

**AGENDA
BOROUGH COUNCIL
REGULAR MEETING
JANUARY 16, 2018**

Executive Session (if applicable) to begin at 8:00 P.M.
Regular Meeting to begin at 7:30 p.m.

A. CALL TO ORDER

B. ROLL CALL

C. SALUTE TO FLAG

D. APPROVAL OF MINUTES
- September 19, 2017

E. REPORT OF MAYOR/COUNCIL/ADMINISTRATION

Eagle Scout Presentation – Matthew Matula – Troop 49

F. ORDINANCES FOR INTRODUCTION

Ordinance No. 2018-1424: Ordinance Setting Salaries for Department Heads, Statutory Employees, Mayor and Council

G. ORDINANCES FOR FINAL CONSIDERATION

H. PUBLIC DISCUSSION

I. MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

J. RESOLUTIONS

R-18-030 Resolution Consenting to Appointment of the Director of the Department of Administration and
Director of Public Safety and Authorizing Employment Agreement for these Positions Employment
Agreement

R-18-031 Confirming Appointment of Director, Department of Law

CONSENT AGENDA

R-18-032 Authorizing Service Agreement Extension with Wireless Telecommunications Consultant

R-18-033 Authorizing Consent to T-Mobile Co-location Sublease with AT&T for Borough Hall Tower

R-18-034 Resolution Compensated Absence – Retiree – Gary Gebele

R-18-035 Resolution Compensated Absence – Retiree – Jill Morgan

R-18-036 Resolution Compensated Absence – Retiree – Michael Jones

R-18-037 Releasing Performance Guarantee upon the Posting of Maintenance Guarantee – IPP Solar, LLC –
Block 111 Lot 4.01

R-18-038 Releasing Performance Guarantee upon the Posting of Maintenance Guarantee – Greenbriar Falls – Phase III
Block 16 Lot 1 & Block 19 Lot 11.01

R-18-039 Authorizing the Award of Non-Fair and Open Contract PS #1-18 Special/Conflicts Counsel

R-18-040 Authorizing the Award of Non-Fair and Open Contract PS #2-18 Professional Auditing Services

R-18-041 Authorizing the Award of Non-Fair and Open Contract PS #3-18 Affordable Housing Planning Services

R-18-042 Authorizing the Award of a Fair and Open Contract for RFP #1-18 Borough Engineer

R-18-043 Authorizing the Award of a Fair and Open Contract for RFP #2-18 Labor Counsel Services

R-18-044 Authorizing the Award of a Fair and Open Contract for RFP #3-18 Bond Counsel Services
R-18-045 Authorizing the Award of a Fair and Open Contract for RFP #4-18 Affordable Housing Counsel Services
R-18-046 Authorizing the Award of a Fair and Open Contract for RFP #5-18 Special/Conflicts Counsel
R-18-047 Authorizing the Award of a Fair and Open Contract for RFP #6-18 Borough Appraiser
R-18-048 Authorizing the Award of a Fair and Open Contract for RFP #7-18 Borough Planner
R-18-049 Authorizing the Award of a Fair and Open Contract for RFP #12-18 Professional Servicing
& Maintenance of Sewer System
R-18-050 Authorizing Temporary Waiver of Late Fees for Dog License Renewals in 2018
R-18-051 Refunding Recreation Fees – Anderson - \$77.00
R-18-052 Refunding Tax Overpayment - Block 75 Lot 85 - \$850.00
R-18-053 Approval of Bills - \$145,077.11

K. EXECUTIVE SESSION - Resolution Pursuant to N.J.S.A. 10:4-2(if applicable)

R-18-054 Resolution to Enter Executive Session

L. ADJOURNMENT

ORDINANCE NO. 18-1424

BOROUGH OF TINTON FALLS
COUNTY OF MONMOUTH

ORDINANCE SETTING SALARIES
FOR CERTAIN DEPARTMENT HEADS

WHEREAS, both the general municipal law (N.J.S.A. 40A:9-165) and the Faulkner Act (N.J.S.A. 40:69A-43a and 180) require that certain salaries be adopted by ordinance; and

WHEREAS, the Borough of Tinton Falls ("the Borough") currently has a ordinance establishing these salaries, which is updated and adopted annually; and

WHEREAS, the Borough is restrained in establishing certain salaries pursuant to the terms of pre-existing collective bargaining agreements and New Jersey law impacting statutory employees.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that the following department head salaries be established as follows:

SECTION ONE – DEPARTMENT HEAD

Director of Administration	\$140,000
Director of Public Safety	\$ 5,000

SECTION TWO – REPEALER

Any ordinances, or portions thereof, which are inconsistent with the provisions of this ordinance shall hereby be repealed to the extent of any such inconsistency.

SECTION THREE – EFFECTIVE DATE

This ordinance shall take effective upon publication pursuant to law and the General Revised Ordinances of the Borough of Tinton Falls.

Introduced:

Adopted:

GARY A. BALDWIN
COUNCIL PRESIDENT

VITO PERILLO
MAYOR

ATTEST:

MAUREEN L. MURPHY
BOROUGH CLERK

APPROVED AS TO FORM:

BRIAN M. NELSON, ESQ.
DIRECTOR OF LAW

**RESOLUTION CONSENTING TO APPOINTMENT OF THE
 DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION AND
 DIRECTOR OF PUBLIC SAFETY AND AUTHORIZING
 EMPLOYMENT AGREEMENT FOR THESE POSITIONS**

WHEREAS, sections 2-6 and 2-8 of the General Revised Ordinances of the Borough of Tinton Falls (“the Borough”) provide for the position of Borough Business Administrator to serve as the Director of the Department of Administration; and

WHEREAS, section 2-12 of the General Revised Ordinances of the Borough provide for the position of the Director of the Department of Public Safety; and

WHEREAS, pursuant to N.J.S.A. 40:69A-43 these appointments are authorized to be made by the Mayor with the advice and consent of the Borough Council; and

WHEREAS, the Mayor hereby appoints Michael Skudera as the Borough’s Director of the Department of Administration to serve as the Borough Business Administrator and also appoints him to serve simultaneously as the Borough’s Director of Public Safety; and

WHEREAS, an Employment Agreement has been negotiated between the Borough and Michael Skudera to serve in these positions, the salary terms of which will be further memorialized in the Borough’s 2018 Salary Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that it hereby provides advice and consent to the Mayor’s appointment of Michael Skudera as the Borough’s Business Administrator to serve as the Director of the Department of Administration and as the Director of the Department of Public Safety.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute the Employment Agreement attached hereto and made part hereof for the Borough’s Director of the Departments of Administration and Public Safety pursuant to the terms and conditions contained therein.

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

EMPLOYMENT AGREEMENT BETWEEN

THE

BOROUGH OF TINTON FALLS

AND

MICHAEL SKUDERA

AS

BOROUGH ADMINISTRATOR

AND

DIRECTOR OF PUBLIC SAFETY

Prepared By:
Brian M. Nelson, Esq.

Last Revised: 1/8/18

**ARTICLE 1
RECOGNITION**

THIS AGREEMENT entered into this ___ day of January 2018 by and between the **BOROUGH OF TINTON FALLS**, in the County of Monmouth, State of New Jersey ("the Borough"), and **MICHAEL SKUDERA**, individually as the Borough's Business Administrator and Director of Public Safety (hereinafter "Administrator"), hereby establishing the following terms and conditions of employment.

**ARTICLE 2
RESERVATION OF RIGHTS**

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the States of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the Laws of New Jersey and of the United States.

**ARTICLE 3
RESPONSIBILITIES OF THE ADMINISTRATOR/
DIRECTOR OF PUBLIC SAFETY**

Shall be in accordance with the Optional Municipal Charter Act, Mayor-Council Plan, N.J.S.A. 40:69A-31, et seq. and the General Revised Ordinances of the Borough.

**ARTICLE 4
HOURS OF WORK**

The Administrator shall spend sufficient time at his job to ensure the smooth and responsible operation of the Borough and all of its departments and functions. It is recognized that the Administrator must devote a great deal of time outside of the normal office hours of the Borough to perform the duties of his job, and to that end, the Administrator shall be permitted to structure his work schedule with the approval of the Mayor. The Administrator recognizes that he is not eligible for overtime pay or compensatory time regardless of the number of hours worked.

**ARTICLE 5
INSURANCE**

A. Life insurance

As reflected in the current White Collar Contract or provided to all other Borough employees, whichever provides a greater benefit.

B. Medical Plan

As reflected in the current White Collar Contract.

C. Contribution

The Administrator shall be subject to the applicable provisions of P.L. 2011, c. 78 ("Chapter 78") regarding health benefits contributions, which shall be deducted equally from each paycheck. The same contribution level shall remain in place unless the rate of contributions required under the White Collar Contract shall change, in which case, the terms set forth under the White Collar Contract shall govern the rate of the Administrator's contribution. The Borough has established and shall continue a Section 125 Plan under which health deductions are available.

D. Prescription Plan

As reflected in the current White Collar Contract.

E. Dental Plan

As reflected in the current White Collar Contract.

F. Change In Insurance Carrier

The Borough reserves the right to change insurance carriers, so long as substantially similar benefits, coverage and administration are provided. The Borough shall provide the Administrator 30 days advance notice of any change in insurance carriers and shall provide the Administrator with the Master Plan Documents for both the current health benefit plan(s) and the one or more to be provided under the new insurance carrier.

G. Professional Liability/Indemnification.

The Administrator shall be included under applicable professional liability insurance policies provided by the Borough and indemnified for actions and/or omissions made in the course of employment pursuant to the terms and conditions of the General Revised Ordinances of the Borough governing the indemnification of municipal employees.

**ARTICLE 6
PROFESSIONAL DUES, SUBSCRIPTIONS,
CONTINUING EDUCATION AND DEVELOPMENT**

The Borough agrees to budget an amount not to exceed \$3,000 annually to pay for dues, subscriptions, courses, continuing education and seminars that are reasonably necessary to maintain professional certifications or accreditations for continued professional development in the field of municipal administration. The Administrator shall be compensated at his regular salary while attending such programming.

**ARTICLE 7
GENERAL EXPENSES**

The Borough recognizes that certain non-personal work-related expenses may be incurred by the Administrator and agrees to reimburse or pay documented expenses actually incurred by the Administrator within budgetary limits. In the event that the Administrator uses his personal vehicle for the performance of his official duties, the Borough shall reimburse the Administrator at a rate equal to the mileage annually specified by the Internal Revenue Service for business expense mileage.

**ARTICLE 8
SICK DAYS**

The Administrator shall be entitled to sick leave with pay accrued pursuant to the terms of the current White Collar Contract during the course of his employment with the Borough, except that no sick days may be accumulated for any monetary value to be paid at the time of retirement or separation from the Borough.

**ARTICLE 9
VACATION DAYS**

The Administrator shall be entitled to a total of 15 paid vacation days, which may not be carried over from year to year without the written consent of the Mayor, and which shall have no monetary value if not used in the year accrued.

**ARTICLE 10
SALARY**

- A. The annual base salary of the Administrator shall be paid in regular periodic payments, and shall be creditable compensation for PERS. The annual collective base salary for the Administrator shall be \$140,000 as Borough Business Administrator and \$5,000 as Director of Public Safety for a total of \$145,000 through December 31, 2018.
- B. Subject to an annual performance review and evaluation by the Borough, the Administrator's aggregate base salary increases for both titles granted under this Agreement shall be set at the following dollar amount for each year:

January 1, 2019 - December 31, 2019	\$147,900
January 1, 2020 - December 31, 2020	\$150,858
January 1, 2021 - December 31, 2021	\$155,082

**ARTICLE 11
LONGEVITY PAY**

The Administrator shall not be entitled to any longevity pay.

**ARTICLE 12
FUNERAL/BEREAVEMENT LEAVE**

As provided under the current White Collar Contract.

**ARTICLE 13
OUTSIDE EMPLOYMENT AND ACTIVITIES**

The Administrator may perform outside work such as a consultant or teacher as long as such work does not interfere with the requirements and duties of the job as Administrator and shall be subject to the approval of the Mayor.

**ARTICLE 14
SEPARABILITY AND SAVINGS**

If any provisions of this Agreement or any provisions of the Agreement to the Administrator are held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 15
LEAVES OF ABSENCE**

As reflected in the current White Collar Contract.

**ARTICLE 16
TEMPORARY DISABILITY**

As reflected in the current White Collar Contract.

**ARTICLE 17
FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, or not covered by this Agreement, nor whether not within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

**ARTICLE 18
HOLIDAYS**

As reflected in the White Collar Contract.

**ARTICLE 19
NOTICES**

Notices required to be sent under this Agreement shall be given by certified mail, return receipt requested, or by personal service being acknowledged to:

ATTN: Borough Clerk
Borough of Tinton Falls
556 Tinton Avenue
Tinton Falls, NJ 07724

Michael Skudera
22 Shea Lane
Tinton Falls, NJ 07724

**ARTICLE 20
TERM AND RENEWAL**

This Agreement shall be in full force and effect as of February 5, 2018, and shall remain in effect until December 31, 2021. Nothing, however, in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Borough to terminate the services of the Administrator pursuant to the processes set forth under N.J.S.A. 40:69A-43. The terms of this Agreement shall remain in force until such time as the parties renegotiate it.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

Attest:

**BOROUGH ADMINISTRATOR/
DIRECTOR OF PUBLIC SAFETY**

Michael Skudera

Attest:

BOROUGH OF TINTON FALLS

Maureen Muttie, RMC
Municipal Clerk

Vito Perillo
Mayor

RESOLUTION – CONFIRMING APPOINTMENT OF DIRECTOR, DEPARTMENT OF LAW

BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls that the appointment of Kevin Starkey as Director, Department of Law by Mayor Vito Perillo, is hereby confirmed.

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018.
MS. FAMA							_____ Maureen L. Muttie, Borough Clerk
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION AUTHORIZING EXTENSION OF AGREEMENT WITH WIRELESS
TELECOMMUNICATIONS SITING & MANAGEMENT CONSULTANT**

WHEREAS, in 2014, pursuant to the fair and open process, the Borough of Tinton Falls (“the Borough”) issued requests for proposals for Radio & Wireless Telecommunications Siting & Management Consultants; and

WHEREAS, FSD Enterprises LLC, 65 Mechanic Street, Red Bank, NJ 07701 was the lowest responsive bidder and the most experienced representing municipal governments in relation to the services required by the Borough for wireless telecommunications siting & management services; and

WHEREAS, FSD Enterprises LLC proposed representing the Borough for a \$3,500 initial retainer, plus 35% fee of first year’s lease revenue, which is determined upon entry of a successful siting agreement; and

WHEREAS, FSD Enterprises LLC has successfully presented two siting agreements to the Borough generating annual revenues in excess of \$87,000; and

WHEREAS, FSD Enterprises LLC has provided a proposal to continue providing such services in 2018.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that it hereby awards a contract extension for wireless telecommunications siting and management consulting services to FSD Enterprises LLC, 65 Mechanic Street, Red Bank, NJ 07701 for an initial \$3,500 retainer, plus 35% fee of first year’s lease revenue upon entry of a successful siting agreement through December 31, 2018.

GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A A B S E N T I N	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018.
MS. FAMA							Maureen L. Muttie, Borough Clerk
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

SERVICE AGREEMENT EXTENSION

WIRELESS TELECOMMUNICATIONS CONSULTANT

BETWEEN

The **Borough of Tinton Falls**, a Municipal Corporation of the State of New Jersey, with offices at 556 Tinton Ave Tinton Falls, NJ 07724 (hereinafter referred to as "The Borough")

AND

FSD ENTERPRISES LLC, with offices at 65 Mechanic Street, Suite 201 Red Bank, NJ (hereinafter referred to as "Wireless Telecommunications Consultant").

WHEREAS, the Borough of Tinton Falls desires to continue to engage the services of the firm of FSD Enterprises, LLC as the Borough's Wireless Telecommunications Consultant through December 31, 2018; and

WHEREAS, the Local Public Contracts law requires that the compensation for professionals and extraordinary services engaged by a municipality be set forth in a written agreement to be maintained on file in the office of the Borough Clerk; and

WHEREAS, in 2014, a Resolution by the Borough authorized the entry of agreement with FSD Enterprises, LLC as its Wireless Telecommunications Consultant.

NOW, THEREFORE, BE IT AGREED by and between the parties hereto as follows:

1. **Duties of Wireless Telecommunications Consultant** – The Wireless Communications Consultant will perform all services related to the wireless telecommunications facilities upon The Borough of Tinton Falls property as per proposal dated March 26, 2014, and updated proposal December 20, 2017.
2. **Period of Appointment** – The period of appointment of the Wireless Telecommunications Consultant shall be through December 31, 2018.
3. **Compensation** – Shall be as per proposal dated December 20, 2017.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this

_____ day of _____ 2018.

Attest:

Borough of Tinton Falls

Maureen L. Muttie, RMC

Vito Perillo, Mayor

FSD Enterprises, LLC

Witness

**RESOLUTION AUTHORIZING CO-LOCATION AND SUB-LEASE WITH AT&T
UNDER THE BOROUGH'S SITE LEASE AGREEMENT WITH T-MOBILE**

WHEREAS, after conducting a bidding process under the Local Lands and Buildings Law in 2014, in 2015, the Borough of Tinton Falls entered into a Site Lease Agreement with T-Mobile to construct and utilize a wireless telecommunications monopole on the premises of the Borough's municipal complex that allows for up to five carriers to co-locate subject to the Borough's consent; and

WHEREAS, the Borough's telecommunications consultant has now presented a Site License Agreement and correspondence requesting the Borough's consent to sub-lease part of the wireless telecommunications monopole to AT&T for an initial annual rent of \$51,517.20 on top of the rent being collected from T-Mobile; and

WHEREAS, the Borough's telecommunications consultant recommends granting consent pursuant to these terms.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute instruments consenting to a sub-lease with AT&T for an initial annual rent of \$51,517.20 to escalate at a rate of 3% annually subject to the terms and conditions of the Borough's underlying Site Lease Agreement with T-Mobile and final review and approval as to form by the Director of Law.

GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I H E R E B Y C E R T I F Y T H A T T H E A B O V E R E S O L U T I O N W A S D U L Y A D O P T E D B Y T H E B O R O U G H C O U N C I L O F T H E B O R O U G H O F T I N T O N F A L L S A T A M E E T I N G H E L D O N J A N U A R Y 1 6 2 0 1 8.
MS. FAMA							<p>_____ Maureen L. Muttie, Borough Clerk</p>
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

SITE LICENSE AGREEMENT

This Site License Agreement ("SLA"), entered into this _____ day of _____, 20____ ("SLA Effective Date") between T-Mobile Northeast LLC, a Delaware limited liability company, hereinafter designated LICENSOR and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter designated LICENSEE.

1. This SLA is a SLA as referenced in that certain Master Lease Agreement between T-MOBILE USA, INC. and AT&T Mobility LLC, as successor-in-interest to CINGULAR WIRELESS LLC dated January 5, 2005, as amended by First Amendment to Master License Agreement dated March 28, 2008, and by Second Amendment to Master License Agreement dated July 31, 2009, and by Third Amendment to Master License Agreement dated May 25, 2010 and by Fourth Amendment to Master License Agreement dated May 20, 2011, ("MLA"). All of the terms and conditions of the MLA are incorporated herein by this reference and made a part hereof without the necessity of repeating or attaching the MLA. In the event of a contradiction, modification or inconsistency between the terms of the MLA and this SLA, the terms of the MLA shall govern and control. Notwithstanding anything to the contrary herein, in the event a Sec. 12, Special Provision, herein, is necessitated by compliance with any regulatory requirement and such Special Provision contradicts, modifies or is inconsistent with the terms of the MLA, such Special Provision shall govern and control. Capitalized terms used in this SLA shall have the same meaning described for them in the MLA unless otherwise indicated herein.
2. Site No. and Name (if applicable): LICENSOR: NJ08731A / Tinton Falls
LICENSEE: MO109 / 13432422 / Fort Monmouth Relo
3. Site Address and the Land which is more particularly described in Attachment 1, attached hereto and incorporated herein: 556 Tinton Avenue, Tinton Falls, NJ 07724
4. Site Latitude and Longitude: 40° 17' 33.7" Latitude / -74° 05' 22.2" Longitude
5. The LICENSEE Antenna Facilities to be placed on the Property and the location of the Premises are detailed in and shall be consistent with Attachment 2, attached hereto and incorporated herein.
6. The term of this SLA shall be as set forth in Paragraphs 4 and 5 of the MLA, except: No Exceptions
7. The Rent commencement date of the SLA shall be the first day of the month following the earlier of either; i) one hundred and eighty (180) days after full execution of this SLA; or (ii) the date specified on the Notice to Proceed ("NTP") from LICENSOR.
8. The Rent for the initial term of this SLA shall be at an annual rental of Fifty One Thousand Five Hundred Seventeen and 20/100Dollars (\$51,517.20) to be paid in equal monthly installments on the first day of the month, in advance, to **BOROUGH OF TINTON FALLS at the following address: 556 Tinton Avenue, Tinton Falls, NJ 07724, ATTN: BOROUGH ADMINISTRATOR** or to such other person, firm or place as the BOROUGH may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.
9. If the Property is subject to a prime lease, license or other such agreement granting LICENSOR's interest of the Property, a copy of such agreement is attached hereto as Attachment 3. If consent is required from Owner, it shall be attached hereto and incorporated herein as Attachment 4.
10. LICENSOR Contact for Emergency: NOC (877) 611-5868
11. LICENSEE Contact for Emergency: NOC: (800) 832-6662

12. Special Provisions: a) The costs of developing the Site are extraordinary and not contemplated by the standard SLA arrangement normally executed by the Parties for co-location of telecommunications equipment. As material consideration for allowing Licensee to locate on the Site, Licensor requires a reimbursement for the extraordinary site development costs (the "ED Costs") incurred by Licensor. Specifically, Licensee shall make a payment to Licensor in the amount of One Hundred Fifty Eight Thousand Eight Hundred Twenty-Three and 50/100 Dollars (\$158,823.50) (the "Offset Payment") as offset against Licensor's ED Costs. Such payment shall be made within thirty (30) days of the mutual execution of the SLA or prior to construction start, whichever event first occurs. Such payment shall be payable to Licensor at: T-Mobile Northeast LLC, CM 9762, PO Box 70870, St. Paul, MN 55170-9762. In the event of early termination by Licensee, Licensee shall not be entitled to any refund of the Offset Payment. In the event additional Collocators enter into an agreement with Licensor to place Facilities on the Tower, Licensor shall require any Collocator to pay its/their pro-rata share of the ED Costs, and shall promptly reimburse Licensee such amount as is necessary to ensure that Licensee has incurred only its proportionate share of the ED Costs, taking into account such additional Collocator(s).

