. Communications

All communications shall be through designated counsel only and no Member may contact the experts and special counsel directly.

9. Common Interest

As the Members have a common interest in the development of a uniform approach to certain aspects of the Litigation by engaging experts and special counsel, each Member agrees that if any Member withdraws from MG and this Agreement, or elects not to rely upon any report or testimony of its experts, that Member agrees that it shall raise no objection at trial or in any other proceeding to the continued presentation by any other Member of any report or testimony of the MG's experts or counsel on the basis of the relationship that has been created between such Member and the MG's experts or special counsel under the terms of this Agreement. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

10. No Adoptive Admission

No Member shall be bound by any findings or conclusions of any report by any expert of the MG until such time as the common expert's report has been approved by such Member and is formally adopted by the Member in Litigation. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

11. New Members.

Any municipality that wishes to become a Member subsequent to the effective date of this Agreement may do so only by (a) signing this agreement, (b) paying the initial fee

referenced in paragraph, and (c) paying *ab initio* any additional assessments which such Member would have been obligated to pay.

12. Denial of Admissions.

This Agreement shall not constitute, nor be interpreted, construed or used as evidence of, (a) any admission of responsibility, obligation, law or fact, or the failure of any Member, (b) a waiver of any right, defense, theory or position, or (c) an estoppel against any Member by Members as among themselves or by any other person not a Member; provided, however, that this Agreement can be used to enforce its terms.

13. Effective Date.

This Agreement shall not be effective for any individual Member until that the prospective Member executes this agreement and furnishes its initial payment to Middletown.

14. Termination.

This Agreement shall terminate upon the execution of a writing signed by all Members which have not withdrawn from, been removed from, or otherwise ceased to participate in this Agreement.

15. Applicable Law.

This Agreement shall be interpreted under the laws of the State of New Jersey.

16. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

17. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but collectively shall constitute but one and the same document provided that each

Member receives a copy of signature page(s) signed by all other Members. Signatures sent electronically shall be deemed to be originals.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

TOWNSHIP COMMITTEE AGENDA ITEM # 15

Meeting Date: September 20, 2016
Subject: Emergency Contract – Recycling Services
Submitted by: Barbara Kovelesky, QPA
Approved by: Donna M. Vieiro, Township Administrator

RECOMMENDATION

It is recommended the Township Committee award an emergency contract for recycling services for ??????? for the period of September 26, 2016 through December 31, 2016.

PREVIOUS ACTION

The Township exercised the option to renew its recycling contract with Future Sanitation for 2016 at the October 20, 2015 meeting. The contract term was from January 1, 2016 through December 31, 2016.

BACKGROUND

The Township received notification from Future that as of ??????? they will no longer be able to perform recycling services for the Township.

Pursuant to N.J.S.A. 40A:11-6 “any contract may be generated or awarded for a contracting unit without public advertisement for bids and bidding, when an emergency affecting the health, safety or welfare requires the immediate delivery of goods or the performances of services”

The Township will be going out to bid for the 2017 Recycling Contract.

FISCAL IMPACT

The fiscal impact shall be ??????????

Attachments:

- Resolution
Future Sanitation letter dated ????????

For Internal Use
Township Committee Action
Approve Denied Other
Comments:
Date Delegated:
Signature:

TOWNSHIP COMMITTEE AGENDA ITEM # 17

Meeting Date: September 6, 2016

Subject: **6 Red Coach Lane- Open Space Easement Swap**

Submitted by: Loni Lucina, Administrative Clerk/Code Enforcement Officer

Approved by: *Donna M. Vieiro, Township Administrator*

RECOMMENDATION

It is recommended that the Township Committee review the attached documentation and determine if a swap of part of the Open Space Easement will be granted.

PREVIOUS ACTION

None.

BACKGROUND

Joanne and Alphonse Procaccino purchased 6 Red Coach Lane on April 11, 1994 (see attached deed) At the time to of the purchase they were provided with a survey of the property done for the prior owners dated November 19, 1986. The survey showed a drainage easement in the rear yard of the premises (see attached). Mr. and Mrs. Procaccino had a second survey prepared for them and it showed the same easements (see attached). Relying on those surveys, the Procaccinos' applied for a permit to install a 65' x 43' in ground swimming pool, pool equipment, pool patio and fence. As per the survey all the proposed items were within the allowed area and did not encroach within any setbacks or easements. Alice Karlquist issued a Zoning Permit on May 11, 1999 and the pool, patio, fence and equipment were subsequently installed. On June 3, 2015 the Procaccino's entered into a contract to sell their home to the Chiricolos, in the course of the transaction, the Chiricolos had a survey prepared for their purchase. The survey disclosed the existence of an open space easement in the rear yard of the premises and it disclosed that the pool, fence and pool equipment were installed within the easement area. The existence of this open space easement was a complete surprise to the Procaccinos who had no knowledge of the existence of the easement and relied on the two (2) prior surveys in order to obtain the Zoning Permit. A new survey has been prepared with the areas to be swapped, (see attached).

The Engineer has reviewed the attached documents and has rendered an opinion (see attached). The appropriate \$1,500.00 escrow has been paid.

FISCAL IMPACT

None

**LAW OFFICES OF
VALERIE F. AVRIN
BETHANY COMMONS
1 BETHANY ROAD, BLDG. 3, SUITE 45
HAZLET, NEW JERSEY 07730**

N.J. and N.Y. BARS
Georgia@avrinlaw.com

TELEPHONE (732) 888-1202
FAX (732) 888-9295

October 5, 2015

Holmdel Township Committee
4 Crawfords Corner Rd.
Holmdel, NJ 07733

Re: 6 Red Coach Lane, Holmdel

Dear Committee Members:

I am the attorney representing Joanne and Alphonse Procaccino.

