

From: Tucker Snedeker <opra+request-20359-c29ee52a@requests.opramachine.com>
Sent: Saturday, February 20, 2021 2:36 PM
To: Clerk
Subject: OPRA request - Lease agreement from Atlantic Highlands Fire Inc and Atlantic Highlands Borough for the use of Fireman's Field and Fireman's Field House Building

Dear Atlantic Highlands Borough,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Lease agreement from Atlantic Highlands Fire Inc and Atlantic Highlands Borough for the use of Fireman's Field and Fireman's Field House Building from 2011 on and any changes that have been made to the lease since 2011.

Kind regards,

Tucker Snedeker

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Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-20359-c29ee52a@requests.opramachine.com

Is clerk@ahnj.com the wrong address for OPRA requests to Atlantic Highlands Borough? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=atlantic_highlands_borough

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View this OPRA request & responses online:

https://opramachine.com/request/lease_agreement_from_atlantic_hi

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RESOLUTION 124-2009

EXECUTING AGREEMENT FOR THE USE OF FIREMAN'S FIELD

WHEREAS the Atlantic Highlands Fire Department, Inc is the owner of a certain tract of land, in the Borough of Atlantic Highlands, commonly referred to as the Fireman's Field; and,

WHEREAS, the Borough of Atlantic Highlands desires to enter into an agreement with the Atlantic Highlands Fire Department, Inc, for the fifteen year period commencing February 2, 2008 and ending December 31, 2022, regarding the use of the Fireman's Field; and,

WHEREAS, the agreement provides for certain improvements to be made by or on behalf of the Borough of Atlantic Highlands, as outlined in Schedule A of the "Agreement For Use of Fireman's Field" in consideration for such use.

WHEREAS the Governing Body of the Borough of Atlantic Highlands, in consideration of the mutual covenants contained in the "Agreement for Use of Fireman's Field", hereby agrees to the terms, conditions and covenants outlined therein,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Atlantic Highlands, County of Monmouth, State of New Jersey, that the Borough Administrator is authorized to execute and enter into the Agreement For Use of Fireman's Field for the fifteen year period commencing February 2, 2008 and ending December 31, 2022 .

This Resolution was offered and moved by Council member Hoffmann, seconded by Council member Doyle and adopted on July 29, 2009 as follows:

AYES: Council members Dellosso, Doyle, Fligor, Hoffmann and Sutton

NAYS:

ABSTAIN:

I, Dwayne M, Harris, Municipal Clerk of the Borough of Atlantic Highlands, in the County of Monmouth, State of New Jersey, hereby certify this to be a true copy of the action of the Governing Body at its meeting held July 29, 2009. WITNESS my hand and the Seal of the Borough of Atlantic Highlands this 30th day of July 2009.


Dwayne M. Harris, RMC
Municipal Clerk



AGREEMENT FOR USE OF FIREMEN'S FIELD

BETWEEN THE BOROUGH OF ATLANTIC HIGHLANDS

AND

THE ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC.

THIS AGREEMENT, dated as of ^{JULY}April 13, 2009 is retroactive to February 2, 2008 and is made:

Between THE BOROUGH OF ATLANTIC HIGHLANDS, a municipal corporation of the State of New Jersey, having its office at 100 First Avenue, Atlantic Highlands, New Jersey; and

The ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC., with offices at 10 E. Highland Avenue, Atlantic Highlands, NJ 07716,

WHEREAS, THE ATLANTIC HIGHLANDS FIRE DEPARTMENTS, INC. is the owner of a certain tract of land located in the Borough of Atlantic Highlands commonly referred to as FIREMEN'S FIELD; and

WHEREAS, THE BOROUGH OF ATLANTIC HIGHLANDS and THE ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC. wish to enter into an agreement regarding the use of the aforesaid FIREMEN'S FIELD by THE BOROUGH OF ATLANTIC HIGHLANDS; and

WHEREAS, the consideration for such use are improvements to be made by or on behalf of THE BOROUGH OF ATLANTIC HIGHLANDS to FIREMEN'S FIELD, as set forth in the attached **Schedule A**.