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:
T-Mobile Northeast LLC
a Delaware limited liability company

WITNESS

BY: _____
PRINT NAME: Clark Harris
TITLE: Director, National Siting Advocacy
DATE: _____

LICENSEE:
New Cingular Wireless PCS, LLC
a Delaware limited liability company
BY: AT&T Mobility Corporation
Its: Manager

WITNESS

BY: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

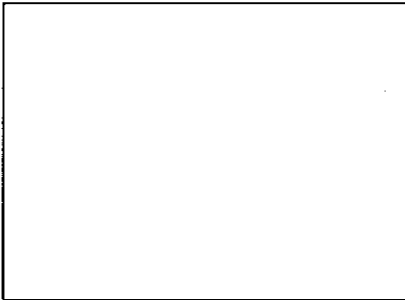
ATTACHMENTS:

- Attachment 1: Legal Description of the Land
- Attachment 2: Plans and Specifications
- Attachment 3: Prime Lease
- Attachment 4: Owner's Consent
- Attachment 5: Memorandum of SLA

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Clark Harris is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, National Siting Advocacy of T-Mobile Northeast LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

ATTACHMENT 1
LEGAL DESCRIPTION OF LAND

to the SLA dated _____ 20____, by and between T-Mobile Northeast LLC, as LICENSOR, and New Cingular Wireless PCS, LLC, as LICENSEE.

Property of which Premises are a part is described as follows:

Lot: 1 , Block 100

BEGINNING at a point in the Southerly line, (24.75 feet from centerline), of Tinton Avenue, (Monmouth County Highway No. 537), where the same is intersected by the division line between Lot 1, Block 100 and Lot 1, Block 101 and running from said **BEGINNING** point.

- 1) South 07 degrees 53 minutes 55 seconds East along said division line between Lot 1, Block 100 and Lot 1, Block 101, a distance of 15.51 feet to a point; thence
- 2) South 71 degrees 36 minutes 05 seconds West along a new line being parallel with and 40.00 feet Southwardly from, measured at right angles thereto, the aforesaid centerline of Tinton Avenue, a distance of 47.77 feet to a point; thence
- 3) North 18 degrees 29 minutes 55 seconds West, a distance of 15.25 feet to a point in the aforesaid Southerly line, (24.75 feet from centerline), of Tinton Avenue); thence
- 4) North 71 degrees 36 minutes 05 seconds East along said Southerly line of Tinton Avenue, a distance of 50.63 feet to the point and place of **BEGINNING**.

Containing 750 Square Feet, 0.017 Acres

The description is in accordance with a map entitled "Limited Topographic Survey of Tinton Falls Municipal Complex, Lot 1, Block 100, situated in Borough of Tinton Falls, Monmouth County, New Jersey" prepared by LGA Engineering, Inc. and dated August 16, 2006.

ATTACHMENT 2
PLANS AND SPECIFICATIONS
(including description of the antenna location, and location of ground equipment on the ground portion of the Premises)

to the SLA dated _____, 20__, by and between T-Mobile Northeast LLC, as LICENSOR, and New Cingular Wireless PCS, LLC, as LICENSEE.

Proposed Equipment is defined below and Plans and specifications are attached hereto.

Number of Antennas:	<u>Sixteen (16) mounted on 4 sided platform w/handrails</u>
Antenna Manufacturer and Type-Number:	<u>CCI OPA-65R-LCUU-H6-K</u>
Weight and Dimension of Antenna(s) (L x W x D):	<u>73lbs., 72" x 14.8" x 7.4"</u>
Location of Antenna(s) on Tower (Approved RAD Center):	<u>One Hundred Thirty Feet (130')</u>
Direction of Antenna Radiation (Azimuth):	<u>345 / 75 / 170 / 255</u>
Number of RRU(s)/RRH(s):	<u>Sixteen (16)</u>
RRU(s)/RRH(s) Manufacturer and Type-Number:	<u>Four (4) ALU RRH2x40-07L-AT Returned</u>
Weight and Dimension of RRU(s)/RRH(s) (L x W x D):	<u>53 lbs., 25" x 12" x 6"</u>
RRU(s)/RRH(s) Manufacturer and Type-Number:	<u>Four (4) ALU B25 RRH4X30-4R</u>
Weight and Dimension of RRU(s)/RRH(s) (L x W x D):	<u>53 lbs., 21.4" x 12" x 7.2"</u>
RRU(s)/RRH(s) Manufacturer and Type-Number:	<u>Four (4) ALU RRH2x40-07L-DE</u>
Weight and Dimension of RRU(s)/RRH(s) (L x W x D):	<u>53 lbs., 25" x 12" x 6"</u>
RRU(s)/RRH(s) Manufacturer and Type-Number:	<u>Four (4) ALU RRH4x25-WCS-4R</u>
Weight and Dimension of RRU(s)/RRH(s) (L x W x D):	<u>70 lbs., 32" x 12" x 9"</u>
Number of MW Dish:	<u>N/A</u>
MW Dish Manufacturer and Type-Number(s):	<u>N/A</u>
Number of Coax/Transmission Lines:	<u>Twelve (12)</u>
Coax/Transmission Line routing:	<u>running inside</u>
Diameter and Length of Transmission Line:	<u>Diameter: Eight (8) 3/4"/Four (4) 1/2" Length: 155'+/-</u>
Coax/Transmission Line Mfr. and Type No.:	<u>DC Power/Fiber lines running within Four (4) 2" Innerducts</u>
Dimensions of LICENSEE Ground Space:	<u>12'-0" x 30'-0"</u>
Frequencies/Max. Power Output:	<u>Tx: 734-746; 1930-1940; 716-728; 2350-2360 MHz</u> <u>Rx: 704-716; 1850-1860; 2305-2315 MHz</u> <u>500 Watts</u>
Number of Other Equipment:	<u>Four (4)</u>
Other Equipment Manufacturer	<u>Raycap</u>
Type-Number:	<u>DC6-48-60-18-8C</u>
Weight and Dimension of Other Equipment (L x W x D):	<u>20 lbs., 23.5" x 9.7" x 9.7"</u>
Location of Other Equipment on Tower:	<u>One Hundred Thirty Feet (130')</u>

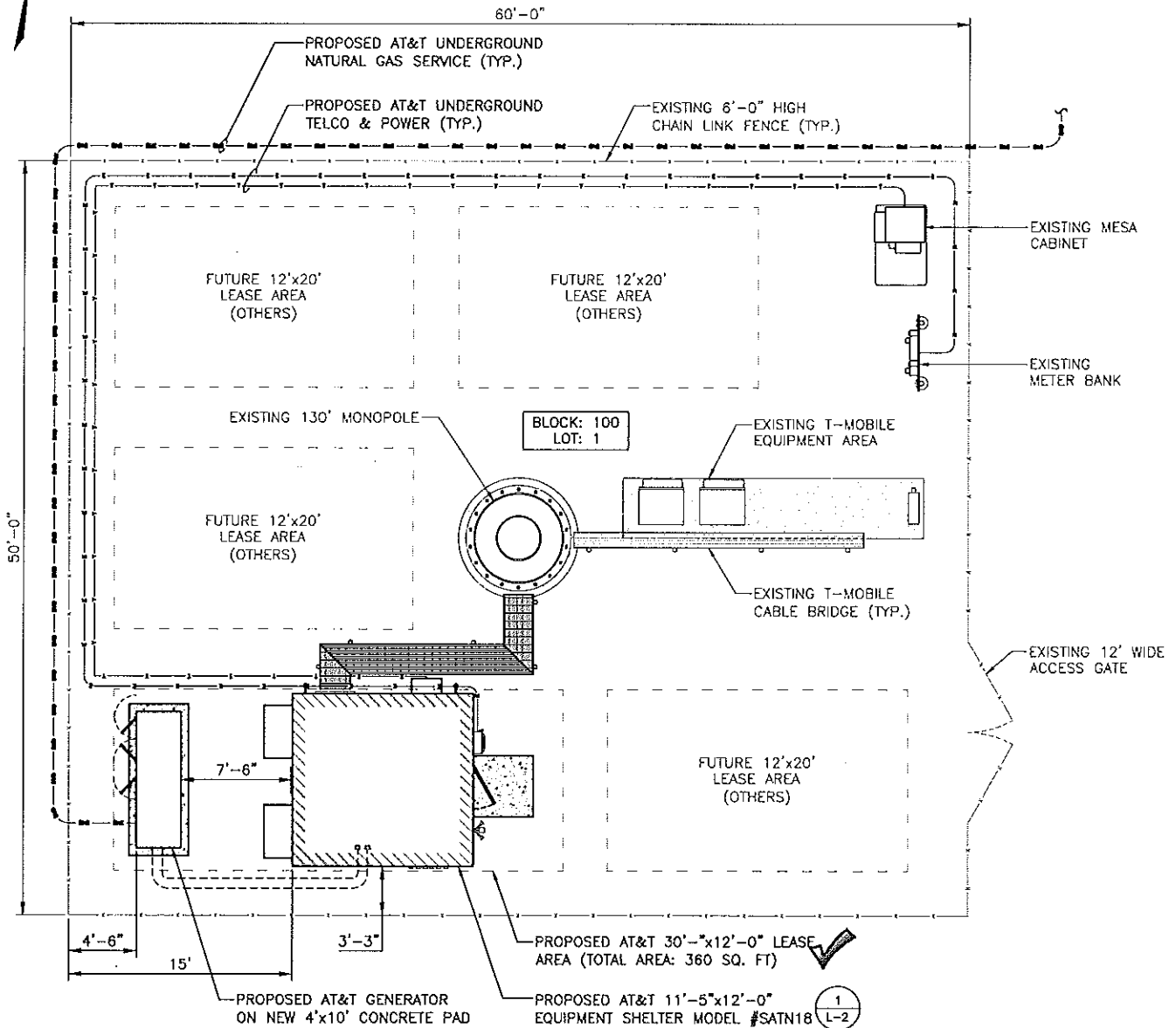
APPROVED

By Field Wagner at 7:20 am, Nov 22, 2017

NOTES:

1. SITE INFORMATION SHOWN IN THIS SET OF DRAWINGS IS BASED ON "PRELIMINARY & FINAL MAJOR SITE PLAN" FOR THE T-MOBILE SITE NJ08731, 556 TINTON AVENUE, TINTON FALLS, NJ 07724, PREPARED BY FRENCH & PARRELLO ASSOCIATES, DATED 11/30/15 AND CERTIFIED 03/14/16 BY PETER J. TARDY, P.E. AND A LIMITED SITE VISIT BY COM-EX CONSULTANTS ON 07/07/17.
2. UTILITY CONDUIT ROUTING LOCATIONS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE PENDING WALK-TROUGH WITH UTILITY PROVIDERS.

T-Mobile NJ08731A



1 COMPOUND PLAN
L-1 SCALE: N.T.S.

AT&T LEASE AREA: 30'-0" x 12'-0" = 360 SQ. FT

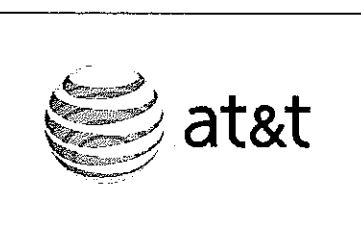
NOTE:
NEW GROUND RING TO BE INSTALLED FOR AT&T EQUIPMENT AND CONNECTED TO EXISTING GROUND RING.

ELECTRICAL TYPE: SINGLE PHASE
 ELECTRIC COMPANY: JCP&L
 GAS COMPANY: NJ NATURAL GAS
 TELCO COMPANY: TBD
 SHELTER MODEL: SATN18

SUBMITTALS	
INITIAL SUBMISSION	05/30/17
REVISED PER CLIENT	07/13/17
REVISED PER CLIENT	11/16/17

COM-EX
 Consultants
 115 ROUTE 46
 SUITE E39
 MOUNTAIN LAKES, NJ 07046
 PHONE: 862.209.4300
 FAX: 862.209.4301

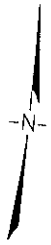
LEASE EXHIBIT
 SITE #: NYNYNJM109
 556 TINTON AVENUE
 TINTON FALLS, NJ 07724
 BLOCK: 100, LOT: 1



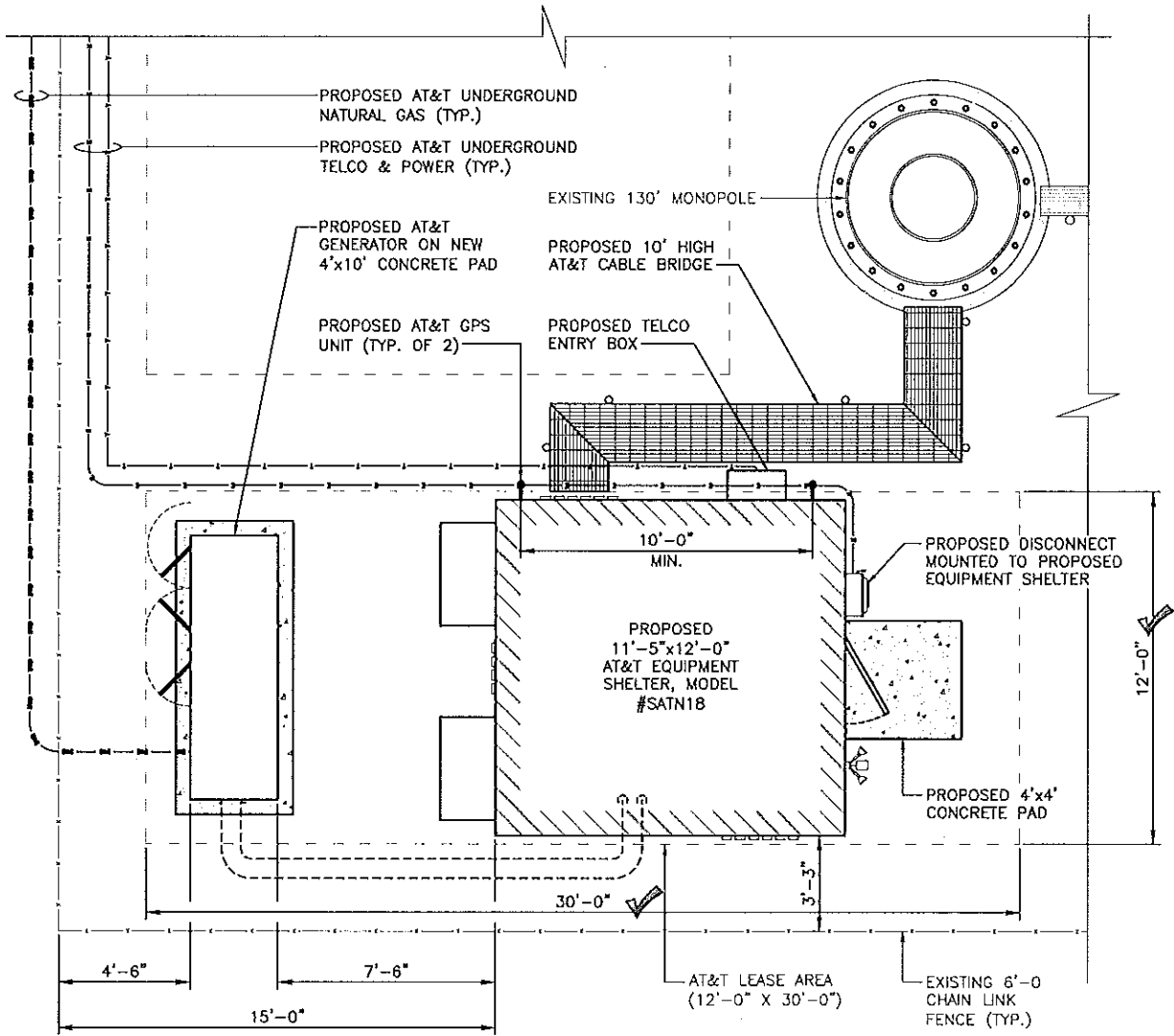
17007-BLV

SHEET 1 OF 4


L-1



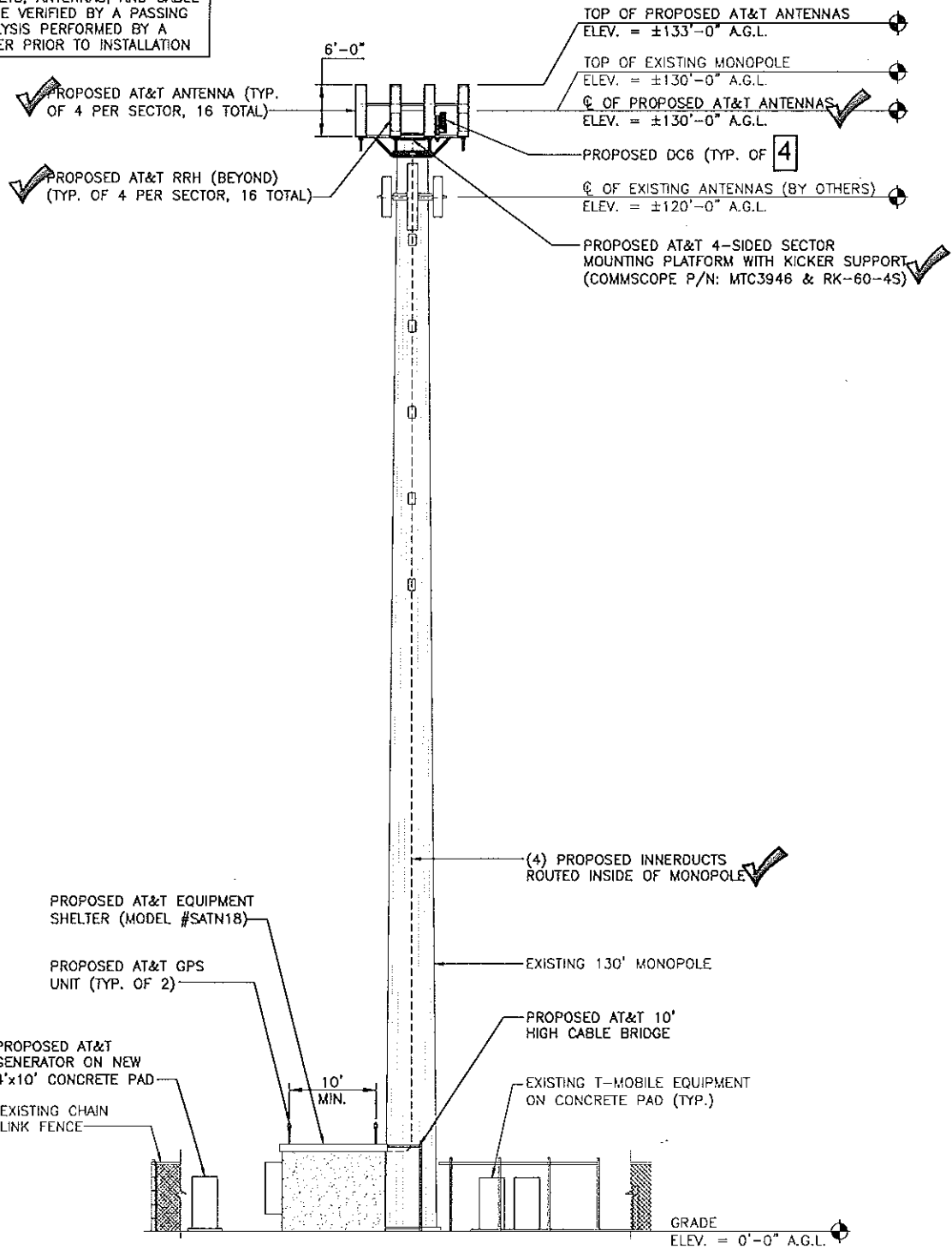
NOTES:
 1. SITE INFORMATION SHOWN IN THIS SET OF DRAWINGS IS BASED ON "PRELIMINARY & FINAL MAJOR SITE PLAN" FOR THE T-MOBILE SITE NJ08731, 556 TINTON AVENUE, TINTON FALLS, NJ 07724, PREPARED BY FRENCH & PARRELLO ASSOCIATES, DATED 11/30/15 AND CERTIFIED 03/14/16 BY PETER J. TARDY, P.E. AND A LIMITED SITE VISIT BY COM-EX CONSULTANTS ON 07/07/17.
 2. UTILITY CONDUIT ROUTING LOCATIONS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE PENDING WALK-THROUGH WITH UTILITY PROVIDERS.



