

**REQUEST FOR PUBLIC RECORDS
OF THE PLUMSTED TOWNSHIP BOARD OF EDUCATION
COUNTY OF OCEAN COUNTY**

Requested by: James Everett Clayton

Address: _____

Phone and/or Fax: _____

Signed: _____
Date

Clearly print a brief description of the record(s) requested:

1. Shared Service Agreement
2. _____
3. _____
4. _____

*If request if denied, the reasons for denial follow:

1. _____
2. _____
3. _____
4. _____

To be completed by the Custodian of Records

Request Approved Or Denied	To be Provided by	Fees Charged
Approved	Township of Plumsted	
	Upper Freehold BOE	
	County of Ocean	

/s/Sean Gately

Signature of Custodian Date

This form must be completed and presented to the Office of the Board Secretary during normal business hours Monday – Friday. Fees must be paid in advance. Requested records will be made available as soon as possible but not later than seven business days after receiving the request provided that the record is currently available and not in storage or archived.

A person making a request of public records who is denied such access, may institute a proceeding to challenge the custodian's decision by filing an action in Superior Court; or in lieu of filing an action in Superior Court, file a complaint with the Government Records Council established pursuant to Section 8 of P.L. 2001, c.404 (C.47:1A-7)

Letter size.....\$0.05 per page

Legal size.....\$0.07 per page

REVISED - SHARED SERVICES AGREEMENT
BUSING - 2020-2021

THIS AGREEMENT made this ____ of _____, 2021, by and between the Township of Plumsted, a corporate body politic having its principal offices located at 121 Evergreen Road, New Egypt, New Jersey 08533 (hereinafter referred to as "the Township"), and the Plumsted Township Board of Education, an educational entity of the State of New Jersey having its principal offices located at 131 Evergreen Road, New Egypt, New Jersey 08533 (hereinafter referred to as "the Board of Education").

WITNESS THAT:

The Township and the Board of Education acknowledge the following:

A. Pursuant to N.J.S.A. 40A:65-1 et seq., a municipal entity such as the Township may enter into agreements for shared services with another government entity such as the Board of Education to provide or receive any service that the units participating in the agreement are empowered to provide or receive within their own jurisdiction.

B. Each local unit authorized to enter into an agreement under the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (hereinafter "the Act"), may do so by the adoption of a resolution.

C. The agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties.

D. Pursuant to N.J.S.A. 18A:39-1.5 and Board of Education Policy No. 3541.1, the Board of Education determined that the following routes were hazardous routes requiring what is known as courtesy busing of students:

Evergreen Road

North Main Street

E. The Township, pursuant to N.J.S.A. 18A:39-1.2, agrees with the determination of the Board of Education concerning the designation of Evergreen Road and North Main Street as hazardous routes and the Township has found that it is desirable to provide transportation for safety reasons at this time for all of the students educated in district by the Board of Education at the four schoolhouses operated by the Board of Education. The Township and the Board of Education accordingly agree that what is known as courtesy busing for hazardous routes should therefore be provided to the students who would be bused to and from non-remote locations to the four schoolhouses operated by the Board of Education (courtesy busing for hazardous routes) in addition to the students who are considered to be bused to and from remote locations, which remote busing is required by law. The Township and the Board of Education agree that the governing body and Board of Education are authorized by N.J.S.A. 18A:39-1.2 to enter into an interlocal services agreement to provide for the funds necessary to effectuate the courtesy busing for hazardous routes and the Township and Board of Education being further aware of the provisions of N.J.A.C. 6A:27-1.3 that provide that municipal

governments may elect to pay costs of transportation for students who are bused to and from less than remote locations to and from their school through an interlocal agreement with the district board of education in accordance with N.J.S.A. 18A:39-1.2.

F. The Township and the Board of Education desire to enter into a shared services agreement to provide courtesy busing for hazardous routes by the Board of Education for the non-remote students educated in the four schoolhouses operated by the Board of Education, and by this Agreement do enter into a shared services agreement to provide the courtesy busing for hazardous routes.

G. N.J.A.C. 6A:27-1.2 defines remote from the school of attendance as beyond two & one-half miles for high school students (grades nine through twelve), and beyond two miles for elementary students (grades preschool through eight). Accordingly, students to be picked up from and returned to a location of shorter distance, are considered to be non-remote. Busing of non-remote students requires "courtesy busing" of the non-remote students.