My clients purchased 6 Red Coach Lane on August 1, 2005. At the time of their purchase, they were provided with a survey of the property done for the prior owners dated November 19, 1986. This survey showed a drainage easement in the front yard of the property and a 25 foot drainage easement in the rear yard of the premises. (Attached as Schedule A)

My clients had a second survey performed for them as is routinely done in connection with the purchase of real property. That survey dated March 22, 1994, showed the existence of a drainage easement in the front yard and a 25 foot drainage easement along the property line in the rear yard just as the prior survey did. (Attached as Schedule B)

Relying on those surveys, which are attached, my clients applied for a permit to install a 65' X 43' in ground swimming pool, pool equipment, pool patio and fence. As per the survey, all proposed items were within the allowed area and did not encroach within setback areas or within the existing drainage easements. As a result, a zoning permit was issued by Alice Karlquist, Holmdel Zoning Officer. The pool, patio, fence and equipment were subsequently installed.

On June 3, 2015, the Procaccino's entered into a contract to sell their home to Geraldo & Heather Chiricolo.

In the course of this transaction, the Chiricolo's had a land survey performed for their purchase. This survey disclosed the existence of an open space easement in the rear yard of the premises. As the latest survey demonstrated, the swimming pool, the fence and pool equipment were installed in the open space easement area. The existence of this easement was a complete surprise to the Procaccino's, who had no knowledge of the existence of this easement and relied on the two prior land surveys and the granting of their zoning permit for these items.

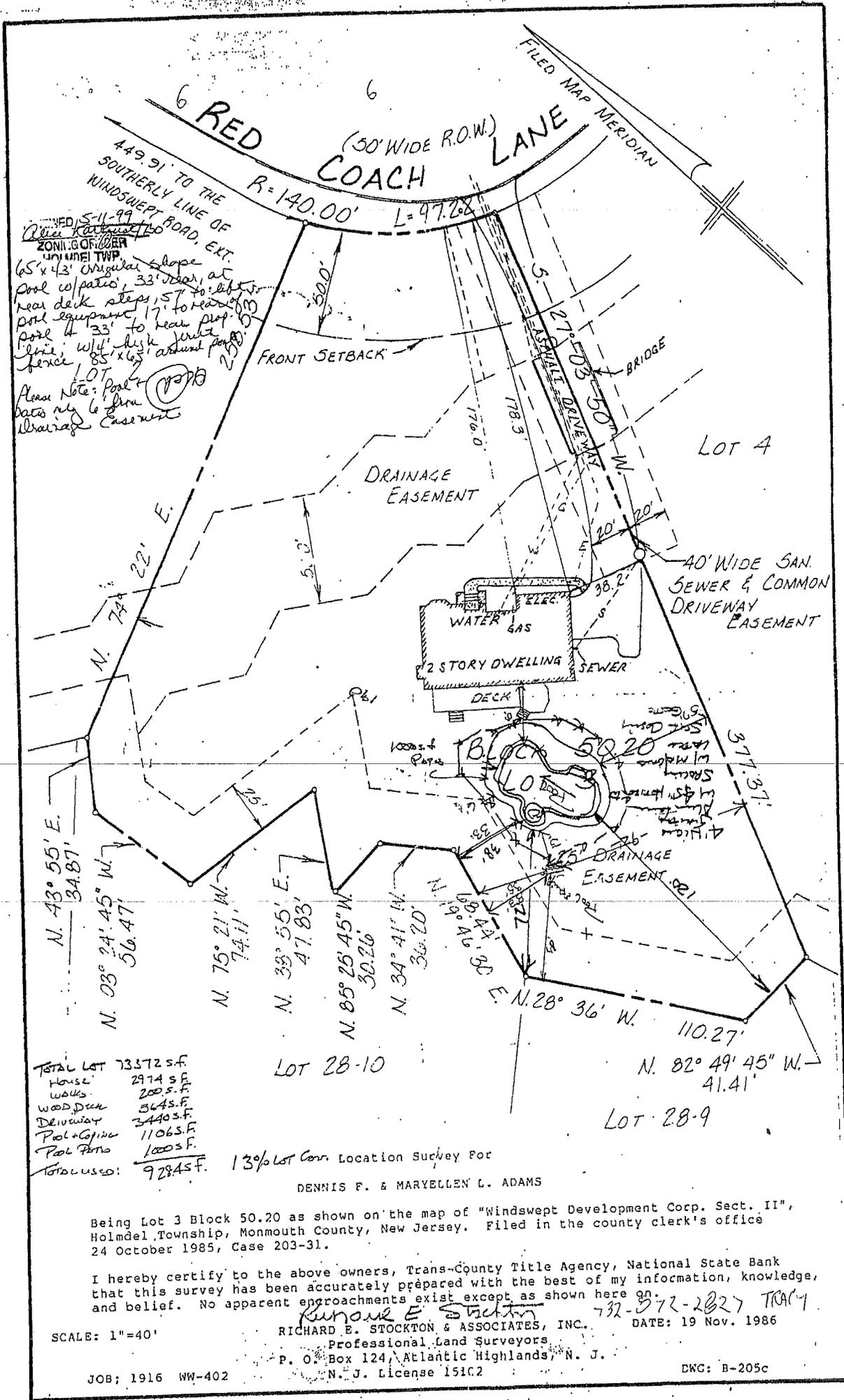
As per the terms of their contractual agreement with the Chiricolo's, the Procaccino's agreed to bring this matter before the Township Committee to seek a resolution to the encroachment. The Procaccino's are proposing that the open space easement on the premises be relocated from the rear yard to the front yard to correct for the zoning approval error. This will allow the municipal's intent of preserving open space to be met, while allowing the Procaccino's to deliver title to the property free from the zoning error. A proposed survey demonstrating the proposed new easement area is also attached.

Very Truly Yours,



Valerie F. Avrin

Enclosures



5-11-99
 65' x 43' irregular slope
 Pool w/ patio, 33' rear, at
 rear deck steps, 57' to rear
 pool equipment, 17' to rear
 pool, 33' to rear prop.
 line, w/ 4' high white
 fence, 85' x 43' around pool.
 Please Note: Pool &
 data rely to firm
 drainage easement

TOTAL LOT	73372 S.F.
House	2974 S.F.
Woods	200 S.F.
WOOD DECK	364 S.F.
DRIVEWAY	3440 S.F.
Pool + Coping	1106 S.F.
Pool Patio	1000 S.F.
Excluded:	9284 S.F.