1 ENLARGED AREA PLAN
 L-2 SCALE: N.T.S.

SUBMITTALS		COM-EX Consultants 115 ROUTE 46 SUITE E39 MOUNTAIN LAKES, NJ 07046 PHONE: 862.209.4300 FAX: 862.209.4301	LEASE EXHIBIT		
INITIAL SUBMISSION	05/30/17		SITE #: NYNYNJM109		
REVISED PER CLIENT	07/13/17		556 TINTON AVENUE TINTON FALLS, NJ 07724 BLOCK: 100, LOT: 1		
REVISED PER CLIENT	11/16/17		17007-BLV		
			SHEET 2 OF 4		
		L-2			

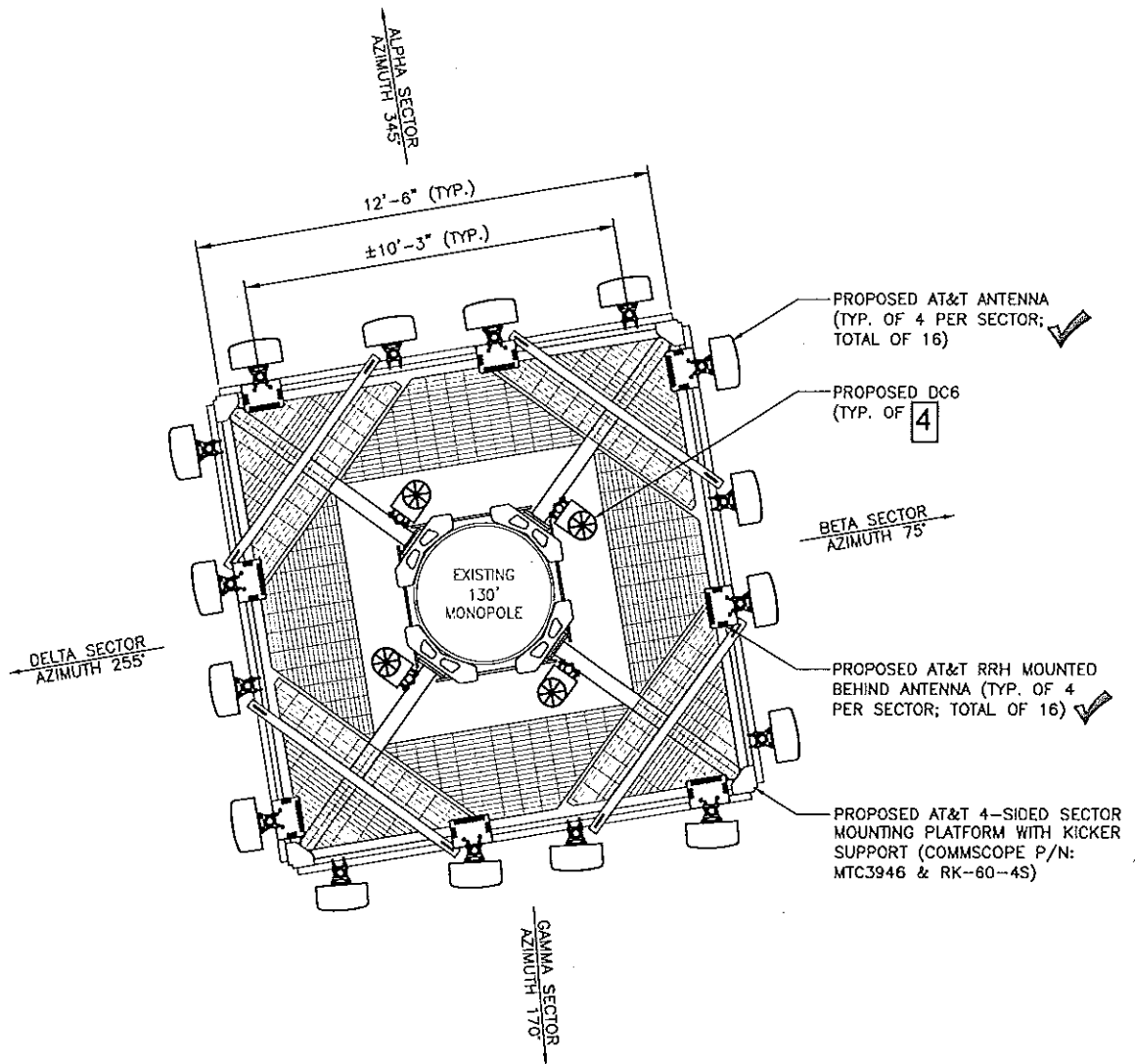
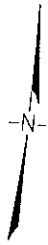
ALL LOADING ASSOCIATED WITH PROPOSED EQUIPMENT CABINETS, ANTENNAS, AND CABLE ROUTING SHALL BE VERIFIED BY A PASSING STRUCTURAL ANALYSIS PERFORMED BY A LICENSED ENGINEER PRIOR TO INSTALLATION



1 ELEVATION
L-3 SCALE: N.T.S.

SUBMITTALS		COM-EX Consultants 115 ROUTE 46 SUITE E39 MOUNTAIN LAKES, NJ 07046 PHONE: 862.209.4300 FAX: 862.209.4301	LEASE EXHIBIT SITE #: NYNYNJM109 556 TINTON AVENUE TINTON FALLS, NJ 07724 BLOCK: 100, LOT: 1	
INITIAL SUBMISSION	05/30/17			
REVISED PER CLIENT	07/13/17			
REVISED PER CLIENT	11/16/17			
17007-BLV		SHEET 3 OF 4	L-3	

ALL LOADING ASSOCIATED WITH PROPOSED EQUIPMENT CABINETS, ANTENNAS, AND CABLE ROUTING SHALL BE VERIFIED BY A PASSING STRUCTURAL ANALYSIS PERFORMED BY A LICENSED ENGINEER PRIOR TO INSTALLATION



1 ANTENNA ORIENTATION
L-4 SCALE: N.T.S.

SUBMITTALS	
INITIAL SUBMISSION	05/30/17
REVISED PER CLIENT	07/13/17
REVISED PER CLIENT	11/16/17

COM-EX
Consultants
115 ROUTE 46
SUITE E39
MOUNTAIN LAKES, NJ 07046
PHONE: 862.209.4300
FAX: 862.209.4301

LEASE EXHIBIT
SITE #: NYNYNJM109
556 TINTON AVENUE
TINTON FALLS, NJ 07724
BLOCK: 100, LOT: 1



17007--BLV

SHEET 4 OF 4

L-4

**ATTACHMENT 3
PRIME LEASE**

to the SLA dated _____ 20__, by and between T-Mobile Northeast LLC, as LICENSOR, and New Cingular Wireless PCS, LLC, as LICENSEE.

The Prime Lease is attached hereto.

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement") dated as of _____, is made by and between T-Mobile Northeast LLC, a Delaware Corporation, having its principal office located at 4 Sylvan Way, Parsippany, New Jersey 07054 ("Lessee") and the Borough of Tinton Falls, a municipal corporation of the State of New Jersey, having its principal office located at 556 Tinton Avenue, Tinton Falls, New Jersey 07724 ("Lessor").

RECITALS

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor owns certain real property legally described in Exhibit "A" attached hereto and commonly known as the Tinton Falls Municipal Complex, 556 Tinton Avenue; Lot 1, Block 100 ("Lessor's Real Property"). Lessee desires to lease a portion of Lessor's Real Property with any necessary easements over other portions of Lessor's Real Property and/or shared use of Lessor's easements over other real property necessary for Lessee's access and utilities to the leased area (altogether the "Premises"), as described on Exhibit "B" attached hereto. Lessor represents and warrants that it has the right to grant the rights set forth herein and that it has full rights of ingress to and egress from the Premises from a public roadway.

B. Lessee desires to construct and operate a wireless communications site at the Premises.

C. Based on the Premises set forth herein and on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject to the terms and conditions of this Lease Agreement.

WHEREFORE, in consideration of the Premises set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. **Grant of Lease.** Lessor hereby leases to Lessee the Premises for Lessee's proposed use, subject to the following terms and conditions for the Term. Lessor agrees to lease to Lessee approximately three thousand (3,000) square feet of space (substantially as shown in Exhibit C), which Lessee shall design and construct sufficient to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, a 130' tower and base ("Tower"), capable of an 20' extension and also capable of accommodating multiple carriers, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antennas(s), coaxial cable, base units and other associated equipment, as such location based

system may be required by any county, state or federal agency/department. Final site design to be approved by Lessor. Lessee shall provide written notice to Lessor of the installation of a location based system on the Premises in the event such system was not a part of the initial installation, hereinafter referred to as the "Premises" which is more fully described on Exhibits B and C attached hereto and made a part of this Agreement.

2. **Permitted Uses.** The Premises may be used by Lessee for the construction and operation of a wireless communications site. Under this Lease Agreement, Lessee may construct a Tower and install, place, use and operate on the Premises such Tower, antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively "Lessee's Facilities") as Lessee deems necessary for the operation of its wireless communications site at the Premises. Further, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee's Facilities as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises.

Lessee, upon full execution of this Lease Agreement and location approval from Lessor, shall have the right to place a temporary communications tower on the site ("Temporary Tower"), during the zoning/permitting process of the Tower. Rent (as defined in Section 5; below) payments shall commence upon the placement of the Temporary Tower. Lead Bidder shall work expeditiously to move through the zoning/permitting process. If, in the Borough's reasonable opinion, the Lead Bidder is not being proactive in the zoning permitting process, the Borough may require the Lead Bidder to remove the Temporary Tower.

3. **Conditions Precedent: Prior Approvals.** This Lease Agreement is conditioned upon Lessee obtaining all governmental licenses, permits and approvals enabling Lessee to construct and operate wireless communications facilities on the Premises without conditions which are not standard or typical for premises where wireless communications facilities are located. Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor.

4. **Term.** The term of this Lease Agreement ("Term") shall be five (5) years commencing on the date Lessee receives its building permit for construction of Lessee's Facilities on the Premises or six (6) months from the date of full execution of this Lease Agreement, whichever occurs first ("Commencement Date"). An extension of the six month Commencement Date limit may be granted by Lessor if cause for delay in obtaining necessary approvals is beyond the control of Lessee and/or if Lessee is making a good faith effort to obtain necessary approvals. Lessee shall promptly deliver written notice to Lessor of the Commencement Date. Lessee shall have the right to extend the Term of this Lease Agreement for four (4) additional terms (each a "Renewal Term") of five (5) years each. The terms and

conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent shall be increased as set forth herein below. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least thirty (30) days prior to the expiration of the first Term or any Renewal Term.

5. Rent.

- (a) Within forty-five (45) days of the Commencement Date, Lessee shall pay Lessor, as rent, the sum of [REDACTED] ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22, Notices and Deliveries. If the Commencement Date of this Lease Agreement is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid.
- (b) On each annual anniversary of the Commencement Date during the Term or any Renewal Term, Rent shall increase by [REDACTED] of the base Rent for the previous twelve (12) months.
- (c) A one-time, up-front payment of [REDACTED] shall be made by Lessee to the Lessor prior to the start of construction.

6. Due Diligence Contingency and Pre-Commencement Date Access to Premises.

Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 17, Insurance. Lessee will notify Lessor of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date by delivery of written notice thereof to Lessor as set forth in Section 14, Termination.

7. Ongoing Access to Premises. Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional

charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Lessee's access to the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense. Except those constructed by Lessee, Lessor, not Lessee, shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises, including compliance with Part 17 of the Federal Communications Commissions' Rules.

8. **Lessee's Work, Maintenance and Repairs.** All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit copies of the site plan and specifications to the Lessor for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within five (5) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such five (5) business day period, Lessor shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans. Lessee shall maintain Lessee's Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall surrender the Premises in good condition, less ordinary wear and tear; however, Lessee shall not be required to remove any foundation supports for Lessee's Facilities or conduits which have been installed by Lessee.

9. **Title to Lessee's Facilities.** Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities.

(a) Independent Direct Meter: Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, conditioned, or delayed, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(b) Sub-meter: Upon Lessee's request, Lessor shall allow Lessee to install sub-metering equipment on existing Lessor utility service(s). If a sub-meter is installed Lessee agrees to install, at Lessee's cost, the required equipment, sub-meters and connections and will reimburse Lessor for Lessee's use of utilities at a rate equal to Lessor's unit cost for the utilities. Lessee shall pay the cost of utility service provided to the Premises and attributable to Lessee's use via the sub-meter ("Utility Charge"). Lessee shall pay the estimated cost of the sub-meter's Utility Charge monthly in advance. The parties estimate the Utility Charge at the commencement of construction to be [REDACTED] per month. During the term of this Lease Agreement, at Lessor's request (which request shall not be more frequent than once every twelve months), Lessee shall calculate the actual Utility Charge for the immediately preceding twelve (12) months based on the readings from the privately installed sub-meter at Lessor's property. If the actual sub-meter's Utility Charge varies from the estimated Utility Charges paid, the parties shall reconcile past payments of utility charges and adjust future estimates of the Utility Charge to reflect Lessee's actual usage.

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment which exist on Lessor's Real Property on the effective date of this Lease Agreement ("Pre-existing Communications"), and Lessee's Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from Lessor of apparent interference by Lessee with Pre-existing Communications, Lessee shall have the responsibility to promptly terminate such interference or demonstrate to Lessor with competent information that the apparent interference in fact is not caused by Lessee's Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor's Real Property to, engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2, above. Such interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. Lessor agrees to incorporate equivalent provisions regarding non-interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor's Real Property.

12. **Co-Location/Use By Other Wireless Carriers.** Lessee shall construct, own and manage a Tower. Lessee shall have first choice in antenna location on or in the Tower. It is intended and accepted that the Tower and compound shall be made available for use by a minimum of five (5) wireless carrier tenants (Co-Locator). Each Co-Locator shall enter into a lease with the Lessee in a form, and for an amount, acceptable to the Lessor. Co-Location installation designs shall also be submitted to Lessor for approval before the execution of any Co-Location leases. Said approval shall not be unreasonably withheld. 100% of all Rent from Co-Locators shall be paid to the Borough.

13. **Taxes.** Lessee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to common improvements to the Property/Premises, and/or any portion of the Property/Premises that becomes taxable due to the presence of improvements, and/or the presence or installation of Antenna Facilities, only for so long as the Lease remains in effect. If Lessor receives notice of any personal property or real property tax assessment against Lessor, which may affect Lessee and is directly attributable to Lessee's installation, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

14. **Termination.** This Lease Agreement may be terminated by Lessee effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; or (ii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities ("Permits"), is unable to obtain such Permits without conditions which are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so. Additionally, Lessee may terminate this Lease after six (6) months written notice if (iii) Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference. Other than as stated herein, Lessee shall not have the right to terminate, revoke or cancel this Lease Agreement.

15. **Destruction of Premises.** If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property for the

ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement without further liability of Lessee as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.

16. Condemnation. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

17. Insurance. Lessee shall maintain the following insurance (or comparable coverage as approved by Lessor): (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance, and each party shall require such insurance policies to contain a waiver of recovery against the other.

18. Assignments or Transfers. Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee's rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, to any entity in which Lessee or any of its affiliates holds an ownership interest, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee or to any entity whose business is the ownership of telecommunication towers. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Lessee may assign or transfer this Lease Agreement upon written notice to Lessor provided that

any such assignee assumes all of Lessee's obligations hereunder. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

19. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a) So long as Lessee is not in default under this Lease Agreement, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises.

(b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any certificate of subordination that Lessor may reasonably request, provided that such certificate acknowledges that this Lease Agreement remains in full force and effect, recognizes Lessee's right to non-disturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement, only contains true and accurate statements and Lessee's liability shall be capped at the remaining rent under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

(c) At any time upon not less than ten (10) days' prior written notice by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a statement in writing certifying that this Lease Agreement is in full force and effect, if true, and the status of any continuing defaults under this Lease Agreement.

20. Indemnification. Lessee hereby agrees to indemnify and hold Lessor and Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee's use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property or Lessee's shared use of Lessor's easements for access to the Premises, except those resulting from the negligence or willful misconduct of Lessor or Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors. The indemnity provisions of this section shall survive the expiration, cancellation or expiration of this Lease Agreement.

21. Hazardous Materials. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Lessor's Real Property in

violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within Lessor's Real Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

22. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, reliable overnight delivery service or e-mail to the address of the respective parties set forth below:

Lessor: Borough of Tinton Falls
556 Tinton Avenue
Tinton Falls, NJ 07724
Attn: Borough Administrator
Telephone: 732-542-3400
Email: mmuscillo@tintonfalls.com

Lessee: T-Mobile Northeast LLC
c/o T-Mobile USA Inc.
12920 S.E. 38th Street
Bellevue, WA 98006

Federal Taxpayer ID Number: 52-2069434

With a copy to:

Brian M. Nelson, Esq.
Archer & Greiner PC
Riverview Plaza
10 Highway 35
Red Bank, New Jersey 07701
Telephone: 732-268-8000
Email: bnelson@archerlaw.com

Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

23. Damage or destruction of Tower. If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower through no fault or negligence of Lessee, Lessee may elect to terminate the Lease Agreement upon thirty (30) days written notice to Lessor. In such event, Lessor shall promptly remove the Tower and ancillary support equipment and structures from the Premises. Alternatively, Lessee may, at its own expense, replace the Tower in accordance with all specifications and requirements applicable to the original installation. Rent shall abate until (1) the Tower is rebuilt and back in service or (2) ninety (90) days from the date the Tower is damaged, whichever occurs first.

24. Miscellaneous.

(a) **Severability.** If any provision of the Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Lease Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) **Memorandum of Lease.** Lessor acknowledges that a Memorandum of Agreement substantially in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of the County where the Property is located.

(h) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of Lease Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

(j) **Bid Documents.** The Bid Documents, as attached hereto as Exhibit E, shall be considered a part of this lease. In the event of inconsistencies between the Bid Documents and the Lease Agreement, the Lease Agreement terms shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease Agreement is effective as of the date first above written.

ATTEST:

LESSOR
BOROUGH OF TINTON FALLS

Maureen L. Murphy
Maureen Murphy, Municipal Clerk

By:

[Signature]
Gerald M. Turning, Mayor

Dated: 7/10/15

ATTEST:

LESSEE
T-MOBILE NORTHEAST, LLC

[Signature]

By:

[Signature] - 7/1/15

Dated: 7/1/15

EXHIBIT A

DESCRIPTION OF LESSOR'S REAL PROPERTY

To the Lease Agreement dated _____, 2015, by and between T-Mobile Northeast LLC as Lessee and the Borough of Tinton Falls as Lessor.

Lessor's Property of which Premises are a part is described as follows:

Lot: 1, Block 100

BEGINNING at a point in the Southerly line, (24.75 feet from centerline), of Tinton Avenue, (Monmouth County Highway No. 537), where the same is intersected by the division line between Lot 1, Block 100 and Lot 1, Block 101 and running from said **BEGINNING** point.