NOW THEREFORE, for and in consideration of the covenants contained herein, it is **AGREED** as follows;

1. **USE:** THE ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC. shall approve and permit activities, including but not limited to, organized and unorganized football, baseball, field hockey, soccer, recreation programs and similar activities and such other activities as shall be agreed to between the parties to this Agreement. The use of snack shack outdoor bathrooms shall be included with recreational programs that are operated at the field. Borough will clean outside bathrooms as part of routine maintenance.
2. **RULES:** Such use of FIREMEN'S FIELD shall be subject to availability and the rules and regulations promulgated by the ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC. The Borough will clean up after any Borough sponsored or run program and if program supervisor's do not clean up the area to return the property to the condition it was found when premises were occupied for the specific program, the Borough DPW will clean the area within 24 hours of the notice.
3. **IMPROVEMENTS:** Capital Improvements and/or maintenance to FIREMEN'S FIELD (as set forth in **attached Schedule A**) by or on behalf of or contributed to by THE BOROUGH OF ATLANTIC HIGHLANDS shall be recommended by the FIRE DEPARTMENT FIELD COMMITTEE

to the FIELD HOUSE COMMITTEE OF THE BOROUGH OF ATLANTIC HIGHLANDS and the Mayor and Council.

4. **ACCOUNTING:** In the event that THE BOROUGH OF ATLANTIC HIGHLANDS desires to contribute to a specific project, a pre approval of municipal financial obligations must be approved. The Borough Administrator shall be supplied with all estimates, quotes and/or proposals, as well as all final invoices and an accounting of all expenditures.
5. **INSURANCE:** THE BOROUGH OF ATLANTIC HIGHLANDS shall maintain liability insurance in the minimum amount of ONE MILLION and 00/100 DOLLARS (\$1,000,000.00). THE BOROUGH OF ATLANTIC HIGHLANDS shall provide proof of such insurance to THE ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC. annually upon request of THE ATLANTIC HIGHLANDS FIRE DEPARTMENT. All insurance coverage shall be provided by THE BOROUGH OF ATLANTIC HIGHLANDS and all equipment, real estate and liability shall be on the master policy of THE BOROUGH OF ATLANTIC HIGHLANDS. The Borough will assume responsibility for any damage to the property (including deductible) during programs sponsored by the Borough of Atlantic Highlands.
6. **TERM:** This Agreement shall be for a period of FIFTEEN (15) years from the date of full execution (2008 through 2022)
7. **HEADINGS:** All headings used are for convenience only and shall not be referred to in construing this Agreement.
8. **CHANGES:** This Agreement may not be modified, varied, supplemented or amended in any respect except in a writing executed by all parties hereto.
9. **ENTIRE AGREEMENT:** This Agreement alone expresses the entire understanding between the parties with respect to the subject matter hereof and all prior agreements or understandings relating to the subject matter hereof are superseded and canceled.
10. **EXECUTION:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

ATTEST:

Secretary

WITNESS:

Municipal Clerk

ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC.

BY: 

President

THE BOROUGH OF ATLANTIC HIGHLANDS

BY: 

Borough Administrator

BOROUGH OF ATLANTIC HIGHLANDS
100 FIRST AVENUE
ATLANTIC HIGHLANDS, NEW JERSEY 07716

SCHEDULE A

(2008-2022)

Potential improvements and/or actions including but not limited to:

1. Sod / grass maintenance
2. Fencing including gates and homerun fence
3. Sleeves / Surface caps
4. Upkeep/improvements of light fixtures including picnic area
5. Dugout improvements
6. Bleachers
7. Diamond / infield mix
8. Upkeep / maintenance of scoreboards
9. Playground equipment
10. Purchase of maintenance equipment
11. Landscaping / fertilizer
12. Many Mind Creek easement maintenance
13. Drainage work
14. Lawn Sprinkler work
15. Other projects not specifically listed and as requested by the Fireman's Field Committee to the Fieldhouse Committee and approved by the Mayor and Council.

Minimum Reimbursable Contribution to be paid in December of each year:

2008	\$8,500
2009	\$8,500
2010	\$8,500
2011	\$8,500
2012	\$8,500
2013	\$8,500
2014	\$8,500
2015	\$8,500
2016	\$8,500
2017	\$8,500
2018	\$8,500
2019	\$8,500
2020	\$8,500
2021	\$8,500
2022	\$8,500

LEASE

This Lease is made on April 15, 1992

BETWEEN the Tenant BOROUGH OF ATLANTIC HIGHLANDS, a
Municipal Corporation of New
Jersey, having its main office at
100 First Avenue
Atlantic Highlands, NJ 07716,

hereinafter referred to as
"Tenant".