13% Lot Conv. Location Survey For

DENNIS F. & MARVELLEN L. ADAMS

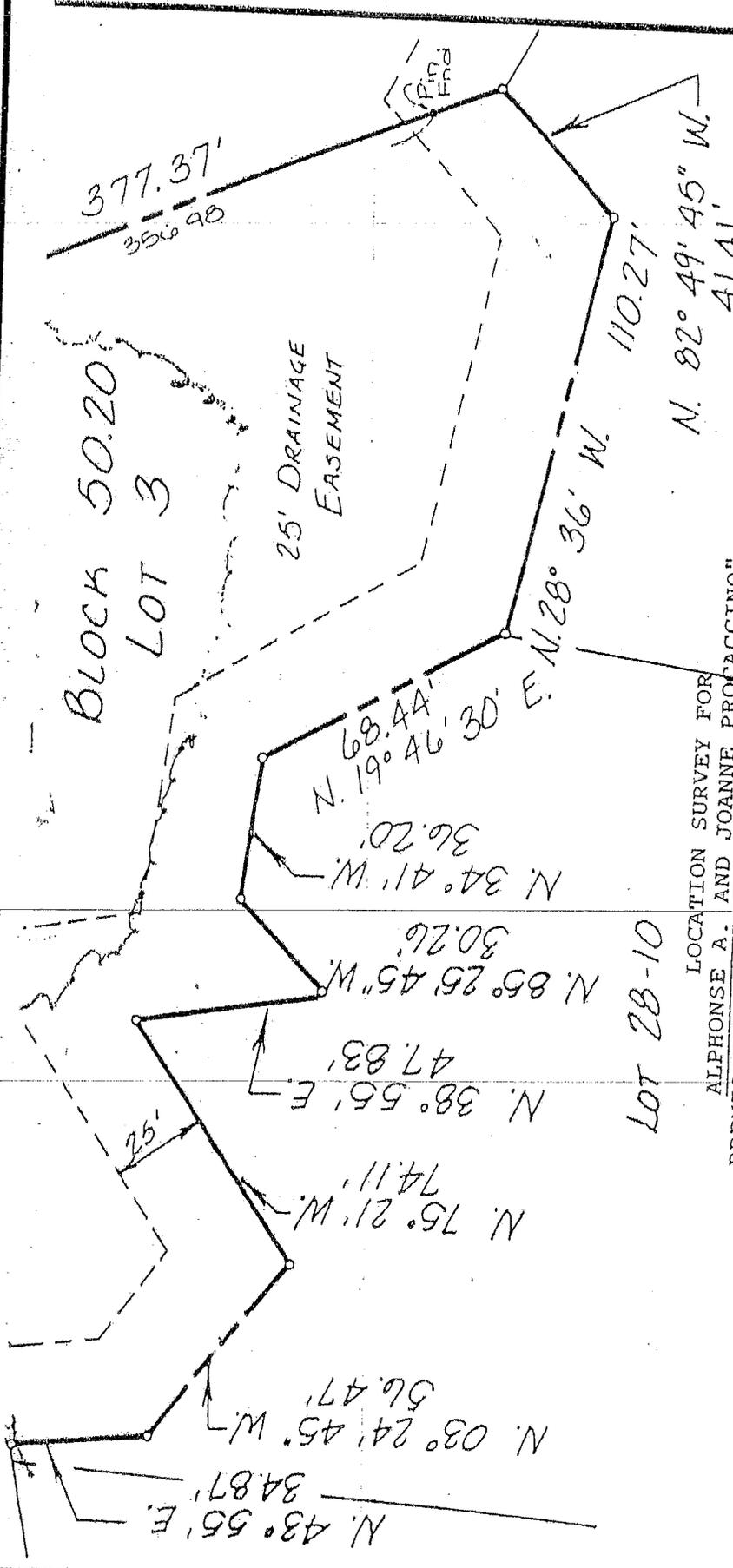
Being Lot 3 Block 50.20 as shown on the map of "Windswept Development Corp. Sect. II", Holmdel Township, Monmouth County, New Jersey. Filed in the county clerk's office 24 October 1985, Case 203-31.

I hereby certify to the above owners, Trans-County Title Agency, National State Bank that this survey has been accurately prepared with the best of my information, knowledge, and belief. No apparent encroachments exist except as shown here on.

SCALE: 1"=40'

RICHARD E. STOCKTON & ASSOCIATES, INC.
 Professional Land Surveyors
 P. O. Box 124, Atlantic Highlands, N. J.
 N. J. License 151C2

732-372-2827 TRACY
 DATE: 19 Nov. 1986



LOCATION SURVEY FOR
ALPHONSE A. AND JOANNE PROCACCINO"
PREMISES KNOWN AS NUMBER 6 "RED COACH LANE" LOT 28-9

Being known as Lot 3 Block 50.20 as shown on the map of "Windswept Development Corp." Section II, Holmdel Township, Monmouth County, New Jersey, Filed in the Monmouth County Clerk's Office October 24, 1985, Case 203-31. This is to certify to the above named purchasers (Alphonse A. & Joanne Procaccino) "Mortgage City, Inc." its successors and/or assigns as their interest may appear (As Mortgagee for the above named purchasers only) "Select Title Agency, Inc." / Commonwealth Land Title Insurance Company", Richard Silverlieb, Esq. that this map, or plat and Land Title surveys" jointly established and adopted by ALTA and ACSM in 1993 and pursuant to the accuracy standards in effect on the date of this certification of an Suburban Survey.