- 1) South 07 degrees 53 minutes 55 seconds East along said division line between Lot 1, Block 100 and Lot 1, Block 101, a distance of 15.51 feet to a point; thence
- 2) South 71 degrees 36 minutes 05 seconds West along a new line being parallel with and 40.00 feet Southwardly from, measured at right angles thereto, the aforesaid centerline of Tinton Avenue, a distance of 47.77 feet to a point; thence
- 3) North 18 degrees 29 minutes 55 seconds West, a distance of 15.25 feet to a point in the aforesaid Southerly line, (24.75 feet from centerline), of Tinton Avenue); thence
- 4) North 71 degrees 36 minutes 05 seconds East along said Southerly line of Tinton Avenue, a distance of 50.63 feet to the point and place of **BEGINNING**.

Containing 750 Square Feet, 0.017 Acres

The description is in accordance with a map entitled "Limited Topographic Survey of Tinton Falls Municipal Complex, Lot 1, Block 100, situated in Borough of Tinton Falls, Monmouth County, New Jersey" prepared by LGA Engineering, Inc. and dated August 16, 2006.

EXHIBIT B

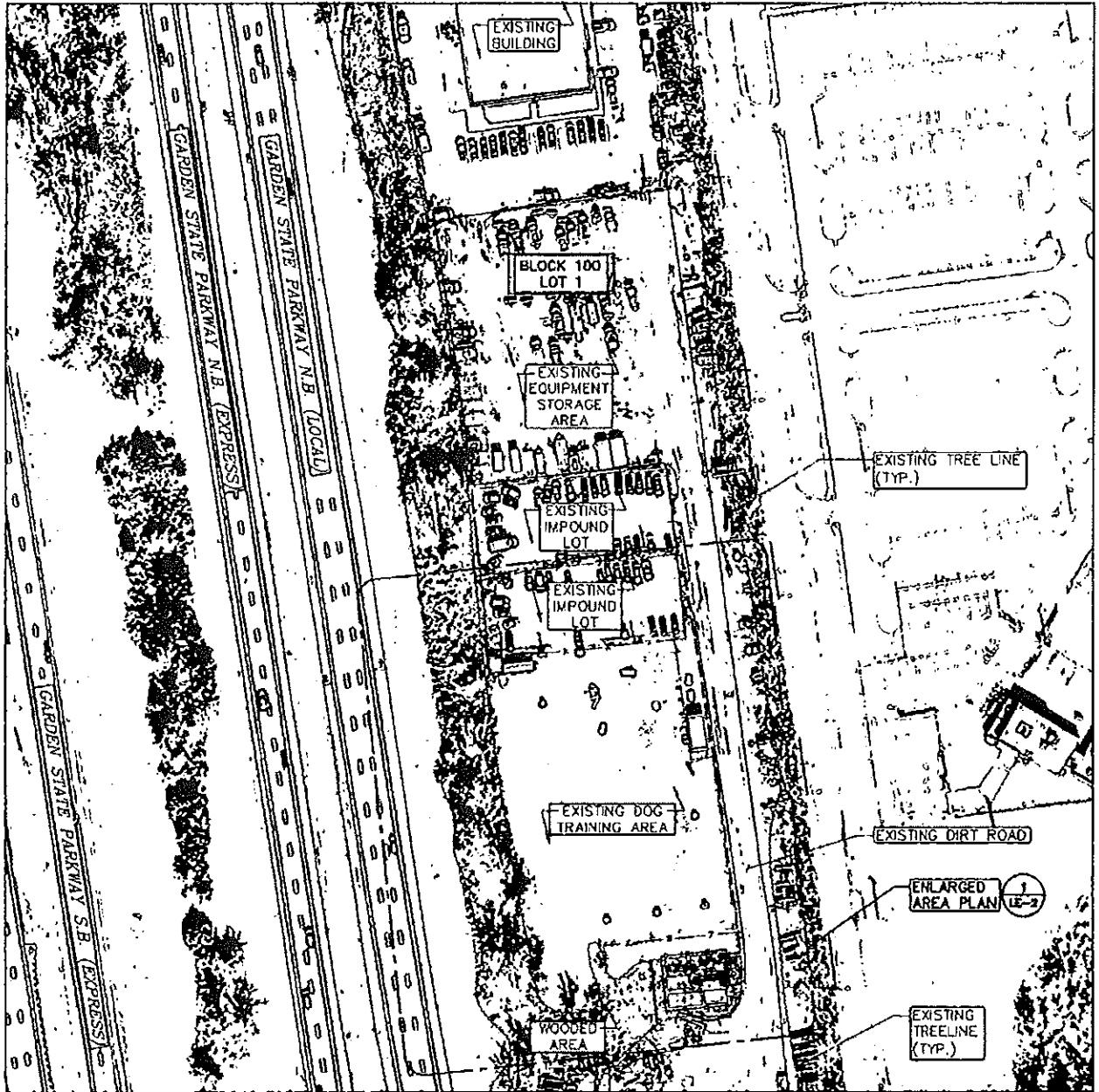
DESCRIPTION OF PREMISES

To the Lease Agreement dated _____, 2015, by and between T-Mobile Northeast LLC as Lessee and the Borough of Tinton Falls as Lessor.

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.

(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)

PLAN NORTH



1 SITE MAP
LE-1 SCALE: N.T.S.

NOTES:

1. THIS DRAWING IS BASED ON DISCUSSIONS WHICH TOOK PLACE IN THE FIELD AND ON LIMITED FIELD MEASUREMENTS. THIS PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.
2. THIS DRAWING IS CONCEPTUAL AND HAS BEEN PREPARED ONLY TO PROMOTE DISCUSSIONS BETWEEN THE LESSOR AND THE LESSEE.
3. DO NOT SCALE THIS DRAWING.

NOTE: THIS DRAWING HAS BEEN REDUCED TO FIT ON AN 8 1/2"x11" SHEET OF PAPER. DO NOT SCALE.



1800 Route 34, Suite 101 - Wall, NJ - 07719 • 732 312-8200

PROJECT No.
2442.114
DRAWN BY
A.R.C.
APPROVED CHECKED BY
S.P.K.
TURKEY
TX DESIGN

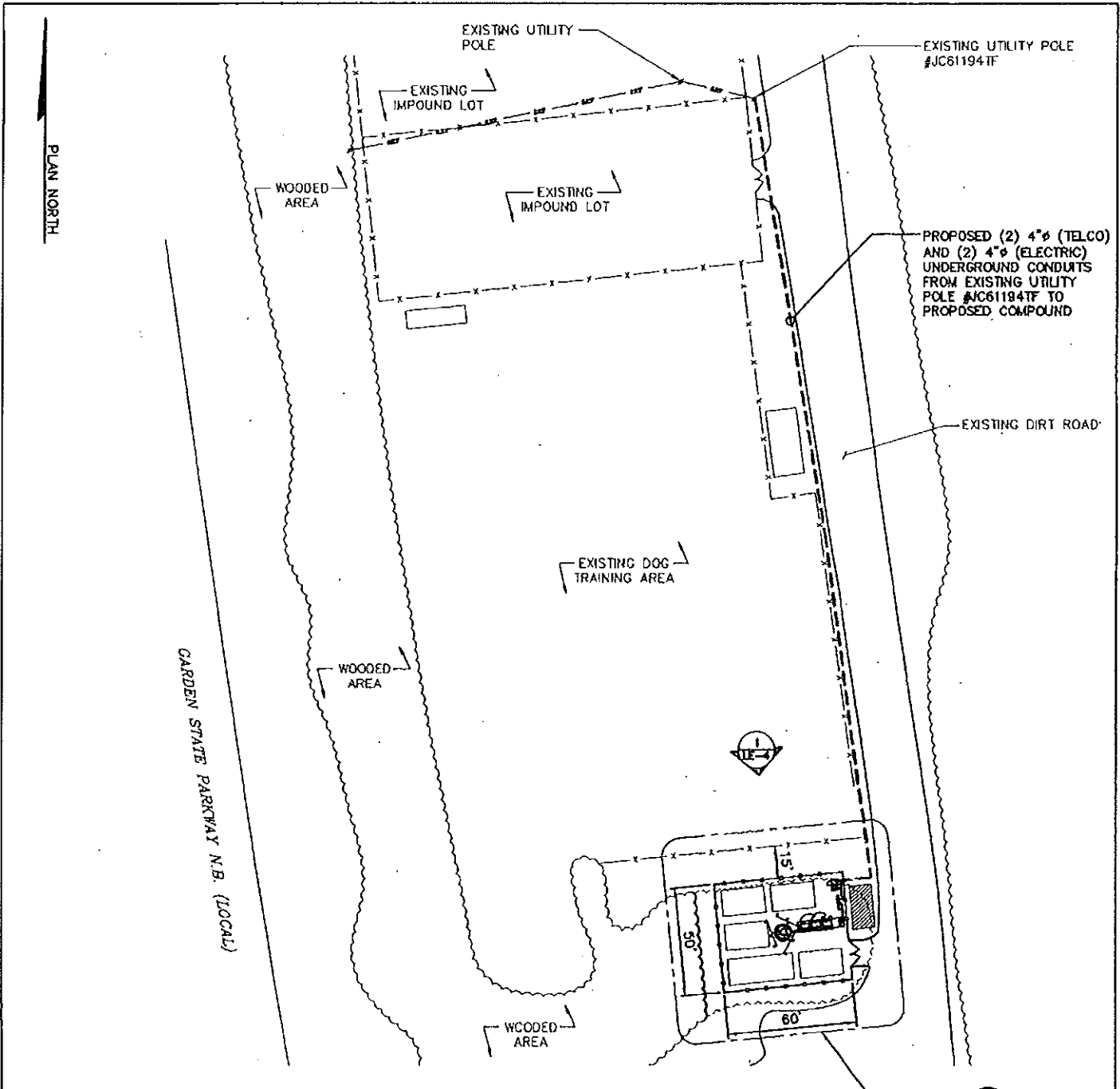
T-MOBILE
NORTHEAST LLC
a Delaware Limited Liability Company
4 SYLVAN WAY, PARSIPPANY, NJ 07054

THIS DOCUMENT IS THE PROPERTY AND CONFIDENTIAL MATERIAL OF ONEPOINT FACILITIES NETWORK, LLC. ANY REPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED.

DRAWING TITLE:
LEASE EXHIBIT

PROJECT:
NJ08731A
ADDRESS:
556 TINTON AVENUE
TINTON FALLS, NJ 07724

0	08/25/14
REVISION#	DATE#
SITE ID# NJ08731A	
DRAWING NO.	KEY#
LE-1	0



1 ENLARGED AREA PLAN
LE-2 SCALE: N.T.S.

1 ENLARGED COMPOUND PLAN
LE-3

NOTES:

1. THIS DRAWING IS BASED ON DISCUSSIONS WHICH TOOK PLACE IN THE FIELD AND ON LIMITED FIELD MEASUREMENTS. THIS PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.
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 1600 Route 34, Suite 101 - Wall, NJ - 07719 - 732.312.0600	PROJECT No. 2442.114	T-MOBILE NORTHEAST LLC a Delaware Limited Liability Company 4 SYLVAN WAY, PARSIPPANY, NJ 07054 <small>THIS DOCUMENT IS THE PROPERTY AND CONFIDENTIAL WORK OF CARRIER FACILITIES NETWORK, LLC. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED.</small>	DRAWING TITLE LEASE EXHIBIT		
	DRAWN BY A.R.C.		PROJECT: NJ08731A	REVISION# 0	DATE# 08/25/14
	APPROVED/CHECKED BY S.P.K.		ADDRESS: 556 TINTON AVENUE TINTON FALLS, NJ 07724	SITE ID# NJ08731A	
	TURNKEY TK DESIGN			DRAWING NO. LE-2	REV# 0

LEASE AREA:
50' x 60' = 3,000 S.F.

PLAN NORTH

EXISTING DOG TRAINING AREA

DIRT ROAD

EXISTING EDGE OF DIRT ROAD (TYP.)

EXISTING CHAIN LINK FENCE (TYP.)

PROPOSED (2) 4" (TELCO) AND (2) 4" (ELECTRIC) UNDERGROUND CONDUITS FROM EXISTING UTILITY POLE JC81194TF TO PROPOSED COMPOUND

PROPOSED T-MOBILE ANTENNAS (TYP. OF 3 PER SECTOR, TOTAL OF 9)
PROPOSED 130' MONOPOLE (EXTENDABLE TO 150')

PROPOSED TELCO MESA CABINET (TELCO DEMARK TO BE LOCATED BY OTHERS)

PROPOSED 5-GANG METER CENTER ON H-FRAME

PROPOSED UNDERGROUND CONDUITS FROM UTILITY DEMARKS TO PPC CABINET

PROPOSED T-MOBILE 4'x20' CONCRETE PAD

PROPOSED T-MOBILE PPC CABINET ON CONCRETE PAD

PROPOSED 10'x20' CELL TECHNICIAN PARKING AREA

PROPOSED T-MOBILE EQUIPMENT CABINETS ON CONCRETE PAD (TYP. OF 3)

PROPOSED T-MOBILE CABLE BRIDGE

PROPOSED 12' WIDE BOARD ON BOARD FENCE GATE

EXISTING TREE LINE (TYP.)

APPROXIMATE LOCATION OF PROPOSED TREE LINE

PROPOSED GRAVEL COVER WITHIN 50'x80' COMPOUND

WOODED AREA

DIRT ROAD

EXISTING TREES WITHIN PROPOSED COMPOUND AREA TO BE CLEARED

NOTES:

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2. THIS DRAWING IS CONCEPTUAL AND HAS BEEN PREPARED ONLY TO PROMOTE DISCUSSIONS BETWEEN THE LESSOR AND THE LESSEE.
3. DO NOT SCALE THIS DRAWING.

1 ENLARGED COMPOUND PLAN
LE-3 SCALE: N.T.S.

NOTE: THIS DRAWING HAS BEEN REDUCED TO FIT ON AN 8 1/2"x11" SHEET OF PAPER. DO NOT SCALE.



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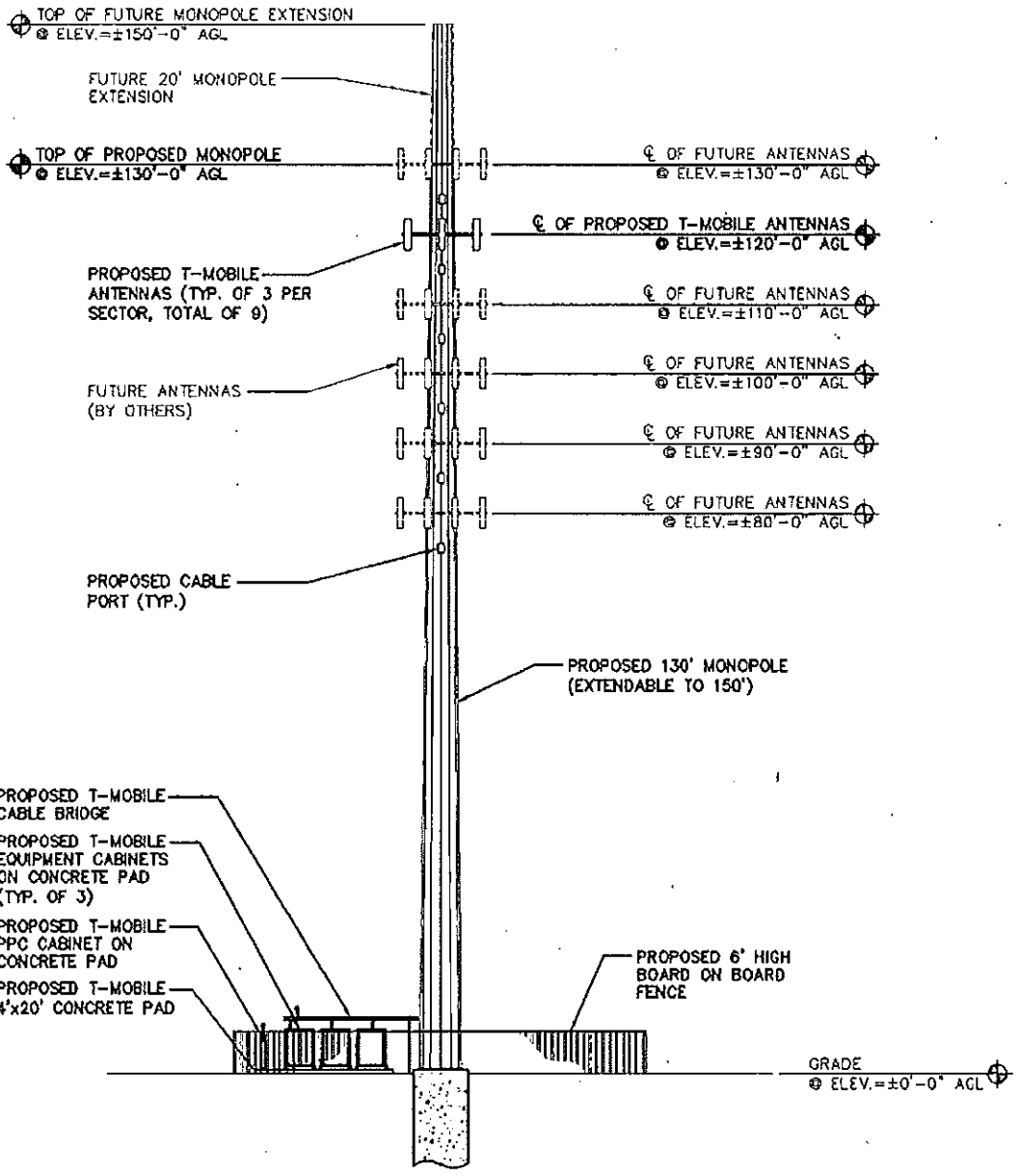
PROJECT No.
2442.114
DRAWN BY
A.R.C.
APPROVED CHECKED BY
S.P.K.
TURKEY
TK DESIGN

T-MOBILE
NORTHEAST LLC
a Delaware Limited Liability Company
4 SYLVAN WAY, PARSIPPANY, NJ 07054

THIS DOCUMENT IS THE PROPERTY AND COPYRIGHTED WORK OF CONSULTING FACILITIES NETWORK, LLC. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED.

DRAWING TITLE:
LEASE EXHIBIT
PROJECT:
NJ08731A
ADDRESS:
556 TINTON AVENUE
TINTON FALLS, NJ 07724

0	08/25/14
REVISION#	DATE#
SITE NO. NJ08731A	
DRAWING NO.	REV.#
LE-3	0



1 ELEVATION
LE-4 SCALE: N.T.S.

NOTES:

1. THIS DRAWING IS BASED ON DISCUSSIONS WHICH TOOK PLACE IN THE FIELD AND ON LIMITED FIELD MEASUREMENTS. THIS PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.
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NOTE: THIS DRAWING HAS BEEN REDUCED TO FIT ON AN 8 1/2"x11" SHEET OF PAPER. DO NOT SCALE.

 1600 Route 34, Suite 101 • Wall, NJ • 07719 • 732 312-0900	PROJECT NO. 2442.114	T-MOBILE NORTHEAST LLC a Delaware Limited Liability Company 4 SYLVAN WAY, PARSIPPANY, NJ 07054 <small>THIS DOCUMENT IS THE PROPERTY AND COPYRIGHTED WORKS OF OWNERSHIP FACILITIES NETWORKS, LLC. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED.</small>	DRAWING TITLE: LEASE EXHIBIT		
	DRAWN BY A.R.C.		PROJECT: NJ08731A	REVISION# 0	DATE# 08/25/14
	APPROVED/CHECKED BY S.P.K.		ADDRESS: 556 TINTON AVENUE TINTON FALLS, NJ 07724	SITE ID# NJ08731A	
	TURNKEY TK DESIGN			DRAWING NO. LE-4	REV.# 0

**ATTACHMENT 4
OWNER'S CONSENT**

to the SLA dated _____ 20__, by and between T-Mobile Northeast LLC, as LICENSOR, and New Cingular Wireless PCS, LLC, as LICENSEE.

Owner's Consent is attached hereto if required under the Prime Lease.

Owner's Consent is attached



National Development – T-Mobile Towers
1009 W. McLoughlin Blvd., Vancouver, WA 98660

December 28, 2017

Attn: Borough Administrator
Borough of Tinton Falls
556 Tinton Avenue
Tinton Falls, NJ 07724

**RE: T-Mobile site: NJ08731A / Tinton Falls
T-Mobile Northeast LLC – Communications Site Lease Agreement
Located at 556 Tinton Avenue, Tinton Falls, NJ 07724**

Dear Administrator:

Pursuant to Paragraph 12 of the Communications Site Lease Agreement ("Lease Agreement") dated July 16, 2015, by and between the Borough of Tinton Falls, ("Lessor") and T-Mobile Northeast LLC, ("Lessee"), a subsidiary of T-Mobile USA, Inc. ("T-Mobile"), Lessee hereby requests your written approval to sublease a portion of Lessee's premises to AT&T Mobility Corporation d/b/a New Cingular Wireless PCS, LLC ("Sublessee"), approval of the sublease form and rent amount to be paid by Sublessee, and approval of Sublessee's installation designs. We previously provided you with a copy of the sublease form, including attachments. The sublessee rent will escalate in accordance with the MLA (as defined in the Site License Agreement between Lessee and Sublessee), as may be amended. The current escalation rate in the MLA is 3% annually.