AND the Landlord ATLANTIC HIGHLANDS
FIRE DEPARTMENT, INC.
15 E. Mount Avenue,
Atlantic Highlands, NJ 07716,

hereinafter referred to as
"Landlord".

1 PROPERTY: The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the property known as the Field House, located at Lot 8, in Block 125, on the Official Tax Map of the Borough of Atlantic Highlands, hereinafter referred to as the "Property".

2 TERM: The term of this Lease is for ten (10) years starting on March 1, 1992, and ending on February 28, 2002. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Property at the start of this Lease. However, rent will only be charged from the date on which possession of the Property is made available to the Tenant. If the Landlord cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease.

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3 **RENT:** The Tenant agrees to pay rent in the amount of FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00) for the initial term payable in the following manner: TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500) within THIRTY (30) days of the execution of this Lease by the Tenant and TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500) every SIX (6) months thereafter until the end of the initial term of this Lease.

4 **OPTION:** Tenant shall have the option to renew this Lease for a period of FIVE (5) years commencing at the end of the initial term of this Lease. Tenant shall give Landlord notice Ninety (90) days prior to the expiration of the initial term if it desires to exercise this option to renew. The Tenant agrees to pay rent in the amount of THIRTY THOUSAND and 00/100 DOLLARS (\$30,000.00) for the first Option term payable in the following manner: THREE THOUSAND AND 00/100 DOLLARS (\$3,000) at the commencement of the first Option term and THREE THOUSAND AND 00/100 DOLLARS (\$3,000) every SIX (6) months thereafter until the end of the initial Option term. Tenant shall have the option to renew this Lease for an additional period of FIVE (5) years commencing at the end of the term of the aforesaid initial FIVE year option period. Tenant shall give Landlord notice Ninety (90) days prior to the expiration of the initial Option term if it desires to exercise this option to renew. The Tenant agrees to pay rent in the amount of FORTY THOUSAND and 00/100 DOLLARS (\$40,000.00) for this second Option term payable in the following manner: FOUR THOUSAND AND 00/100 DOLLARS (\$4,000) at the commencement of this second Option term and FOUR THOUSAND AND 00/100 DOLLARS (\$4,000) every SIX (6) months thereafter until the end of this second Option term.

5 **USE OF PROPERTY AND CONTROL OF PROPERTY:** T h e Tenant shall have the use and control of the entire leased premises at all times except for the *Fireman's Room*, certain closets to be identified by agreement of the parties, and the Garage which shall remain under the exclusive care and control of the Landlord. The Tenant may use the property for recreational purposes, group meetings,

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social events and other community functions. The Tenant is permitted to rent the property to individuals or groups for specific events. The Tenant shall retain the exclusive right to establish a schedule of fees and charges for rental of the property. Any sub-lease for a period of more than FIVE (5) days shall be subject to the written consent of the Landlord which consent shall not be unreasonably withheld. Tenant shall notify Landlord in writing of its request to sublease by Certified Mail, Return Receipt Requested. If written authorization is not received by Tenant within FOURTEEN (14) days of such mailing, the request shall be deemed to have been approved. The Landlord agrees to temporarily stop any activity in the Garage that interferes with the use or enjoyment of the property by the Tenant or other groups which are authorized to use the property.

6 **EVICTION:** If the Tenant does not pay the rent within 30 days after it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the SIX (6) month period immediately following any such eviction. The Tenant must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any money owed the Landlord, along with the cost of re-renting, cleaning and repairing the Property. Rent received from any new tenant will reduce the amount owed the Landlord.

7 **PAYMENTS BY LANDLORD:** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees, to the Tenant. Failure to pay such costs upon demand is a violation of this Lease.

8 **CARE OF THE PROPERTY:** The Tenant has examined the Property, including all facilities, furniture and appliances, and accepts it "as is". The Tenant and Landlord agree to conduct a detailed joint inventory of the contents and condition of the Leased Premises which shall be signed by the Landlord and Tenant and shall be attached

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to and become a part of this Lease as *SCHEDULE A: INITIAL JOINT INVENTORY OF CONTENTS AND CONDITION*. *SCHEDULE A* shall be used as the basis for a semi-annual inventory and reconciliation. The Tenant agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Landlord is responsible for upkeep of Firemen's Room and garage area. The Tenant is responsible for indoor and outdoor maintenance including tables and chairs, parking lot, sidewalks, dumpster, grass, trees, shrubs and ice removal. The Tenant must pay for all repairs, replacements and damage caused by act or neglect of the Tenant or the Tenant's visitors. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out. Any improvements to the demised premises which are permanent in nature shall become the property of the Landlord.