Scale 1" = 40 feet

RICHARD E. STOCKTON & ASSOCIATES, INC.
Surveying, Mapping * Land Planning *
426 Highway Route 36, Highlands, N.J. 07732

Richard E. Stockton
RICHARD E. STOCKTON
Professional Land Surveyor
New Jersey License No. 15102

March 22, 1994
Dwg. B-205d

HOLMDEL TOWNSHIP ZONING PERMIT

No: 99-233 Issued: 05-11-99

BLOCK: 50.20

LOT: 3

ZONING DISTRICT: R40 A

DATE OF APPLICATION: 05-04-99

OWNER: JOANNE PROCACCINO

ADDRESS: 6 RED COACH LANE

HOLMDEL, NJ 07733

TELEPHONE NO: 732-888-4994

LOCATION:

This is to certify that the above described premises, together with any building thereon, are used or proposed to be used as or for:

65' X 43' IRREGULAR SHAPE POOL W/PATIO, 33' TO REAR PROPERTY LINE, AT REAR DECK STEPS, 57' TO LEFT PROPERTY LINE; POOL EQUIPMENT 17' TO REAR OF POOL & 33' TO REAR PROPERTY LINE; W/4' HIGH JERITH FENCE 85' X 65' AROUND POOL.

PLEASE NOTE: POOL & PATIO ONLY 6' FROM DRAINAGE EASEMENT.

Which is a:

(X) Use permitted by Ordinance.

() Use permitted by variance approved on

subject to any special conditions attached to the grant thereof.

() Valid non-conforming use as established by () finding of the Zoning Board of Adjustment, or () by the undersigned zoning officer on the basis of evidence supplied by applicant as specified on the reverse hereof. Also specified on the reverse hereof is a detailed statement of all aspects of the non-conforming use, or () other

() There is a non-conforming structure on the premises by reason of insufficient () setback, () side yard, () rear yard, () other (specify).

Alice M. Karlquist
Alice M. Karlquist
Zoning Officer

GUNNING & SCALA P.C.

828 Gilmores Island Road
Toms River, New Jersey 08753

732-270-4201

Fax 732-270-2350

gscalaesq@gmail.com

Township Committee
4 Crawford Corners Road
Holmdel New Jersey 07733

October 6, 2015

Re: 6 Red Coach Lane
Holmdel, NJ

Dear Sirs/Madams:

I represent the owners of 6 Red Coach Lane, Gerardo and Heather Chiricolo. Drs. Chiricolo closed on the purchase on August 14th, 2015.

The prior owners, Alphonse and Joanne Procaccino, installed a pool approximately 8 years ago. They applied for and received both a permit and subsequently a CO from the town. When a survey was performed by the Chiricolos during the purchase process it was discovered, unbeknownst to either the Procaccinos or the Chiricolos that the a portion of the pool was built in an "Open Space" area on the property (See attached survey).

As the part of the transaction, the Procaccinos are making an application for relief from this situation. The Chiricolos ask, in support of said application, that the Committee provide the requested relief.

The request for relief is that the pool be allowed to stay in its location and the "Open Space" area be placed in a different part of the property. Enlarging the open space where it exists now to accommodate the area which is now pool or pool area won't work as there is a drainage easement which runs the entire back edge of the property.

In the alternative, it is requested that new "Open Space" area on the property be swapped for the existing area. One possible swap is depicted on the second survey attached. The area in front of the property is approximately the same size as the current open area space.

The Chiricolos hope for a quick resolution to this issue and are available for any further input required.

Sincerely,

Gerard P. Scala, Esq
CC: Clients

D E E D

This Deed is made on April 11, 1994,

BETWEEN

DENNIS ADAMS and MARYELLEN ADAMS, h/w

whose address is 6 Red Coach ^{LANE} Road, Holmdel, New Jersey 07733

referred to as the Grantor,

AND

ALPHONSE A. PROCACCINO, JR., and JOANNE PROCACCINO, h/w

whose address is 3 Ridge Hill Way, Holmdel, New Jersey 07733,

referred to as the Grantee. The

words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of SIX HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$652,500.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of HOLMDEL

Block No. 50.20, Lot No. 3

Property. The property consists of the land and all the buildings and structures on the land in the TOWNSHIP of HOLMDEL, County of MONMOUTH and State of New Jersey. The legal description is:

SEE ATTACHED DESCRIPTION

BEING the same premises conveyed to grantors herein by deed from Country Hills, Inc. dated December 16, 1986 and recorded on December 24, 1986 in Deed Book 4719 at Page 0194 of the Monmouth County Clerk's Office.

Subject to all restrictions and easements of record including but not limited to, the common driveway easement as shown on Map Case No. 203-31 in the Monmouth County Clerk's Office.

COUNTY OF MONMOUTH	
CONSIDERATION	652,500
RTF	4883.25 add'l RTF 253.25
DATE	4/13/94 BY [Signature]

[Handwritten initials]

Not Certified Copy

This Document was prepared by:

Mark Goldstein
MARK GOLDSTEIN, ESQ.

DB5303-0405

BEING known and designated as Lot 3 in Block 50.20 as shown
"Final Map Section II Windswept Development Corp., Windswept Road,
Holmdel Township, Monmouth County, New Jersey" duly filed in the
office of the Clerk of Monmouth County on October 24, 1985 Case No:
203-31.

Being more particularly described in accordance with a survey
prepared by Richard E. Stockton & Associates, Inc., dated March 22,
1994.

BEGINNING at a point on the southwesterly sideline of Red Coach
Lane, distant 449.91 feet southerly along various courses from the
southerly sideline of Windswept Road, if extended; and running
thence

- 1) along the southwesterly sideline of Red Coach Lane, on a curve
to the left having a radius of 140.00 feet and an arc length of
97.22 feet to a point; thence
- 2) leaving said sideline of Red Coach Lane, South 27 degrees 03
minutes 50 seconds West, a distance of 37.37 feet to a point;
thence
- 3) North 82 degrees 49 minutes 45 seconds West, a distance of
41.41 feet to a point; thence
- 4) North 28 degrees 36 minutes West, a distance of 110.27 feet to
a point; thence
- 5) North 19 degrees 46 minutes 30 seconds East, a distance of
68.44 feet to a point; thence
- 6) North 34 degrees 41 minutes West, a distance of 36.20 feet to
a point; thence
- 7) North 85 degrees 25 minutes 45 seconds West, a distance of
30.26 feet to a point; thence
- 8) North 38 degrees 55 minutes East, a distance of 47.83 feet to
a point; thence
- 9) North 75 degrees 21 minutes West, a distance of 74.11 feet to
a point; thence
- 10) North 03 degrees 24 minutes 45 seconds West, a distance of
56.47 feet to a point; thence
- 11) North 43 degrees 55 minutes East, a distance of 34.87 feet to
a point; thence
- 12) North 74 degrees 22 minutes East, a distance of 258.83 feet to
a point on the southwesterly sideline of Red Coach Lane and
the point and place of BEGINNING.