The Sublessee will be bound by the terms and conditions of the Lease Agreement.

Please indicate your approval to sublease and of the sublease form, rental amount, and installation designs (i.e., the drawings in Attachment 2 to the sublease) by signing & dating in the space provided below. Kindly return the signed consent letter via scan and email to myself at Robin.Segundo@T-Mobile.com. Alternatively, this letter can be returned via regular mail in the enclosed envelope to my attention at T-Mobile, Attn: Robin Segundo, 1009 W. McLoughlin Blvd., Vancouver, WA 98660.

Thank you for your time in this matter. Please direct any questions to me in writing at Robin.Segundo@T-Mobile.com or feel free to give me a call at (360) 823-9319.

Yours truly,

Robin Segundo

Robin Segundo
Site Development Manager, T-Mobile Towers
T-Mobile Northeast LLC
a subsidiary of T-Mobile USA, Inc.

LESSOR CONSENT:

In consideration of the terms, provisions, conditions, covenants, and agreements of that certain Communications Site Lease Agreement, by and between Borough of Tinton Falls and T-Mobile Northeast LLC, Lessor hereby agrees and consents to the above sublease, including but not limited to the uses, rights-of-way and other rights and responsibilities granted to the Lessee, and including the sublease form, rent amount, and installation designs.

Borough of Tinton Falls

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT 5

MEMORANDUM OF LICENSE

to the SLA dated _____ 20__, by and between T-Mobile Northeast LLC, as LICENSOR, and New Cingular Wireless PCS, LLC, as LICENSEE.

This Memorandum of Site License Agreement is entered into on this ____ day of _____, 20__ (“SLA Effective Date”), by and between T-Mobile Northeast LLC, a Delaware limited liability company, with an office at 12920 SE 38th St., Bellevue, WA 98006 (hereinafter referred to as “LICENSOR”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an office at Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324-3300 (hereinafter referred to as “LICENSEE”).

1. LICENSOR and LICENSEE entered into a Site License Agreement (“SLA”) on the ____ day of _____, 20__, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Site License Agreement.
2. The term of the SLA is for five (5) years commencing on _____, 20__ and ending on _____, with four (4) successive five (5) year options to renew. If all options to renew are exercised, the term of this SLA will expire twenty-five (25) years after the SLA Effective Date (as defined in the SLA).
3. The Land is described in Attachment 1 annexed hereto.
4. The original copy of this SLA is held at the LICENSOR’s and LICENSEE’s addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site License Agreement as of the day and year first above written.

LICENSOR:
T-Mobile Northeast LLC
a Delaware limited liability company

LICENSEE:
New Cingular Wireless PCS, LLC
a Delaware limited liability company
BY: AT&T Mobility Corporation
Its: Manager

By: _____
(Signature)

Clark Harris
(Print)
Title: Director, National Siting Advocacy
Date: _____

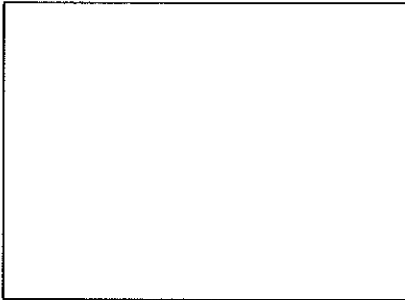
By: _____
(Signature)

(Print)
Title: _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Clark Harris is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, National Siting Advocacy of T-Mobile Northeast LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



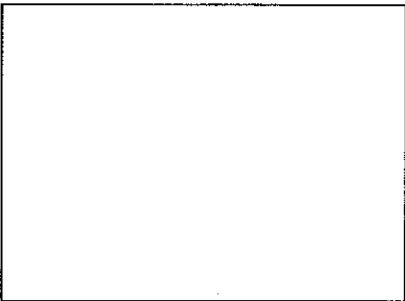
(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

MEMORANDUM OF LICENSE

ATTACHMENT 1

LEGAL DESCRIPTION OF LAND

Property of which Premises are a part is described as follows:

Lot: 1 , Block 100

BEGINNING at a point in the Southerly line, (24.75 feet from centerline), of Tinton Avenue, (Monmouth County Highway No. 537), where the same is intersected by the division line between Lot 1, Block 100 and Lot 1, Block 101 and running from said **BEGINNING** point.

- 1) South 07 degrees 53 minutes 55 seconds East along said division line between Lot 1, Block 100 and Lot 1, Block 101, a distance of 15.51 feet to a point; thence
- 2) South 71 degrees 36 minutes 05 seconds West along a new line being parallel with and 40.00 feet Southwardly from, measured at right angles thereto, the aforesaid centerline of Tinton Avenue, a distance of 47.77 feet to a point; thence
- 3) North 18 degrees 29 minutes 55 seconds West, a distance of 15.25 feet to a point in the aforesaid Southerly line, (24.75 feet from centerline), of Tinton Avenue); thence
- 4) North 71 degrees 36 minutes 05 seconds East along said Southerly line of Tinton Avenue, a distance of 50.63 feet to the point and place of **BEGINNING**.

Containing 750 Square Feet, 0.017 Acres

The description is in accordance with a map entitled "Limited Topographic Survey of Tinton Falls Municipal Complex, Lot 1, Block 100, situated in Borough of Tinton Falls, Monmouth County, New Jersey" prepared by LGA Engineering, Inc. and dated August 16, 2006.

RESOLUTION COMPENSATED ABSENCE - RETIREE

WHEREAS, Gary Gebele has been employed by the Borough of Tinton Falls since July 12, 1976, and as Public Works Director since January 1, 2011; and

WHEREAS, on March 1, 2018, Gary Gebele will retire with over 41 years of dedicated service to the Borough, and with the Division of Pensions and Benefits; and

WHEREAS, Gary Gebele will be entitled to compensated absence benefits in accordance with Borough Ordinance #9-8.1d and 9-7.3c. The benefits are estimated to be a total of \$109,000.00. The breakdown of this payment is \$97,500.00 for accrued vacation time, \$7,500.00 for accrued sick time, \$4,000.00 for accrued compensatory time; and

WHEREAS, in accordance with NJSA 40A:9-165, the governing body must authorize all benefits; and

WHEREAS, before any payment is made, the Chief Financial Officer must certify that sufficient documentation exists as to the amount of the accumulated absence, and that funds are available to pay the amount due.

NOW, THEREFORE BE IT RESOLVED by the Borough Council that subject to the certification of funds available by the Chief Financial Officer, that Gary Gebele receives the aforementioned compensated absence benefits.

Certification of funds: TRUST FUND-ACCUMULATED ABSENCES

 THOMAS FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	A N S E S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

RESOLUTION COMPENSATED ABSENCE -RETIREE

WHEREAS, Jill Morgan has been employed by the Borough of Tinton Falls as a Senior Secretary since January 26, 1998; and

WHEREAS, on February 1, 2018, Jill Morgan will retire with 20 years of service to the Borough, and with over 29 years of service with the Division of Pensions and Benefits; and

WHEREAS, Jill Morgan will be entitled to compensated absence benefits in accordance with Borough Ordinance #9-8.1d and 9-7.3c. The benefits are estimated to be a total of \$5,850.00. The breakdown of this payment is \$5,300.00 for accrued vacation time, \$550.00 for accrued compensatory time; and

WHEREAS, in accordance with NJSA 40A:9-165, the governing body must authorize all benefits; and

WHEREAS, before any payment is made, the Chief Financial Officer must certify that sufficient documentation exists as to the amount of the accumulated absence, and that funds are available to pay the amount due.

NOW, THEREFORE BE IT RESOLVED by the Borough Council that subject to the certification of funds available by the Chief Financial Officer, that Jill Morgan receives the aforementioned compensated absence benefits.

Certification of funds: TRUST FUND - ACCUMULATED ABSENCES

 THOMAS FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

RESOLUTION COMPENSATED ABSENCE - RETIREE

WHEREAS, Michael Jones has been employed by the Borough of Tinton Falls as a Truck Driver since March 30, 1998; and

WHEREAS, on February 1, 2018, Michael Jones will retire with over 19 years of service to the Borough, and the Division of Pensions and Benefits; and

WHEREAS, Michael Jones will be entitled to compensated absence benefits in accordance with Borough Ordinance #9-8.1d and 9-7.3c. The benefits are estimated to be a total of \$7,800.00. The breakdown of this payment is \$6,800.00 for accrued vacation time, \$1,000.00 for accrued sick time; and

WHEREAS, in accordance with NJSA 40A:9-165, the governing body must authorize all benefits; and

WHEREAS, before any payment is made, the Chief Financial Officer must certify that sufficient documentation exists as to the amount of the accumulated absence, and that funds are available to pay the amount due.

NOW, THEREFORE BE IT RESOLVED by the Borough Council that subject to the certification of funds available by the Chief Financial Officer, that Michael Jones receives the aforementioned compensated absence benefits.

Certification of funds: TRUST FUND-ACCUMULATED ABSENCES

 THOMAS FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION – RELEASING PERFORMANCE GUARANTEE UPON THE POSTING OF
MAINTENANCE GUARANTEE – IPP SOLAR, LLC
BLOCK 111 LOT 4.01**

WHEREAS, the developer has requested the release of Performance Guarantee posted for IPP Solar, LLC, Block 111, Lot 4.01; and

WHEREAS, by letter dated January 5, 2018, the Borough Engineer (T&M Associates) has recommended the release of the guarantee as the developer has completed all of the improvements subject to the posting of the required maintenance guarantee as set forth in said letter (said letter hereby attached and made part of this Resolution) and the payment of any and all outstanding engineering and inspection fees.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that Performance Guarantee and remaining engineering escrow fees for IPP Solar, LLC, Block 111 Lot 4.01, be released subject to the posting of the required maintenance guarantees and the payment of any and all outstanding engineering and inspection fees.

GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N	<p>I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018.</p> <p align="center">_____ Maureen L. Muttie, Borough Clerk</p>
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. ROCHE							
MR. BALDWIN							



YOUR GOALS. OUR MISSION.

TFLS-I1630

January 5, 2018

Via Email (mmuttie@tintonfalls.com)

Maureen Muttie, Borough Clerk
Borough of Tinton Falls
556 Tinton Avenue
Tinton Falls, NJ 07724

**Re: Performance Guarantee Release
IPP Solar, LLC
175 Drift Road
Block 111, Lot 4.01
Borough of Tinton Falls**

Dear Ms. Muttie:

A request to release the performance guarantee has been made by the developer of the above-referenced project. Accordingly, this office conducted a re-inspection of the property for purposes of releasing the performance guarantee on January 2, 2018. Based on our observations, all bonded improvements have been completed in accordance with the approved site plan and remain in acceptable condition. Therefore, from an engineering standpoint, I have no objection to the release of the performance bond in the amount of \$74,460.60 and the cash portion of the guarantee in the amount of \$8,273.40. Prior to release of the performance guarantee, a two-year Maintenance Bond shall be posted in the amount of \$10,341.75, which represents 15% of the total cost of improvements in accordance with Borough Ordinance Section 40-42.

If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

THOMAS P. NEFF, P.E., P.P., C.M.E.
TINTON FALLS BOROUGH ENGINEER

TPN:KJO

Cc (via email): Elizabeth Perez, Borough Administrator
Brian M. Nelson, Esq., Director of Law
Lori Paone, Zoning & Code Enforcement Officer
Carol Rathyen, Finance Department
Thomas Branch, P.E., Stavola Asphalt Co.
Maziar Dalaeli, IPP Solar, LLC

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**RESOLUTION – RELEASING PERFORMANCE GUARANTEE UPON THE POSTING OF
 MAINTENANCE GUARANTEE – GREENBRIAR FALLS – PHASE III
 BLOCK 16, LOT 1 & BLOCK 19, LOT 11.01**

WHEREAS, the developer has requested the release of Performance Guarantee posted for Greenbriar Falls – Phase III, Block 16, Lot 1 & Block 19, Lot 11.02; and

WHEREAS, by letter dated December 27, 2017, the Borough Engineer (T&M Associates) has recommended the release of the guarantee as the developer has completed all of the improvements subject to the posting of the required maintenance guarantee as set forth in said letter (said letter hereby attached and made part of this Resolution) and the payment of any and all outstanding engineering and inspection fees.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that Performance Guarantee and remaining engineering escrow fees for Greenbriar Falls – Phase III, Block 16, Lot 1 & Block 19, Lot 11.02 be released subject to the posting of the required maintenance guarantees and the payment of any and all outstanding engineering and inspection fees.

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018.
MS. FAMA							_____ Maureen L. Muttie, Borough Clerk
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							



YOUR GOALS. OUR MISSION.

TFLS-10492

December 27, 2017

Via email

Maureen Muttie, Borough Clerk
Borough of Tinton Falls
556 Tinton Avenue
Tinton Falls, NJ 07724

**Re: Performance Guarantee Release
Greenbriar Falls – Phase 3
Block 16, Lot 1 & Block 19, Lot 11.02
Borough of Tinton Falls**

Dear Ms. Muttie:

A request to release the performance guarantee has been made by the developer of the above-referenced project. Accordingly, this office conducted an inspection of the property for purposes of releasing the performance guarantee. Based on our observations, the bonded improvements have been completed in accordance with the approved site plan and remain in acceptable condition. The developer has addressed all items from our prior deficiency list dated October 13, 2017 and our subsequent letter dated December 4, 2017. Therefore, from an engineering standpoint, I have no objection to the release of the previously reduced performance bond in the amount of \$281,294.10 and the cash portion of the guarantee in the amount of \$31,254.90. Prior to release of the performance guarantee, a two-year Maintenance Bond shall be posted in the amount of \$105,757.47, which represents 15% of the total cost of improvements in accordance with Borough Ordinance Section 40-42.

If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

THOMAS P. NEFF, P.E., C.M.E.
TINTON FALLS BOROUGH ENGINEER

TPN:

cc: (via email): Elizabeth Perez, Borough Administrator
Lori Paone, Zoning & Code Enforcement Officer
Carol Rathyen, Finance Department
R. Armen McOmer, Esq.
Wayne Wilcox, Lennar Homes
Eileen Wan, Taylor Management Company
Nina Bell, Greenbriar Falls HOA

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RESOLUTION AUTHORIZING THE AWARD OF A "NON-FAIR AND OPEN" CONTRACT FOR PROFESSIONAL SPECIAL/CONFLICTS COUNSEL FOR CONFLICT SERVICES CONTRACT PS #1-18

WHEREAS, the Borough of Tinton Falls has a need for professional Special/Conflicts Counsel for Conflict Services as a non-fair and open contract pursuant to the provisions of NJSA 19:44A-20.5; and

WHEREAS, such professional legal services can only be provided by licensed professionals in accordance with the Local Public Contracts Law, NJSA 40A:11-5(1)(a), and the firm of McOmber & McOmber, 54 Shrewsbury Avenue, Red Bank, NJ 07701 is so recognized; and

WHEREAS, this contract is to be awarded for an hourly rate of \$150.00 per hour for Conflict Matters as well as for Redevelopment of Fort Monmouth matters for an amount not to exceed \$17,500.00, plus miscellaneous reimbursables for professional Special/Conflicts Counsel services including Redevelopment of Fort Monmouth; and

WHEREAS, Local Public Contracts Law, NJSA 40A:11-1 et seq. requires that notice with respect to contracts for professional services awarded without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that the firm of McOmber & McOmber, 54 Shrewsbury Avenue, Red Bank, NJ 07701 is hereby retained to provide professional Special/Conflict Counsel Services and Redevelopment of Fort Monmouth Matters for a rate of \$150.00 per hour for an amount not to exceed \$17,500.00 plus miscellaneous reimbursables for a term expiring December 31, 2018;

I hereby certify funds availability contingent upon the necessary funds being appropriated by the governing body in the 2018 Municipal Budget as follows: Legal \$17,500.00

 THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION AUTHORIZING THE AWARD OF A "NON-FAIR AND OPEN" CONTRACT FOR
 PROFESSIONAL AUDITING SERVICES
 CONTRACT PS #2-18**

WHEREAS, the Borough of Tinton Falls has a need for professional Auditing Services as a non-fair and open contract pursuant to the provisions of NJSA 19:44A-20.5; and

WHEREAS, such professional legal services can only be provided by licensed professionals in accordance with the Local Public Contracts Law, NJSA 40A:11-5(1)(a), and the firm of Holman Frenia Allison, P.C., 912 Highway 33, suite 2, Freehold, NJ 07728 is so recognized; and

WHEREAS, this contract is to be awarded for an amount not to exceed \$45,275.00 which includes \$44,225.00 for the 2018 Audit of financial statements and \$1,050.00 for Review of the Statement of Net Assets Available for Length of Service Award Plan (LOSAP); and

WHEREAS, Local Public Contracts Law, NJSA 40A:11-1 et seq. requires that notice with respect to contracts for professional services awarded without competitive bids must be publicly advertised.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that the firm of Holman, Frenia & Allison, P.A., 912 Highway 33, Suite 2, Freehold, NJ 07728 is hereby retained as Borough Auditor as described above for an amount not to exceed \$45,275.00 for the 2018 Audit of the Borough of Tinton Falls' financial records and review of the Borough's Length of Service Award Program (LOSAP).

I hereby certify funds are available as follows: Division of Finance – Audit Services and Sewer Utility Budget: \$45,275.00

 THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION AUTHORIZING THE AWARD OF A "NON-FAIR AND OPEN" CONTRACT FOR
 PROFESSIONAL AFFORDABLE HOUSING PLANNING SERVICES
 CONTRACT PS #3-18**

WHEREAS, the Borough of Tinton Falls has a need for professional Affordable Housing Planning services as a non-fair and open contract pursuant to the provisions of NJSA 19:44A-20.5; and

WHEREAS, such professional legal services can only be provided by licensed professionals in accordance with the Local Public Contracts Law, NJSA 40A:11-5(1)(a), and the firm of CME, 1460 Route 9 South, Howell, NJ 07731 is so recognized; and

WHEREAS, this contract is to be awarded for an amount not to exceed \$20,000.00 for professional Affordable Housing Planning services; and

WHEREAS, Local Public Contracts Law, NJSA 40A:11-1 et seq. requires that notice with respect to contracts for professional services awarded without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that the firm of CME, 1460 Route 9 South, Howell, NJ 07731 is hereby retained to provide professional Affordable Housing Planning services for an amount not to exceed \$20,000.00 for a term expiring December 31, 2018.

I hereby certify funds are available from: Affordable Housing Trust Fund

 THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION - AUTHORIZING THE AWARD OF A "FAIR AND OPEN" CONTRACT FOR
 RFP #1-18 BOROUGH ENGINEER**

WHEREAS, the Borough of Tinton Falls has a need for a professional Borough Engineer for various matters that may arise during the contract year January 1, 2018 through December 31, 2018; and

WHEREAS, the Borough has, through the fair and open process, advertised on its website and in the Asbury Park Press on Wednesday, November 15, 2017, the solicitation for receipt of proposals from engineering firms for said services, and five (5) proposals were received and documented on Tuesday, November 28, 2017; and

WHEREAS, the Borough has reviewed the proposals received and it was determined the firm of T & M Associates, 11 Tindall Road, Middletown, NJ 07748-2792 satisfies the requisites contained in the Request for Proposals to be considered for professional Engineering services that the Borough may require during the contract year; and

WHEREAS, this contract is to be awarded for an hourly rate of \$153.00 per hour for an amount not to exceed \$155,000.00 plus miscellaneous reimbursables for engineering services; and

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls as follows:

1. The firm of T & M Associates, 11 Tindall Road, Middletown, NJ 07748-2792, is hereby retained to provide Borough engineering services at the hourly rate of \$153.00 for Borough Engineer, as well as other hourly rates listed in their proposal, for an amount not to exceed \$155,000.00 plus miscellaneous reimbursables for a term expiring December 31, 2018.
2. This contract is awarded through the "fair and open" process in accordance with NJSA 19:44A-20.5 et. seq. and in accordance with NJSA 40A:11-5(1)(a) because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this Resolution as well as the contract and the Determination of Value shall be placed on file with the Borough Clerk of the Borough of Tinton Falls.
4. The Borough Clerk is hereby directed to publish a public notice of this award as required by law.