9 **QUIET ENJOYMENT:** The Tenant may remain in and use the Property without interference subject to the terms of this Lease.

10 **VALIDITY OF LEASE:** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

11 **SECURITY DEPOSIT:** None.

12 **INSURANCE:** The Tenant shall pay for building and contents insurance and fire insurance covering the entire building and premises with liability insurance for activities conducted, sponsored or authorized by the Tenant. The Tenant shall be the sole negotiator of insurance contracts and premiums and shall be solely responsible for the resolution of all claims made against said insurance. In the event of damage to the Leased premises or its contents for which the Landlord receives compensation from an insurance carrier, such compensation shall be utilized to repair the respective damage or loss. Landlord shall have the right to review all insurance contracts. The Tenant shall indemnify and hold the

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Landlord harmless from any liability for any claim unless such claim arises from activities conducted by the Landlord or with the permission of the Landlord; or arises from areas of the demised premises that are exclusively controlled by the Landlord; or as a result of the actions or failure to act of the Landlord.

13 OPERATING EXPENSE: Tenant will pay for all maintenance, building registration fees, operating expenses and utilities, except telephone in Firemen's Room.

14 NET PROCEEDS: The Tenant agrees to provide the Landlord with an annual summary of revenues and expenses. All net proceeds to the Tenant generated by the rental or subletting of the Leased premises or any portion thereof shall be deposited into a dedicated fund for the purpose of funding the maintenance and operation of the Leased premises and the adjacent recreation fields.

15 MEETING PRIORITY: The entire Leased premises shall be reserved on the SECOND Monday of each month for the exclusive use of the Landlord. The Landlord also retains the right to utilize the entire Leased premises on TEN (10) additional days each year at no cost. The aforesaid TEN (10) additional dates shall be submitted to the Tenant no later than January 15th of each year.

16 CAPITAL IMPROVEMENTS: Tenant agrees to complete at its sole cost and expense, the capital improvements as set forth in *SCHEDULE B: SCHEDULE OF CAPITAL IMPROVEMENTS*, within EIGHTEEN (18) months of the date of the execution of this Lease by the Tenant.

17 IMPROVEMENTS AND SCHEDULED REPAIRS: Tenant shall be solely responsible for repairs and maintenance of the Leased Premises. Except in the case of emergency repairs, the procedures for which are set forth in ¶ 18 below, the Tenant shall secure a written cost estimate and such repairs shall be subject to the written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall notify Landlord in writing of its request to perform such repairs by Certified Mail, Return Receipt

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Requested. If written authorization from Landlord to perform such repairs is not received by Tenant within THIRTY (30) days of such mailing, the request shall be deemed to have been approved.

18 EMERGENCY REPAIRS: The Tenant is authorized, but not required, to proceed with emergency repairs necessary to protect or maintain the property. In the event that Tenant determines that emergency repairs are required, the Borough Administrator shall make a good faith attempt to contact the Landlord for its approval, prior to the commencement of any such emergency repairs.

19 NAME OF BUILDING: The building shall be named the Firemen's Field House. The Tenant is not authorized to change the name of the building on the demised premises.

20 PARTIES: The Landlord and the Tenant are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

21 ENTIRE LEASE: All promises of the Landlord and Tenant are contained in this written Lease. This Lease can only be changed by an agreement in writing signed by both the Landlord and Tenant.

SCHEDULE "B"

SCHEDULE OF CAPITAL IMPROVEMENTS

The Borough of Atlantic Highlands, hereinafter referred to as the Tenant, agrees to complete the following capital improvements within eighteen months from the day the Tenant signs the lease for the Fireman's Field House on behalf of the Tenant. The Tenant further agrees it shall have the sole responsibility for maintenance or repair of the renovated items of the property.

1 ROOF REPAIR AND/OR REPLACEMENT. The Tenant agrees to repair and/or replace the roof and its structural members as required to insure a minimum ten year life of the roof.

2 INGRESS/EGRESS. The Tenant agrees to modify, update and maintain the building ingress/egress so as to be in compliance with all Federal, State and Borough Statutes, Codes, Rules and Regulations and Ordinances, as well as the Americans with Disabilities Act.