For informational purposes only, the above described premises are
further known and designated as Tax Lot 3 in Block 50.20, as shown
on the current tax map of the Township of Holmdel.

DB5303-0406

209412

RECORDED
APR 13 1994 1:50 PM
MONMOUTH COUNTY CLERK
JANE G. CLAYTON

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A.46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed or Attested by:

Mark Goldstein

[Signature]
DENNIS ADAMS

[Signature]
MARIELLEN ADAMS

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS:

I CERTIFY that on *April 11th*, 19*94* *Dennis Adams & Mary Ellen Adams*, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$652,500.00 as the full and actual consideration paid or to be paid for the transfer of title. (such consideration is defined in N.J.S.A. 46:15-5.)

Mark Goldstein
MARK GOLDSTEIN, ESQ.
Attorney at Law, State of NJ.

RECORD AND RETURN TO:

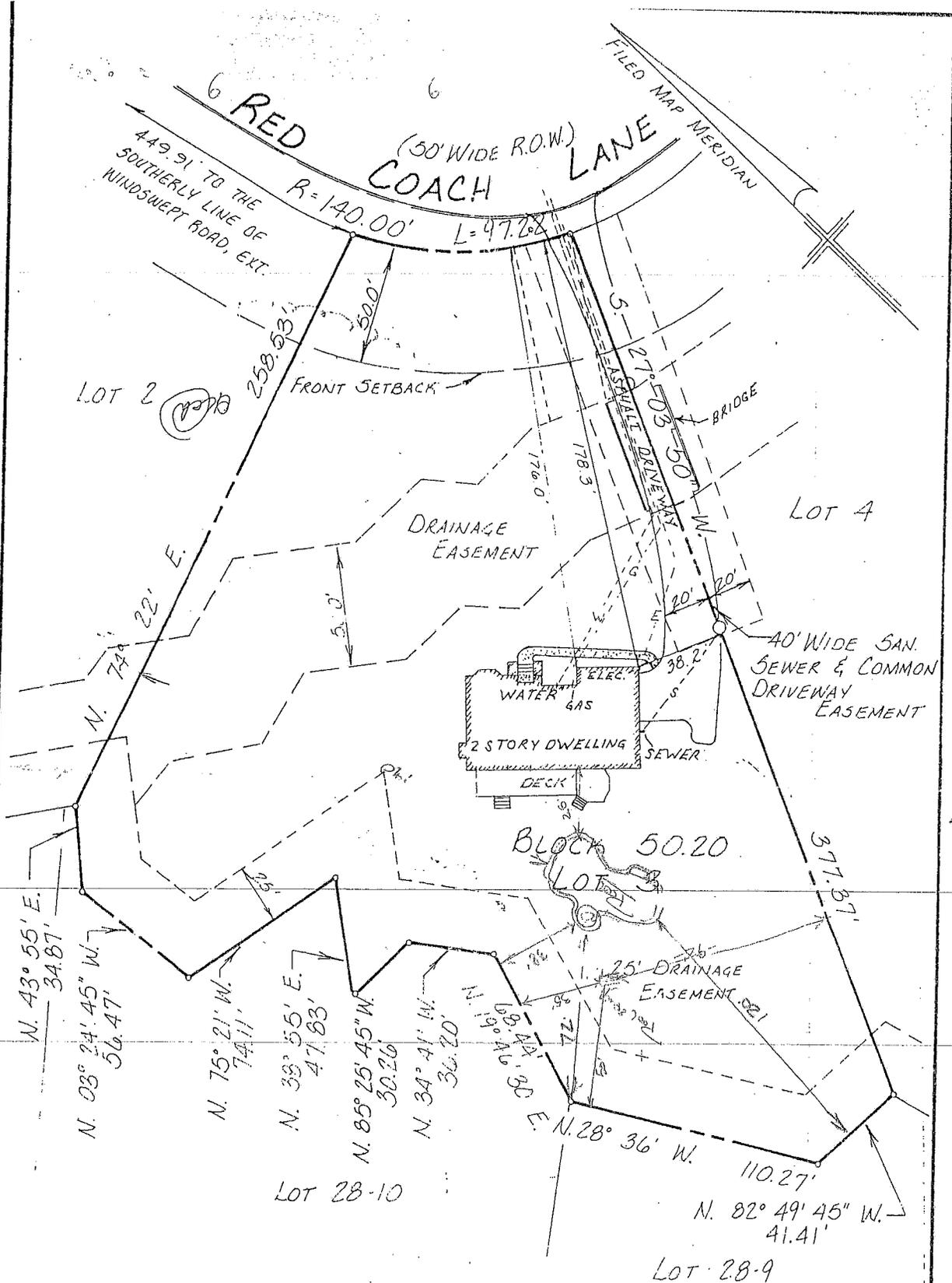
Richard R. Silverlieb, Esq.
70 South Orange Avenue
Livingston, NJ 07039

PA 22
RTF PA 3037.50

END OF DOCUMENT

0B5303-0407

Not Certified Copy



Location Survey For
 DENNIS F. & MARYELLEN L. ADAMS

Being Lot 3 Block 50.20 as shown on the map of "Windswept Development Corp. Sect. II",
 Holmdel Township, Monmouth County, New Jersey. Filed in the county clerk's office
 24 October 1985, Case 203-31.