NOW, THEREFORE, in consideration of the mutual terms and conditions and covenants hereinafter set forth, the Township and the Board of Education agree as follows:

1. Cost of Busing. Paragraphs A through G are incorporated herein as though set forth at length. The Township and the Board of Education agree that the cost of providing the courtesy busing for hazardous routes of the non-remote students educated by the Board of Education in the four schoolhouses operated by the Board of Education

for the 2020-2021 school year is estimated to be \$154,811.00 and that the Township shall make a payment to the Board of Education of \$77,406.00. See Schedule A, entitled Plumsted Township Board of Education Transportation Analysis - Courtesy Transportation For Hazardous Routes Allocated Costs.

2. Payment of Township Share. The Township shall make payment to the Board of Education in the amount of \$77,406.00 toward the cost of the courtesy busing for hazardous routes in a manner that the payment is received by the Board of Education no later than June 1, 2021.

The Township shall make its payment to the business office of the Board of Education to the attention of the School Business Administrator.

3. Term of Agreement. This Agreement shall remain in effect for the 2020-2021 school year and cover the cost of courtesy busing for hazardous routes for the period of September, 2020, through June, 2021.

4. Resolution. Pursuant to N.J.S.A. 40A:65-5, the Township and the Board of Education shall each adopt a resolution authorizing this Shared Services Agreement which Shared Services Agreement shall be effective upon execution of the Shared Services Agreement by the Township and the Board of Education.

5. Administration of Agreement. The Shared Services Agreement shall be administered on behalf of the Township by the

Township Administrator and on behalf of the Board of Education by the School Business Administrator.

6. Public Schools Contracts Law. The Board of Education shall have the sole right and responsibility to create bus routes, the cost of operation of which are to be financed under the terms of this Agreement. In doing so, the Board of Education shall follow the requirements of the Public Schools Contracts Law, N.J.S.A. 18A:18A-1 et seq., as applicable. The Board of Education shall be responsible for meeting the standards required by the Public Schools Contracts Law and applicable regulations relating to bus transportation. The Township shall have no right or authority to review or approve the bus routes as established by the Board of Education.

7. Notices. All notices under this Agreement shall be in writing and shall be deemed to be made if such notice shall be sent by facsimile, which facsimile notice shall be considered delivered upon sending only if there is printed confirmation of the delivery to the recipient facsimile number; or if by certified mail, return receipt requested, which shall be considered delivered three days after sending; or by overnight courier service such as Federal Express which shall be considered delivered upon receipt of delivery, and addressed as follows:

To the Township:

Jennifer Witham, Municipal Clerk/Business Administrator
Township of Plumsted
121 Evergreen Road
New Egypt, NJ 08533
Phone: (609) 758-2241 ext. 104
Fax: (609) 758-0123

To the Board of Education:

Mr. Sean Gately, School Business Administrator
Plumsted Township Board of Education
131 Evergreen Road
New Egypt, NJ 08533
Phone: (609) 758-6800 ext. 4200
Fax: (609) 758-6808

8. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, this Agreement shall be considered divisible as to such provision and such provision shall thereupon be inoperative and shall not be a part of the consideration moving between the parties hereto. The remaining provisions of this agreement shall, however, continue to be valid and binding and of like effect as though such provision was not included herein.

9. Amendments. No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

10. Effective Date. This Agreement shall take effect upon the adoption of appropriate resolutions by the Township and the Board of Education respectively and execution of this Agreement and should such actions of adoption and execution occur after September 1, 2020, shall be considered retroactive to September 1, 2021. The party last signing the Agreement shall enter the date of the last signing as the date of the Agreement at the beginning of the Agreement on page 1 where indicated.

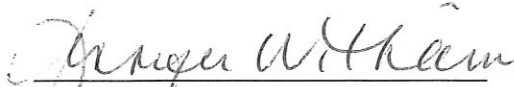
11. Entire Agreement. This Agreement contains the entire understanding of the parties, and there are no representations,

warranties, covenants or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day and year first above written.