3 BATHROOMS. The Tenant agrees to modify and maintain one men's and one women's bathroom so as to comply with handicap access codes and all Federal, State and Borough Statutes, Codes, Rules and Regulations and Ordinances, as well as the Americans with Disabilities Act.

4 KITCHEN. The Tenant agrees to install a vent hood over the stove, remove all wooden cutting blocks and accomplish all other modifications necessary to permit compliance with local and state health codes pertaining to limited use (i.e. not to be used for food preparation) kitchen areas. Should the Tenant choose to expand the scope of use of the Kitchen the Tenant further agrees to make any additional alterations or modifications so as to insure compliance with all Federal, State and Borough Statutes, Codes, Rules and Regulations and Ordinances, as well as the Americans with Disabilities.

5 PUBLIC SAFETY/CODE COMPLIANCE. The Tenant agrees to make other modifications, improvements or repairs so as to comply with all Federal, State and Borough Statutes, Codes, Rules and Regulations and Ordinances, as well as the Americans with Disabilities

ATTEST:

BOROUGH OF ATLANTIC HIGHLANDS



MARYLIN G. GREER, CLERK



ROBERT A. SCHOEFFLING, MAYOR

ATTEST:

ATLANTIC HIGHLANDS FIRE
DEPARTMENT, INC.

SEC.



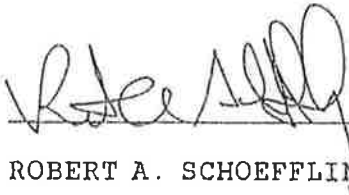
PRES.

ATTEST:

BOROUGH OF ATLANTIC HIGHLANDS



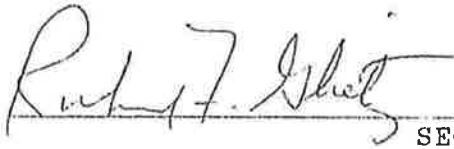
MARYLIN G. GREER, CLERK



ROBERT A. SCHOEFFLING, MAYOR

ATTEST:

ATLANTIC HIGHLANDS FIRE
DEPARTMENT, INC.



SEC.



PRES.

LEASE - FIREMENS FIELD

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Mr. Harmon offered the following Resolution and moved its adoption:

RESOLUTION NO. 72-92
BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

WHEREAS, the ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC. is the owner of premises located at Lot 8 Block 125 on the Official Tax Map of the Borough of Atlantic Highlands, on which is located the FIREMAN'S FIELD HOUSE; and,

WHEREAS, representatives of the Council of the Borough and the ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC. have entered into extensive negotiations regarding the leasing of the said Field House to the Borough; and,

WHEREAS, a proposed Lease has been executed by the ATLANTIC HIGHLANDS FIRE DEPARTMENT, INC.; and

WHEREAS, the said Lease provides for a term of TEN (10) years with TWO (2), FIVE (5) year Options; and,

WHEREAS, the Mayor and Council have had an opportunity to review the aforesaid proposed Lease and the Mayor and Council find that it is in the best interests of the citizens of Atlantic Highlands to have this facility available for Borough programs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Atlantic Highlands, that the Lease aforesaid be and the same is hereby approved; and,

BE IT FURTHER RESOLVED that the Mayor and the Borough Clerk be and they are hereby authorized to execute the aforesaid Lease; and,

BE IT FURTHER RESOLVED that a copy of this Resolution, certified by the Borough Clerk as a true and accurate copy, be attached to and become a part of the aforesaid Lease.

Seconded by Ms. Sheehan and adopted on the following roll call vote:

AYES: Camlin, Gehlhaus, Harmon, Sheehan, Smith, Wuesthoff
NAYS: None

I, Marylin G. Greer, Clerk of the Borough of Atlantic Highlands, hereby certify the foregoing to be a true copy of a resolution adopted by the Council of the Borough of Atlantic Highlands, in the County of Monmouth, N.J., at its meeting held 4/15/1992, as the same appears on record in my office.