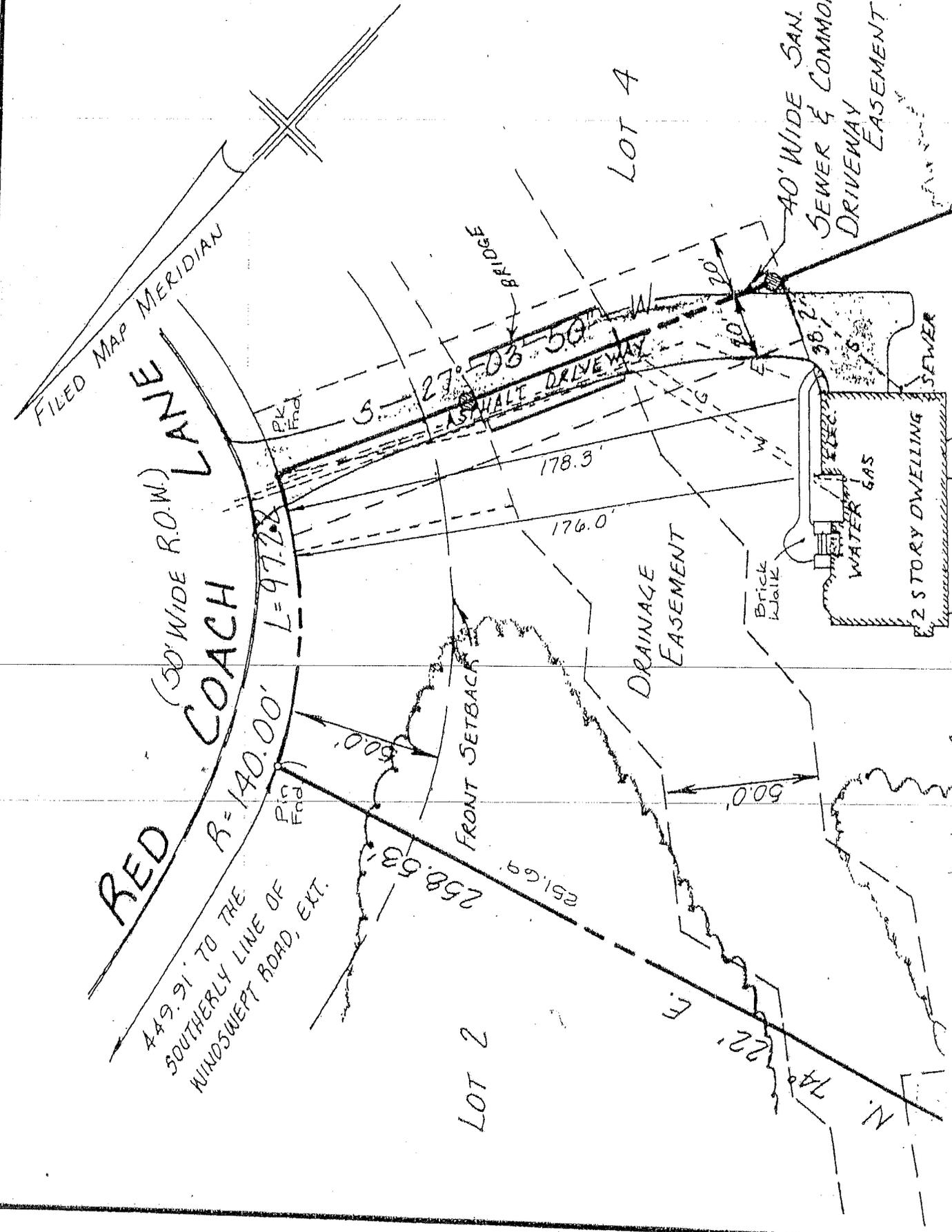
I hereby certify to the above owners, Trans-County Title Agency, National State Bank
 that this survey has been accurately prepared with the best of my information, knowledge,
 and belief. No apparent encroachments exist except as shown here on.

SCALE: 1"=40'

Richard E. Stockton
 RICHARD E. STOCKTON & ASSOCIATES, INC. DATE: 19 Nov. 1986
 Professional Land Surveyors
 P. O. Box 124, Atlantic Highlands, N. J.
 N. J. License 15102

JOB: 1916 WW-402

DWG: B-205c





YOUR GOALS, OUR MISSION.

HOLM-G1601

August 25, 2016

Loni Lucina, Code Enforcement Officer
Township of Holmdel
4 Crawfords Corner Road
Holmdel, NJ 07733

**Re: 6 Red Coach Lane
Block 50.20; Lot 3
Third Open Space Swap Review**

Dear Ms. Lucina:

As requested, we have reviewed the submitted documents for the above referenced project. Submitted is as follows:

- Plan of Survey prepared by Robert W. Smith, Jr., P.L.S. of Seneca Survey Co., Inc., dated August 8, 2015, revised through April 29, 2016.
- Revised Portion of Open Space Area prepared by Seneca Survey Company, Inc., dated August 18, 2016, consisting of two (2) sheets.
- ~~Northeast Relocation of a Portion of a Proposed Open Space Area prepared by Seneca Survey Company, Inc., dated August 18, 2016, consisting of two (2) sheets.~~
- Northwest Relocation of a Portion of a Proposed Open Space Area prepared by Seneca Survey Company, Inc., dated August 18, 2016, consisting of two (2) sheets.

The previous owners obtained a permit on May 11, 1999 to construct an in-ground pool with associated pool equipment, fence and patio. It is our understanding that the construction of the pool and associated structures was completed approximately 8 years ago. Subsequently, the previous owner constructed part of the pool and patio, Jacuzzi, pool filter, fence and fountain.

The site consists of 1.68 acre and is located on the southwest side of Red Coach Lane. The rear of the property contains wetlands and a stream and these is an existing tributary of East Creek that runs across the front yard.