I hereby certify funds availability as follows, contingent upon the necessary funds being appropriated by the governing body in the 2018 Municipal Budgets: General Engineering, General Storm water Management, Open Space Fund and Sewer Utility: \$155,000.00

 THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M	S	A	N	A	A	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
	O	E	Y	A	B	B	
	V	C	E	Y	S	S	
	E	O	S	S	E	T	
	N	N			N	A	
	D	D			T	I	
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION - AUTHORIZING THE AWARD OF A "FAIR AND OPEN" CONTRACT FOR
 RFP #2-18 LABOR COUNSEL SERVICES**

WHEREAS, the Borough of Tinton Falls has a need for professional Labor Counsel services for various matters that may arise during the contract year January 1, 2018 through December 31, 2018; and

WHEREAS, the Borough has, through the fair and open process, advertised on its website and in the Asbury Park Press on Wednesday, November 15, 2017, the solicitation for receipt of proposals from legal firms for said services, and eight (8) proposals were received and documented on Tuesday, November 28, 2017; and

WHEREAS, the Borough has reviewed all proposals received, and it was determined the firm of Cleary, Giacobbe, Alfieri & Jacobs, LLC, 5 Ravine Drive, P. O. Box 533, Matawan, NJ 07747 satisfies the requisites contained in the Request for Proposals to be considered for professional Labor Counsel services that the Borough may require during the contract year; and

WHEREAS, this contract is to be awarded for an hourly rate of \$145.00 per hour for an amount not to exceed \$40,000.00, plus miscellaneous reimbursables for professional Labor Counsel Services; and

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls as follows:

1. The firm of Cleary, Giacobbe, Alfieri & Jacobs, LLC, 5 Ravine Drive, P. O. Box 533, Matawan, NJ 07747 is hereby retained to provide professional Labor Counsel services at an hourly rate of \$145.00 per hour for an amount not to exceed \$40,000.00 plus miscellaneous reimbursables for a term expiring December 31, 2018.
2. This contract is awarded through the fair and open process as a Professional Service in accordance with NJSA 19:44A-20.5 et seq. and in accordance with NJSA 40A:11-5(1)(a) because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this Resolution as well as the contract shall be placed on file with the Clerk of the Borough of Tinton Falls.
4. The Borough Clerk is hereby directed to publish a public notice of this award as required by law.

I hereby certify funds availability contingent upon the necessary funds being appropriated by the governing body in the 2018 Municipal Budget: Legal: \$40,000.00

 THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION - AUTHORIZING THE AWARD OF A "FAIR AND OPEN" CONTRACT FOR
 RFP #3-18 BOND COUNSEL SERVICES**

WHEREAS, the Borough of Tinton Falls has a need for professional Bond Counsel services as may be required by the Borough during the contract year January 1, 2018 through December 31, 2018; and

WHEREAS, the Borough has, through the fair and open process, advertised on its website and in the Asbury Park Press on Wednesday, November 15, 2017, the solicitation for receipt of proposals from legal firms for said services and eight (8) proposals were received and documented on Tuesday, November 28, 2017; and

WHEREAS, the Borough has reviewed all proposals received and it was determined that Gibbons P.C., One Gateway Center, Newark, NJ 07102, satisfies the requisites contained in the request for proposals to be considered for professional Bond Counsel services that the Borough may require during the contract year; and

WHEREAS, this contract is to be awarded for the unit price or fixed fee amounts listed and hourly rates in the proposal with the certification of funds being provided by the Chief Financial Officer on each voucher for such services; and

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls as follows:

1. The firm of Gibbons P.C., One Gateway Center, Newark, NJ 07102 is hereby retained to provide professional bond counsel services for the unit price or fixed fee amounts and hourly rates listed in their proposal for a term expiring December 31, 2018.
2. This contract is awarded through the fair and open process as a Professional Service in accordance with NJSA 19:44A-20.5 et seq. and in accordance with NJSA 40A:11-5 (1) (a) because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this Resolution as well as the contract shall be placed on file with the Clerk of the Borough of Tinton Falls.
4. The Borough Clerk is hereby directed to publish a public notice of this award as required by law.

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION - AUTHORIZING THE AWARD OF A "FAIR AND OPEN" CONTRACT FOR
 RFP #4-18 AFFORDABLE HOUSING COUNSEL SERVICES**

WHEREAS, the Borough of Tinton Falls has a need for professional Affordable Housing Counsel services that may arise during the contract year January 1, 2018 through December 31, 2018; and

WHEREAS, the Borough has, through the fair and open process, advertised on its website and in the Asbury Park Press on Wednesday, November 15, 2017, the solicitation for receipt of proposals from legal firms for said services, and four (4) proposal was received and documented on Tuesday, November 28, 2017; and

WHEREAS, the Borough has reviewed all proposals received, and it was determined the firm of Gluck Walrath, LLP, 428 River View Plaza, Trenton, NJ 08611, satisfies the requisites contained in the Request for Proposals to be considered for professional Affordable Housing Counsel services that the Borough may require during the contract year; and

WHEREAS, this contract is to be awarded for an hourly rate of \$175.00 per hour for an amount not to exceed \$35,000.00, plus miscellaneous reimbursables for professional Affordable Housing Counsel services; and

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls as follows:

1. The firm of Gluck Walrath, LLC, 428 River View Plaza, Trenton, NJ 08611 is hereby retained to provide professional Affordable Housing Counsel services at an hourly rate of \$175.00 per hour for an amount not to exceed \$35,000.00 plus miscellaneous reimbursables for a term expiring December 31, 2018.
2. This contract is awarded through the fair and open process as a Professional Service in accordance with NJSA 19:44A-20.5 et seq. and in accordance with NJSA 40A:11-5 (1) (a) because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this Resolution as well as the contract shall be placed on file with the Clerk of the Borough of Tinton Falls.
4. The Borough Clerk is hereby directed to publish a public notice of this award as required by law.

I hereby certify funds availability contingent upon the necessary funds being appropriated by the governing body in the 2018 Municipal Budget as follows: Affordable Housing Trust \$30,000.00 Legal \$5,000.00

 THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION - AUTHORIZING THE AWARD OF A "FAIR AND OPEN" CONTRACT FOR
 RFP #5-18 SPECIAL/CONFLICTS COUNSEL SERVICES**

WHEREAS, the Borough of Tinton Falls has a need for professional Special/Conflicts Counsel services that may arise during the contract year January 1, 2018 through December 31, 2018; and

WHEREAS, the Borough has, through the fair and open process, advertised on its website and in the Asbury Park Press on Wednesday, November 15, 2017, the solicitation for receipt of proposals from legal firms for said services, and seven (7) proposals were received and documented on Tuesday, November 28, 2017; and

WHEREAS, the Borough has reviewed all proposals received, and it was determined the firm of James E. Berube, Jr., 494 Sycamore Avenue, Suite 203, Shrewsbury, NJ 07702 satisfies the requisites contained in the Request for Proposals to be considered for professional Special/Conflict Counsel services including Redevelopment of Fort Monmouth and any other matters that the Borough may require during the contract year; and

WHEREAS, this contract is to be awarded for an hourly rate of \$125.00 per hour for Conflict Matters as well as for Redevelopment of Fort Monmouth matters for an amount not to exceed \$17,500.00, plus miscellaneous reimbursables for professional Special/Conflicts Counsel services including Redevelopment of Fort Monmouth.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls as follows:

1. The firm of James E. Berube, Jr., 494 Sycamore Avenue, Suite 203, Shrewsbury, NJ 07702 is hereby retained to provide professional Special/Conflict Counsel Services and Redevelopment of Fort Monmouth Matters for a rate of \$125.00 per hour for an amount not to exceed \$17,500.00 plus miscellaneous reimbursables for a term expiring December 31, 2018.
2. This contract is awarded through the fair and open process as a Professional Service in accordance with NJSA 19:44A-20.5 et seq. and in accordance with NJSA 40A:11-5(1)(a) because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this Resolution as well as the contract shall be placed on file with the Clerk of the Borough of Tinton Falls.
4. The Borough Clerk is hereby directed to publish a public notice of this award as required by law.

I hereby certify funds availability contingent upon the necessary funds being appropriated by the governing body in the 2018 Municipal Budget as follows: Legal \$17,500.00

 THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

 GARY BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION AUTHORIZING THE AWARD OF A "FAIR AND OPEN" CONTRACT FOR
 RFP #6-18 BOROUGH APPRAISER**

WHEREAS, the Borough of Tinton Falls has a need for a professional Borough Appraiser for various matters that may arise during the contract year January 1, 2018 through December 31, 2018; and

WHEREAS, the Borough has, through the "fair and open" process, advertised on its website and in the Asbury Park Press on Wednesday, November 15, 2017, the solicitation for receipt of proposals from appraisal firms for said services and two (2) proposal were received and documented on Tuesday, November 28, 2017; and

WHEREAS, the Borough has reviewed the proposal received, and it was determined the firm of Gagliano & Company, 1129 Broad Street, Suite 104, Shrewsbury, NJ 07702 satisfies the requisites contained in the Request for Proposals to be considered as the Borough Appraiser during the contract year January 1, 2018 through December 31, 2018; and

WHEREAS, this contract is to be awarded for an hourly rate of \$175.00 per hour for an amount not to exceed \$17,000.00 for Appraisal Services, plus miscellaneous reimbursables.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls as follows:

1. The firm of Gagliano & Company, 1129 Broad Street, Shrewsbury, NJ 07702 is hereby retained as the Borough Appraiser for an hourly rate of \$175.00 per hour for an amount not to exceed \$17,000.00 plus miscellaneous reimbursables as listed in the proposal for a term expiring December 31, 2018.
2. This contract is awarded through the fair and open process as a Professional Service in accordance with NJSA 19:44A-20.5 et seq. and in accordance with NJSA 40A:11-5 (1) (a) because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this Resolution as well as the contract shall be placed on file with the Clerk of the Borough of Tinton Falls.
4. The Borough Clerk is hereby directed to publish a public notice of this award as required by law.

I hereby certify funds availability contingent upon the necessary funds being appropriated by the governing body in the 2018 Municipal Budget: Tax Assessor \$17,000.00

 THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION - AUTHORIZING THE AWARD OF A "FAIR AND OPEN" CONTRACT FOR
 RFP #7-18 BOROUGH PLANNER**

WHEREAS, the Borough of Tinton Falls has a need for professional Planning Services during the contract year January 1, 2018 through December 31, 2018; and

WHEREAS, the Borough has, through a fair and open process, advertised on its website and in the Asbury Park Press on Wednesday, November 15, 2017, the solicitation for receipt of proposals from legal firms for said services, and four (4) proposals were received and documented on Tuesday, November 28, 2017; and

WHEREAS, the Borough has reviewed the proposals received, and it was determined the firm of Leon S. Avakian, Inc., 788 Wayside Road, Neptune, NJ 07753, satisfies the requisites contained in the Request for Proposals to be considered for professional Planning services that the Borough may require during the contract year; and

WHEREAS, it is recommended this contract is to be awarded for an hourly rate of \$155.00 per hour for an amount not to exceed \$55,000.00 for planning services, plus miscellaneous reimbursables from January 1, 2018 through December 31, 2018.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls as follows:

1. The firm of Leon S. Avakian, Inc., 788 Wayside Road, Neptune, NJ 07753, is hereby retained to provide professional Planning services for the Borough at an hourly rate of \$155.00 per hour for an amount not to exceed \$55,000.00 plus miscellaneous reimbursables for a term expiring December 31, 2018.
2. This contract is awarded through a fair and open process as a Professional Service in accordance with NJSA 19:44A-20.5 et seq. and in accordance with NJSA 40A:11-5 (1) (a) because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this Resolution as well as the contract shall be placed on file with the Clerk of the Borough of Tinton Falls.
4. The Borough Clerk is hereby directed to publish a public notice of this award as required by law.

I hereby certify funds are available as follows contingent upon the necessary funds being appropriated by the governing body in the 2018 Municipal Budget as follows: COAH: \$30,000.00 Housing: \$25,000.00

 THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y S S	N A Y S S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION - AUTHORIZING THE AWARD OF A "FAIR AND OPEN" CONTRACT FOR
RFP #12-18 PROFESSIONAL SERVICING & MAINTENANCE OF SEWER SYSTEM**

WHEREAS, the Borough of Tinton Falls has a need for Professional Servicing and Maintenance of 14 pump stations and standby generators as well as lab sampling and flow meter reading; and

WHEREAS, the Borough has, through the fair and open process, advertised on the website and in the Asbury Park Press Wednesday, November 15, 2017, the solicitation for receipt of proposals from firms for said services and one (1) proposal was received and documented on Tuesday, November 28, 2017; and

WHEREAS, the Borough has reviewed the proposals received, and it was determined that Hughes Environmental Services, Inc., P.O. Box 327, Forked River, NJ 08731 satisfies the requisites contained in the Request for Proposals to be considered for the Servicing and Maintenance of the pump stations; and

WHEREAS, this contract is to be awarded for an amount not to exceed as follows:

- \$9,350.00 per month or \$112,200.00 for 12 months for servicing 14 pump stations;
- \$ 600.00 per month or \$7,200.00 for 12 months for flow meter readings;
- \$ 550.00 per quarter or \$2,200.00 for 4 months for laboratory analysis of Jumping Brook Pump Station for a total contract not to exceed \$121,600.00 from January 1, 2018 through December 31, 2018, plus \$250.00 flat rate for each emergency service call, and \$600.00 for each additional pump station added throughout the year as described in proposal; and

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls as follows:

1. Hughes Environmental Services, Inc., P. O. Box 327, Forked River, NJ 08731 is hereby retained to provide Professional Servicing & Maintenance of the Sewer System for an amount not to exceed \$121,600.00, plus \$250.00 flat rate for emergency callouts described in the proposal and \$600.00 for each additional pump station added through the contract year January 1, 2018 through December 31, 2018.
2. This contract is awarded through the fair and open process as a Professional Service in accordance with NJSA 19:44A-20.5 et seq. and in accordance with NJSA 40A:11-5 (1) (a) because it is for services performed by persons authorized by law to practice a recognized profession requiring licensure.
3. A copy of this Resolution as well as the contract shall be placed on file with the Borough Clerk of the Borough of Tinton Falls.
4. The Borough Clerk is hereby directed to publish a public notice of this award as required by law.

I hereby certify funds are available contingent upon the necessary funds being appropriated by the governing body in the 2018 Municipal Budget: Sewer Utility \$121,600.00

THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

MAUREEN L. MUTTIE, BOROUGH CLERK

	M	S	A	N	A	A	<p>I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018.</p> <p>_____ Maureen L. Muttie, Borough Clerk</p>
	O	E	Y	A	B	B	
	V	C	E	S	S	S	
	E	O	S	S	E	T	
	D	N			N	A	
		D			T	I	
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

**RESOLUTION AUTHORIZING TEMPORARY WAIVER OF
 LATE FEES FOR DOG LICENSE RENEWALS IN 2018**

WHEREAS, section 8-1.5j of the General Revised Ordinances of the Borough of Tinton Falls requires that a \$5 late fee be assessed by the owner of any dog who fails to renew its license on or before January 31st of each year; and

WHEREAS, due to changes being made with the Borough's dog license database, the mailing of renewal notices were delayed for 2018; and

WHEREAS, the Borough Council believes that late fees should not be assessed due to this delay, and therefore, wishes to temporarily waive all late fees for renewals received through the close of business on Tuesday, February 20, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that it hereby authorizes and directs the temporary waiver of late fees assessed pursuant to section 8-1.5j of the General Revised Ordinances of the Borough for all dog license renewals received through the close of business on Tuesday, February 20, 2018.

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

RESOLUTION - REFUNDING RECREATION FEES

WHEREAS, during the month of November 2017 fees were paid by a resident of Tinton Falls for their child's participation in our Basketball Program; and

WHEREAS, said money was deposited by the Borough of Tinton Falls during the month of November 2017; and

WHEREAS, during the month of January 2018, the Recreation Superintendent was informed by the resident Dorothy and James Anderson that their son, James, due to scheduling conflicts will not be participating in the basketball program this season and a refund in the amount of \$77.00 shall be issued. The \$10.00 processing fee has been applied.

NOW THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that refund in the amount of \$77.00 be issued Dorothy and James Anderson.

GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y S	N A Y S	A B S E N T	A B S E N T	<p>I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018.</p> <p>_____ Maureen L. Muttie, Borough Clerk</p>
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

RESOLUTION - REFUNDING TAX OVERPAYMENT

WHEREAS, an overpayment of 2018 taxes on the following property has been paid in error by the Title Company.

<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Amount</u>
Lauren C. Stefanakis 15 Spring Meadow Drive Tinton Falls, NJ 07724	75	85	\$850.00

and,

WHEREAS, said error has resulted in an overpayment of 2018 taxes paid in the amount of \$850.00, as certified by the Borough Tax Collector.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that a refund in the amount of \$850.00 is hereby approved for the aforementioned property.

I, Carol Hussey, Tax Collector of the Borough of Tinton Falls, hereby certify the amount of overpayment to be \$850.00.

 CAROL HUSSEY, TAX COLLECTOR

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

RESOLUTION – APPROVAL OF BILLS – JANUARY 16, 2018

WHEREAS, the Borough of Tinton Falls received certain claims against it by way of vouchers received during the period ending January 16, 2018; and

WHEREAS, the Borough Council has reviewed said claims.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls, County of Monmouth, that the following claims be certified by the Chief Financial Officer for approval and payment.

SUMMARY

GENERAL	\$ 102,947.24
SEWER UTILITY	12,830.77
CAPITAL	1,061.44
GRANT FUND	1,809.30
TRUST FUNDS	9,751.27
DOG TRUST	3.60
ESCROW	16,673.49
	<hr/>
	145,077.11

CERTIFICATION OF FUNDS:

THOMAS P. FALLON, CHIEF FINANCIAL OFFICER

GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y S	N A Y S	A B S E N T	A B S T A I N	
MS. FAMA							I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. <hr/> Maureen L. Muttie, Borough Clerk
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							

Batch Id: CR Batch Type: C Batch Date: 01/16/18 Checking Account: 001 CLEARING G/L Credit: Budget G/L Credit
Generate Direct Deposit: N

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
17-03192	01/16/18 12/19/17	ACTI0001 ACTION HEATING & AIR CONDITION 1 NEW CONSTRUCTION	4,350.00	1038 STATE ROUTE 33 7-01-25-240-000-169 Police: Patrol Equipment	Budget	Aprv	123	1
			<u>4,350.00</u>					
17-03223	01/16/18 12/21/17	ADP00001 ADP, LLC 1 ADP FEES 2017	741.17	P.O. BOX 842875 7-05-55-502-000-294 Sewer: Other	Budget	Aprv	133	1
17-03223	12/21/17	2 ADP FEES 2017	932.64	7-05-55-502-000-294 Sewer: Other	Budget	Aprv	134	1
17-03223	12/21/17	3 ADP FEES 2017	734.49	7-05-55-502-000-294 Sewer: Other	Budget	Aprv	135	1
			<u>2,408.30</u>					
17-03042	01/16/18 12/06/17	ALLIE001 ALLIED OIL, LLC 1 UNLEADED DECEMBER 11 2017	8,703.74	PO BOX 392 7-01-31-460-000-192 Gasoline: Fuel	Budget	Aprv	87	1
17-03042	12/20/17	2 LUST TAX	4.87	7-01-31-460-000-192 Gasoline: Fuel	Budget	Aprv	88	1
17-03046	12/06/17	1 DIESEL DEC 16, 2017	12,408.77	7-01-31-460-000-192 Gasoline: Fuel	Budget	Aprv	89	1
17-03046	12/22/17	2 LUST TAX	6.01	7-01-31-460-000-192 Gasoline: Fuel	Budget	Aprv	90	1
			<u>21,123.39</u>					
17-02968	01/16/18 11/29/17	AMAZ0001 AMAZON.COM 2 HOT CUPS & LID-TREE LIGHTING	91.20	P.O. BOX 530958 7-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	56	1
17-02968	11/29/17	3 PLASTIC TABLE COVER	23.99	7-01-28-370-000-244 Recreation: Special Events	Budget	Aprv	57	1
17-02968	11/29/17	4 LEXMARK 801 HC CYAN	100.00	7-01-28-370-000-101 Recreation: Office Supplies	Budget	Aprv	58	1
17-02968	11/29/17	5 LEXMARK 801 HC YELLOW	170.00	7-01-28-370-000-101 Recreation: Office Supplies	Budget	Aprv	59	1
17-02968	11/29/17	6 LEXMARK 801 HC MAGENTA	169.98	7-01-28-370-000-101 Recreation: Office Supplies	Budget	Aprv	60	1
17-02968	11/29/17	7 LEXMARK 801 HK TONER	258.00	7-01-28-370-000-101 Recreation: Office Supplies	Budget	Aprv	61	1
17-02968	11/29/17	8 DESKTOP TENT CALENDAR	11.49	7-01-28-370-000-101 Recreation: Office Supplies	Budget	Aprv	62	1
17-02968	11/29/17	9 BLACK MECHICAL PENCIL PENTAL.9	8.14	7-01-28-370-000-101 Recreation: Office Supplies	Budget	Aprv	63	1
17-02968	11/29/17	10 BLACK MECHICAL PENCIL PENTAL.7	8.54	7-01-28-370-000-101 Recreation: Office Supplies	Budget	Aprv	64	1
17-02968	12/18/17	11 SHIPPING	11.58	7-01-28-370-000-101 Recreation: Office Supplies	Budget	Aprv	65	1
17-02977	11/30/17	1 SCOREBOOKS	369.75	7-01-28-370-000-243 Recreation: Winter Programs	Budget	Aprv	68	1
17-02977	11/30/17	2 WHITE CHAMPION SCRINWAGE VEST	66.60	7-01-28-370-000-243	Budget	Aprv	69	1