WITNESS:

TOWNSHIP OF PLUMSTED



Jennifer Witham,
Municipal Clerk/
Business Administrator

BY 

Herb Marinari,
Mayor

ATTEST:

PLUMSTED TOWNSHIP BOARD OF EDUCATION

Sean Gately
Business Administrator/
Board Secretary

BY _____
Sandy Soles,
President

**SHARED TRANSPORTATION SERVICES AGREEMENT BETWEEN THE
UPPER FREEHOLD REGIONAL SCHOOL DISTRICT AND THE PLUMSTED
TOWNSHIP SCHOOL DISTRICT**

THIS SHARED TRANSPORTATION SERVICES AGREEMENT made this 1st day of July, 2020 by and between the **Upper Freehold Regional School District**, a body corporate organized under N.J.S.A. 18A:13-1 et seq. of the laws of the State of New Jersey, with offices at 27 High Street, Allentown, New Jersey 08501, hereinafter "Upper Freehold, and the **Plumsted Township School District**, a body corporate organized under N.J.S.A. 18A: 10-1 et seq. of the laws of the State of New Jersey, with offices at 131 Evergreed Rd New Egypt, New Jersey 08533, hereinafter, "Plumsted". Upper Freehold and Plumsted will be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A: 65-1 et seq., (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, pursuant to N.J.S.A. 40A: 65-1 et seq., the Parties may enter a shared services agreement to provide student transportation services in a more cost effective and efficient manner; and

WHEREAS, the Parties have entered into an Agreement entitled: "An Understanding in Principles Agreement of Items to Be Included in a Transportation Jointure Contract" which is incorporated herein by reference and made a part hereof; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L 2007, c. 63 at N.J.S.A. 40A:65-1, et seq. ("the Agreement").

NOW THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Upper Freehold and Plumsted, intending to be legally bound, hereby agree as follows:

1. Purpose

This Agreement is to share bus drivers as needed to allocate costs, expenses, and responsibilities as a shared services arrangement pursuant to N.J.S.A. 40A: 65-1 et seq, under which Upper Freehold and Plumsted shall provide to each other drivers to transport Plumsted and Upper Freehold students to and from school and to and from athletic events and field trips in buses owned and operated by both Plumsted or Upper Freehold during the school year beginning July 1, 2020 and ending on June 30, 2021, in exchange for payment of the sum specified herein.

2.. **Upper Freehold's Responsibilities:**

Upper Freehold shall:

Provide bus drivers and buses when needed as specified herein for Plumsted and Upper Freehold students in accordance with all applicable laws, rules, and regulations governing student transportation;

3. **Plumsted's Responsibilities:**

Plumsted shall:

Provide bus drivers and buses when needed as specified herein for Plumsted and Upper Freehold students in accordance with all applicable laws, rules, and regulations governing student transportation;

4. **Use of Drivers**

- a. Neither Plumsted nor Upper Freehold will assign a driver when requested by the other district where the driver has retired from employment with the requesting district within the preceding 180 days.
- b. Neither district will assign a driver under this agreement where the assignment could jeopardize the driver's pension or retirement benefits under a state administered retirement or pension system.

5. **Costs**

The estimated costs of providing drivers to either district is \$30.00 per hour. The parties shall share equally the costs of any unforeseen expenses arising under this Agreement.

6. **Payment Schedule**

The transportation department shall provide both Plumsted and Upper Freehold an invoice at the end of every month in which a driver was used by either district. The parties agree to pay each other on their next available bills list. The parties agree that strict adherence to this payment schedule is critical to the successful implementation and performance of this Agreement.

7. **Reporting**

The parties agree to mutually exchange information and time sheets to verify the invoicing.

8. **Mutual Indemnification**

In addition to the other rights and remedies of the Parties herein, to the fullest extent permitted by law, the Parties hereby mutually agree to indemnify and hold each other harmless against all damages, liabilities, or costs, including reasonable attorneys fees, and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, to the extent that each Party is responsible for such damages, liabilities and costs on a comparative basis.

9. **Insurance**

- A. The Parties will each keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or a Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage on an occurrence basis and shall name the other Party as an Additional Insured.

- B. This insurance shall indicate on the Certificate of Insurance the following coverages:
- Operations;
 - Use of independent contractors and/or subcontractors;
 - Products and completed operations;
 - Broad form contractual; and
 - Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. statutory workers compensation insurance coverage;
- D. a standard all risk of physical loss policy.
- E. commercial general liability insurance at limits of \$5,000,000 per occurrence naming the other party as additional insured.

- F. The parties agree to name each other as additional insured under its Business Automobile Liability Insurance coverage with the following minimum limits and conditions:

\$5,000,000 combined single limit per accident including coverage for owned, non-owned, and hired vehicles.

- G. Upper Freehold proposes as well to increase the coverage amounts on the automobile insurance maintained by each party and to require excess liability coverage as follows:

\$5,000,000 for Automobile Liability and \$10,000,000 for Excess Liability

10. Dispute of Payment

As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 5 shall be paid without prejudice to the disputing Parties.