Clerk



RESOLUTION 099-2007

EXECUTING FINAL 5-YEAR LEASE OPTION FOR THE FIREMAN'S FIELD HOUSE

WHEREAS, the Borough of Atlantic Highlands entered into a 10-year lease agreement with the Atlantic Highlands Fire Dept, Inc. for the property known as the Fireman's Field House, located in Block 125 at Lot 8, which ended on February 28, 2002; and,

WHEREAS, the lease provided the tenant the option to renew the lease for two five year periods commencing at the end of the initial term of the lease; and,

WHEREAS, the second option period has begun as of February 28, 2007 and it is the Borough's desire to continue in the lease as agreed,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Atlantic Highlands, County of Monmouth, State of New Jersey, that the second and final option of the lease agreement, dated April 15, 1992, between the Borough of Atlantic Highlands and the Atlantic Highlands Fire Department, Inc be exercised, and the Borough agrees to the terms and conditions contained therein.

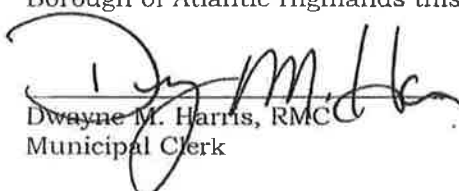
This Resolution was offered and moved by Council member Spatola, seconded by Council member Doyle and adopted on June 13, 2007 as follows:

AYES: Council members Archibald, Dellosso, Doyle, Fligor, Spatola and Sutton

NAYS:

ABSTAIN:

I, Dwayne M. Harris, Municipal Clerk of the Borough of Atlantic Highlands, in the County of Monmouth, State of New Jersey, hereby certify this to be a true copy of the action of the Governing Body at its meeting held June 13, 2007. WITNESS my hand and the Seal of the Borough of Atlantic Highlands this 14th day of June 2007.


Dwayne M. Harris, RMC
Municipal Clerk





**BOROUGH OF
ATLANTIC HIGHLANDS**

100 First Avenue
Atlantic Highlands, New Jersey 07716
732-291-1444 Fax 732-291-9725
www.ahnj.com ahubeny@ahnj.com

**Adam Hubeny, CPM, CRP, CPWM, CCC
Borough Administrator**

March 30, 2016

Mr Thomas Caizza – Fieldhouse Chair
Atlantic Highlands Fire Department
10 East Highland Avenue
Atlantic Highlands, New Jersey 07716

Re: Lease of Fireman's Fieldhouse

Dear Mr Caizza

In follow up to previous discussions as to the possible continuation or renewal of the Lease arrangement by the Borough for the Fireman's Fieldhouse, please be advised of the Borough's response and position as follows.

As you are aware, the Lease expired in 2012 and thereafter the Lease has continued on a year to year basis through December 31, 2015. The Borough's rent to the Fire Department has been \$6,500 per year, with the Borough also providing property insurance and primary maintenance to the premises. The premises have been under repair and out of service since mid-2015. Since the latter part of 2015, there have been on-going discussions and negotiations regarding the Borough potentially continuing the Lease arrangement in some capacity in 2016 and future years.

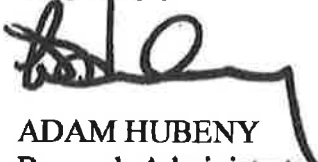
After careful review, the Borough has determined not to continue or renew the Lease on the Fieldhouse for 2016 in its present form and arrangement. The Borough, however, will offer to continue to keep in place and pay for the property insurance and the utilities through the end of 2016, and possibly beyond, providing and contingent upon the Borough being able to utilize and rent the building for a reasonable fee for occasional use/events.

In particular, the Borough is interested in renting the Fieldhouse to continue its use as an Election/Voting place on the Election Days in June and November 2016 (1 day each) and for its summer recreation programs (6 weeks in summer) at a reasonable fee/rate to be negotiated and agreed upon. For the balance of 2016, the Borough proposes a fee of \$250 per day for each Election Day (June and November 2016). In 2016, Summer Recreation will be held at the Atlantic Highlands Elementary School with water day continuing on Friday's at the Fireman's Field which has a separate use agreement.

As the facility has been used for these events/programs in the past, you are familiar with the use and the manner conducted. As noted, if that limited rental can be worked out and agreed, the Borough would continue to maintain the property insurance and pay the utilities for the balance of 2016, and hopefully similar terms could be agreed upon in future years.

Please review this notification and proposal with the appropriate Fire Company officials and advise as to your response as soon as possible. Obviously, if you have any questions or wish to discuss this further, please contact me.

Very truly yours,



ADAM HUBENY
Borough Administrator

cc: Council President / Fire Liaison Dellosso
Bernard M. Reilly Esq.