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
17-02977	11/30/17	3 ORANGE CHAMPION SCRIMMAGE VEST	67.98	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	70	1
17-02977	11/30/17	4 MAROON CHAMPION SCRIMMAGE VEST	70.96	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	71	1
17-02977	11/30/17	5 NAVY CHAMPION SCRIMMAGE VEST	87.00	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	72	1
17-02977	11/30/17	6 ROYAL CHAMPION SCRIMMAGE VEST	66.46	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	73	1
17-02977	11/30/17	7 BLACK CHAMPION SCRIMMAGE VEST	60.94	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	74	1
17-02977	11/30/17	8 PURPLE CHAMPION SCRIMMAGE VEST	57.22	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	75	1
17-02977	11/30/17	9 SR PENNIES RED MEDIUM	27.99	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	76	1
17-02977	11/30/17	10 SR PENNIES PURPLE MEDIUM	27.99	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	77	1
17-02977	11/30/17	11 SR PENNIES GREEN MEDIUM	27.99	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	78	1
17-02977	11/30/17	12 SR PENNIES ARTIC BLUE MEDIUM	27.99	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	79	1
17-02977	12/18/17	13 SHIPPING	19.47	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	80	1
17-03050	12/06/17	1 Office Supplies	45.99	Recreation: Winter Programs 7-01-20-120-000-101	Budget	Aprv	91	1
17-03059	12/06/17	1 FIRST AID KIT BAGS FOR TEAMS	174.75	Clerk: Office Supplies 7-01-28-370-000-243	Budget	Aprv	92	1
17-03059	12/06/17	2 SAMSON SPEAKER STANDS	49.00	Recreation: Winter Programs 7-01-28-370-000-244	Budget	Aprv	93	1
17-03059	12/06/17	3 EXTENSION CORD MULTI	28.44	Recreation: Special Events 7-01-28-370-000-244	Budget	Aprv	94	1
17-03059	12/06/17	4 EXTENSION CORD	16.99	Recreation: Special Events 7-01-28-370-000-243	Budget	Aprv	95	1
17-03059	12/18/17	5 SHIPPING	3.37	Recreation: Winter Programs 7-01-28-370-000-243	Budget	Aprv	96	1
			2,149.80	Recreation: Winter Programs				
17-00068	01/12/17	27 PYMT. #22 - INV. #2567344	24.75	ATTN: LEGALS 7-01-21-180-000-120	Budget	Aprv	5	1
			24.75	Planning: Advertising				
17-03173	12/15/17	1 CAR #3630	100.00	707 HIGHWAY 35 T-03-56-857-000-010	Budget	Aprv	119	1
17-03173	12/15/17	2 CAR #3631	100.00	Gen Trust: Forfeiture/Impound Funds T-03-56-857-000-010	Budget	Aprv	120	1
17-03173	12/15/17	3 CAR #3619	100.00	Gen Trust: Forfeiture/Impound Funds T-03-56-857-000-010	Budget	Aprv	121	1
			300.00	Gen Trust: Forfeiture/Impound Funds				
	01/16/18	ATT00001 A T & T		P.O. BOX 105068				

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account	Account Type	Status	Seq	Acct Description
17-02466	10/03/17	1 PAYMENT #12 - DECEMBER, 2017	126.18	7-05-55-502-000-213 Sewer: Telephone	Budget	Aprv	24	1
			<u>126.18</u>					
	01/16/18	ATTM001 ATT MOBILITY		P.O. BOX 6463				
17-02471	10/03/17	1 PAYMENT #12 - DECEMBER, 2017	0.00	7-01-31-450-000-213 Telecommunications: Telephone	Budget	Aprv	25	1
17-02471	10/03/17	2 BOROUGH PHONES (16)	602.00	7-01-31-450-000-213 Telecommunications: Telephone	Budget	Aprv	26	1
17-02471	10/03/17	3 POLICE PHONES (47)	1,961.67	7-01-31-450-000-214 Telecommunications: Telephone - Police	Budget	Aprv	27	1
17-02471	10/03/17	4 POLICE MODEMS (24 CARS)	990.36	7-01-31-450-000-214 Telecommunications: Telephone - Police	Budget	Aprv	28	1
17-02471	10/03/17	5 FIRE MARSHALL MODEM (1 CAR)	41.24	7-01-25-265-000-213 Fire: Telephone	Budget	Aprv	29	1
17-02474	10/03/17	1 PAYMENT #11 - NOVEMBER, 2017	0.00	7-01-31-450-000-213 Telecommunications: Telephone	Budget	Aprv	30	1
17-02474	10/03/17	2 IPHONES (5)	239.88	7-01-31-450-000-213 Telecommunications: Telephone	Budget	Aprv	31	1
17-02474	10/03/17	3 IPADS (18)	629.38	7-01-31-450-000-213 Telecommunications: Telephone	Budget	Aprv	32	1
			<u>4,464.53</u>					
	01/16/18	BOROU003 BOROUGH OF TINTON FALLS						
18-00027	01/10/18	1 TRANSFER TTL/CURR. 5 TAX SALES	35.00	T-03-56-851-000-001 TTL Trust: TTL Redemptions	Budget	Aprv	198	1
			<u>35.00</u>					
	01/16/18	BOROU009 BOROUGH OF TINTON FALLS		MUNICIPAL COURT				
18-00008	01/09/18	1 REIMBURSE COURT CREDIT CARD	411.02	8-01-43-490-000-294 Court: Other	Budget	Aprv	173	1
			<u>411.02</u>					
	01/16/18	BUL001 BULLET LOCKSMITH		181 BROADWAY				
17-02984	12/01/17	1 YALE AU5307LNX626 LOCKSET	182.75	7-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	81	1
17-02984	12/12/17	2 1802X626 CYLINDER	51.00	7-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	82	1
17-02984	12/12/17	3 RE KEY MASTER	8.50	7-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	83	1
17-02984	12/12/17	4 KEYS	5.80	7-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	84	1
17-02984	12/12/17	5 CHICAGO EXP-19DC LOCKSET	17.35	7-01-26-310-000-117 Bldg/Grds: Building Materials & Supplies	Budget	Aprv	85	1
			<u>265.40</u>					
	01/16/18	CENTR001 CENTRAL TOWING & RECOVERY INC		P.O. BOX 7994				
17-00073	11/20/17	36 INVOICE #144638	130.00	7-01-25-240-000-167 Police: Towing - Impound Yard	Budget	Aprv	10	1
			<u>130.00</u>					
	01/16/18	COMCA003 COMCAST		P.O. BOX 37601				

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
17-03263	12/29/17	1 PAYMENT #12 - DECEMBER, 2017	2,805.70	7-01-31-440-000-213 Telephone: Telephone	Budget	Aprv	172	1
			<u>2,805.70</u>					
	01/16/18	DANNU001 DOREEN D'ANNUNZIO						
17-03164	12/13/17	1 Clock w/Engraving	66.63	7-01-20-115-000-294 Council: Other	Budget	Aprv	116	1
17-03164	12/13/17	2 Clock w/Engraving	86.19	7-01-20-115-000-294 Council: Other	Budget	Aprv	117	1
17-03165	12/13/17	1 Mileage Reimbursement	12.42	7-01-20-120-000-130 Clerk: Travel Allowance	Budget	Aprv	118	1
17-03186	12/18/17	1 Rose of Shannon Florist	76.90	7-01-20-115-000-294 Council: Other	Budget	Aprv	122	1
			<u>242.14</u>					
	01/16/18	DELAN002 DELAWARE VALLEY CONTAINER		217 N. WARWICK ROAD				
17-02655	10/20/17	1 REPAIR REPLACE AND PAINT	2,000.00	7-01-26-305-000-294 Sanitation: Other	Budget	Aprv	33	1
17-02655	10/20/17	2 REPAIR REPLACE AND PAINT	1,500.00	7-01-26-305-000-294 Sanitation: Other	Budget	Aprv	34	1
			<u>3,500.00</u>					
	01/16/18	EASTC001 EAST COAST EMERGENCY LIGHTING		200 MECO DRIVE				
17-02667	10/24/17	1 #05-DELL-406-3	3,333.36	7-01-25-240-000-296 Police:equipment	Budget	Aprv	35	1
17-02667	10/24/17	2 SHIPPING	12.95	7-01-25-240-000-296 Police:equipment	Budget	Aprv	36	1
			<u>3,346.31</u>					
	01/16/18	EVOQA01 EVOQUA WATER TECHNOLOGIES LLC		28563 NETWORK PLACE				
17-03129	12/11/17	1 BIOXIDE FOR PUMP STATIONS	957.00	7-05-55-S02-000-118 Sewer: Chemicals	Budget	Aprv	106	1
			<u>957.00</u>					
	01/16/18	FARMR001 FARM-RITE, INC.		122 OLD COHANSEY ROAD				
17-03097	12/08/17	1 LABELS AND DECALS JCB	318.59	7-01-26-300-000-201 Ctrl Maint: Motor Vehicle - Streets	Budget	Aprv	102	1
			<u>318.59</u>					
	01/16/18	FINGE001 FINGERS RADIATOR		2006 ROUTE 1 NORTH				
17-03156	12/13/17	1 S-16 REPAIR BURNT OUT DPF	395.00	7-01-26-300-000-154 Ctrl Maint: Equipment Maintenance	Budget	Aprv	114	1
			<u>395.00</u>					
	01/16/18	FPC00001 FREEHOLD PEST CONTROL INC		919 HIGHWAY 33				
17-03014	12/06/17	1 PEST CONTROL BORO HALL	150.00	7-01-26-310-000-178 Bldg/Grds: Building Maintenance	Budget	Aprv	86	1
			<u>150.00</u>					
	01/16/18	HAPPY001 HAPPY TAILS KENNEL		NANCY KARN, PROPRIETOR				
17-02810	11/06/17	1 BOARDING FOR MACHETE	217.00	7-01-25-240-000-210 Police: K-9 Unit	Budget	Aprv	47	1

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account	Account Type	Status	Seq	Acct
17-03134	12/11/17	1 BOARDING FOR MACHETE	55.00	7-01-25-240-000-210 Police: K-9 Unit	Budget	Aprv	110	1
			<u>272.00</u>					
17-02897	11/17/17	01/16/18 HONCO001 THE HON COMPANY 1 HON-10700 SERIES	968.04	200 OAK STREET, ATTN: GSA ORDR 7-01-20-120-000-295	Budget	Aprv	50	1
17-02897	11/17/17	2 HON-10700 SERIES	220.03	Clerk: Office Equipment/Furniture 7-01-20-120-000-295	Budget	Aprv	51	1
17-02897	11/17/17	3 HON10700 SERIES	792.29	Clerk: Office Equipment/Furniture 7-01-20-120-000-295	Budget	Aprv	52	1
17-02897	11/17/17	4 INSTALL	75.00	7-01-20-120-000-295	Budget	Aprv	53	1
			<u>2,055.36</u>	Clerk: Office Equipment/Furniture				
17-00075	11/20/17	01/16/18 HUNGR001 HUNGRY PUPPY 20 INVOICE #592877-1	18.98	1288 HIGHWAY 33 7-01-25-240-000-210	Budget	Aprv	11	1
17-00075	11/20/17	21 INVOICE #591506-1	73.96	Police: K-9 Unit 7-01-25-240-000-210	Budget	Aprv	12	1
			<u>92.94</u>	Police: K-9 Unit				
17-02973	11/30/17	01/16/18 HUTCH002 HUTCHINS HVAC, INC 1 SERVICE CALL OUT BORO HALL	440.00	12 ROTHBARD ROAD 7-01-26-310-000-154	Budget	Aprv	66	1
17-02973	12/08/17	2 SERVICE CALL OUT BORO HALL	415.00	Bldg/Grds: Equipment Maintenance 7-01-26-310-000-154	Budget	Aprv	67	1
			<u>855.00</u>	Bldg/Grds: Equipment Maintenance				
17-03260	12/29/17	01/16/18 JCPL0003 JCP&L 1 PAYMENT #12 - DECEMBER, 2017	0.00	STREET LIGHTS 7-01-31-435-000-217	Budget	Aprv	145	1
17-03260	12/29/17	2 ACCT. #100-012-464-382	1,710.50	Street Lighting: Street Lighting 7-01-31-435-000-217	Budget	Aprv	146	1
17-03260	12/29/17	3 ACCT. #100-012-464-440	952.30	Street Lighting: Street Lighting 7-01-31-435-000-217	Budget	Aprv	147	1
17-03260	12/29/17	4 ACCT. #100-012-464-499	5,503.12	Street Lighting: Street Lighting 7-01-31-435-000-217	Budget	Aprv	148	1
17-03260	12/29/17	5 ACCT. #100-012-464-499	200.00	Street Lighting: Street Lighting 7-01-31-435-000-217	Budget	Aprv	149	1
			<u>8,365.92</u>	Street Lighting: Street Lighting				
17-03258	12/29/17	01/16/18 JCPL0004 JCP&L 1 PAYMENT #11 - NOVEMBER, 2017	353.98	PUMPING STATIONS 7-05-55-502-000-214	Budget	Aprv	143	1
17-03259	12/29/17	1 PAYMENT #12 - DECEMBER, 2017	2,711.97	Sewer: Gas & Electric 7-05-55-502-000-214	Budget	Aprv	144	1
17-03261	12/29/17	1 PAYMENT #11 - NOVEMBER, 2017	306.79	Sewer: Gas & Electric 7-05-55-502-000-214	Budget	Aprv	150	1
			<u>3,372.74</u>	Sewer: Gas & Electric				
		01/16/18 LANIG001 LANIGAN ASSOCIATES		UNIFORM HEADQUARTERS				

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account	Account Type	Status	Seq	Acct
17-03087	12/07/17	1 ARMOR EXPRESS SERAPH GEN	904.65	G-02-41-811-000-001	Budget	Aprv	99	1
				Grant: Body Armor Fund/Equipment				
17-03087	12/07/17	2 ARMOR EXPRESS SERAPH GEN 2	904.65	G-02-41-811-000-001	Budget	Aprv	100	1
				Grant: Body Armor Fund/Equipment				
			<u>1,809.30</u>					
	01/16/18	LASHE001 STUART LASHER		P.O. BOX 83				
18-00021	01/10/18	1 REDEMPTION TAX SALE#3050	930.98	T-03-56-851-000-001	Budget	Aprv	191	1
				TTL Trust: TTL Redemptions				
18-00021	01/10/18	2 PREMIUM	300.00	T-03-56-850-000-007	Budget	Aprv	192	1
				Gen Trust: Tax Sale Premiums				
			<u>1,230.98</u>					
	01/16/18	LMAUT001 L & M AUTO CENTER		2 SWIMMING RIVER ROAD				
17-00077	12/11/17	33 INVOICE #29462	130.00	7-01-25-240-000-167	Budget	Aprv	13	1
				Police: Towing - Impound Yard				
17-00077	12/13/17	34 INVOICE #30644	130.00	7-01-25-240-000-167	Budget	Aprv	14	1
				Police: Towing - Impound Yard				
			<u>260.00</u>					
	01/16/18	MCAA0005 MCAA OF NEW JERSEY		C/O TRACEY HORAN, CMCA				
17-03066	12/07/17	1 STACY KITSON-MEMBER	30.00	7-01-20-100-000-127	Budget	Aprv	97	1
				Admin: Dues				
17-03066	12/07/17	2 CHRISTINA GARCIA-NON MEMBER	34.00	7-01-20-100-000-127	Budget	Aprv	98	1
				Admin: Dues				
			<u>64.00</u>					
	01/16/18	MONM0035 MONMOUTH COUNTY PUBLIC WORKS		250 CENTER ST				
17-03099	12/08/17	1 BRINE 12/11/17	1,950.00	7-01-26-290-000-187	Budget	Aprv	103	1
				Streets: Salt & Sand				
17-03099	12/08/17	2 LOADING FEE	75.00	7-01-26-290-000-187	Budget	Aprv	104	1
				Streets: Salt & Sand				
17-03099	12/08/17	3 ADM FEE	12.50	7-01-26-290-000-187	Budget	Aprv	105	1
				Streets: Salt & Sand				
17-03130	12/11/17	1 BRINE 12/6/17	975.00	7-01-26-290-000-187	Budget	Aprv	107	1
				Streets: Salt & Sand				
17-03130	12/11/17	2 LOADING FEE	30.00	7-01-26-290-000-187	Budget	Aprv	108	1
				Streets: Salt & Sand				
17-03130	12/11/17	3 ADMINISTRATION FEE	12.50	7-01-26-290-000-187	Budget	Aprv	109	1
				Streets: Salt & Sand				
17-03154	12/13/17	1 BRINE 12/19/17	1,852.50	7-01-26-290-000-187	Budget	Aprv	111	1
				Streets: Salt & Sand				
17-03154	12/13/17	2 LOADING FEE	90.00	7-01-26-290-000-187	Budget	Aprv	112	1
				Streets: Salt & Sand				
17-03154	12/13/17	3 ADMINISTRATION FEE	12.50	7-01-26-290-000-187	Budget	Aprv	113	1
				Streets: Salt & Sand				
			<u>5,010.00</u>					
	01/16/18	MORTO001 MORTON SALT, INC		DEPT CH 19973				
17-02896	11/15/17	1 TREATED SALT DELIVERED 12/1/17	14,593.15	7-01-26-290-000-187	Budget	Aprv	48	1
				Streets: Salt & Sand				
17-02896	12/07/17	2 TREATED SALT DELIVERED 12/6/17	12,549.44	7-01-26-290-000-187	Budget	Aprv	49	1

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
			27,142.59	Streets: Salt & Sand				
17-00069	01/12/17	01/16/18 NEWCO001 NEW COASTER, THE 41 PYMT. #37 - INV. #50119	21.08	1011 MAIN STREET 7-01-21-185-000-120	Budget	Aprv	6	1
17-00069	10/27/17	42 PYMT. #38 - INV. #50198	45.88	Zoning: Advertising 7-01-20-120-000-120	Budget	Aprv	7	1
			66.96	Clerk: Advertising				
17-03262	12/29/17	01/16/18 NJAME002 NJ AMERICAN WATER (monthly) 1 PAYMENT #11 - NOVEMBER, 2017	0.00	P.O. BOX 371331 7-01-31-445-000-219	Budget	Aprv	151	1
17-03262	12/29/17	2 1018-210025930716	42.13	Water: Water 7-05-55-502-000-219	Budget	Aprv	152	1
17-03262	12/29/17	3 1018-210027552327	23.50	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	153	1
17-03262	12/29/17	4 1018-210026064155	30.16	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	154	1
17-03262	12/29/17	5 1018-210028695173	48.78	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	155	1
17-03262	12/29/17	6 1018-210027142072	54.66	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	156	1
17-03262	12/29/17	7 1018-210026285457	16.85	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	157	1
17-03262	12/29/17	8 1018-210026862052	30.16	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	158	1
17-03262	12/29/17	9 1018-210024404511	16.85	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	159	1
17-03262	12/29/17	10 1018-210024458808	48.78	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	160	1
17-03262	12/29/17	11 1018-210024887406	16.85	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	161	1
17-03262	12/29/17	12 1018-210026329449	16.85	Sewer: Water 7-05-55-502-000-219	Budget	Aprv	162	1
17-03262	12/29/17	13 1018-210025930877	16.85	Sewer: Water 7-01-31-445-000-219	Budget	Aprv	163	1
17-03262	12/29/17	14 1018-210026245800	16.85	Water: Water 7-01-31-445-000-219	Budget	Aprv	164	1
17-03262	12/29/17	15 1018-210026283246	134.81	Water: Water 7-01-31-445-000-219	Budget	Aprv	165	1
17-03262	12/29/17	16 1018-210025366766	165.59	Water: Water 7-01-31-445-000-219	Budget	Aprv	166	1
17-03262	12/29/17	17 1018-210022773587	148.12	Water: Water 7-01-31-445-000-219	Budget	Aprv	167	1
17-03262	12/29/17	18 1018-210026489860	42.13	Water: Water 7-01-31-445-000-219	Budget	Aprv	168	1
17-03262	12/29/17	19 1018-220009982163	214.66	Water: Water 7-01-31-445-000-219	Budget	Aprv	169	1
17-03262	12/29/17	20 1018-220009982149	208.00	Water: Water 7-01-31-445-000-219	Budget	Aprv	170	1
17-03262	12/29/17	21 1018-220009982170	179.46	Water: Water 7-01-31-445-000-219	Budget	Aprv	171	1