The current owner is requesting approval for an open space land swap for portions of the existing open space that occupies the south corner of the tract of land consisting of 3,679.93 square feet for an 1,391.24 square foot portion of the area between the north lot line and the 50 foot wide drainage easement and for an 2,288.69 square foot portion of the area between the 25 wide drainage easement, 50 wide drainage easement and the north lot line for a total of 3,679.93 square feet area. Based on our review we offer the following comments:



Le: Loni Lucina, Code Enforcement Officer
Holmdel Township

HOLM-G1601
August 25, 2016
Page 2

Re: 6 Red Coach Lane
Block 50.20; Lot 3
Third Open Space Swap Review

1. The applicant must submit the deed of easement for each proposed portion of open space to the Attorney's Office and our office for review and approval prior to recording in the Monmouth County Clerk's office. Please note we have reviewed the 3 metes and bounds descriptions submitted on August 19, 2016 and find them to be acceptable from an engineer's standpoint.
2. Although Section 30-58.f of the Development Regulation requires as a condition of any easement swap that concrete monuments be installed along the proposed new easement limits at each change of direction and no further than 250 feet apart. The ordinance further recommends that the easement markers and wood posts easement be installed as required by Section 30-58.h of the Development Regulation. Since the development predates these ordinance requirements I have no objection to the Governing Body granting relief for same from an engineering standpoint.

If you have any questions or require additional information, please call.

Very truly yours,

Edward G. Broberg / EGB
EDWARD G. BROBERG, P.E.
HOLMDEL TOWNSHIP ENGINEER

EGB:BLH:EST:dk

cc: Donna Vieiro, Township Administrator
Victor Stevens, Director of Infrastructure
Toni Whalen, Township Attorney's Office

SENECA SURVEY COMPANY, INC.

Surveyors and Planners

1470 Route 88 West
Brick, NJ 08724



(732) 840-8040
senecaco@comcast.net

Project No. 16-15-58308(1)

REVISED PORTION OF OPEN SPACE AREA

All that certain lot, tract, or parcel of land and premises, situate, lying and being in the Township of Holmdel, County of Monmouth and State of New Jersey, more particularly described as follows:

Beginning at a point in the division line of Lots 3 and 4 in Block 50.20 as shown on a filed map hereinafter mentioned, said point being distant the following two courses from the southeasterly terminus of a curve connecting the southeasterly line of Windswept Road, (60 feet wide), to the southwesterly line of Red Coach Lane and running; thence

A. Southeastwardly its various courses along the southwesterly line of Red Coach Lane 389.00 feet to a point therein; thence

B. Along said division line of Lots 3 and 4, South 27 degrees 03 minutes 50 seconds West, 281.30 feet to a point therein and from said Beginning Point running; thence

1. Along the division line of Part of Lots 3 and 4, South 27 degrees 03 minutes 50 seconds West, 69.48 feet to a point therein; thence

2. Running through Lot 3, North 82 degrees 49 minutes 45 seconds West, 37.66 feet to a point; thence

3. North 28 degrees 36 minutes 00 seconds West, 86.24 feet to a point; thence

4. North 19 degrees 46 minutes 30 seconds East, 21.13 feet to a point; thence

5. South 39 degrees 50 minutes 32 seconds East 45.65 feet to a point; thence

6. South 89 degrees 34 minutes 23 seconds East, 45.03 feet to a point; thence

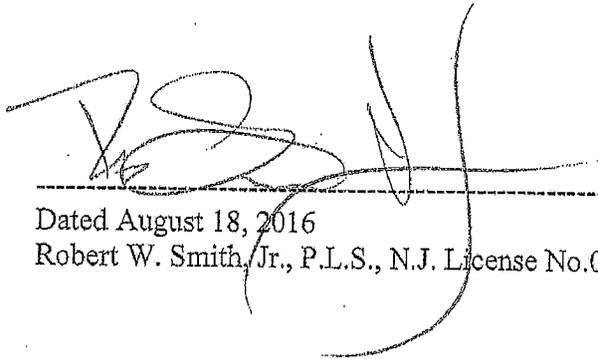
7. North 48 degrees 04 minutes 07 seconds East, 18.00 feet to a point; thence

8. South 45 degrees 41 minutes 30 seconds East, 21.58 feet to a point in the easterly line of Lot 3 and in the division line of Lots 3 and 4, said point being the Point and Place of Beginning.

Being known and designated as a portion of the open space area in Lot 3 in Block 50.20 as shown on a certain map entitled, "Final Plat Map Of Section II, Lands Known As Windswept Development Corp., Windswept Road, Township Of Holmdel, Monmouth County, New Jersey," and filed in the Monmouth County Clerk's Office on October 24, 1985 in Case number 203, Sheet 31.

Also being known and designated as a portion of Lot(s) 3 in Block 50.20 as shown on the official Tax Maps of the Township of Holmdel, Monmouth County, New Jersey.

The above description was drawn in accordance with a survey prepared by Seneca Survey Company, Inc., Robert W. Smith, Jr., P.L.S., dated August 6, 2015 and revised April 29, 2016.



Dated August 18, 2016
Robert W. Smith, Jr., P.L.S., N.J. License No.023934

SENECA SURVEY COMPANY, INC.

Surveyors and Planners

1470 Route 88 West
Brick, NJ 08724



(732) 840-8040

Project No. 16-15-58308(2)

RELOCATION OF A PORTION OF A PROPOSED OPEN SPACE AREA

All that certain lot, tract, or parcel of land and premises, situate, lying and being in the Township of Holmdel, County of Monmouth and State of New Jersey, more particularly described as follows:

Beginning at a point in the division line of Lots 2 and 3 in Block 50.20 as shown on a filed map hereinafter mentioned, said point being distant the following two courses from the southeasterly terminus of a curve connecting the southeasterly line of Windswept Road, (60 feet wide), to the southwesterly line of Red Coach Lane and running; thence

A. Southeastwardly its various courses along the southwesterly line of Red Coach Lane 291.78 feet to a point therein; thence

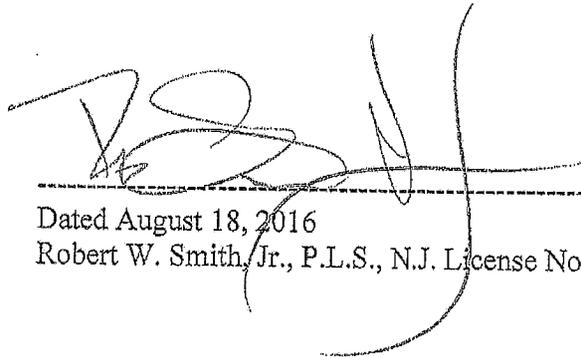
B. Along said division line of Lots 2 and 3, South 47 degrees 22 minutes 00 seconds West, 112.91 feet a point therein and from said Beginning Point running; thence

1. Running through Lot 3, South 15 degrees 38 minutes 00 seconds East, 52.21 feet to a point; thence
2. North 49 degrees 25 minutes 00 seconds West, 43.77 feet to a point; thence
3. South 79 degrees 39 minutes 00 seconds West, 35.97 feet to a point; thence
4. North 50 degrees 49 minutes 00 seconds West, 15.32 feet to a point in the northwesterly line of Lot 3 and in the division line of Lots 2 and 3; thence
5. Along the division line of Part of Lot 2 and 3, North 74 degrees 22 minutes 00 seconds East 68.98 feet to a point in the northwesterly line of Lot 2 and in the division line of Lots 2 and 3, said point being the Point and Place of Beginning.

Being known and designated as a relocation of a portion of a proposed open space area in Lot 3 in Block 50.20 as shown on a certain map entitled, "Final Plat Map Of Section II, Lands Known As Windswept Development Corp., Windswept Road, Township Of Holmdel, Monmouth County, New Jersey," and filed in the Monmouth County Clerk's Office on October 24, 1985 in Case number 203, Sheet 31.

Also being known and designated as a portion of Lot(s) 3 in Block 50.20 as shown on the official Tax Maps of the Township of Holmdel, Monmouth County, New Jersey.

The above description was drawn in accordance with a survey prepared by Seneca Survey Company, Inc., Robert W. Smith, Jr., P.L.S., dated August 6, 2015 and revised April 29, 2016.

A handwritten signature in black ink, appearing to read 'R. Smith, Jr.', is written over a horizontal dashed line.

Dated August 18, 2016
Robert W. Smith, Jr., P.L.S., N.J. License No.023934

SENECA SURVEY COMPANY, INC.

Surveyors and Planners

1470 Route 88 West
Brick, NJ 08724



(732) 840-8040
senecaco@comcast.net

Project No. 16-15-58308(3)

RELOCATION OF A PORTION OF A PROPOSED OPEN SPACE AREA

All that certain lot, tract, or parcel of land and premises, situate, lying and being in the Township of Holmdel, County of Monmouth and State of New Jersey, more particularly described as follows:

Beginning at a point in Lot 2 in Block 50.20 as shown on a filed map hereinafter mentioned, said point being distant the following three courses from the southeasterly terminus of a curve connecting the southeasterly line of Windswept Road, (60 feet wide), to the southwesterly line of Red Coach Lane and running; thence

A. Southeastwardly its various courses along the southwesterly line of Red Coach Lane 291.78 feet to a point therein; thence

B. Along the division line of Lots 2 and 3, South 47 degrees 22 minutes 00 seconds West, 258.53 feet a point therein; thence

C. Leaving said division line and running through Lot 2, South 45 degrees 17 minutes 55 seconds East, 25.00 feet to a point in Lot 2 and from said Beginning Point running; thence

1. South 89 degrees 42 minutes 00 seconds East, 23.97 feet to a point; thence

2. South 50 degrees 49 minutes 00 seconds East, 15.95 feet to a point; thence

3. South 39 degrees 11 minutes 00 seconds West, 21.33 feet to a point; thence

4. South 18 degrees 21 minutes 26 seconds East, 14.12 feet to a point; thence

5. North 79 degrees 37 minutes 41 seconds East 15.10 feet to a point; thence

6. South 05 degrees 50 minutes 32 seconds West, 21.29 feet to a point; thence

7. North 75 degrees 21 minutes 00 seconds West, 56.54 feet to a point; thence

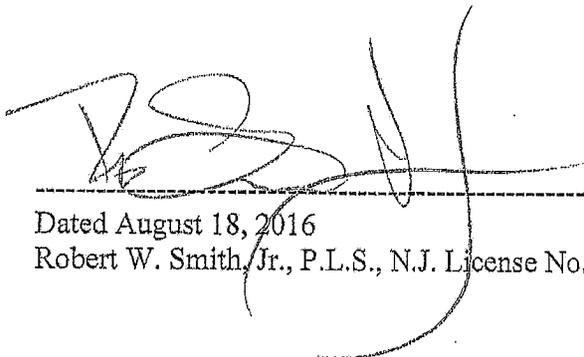
8. North 03 degrees 24 minutes 45 seconds West, 27.37 feet to a point; thence

9. North 43 degrees 55 minutes 00 seconds East, 23.57 feet to a point, said point being the Point and Place of Beginning.

Being known and designated as a relocation of a portion of a proposed open space area in Lot 3 in Block 50.20 as shown on a certain map entitled, "Final Plat Map Of Section II, Lands Known As Windswept Development Corp., Windswept Road, Township Of Holmdel, Monmouth County, New Jersey," and filed in the Monmouth County Clerk's Office on October 24, 1985 in Case number 203, Sheet 31.

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The above description was drawn in accordance with a survey prepared by Seneca Survey Company, Inc., Robert W. Smith, Jr., P.L.S., dated August 6, 2015 and revised April 29, 2016.

A handwritten signature in black ink, appearing to be 'RWS', is written over a horizontal dashed line. The signature is stylized and somewhat cursive.

Dated August 18, 2016

Robert W. Smith, Jr., P.L.S., N.J. License No.023934