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
			1,472.04	Water: Water				
17-03252	12/29/17	01/16/18 NJNAT002 NJ NATURAL GAS (monthly) 1 PAYMENT #12 - DECEMBER, 2017	1,784.23	P.O. BOX 11743 7-01-31-446-000-218	Budget	Aprv	139	1
17-03253	12/29/17	1 PAYMENT #12 - DECEMBER, 2017	2,143.85	Gas: Natural Gas 7-01-31-446-000-218	Budget	Aprv	140	1
17-03256	12/29/17	1 PAYMENT #11 - NOVEMBER, 2017	63.23	Gas: Natural Gas 7-01-31-446-000-218	Budget	Aprv	141	1
17-03257	12/29/17	1 PAYMENT #12 - DECEMBER, 2017	26.95	Gas: Natural Gas 7-05-55-502-000-214	Budget	Aprv	142	1
			4,018.26	Sewer: Gas & Electric				
18-00014	01/09/18	01/16/18 NJSTA003 NJ STATE DEPT HEALTH/SNR SRVC 1 ANIMAL CONTROL-DECEMBER, 2017	3.00	INFECTIOUS/ZOO NOTIC DISEASE PR T-12-99-999-000-002	Budget	Aprv	175	1
18-00014	01/09/18	2 ANIMAL CONTROL-DECEMBER, 2017	0.60	Due State of NJ/Dog Licenses T-12-99-999-000-002	Budget	Aprv	176	1
18-00014	01/09/18	3 ANIMAL CONTROL-DECEMBER, 2017	0.00	Due State of NJ/Dog Licenses T-12-99-999-000-002	Budget	Aprv	177	1
			3.60	Due State of NJ/Dog Licenses				
18-00022	01/10/18	01/16/18 OFFIC002 OFFICE OF THE COUNTY CLERK 1 REDEMPTION MONEY TSC #3139	8.00	P.O. BOX 1251 T-03-56-851-000-001	Budget	Aprv	193	1
			8.00	TTL Trust: TTL Redemptions				
18-00023	01/10/18	01/16/18 OFFIC004 OFFICE OF THE COUNTY CLERK 1 REDEMPTION MONEY ON TSC #3129	8.00	P.O. BOX 1251 T-03-56-851-000-001	Budget	Aprv	194	1
			8.00	TTL Trust: TTL Redemptions				
18-00024	01/10/18	01/16/18 OFFIC005 OFFICE OF THE COUNTY CLERK 1 REDEMPTION MONEY ON TSC #3120	8.00	P.O. BOX 1251 T-03-56-851-000-001	Budget	Aprv	195	1
			8.00	TTL Trust: TTL Redemptions				
18-00025	01/10/18	01/16/18 OFFIC006 THE OFFICE OF COUNTY CLERK 1 REDEMPTION MONEY ON TSC #3109	8.00	P.O. BOX 1251 T-03-56-851-000-001	Budget	Aprv	196	1
			8.00	TTL Trust: TTL Redemptions				
18-00026	01/10/18	01/16/18 OFFIC007 THE OFFICE OF THE COUNTY CLERK 1 REDEMPTION MONEY ON TSC #3050	8.00	P.O. BOX 1251 T-03-56-851-000-001	Budget	Aprv	197	1
			8.00	TTL Trust: TTL Redemptions				
17-02925	11/21/17	01/16/18 PRINT006 PRINTER LOGIC 1 PRINTER MGT. SUBSCRIPTION - PD	1,200.00	912 WEST 1600 SOUTH 7-01-25-240-000-103	Budget	Aprv	54	1
			1,200.00	Police:Computer Supplies				

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
17-03235	12/27/17	01/16/18 ROMAN001 ROMANOV, DAN 1 REIMBURSEMENT FOR	1,599.99	7-01-25-240-000-169 Police: Patrol Equipment	Budget	Aprv	137	1
17-03235	12/27/17	2 TAX	110.00	7-01-25-240-000-169 Police: Patrol Equipment	Budget	Aprv	138	1
			<u>1,709.99</u>					
17-03089	12/07/17	01/16/18 RUTHE001 RUTHERFORD, BLAKE 1 REIMBURSEMENT FOR CLASS	500.00	7-01-25-240-000-136 Police: Schooling/Training	Budget	Aprv	101	1
			<u>500.00</u>					
17-00070	08/28/17	01/16/18 SEABO002 SEABOARD WELDING SUPPLY 14 INVOICE #2081293	39.00	ATTN: RICKY 7-01-25-240-000-114 Police: Fire & Oxygen Refills	Budget	Aprv	8	1
17-00070	08/28/17	15 INVOICE #2081508	91.00	7-01-25-240-000-114 Police: Fire & Oxygen Refills	Budget	Aprv	9	1
			<u>130.00</u>					
17-02944	11/28/17	01/16/18 SMITH008 SMITH & SHAW, P.A. 1 11-20-17 State vs Trapp	200.00	LANES MILL PROFESSIONAL BLDG. 7-01-42-490-000-151 Court: I/L: Consultant's Other	Budget	Aprv	55	1
			<u>200.00</u>					
17-02740	10/30/17	01/16/18 STAR0001 STANDARD SUPPLY CO. 1 WHITE MARKING PAINT	28.95	ROUTE 66 & GARDEN ST. PARKWAY 7-05-55-502-000-181 Sewer: General Hardware-Minor Tools	Budget	Aprv	37	1
			<u>28.95</u>					
18-00016	01/10/18	01/16/18 TCTA TCTA MEMBERSHIP SERVICES 1 2018 REG. MEMBERSHIP DUES	100.00	P.O. BOX 23 8-01-20-145-000-127 Revenue: Dues	Budget	Aprv	178	1
			<u>100.00</u>					
15-02137	08/19/15	01/16/18 TMASS001 T & M ASSOCIATES 21 PAYMENT #19 - INV. #LAF334800	185.33	P.O. BOX 828 C-04-14-377-000-560 ORD 14-1377: Outfall/Drainage Engineer	Budget	Aprv	1	1
15-03140	01/01/17	20 PAYMENT #18 - INV. #LAF334801	376.85	7-05-99-999-001-204 Sewer: Accounts Payable	Budget	Aprv	2	1
16-01157	05/10/16	22 PAYMENT #19 - INV. #LAF334803	876.11	C-04-13-370-000-505 ORD 13-1370: Engineer	Budget	Aprv	3	1
16-01457	01/01/18	19 PAYMENT #15 - INV. #LAF334802	109.50	8-05-99-999-001-204 Sewer: Accounts Payable	Budget	Aprv	4	1
17-00197	01/24/17	73 PAYMENT #69 - INV. #LAF334809	4,230.48	7-01-20-165-000-144 Eng: Consultants - Engineer	Budget	Aprv	15	1
17-00197	01/24/17	74 PAYMENT #70 - INV. #LAF334810	438.00	7-01-20-165-000-144 Eng: Consultants - Engineer	Budget	Aprv	16	1
17-00197	01/24/17	75 PAYMENT #71 - INV. #LAF334811	295.08	7-05-55-502-000-144 Sewer: Consultants - Engineer	Budget	Aprv	17	1
17-00197	01/24/17	76 PAYMENT #72 - INV. #LAF334812	182.50	7-01-20-165-000-144 Eng: Consultants - Engineer	Budget	Aprv	18	1

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
17-00197	01/24/17	77 PAYMENT #73 - INV. #LAF334813	146.00	7-01-20-165-000-144 Eng: Consultants - Engineer	Budget	Aprv	19	1
17-00197	01/24/17	78 PAYMENT #74 - INV. #LAF334814	4,380.00	7-05-55-502-000-144 Sewer: Consultants - Engineer	Budget	Aprv	20	1
17-01587	06/27/17	9 PAYMENT #8 - INV. #LAF334806	403.65	7-05-55-502-200-250 Sewer: Capital Outlay	Budget	Aprv	21	1
17-02064	08/18/17	5 PAYMENT #4 - INV. #LAF334805	1,108.25	T-03-56-859-000-001 Open Space Trust: Open Space	Budget	Aprv	22	1
17-02216	09/08/17	3 PAYMENT #2 - INV. #LAF334807	584.00	T-03-56-859-000-001 Open Space Trust: Open Space	Budget	Aprv	23	1
17-03213	12/21/17	1 WELLINGTON - 7 HIAHLEAH CT.	146.00	WEL5017CU WELLINGTON, PATRICIA	Project	Aprv	124	1
17-03214	12/21/17	1 MUMFORD HOMES MINOR SUB	657.00	ROG5330CU ROGER MUMFORD HOMES LLC	Project	Aprv	125	1
17-03215	12/21/17	1 309 ESSEX RD SITE PLAN	2,044.00	JCP5306CO J & C PROPERTY HOLDINGS	Project	Aprv	126	1
17-03216	12/21/17	1 LENNAR PARCEL C MIXED USE	6,987.68	LEN5314CO LENNAR PARCEL C	Project	Aprv	127	1
17-03217	12/21/17	1 LENNAR PARCEL C1 SUBDIVISION	1,679.22	LEN5223CU LENNAR	Project	Aprv	128	1
17-03218	12/21/17	1 DELISA WASTE SERVICES	331.25	DEL5280CO DELISA	Project	Aprv	129	1
17-03219	12/21/17	1 MEZZASALMA OFFICE BUILDING	182.50	MEZ4945CO MEZZASALMA RE HOLDINGS	Project	Aprv	130	1
17-03220	12/21/17	1 BOYD SUBDIV. SQUANKUM RD	294.31	BOY4879CU BOYD	Project	Aprv	131	1
17-03221	12/21/17	1 TRINTIY HALL - PH 2	4,351.53	TRIS348CO TRINITY HALL/ADDITION	Project	Aprv	132	1
17-03226	12/27/17	1 2017 GEN SRVCS INV. #LAF334827	265.68	7-01-21-180-000-144 Planning: Consultants - Engineer	Budget	Aprv	136	1
			<u>30,254.92</u>					
18-00017	01/10/18	01/16/18 TRADE001 TRADE MONEY, LLC 1 REDEMPTION TAX SALE#3120	470.90	29 PALISADES ROAD T-03-56-851-000-001 TTL Trust: TTL Redemptions	Budget	Aprv	179	1
18-00017	01/10/18	2 RECORDING ADJ.	10.00	8-01-20-145-000-125 Revenue: Recording Fees and Interest	Budget	Aprv	180	1
18-00017	01/10/18	3 PREMIUM	1,100.00	T-03-56-850-000-007 Gen Trust: Tax Sale Premiums	Budget	Aprv	181	1
			<u>1,580.90</u>					
18-00018	01/10/18	01/16/18 TRADE002 TRADE MONEY, LLC 1 REDEMPTION TAX SALE#3129	739.15	29 PALISADES ROAD T-03-56-851-000-001 TTL Trust: TTL Redemptions	Budget	Aprv	182	1
18-00018	01/10/18	2 RECORDING ADJ.	10.00	8-01-20-145-000-125 Revenue: Recording Fees and Interest	Budget	Aprv	183	1
18-00018	01/10/18	3 PREMIUM	900.00	T-03-56-850-000-007 Gen Trust: Tax Sale Premiums	Budget	Aprv	184	1
			<u>1,649.15</u>					
18-00019	01/10/18	01/16/18 TRADE003 TRADE MONEY, LLC 1 REDEMPTION TAX SALE#3109	568.88	29 PALISADES ROAD T-03-56-851-000-001	Budget	Aprv	185	1

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
18-00019	01/10/18	2 RECORDING ADJ.	10.00	TTL Trust: TTL Redemptions 8-01-20-145-000-125	Budget	Aprv	186	1
18-00019	01/10/18	3 PREMIUM	600.00	Revenue: Recording Fees and Interest T-03-56-850-000-007	Budget	Aprv	187	1
			<u>1,178.88</u>	Gen Trust: Tax Sale Premiums				
18-00020	01/10/18	1 REDEMPTION TAX SALE#3139	874.11	29 PALISADES ROAD T-03-56-851-000-001	Budget	Aprv	188	1
18-00020	01/10/18	2 RECORDING ADJ.	10.00	TTL Trust: TTL Redemptions 8-01-20-145-000-125	Budget	Aprv	189	1
18-00020	01/10/18	3 PREMIUM	1,200.00	Revenue: Recording Fees and Interest T-03-56-850-000-007	Budget	Aprv	190	1
			<u>2,084.11</u>	Gen Trust: Tax Sale Premiums				
18-00013	01/09/18	1 2017 4TH QTR MARRIAGE LICENSES	625.00	MARRIAGE/CIVIL UNION LIC FEES 8-01-17-000-026	Revenue	Aprv	174	1
			<u>625.00</u>	Due State of N.J. Marriage Licenses				
17-03160	12/13/17	1 SOLENOID CHELSEA PTO	115.46	458 JOHNSON AVE 7-01-26-300-000-201	Budget	Aprv	115	1
			<u>115.46</u>	Ctrl Maint: Motor Vehicle - Streets				
17-02741	10/30/17	1 155 4" OCT BOX W/FLAT BRACKET	20.71	800 SHREWSBURY AVENUE 7-01-26-310-000-117	Budget	Aprv	38	1
17-02741	12/05/17	2 4 SQ 2-1/8D BOX COMB KO	7.87	Bldg/Grds: Building Materials & Supplies 7-01-26-310-000-117	Budget	Aprv	39	1
17-02741	12/05/17	3 4" SQ FLAT BLANK COVER	2.40	Bldg/Grds: Building Materials & Supplies 7-01-26-310-000-117	Budget	Aprv	40	1
17-02741	12/05/17	4 PLASTIC KEYLESS LAMPHOLDER	5.24	Bldg/Grds: Building Materials & Supplies 7-01-26-310-000-117	Budget	Aprv	41	1
17-02741	12/05/17	5 1/2" GAL COUPLING	1.49	Bldg/Grds: Building Materials & Supplies 7-01-26-310-000-117	Budget	Aprv	42	1
17-02741	12/05/17	6 GE LAMP Q500T3/CL-FCL 120V	13.98	Bldg/Grds: Building Materials & Supplies 7-01-26-310-000-117	Budget	Aprv	43	1
17-02741	12/05/17	7 4" CABLE TIE - XMAS LIGHTS	13.08	Bldg/Grds: Building Materials & Supplies 7-01-26-310-000-117	Budget	Aprv	44	1
17-02741	12/05/17	8 6" CABLE TIE - XMAS LIGHTS	7.29	Bldg/Grds: Building Materials & Supplies 7-01-26-310-000-117	Budget	Aprv	45	1
17-02741	12/05/17	9 11" CABLE TIE - XMAS LIGHTS	12.89	Bldg/Grds: Building Materials & Supplies 7-01-26-310-000-117	Budget	Aprv	46	1
			<u>84.95</u>	Bldg/Grds: Building Materials & Supplies				

Checks: Count Line Items Amount
 56 198 145,077.11

There are NO errors or warnings in this listing.

January 10, 2018
10:14 AM

Borough of Tinton Falls
Check Payment Batch Verification Listing

Page No: 12

Check No.	Check Date	Vendor # Name		Street 1 of Address to be printed on Check					
PO #	Enc Date	Item Description	Payment Amt	Charge Account Description	Account Type	Status	Seq	Acct	

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	7-01	101,771.22	0.00	0.00	101,771.22
SEWER UTILITY FUND	7-05	<u>12,721.27</u>	<u>0.00</u>	<u>0.00</u>	<u>12,721.27</u>
	Year Total:	114,492.49	0.00	0.00	114,492.49
CURRENT FUND	8-01	551.02	625.00	0.00	1,176.02
SEWER UTILITY FUND	8-05	<u>109.50</u>	<u>0.00</u>	<u>0.00</u>	<u>109.50</u>
	Year Total:	660.52	625.00	0.00	1,285.52
CAPITAL FUND	C-04	1,061.44	0.00	0.00	1,061.44
GRANT FUND	G-02	1,809.30	0.00	0.00	1,809.30
GENERAL TRUST FUND	T-03	9,751.27	0.00	0.00	9,751.27
DOG TRUST FUND	T-12	<u>3.60</u>	<u>0.00</u>	<u>0.00</u>	<u>3.60</u>
	Year Total:	9,754.87	0.00	0.00	9,754.87
Total of All Funds:		<u>127,778.62</u>	<u>625.00</u>	<u>0.00</u>	<u>128,403.62</u>

Project Description	Project No.	Project Total
BOYD	BOY4879CU	294.31
DELISA	DEL5280CO	331.25
J & C PROPERTY HOLDINGS	JCP5306CO	2,044.00
LENNAR	LENS223CU	1,679.22
LENNAR PARCEL C	LENS314CO	6,987.68
MEZZASALMA RE HOLDINGS	MEZ4945CO	182.50
ROGER MUMFORD HOMES LLC	ROG5330CU	657.00
TRINITY HALL/ADDITION	TRI5348CO	4,351.53
WELLINGTON, PATRICIA	WEL5017CU	146.00
Total Of All Projects:		<u>16,673.49</u>

G/L Posting Summary

Account	Description	Debits	Credits
8-01-101-01-000-001	Clearing	0.00	102,947.24
8-01-201-20-000-000	Current Appropriations	551.02	0.00
8-01-203-55-000-000	Appropriation Reserves	101,771.22	0.00
8-01-286-55-000-001	Due State of N.J. - Marriage Lic	625.00	0.00
	Totals for Fund 8-01 :	<u>102,947.24</u>	<u>102,947.24</u>
8-02-101-01-000-001	Cash	0.00	1,809.30
8-02-213-40-000-000	Appropriated Reserves	1,809.30	0.00
	Totals for Fund 8-02 :	<u>1,809.30</u>	<u>1,809.30</u>
8-03-101-01-000-001	Cash	0.00	4,400.00
8-03-101-01-000-004	Cash - TTL	0.00	3,659.02
8-03-101-01-000-014	Cash - Open Space	0.00	1,692.25
8-03-201-20-000-000	Trust Appropriations	9,751.27	0.00
	Totals for Fund 8-03 :	<u>9,751.27</u>	<u>9,751.27</u>
8-04-101-01-000-001	Cash	0.00	1,061.44
8-04-215-55-000-000	Capital Appropriations	1,061.44	0.00
	Totals for Fund 8-04 :	<u>1,061.44</u>	<u>1,061.44</u>
8-05-101-01-000-001	Cash	0.00	12,830.77
8-05-203-20-000-000	Appropriation Reserves	12,344.42	0.00
8-05-204-55-000-001	Accounts Payable	486.35	0.00
	Totals for Fund 8-05 :	<u>12,830.77</u>	<u>12,830.77</u>
8-12-101-01-000-001	Cash	0.00	3.60
8-12-204-56-850-803	Due State of NJ/Dog Licenses	3.60	0.00
	Totals for Fund 8-12 :	<u>3.60</u>	<u>3.60</u>

Project Description	Project No.	Project Total	
8-13-101-01-000-001	Cash	0.00	16,673.49
8-13-201-20-000-000	Escrow Checking	<u>16,673.49</u>	<u>0.00</u>
	Totals for Fund 8-13 :	<u>16,673.49</u>	<u>16,673.49</u>
	Grand Total:	<u>145,077.11</u>	<u>145,077.11</u>

RESOLUTION TO ENTER EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act provides that the Borough Council may go into executive session to discuss matters that may be confidential or listed pursuant to N.J.S.A. 10:4-12; and

WHEREAS, it is recommended by the Director of Law that the Borough Council go into executive session to discuss matters set forth hereinafter which are permissible for discussion in executive session.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls that the Council shall go into executive session to discuss the following items:

1) Potential Property Acquisitions or Sales – N.J.S.A. 10:4-12(b)(5)

None

2) Personnel Matters – N.J.S.A. 10:4-12(b)(8)

None

3) Contract Negotiations – N.J.S.A. 10:4-12(b)(4) or (b)(7)

PBA Contract (ATOD February 2018)

4) Litigation/Potential Litigation – N.J.S.A. 10:4-12(b)(7)

In the Matter of the Application of the Borough of Tinton Falls (Affordable Housing)
 (ATOD April 2018)

 GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held January 16, 2018.

 MAUREEN L. MUTTIE, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on January 16, 2018. _____ Maureen L. Muttie, Borough Clerk
MS. FAMA							
MR. MANGINELLI							
MR. PAK							
MR. SIEBERT							
MR. BALDWIN							