11. Periodic Review

A representative from each party shall meet as often as may be necessary, but at least semi- annually, to ensure that all obligations under this Agreement are being satisfied or to discuss the need for modification of the fee for services based upon increased costs. Each party shall notify the other party of the name of its representative within thirty (30) days hereof.

12. Termination

This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party. In addition to any other notice requirements herein, the parties shall provide an additional ninety (90) days written notice of termination to Executive County Superintendent of Schools prior to the scheduled termination as a condition precedent to the termination of this Agreement.

13. School Year Term; Option to Renew

The Parties acknowledge that this Agreement is contingent upon and subject to

the approval of the Monmouth County Executive Superintendent of Schools. This Agreement shall commence on July 1, 2020 and end on June 30, 2021 and take effect upon the approval of the Executive County Superintendent of Schools, the adoption of appropriate resolutions of the parties and the execution of the Agreement authorized thereafter by their appropriate respective officials. The Agreement is renewable for two (2) additional school years with the mutual consent of the Parties.

14. Modification

Any modification to the Agreement shall be made in writing and adopted by resolution of both Parties with notice to and the approval of the Executive County Superintendent.

15. Dispute Resolution

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties agree to non-binding mediation through a mediator of their choice and shall share equally the costs of the mediator. If mediation fails, the Parties' dispute shall be governed by the laws of the State of New Jersey.

16. Good Faith Covenant

The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

17. Entire Agreement

This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.

18. Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable, in light of such determination or implementation, give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

19. Authorization

Simultaneously with the execution and delivery of this Agreement, each Party hereto shall deliver to the other Party a true and complete copy of a resolution, authorizing that Party to enter into this Agreement, together with a certificate showing the availability of funds for such Party's costs required by this Agreement.

20. Filing

In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs.

21. Public Inspection

Pursuant to N.J.S.A. 40A:65-5(b) a copy of this Agreement shall be open to public inspection at the offices of the local unit immediately after passage of a resolution authorizing the parties to enter the Agreement.

22. Notices

All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated District representative.

- a. The designated District representative for Upper Freehold is:

Patrick Pisano
Business Administrator
Upper Freehold Regional School District
27 High Street
Allentown, New Jersey 08501

- b. The designated District representative for Plumsted is:

Sean Gately
Business Administrator / Board Secretary
Plumsted Township School District
131 Evergreen Rd
New Egypt, NJ 08533

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

UPPER FREEHOLD REGIONAL SCHOOL DISTRICT

Patrick Pisano, Business Administrator

Date:

Patrick Nolan, Board President

Date:

ATTEST:

PLUMSTED TOWNSHIP BOARD OF EDUCATION



Sean Gately, Business Administrator

Date: 11/20/20



Justin Burnett, Board President

Date: 11/20/20

Dr. Lester Ritchens, Executive County Superintendent

Date:

USE AGREEMENT

THIS AGREEMENT made this 1st day of March, 1999 between the Ocean County Library Commission, with offices at 101 Washington Street, Toms River, NJ 08753 (hereinafter referred to as "the Commission") and the Board of Education of the Township of Plumsted, County of Ocean, State of New Jersey with offices at 115 Evergreen Road, New Egypt, New Jersey 08533 (hereinafter referred to as "the Board of Education");

WHEREAS, the Board of Education owns, operates and maintains a Waste Water Treatment Plant under an NJPDES permit from NJDEP and USEPA at its school located at 115 Evergreen Road in the Township of Plumsted; and

WHEREAS, the Ocean County Board of Chosen Freeholders has constructed a branch of the Ocean County Library on Evergreen Road on the real property and land adjacent to the Board of Education property; and

WHEREAS, the Ocean County Library branch building is required to have approved waste water treatment; and

WHEREAS, both the Ocean County Library Commission and Board of Education are political subdivisions of the State of New Jersey; and

WHEREAS, the Ocean County Board of Chosen Freeholders has requested that the Ocean County Library branch building be permitted to connect into the existing Waste Water Treatment Plant owned, operated and maintained by the Board of Education; and

WHEREAS, the Board of Education is agreeable to having the Ocean County Library branch building connected into its existing Waste Water Treatment Plant;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Ocean County Library Commission and the Plumsted Township Board of Education agree as follows:

1. It is understood that the Board of Education owns, operates and maintains a waste water treatment plant under an NJPDES permit from NJDEP and USEPA. The Board of Education currently uses the waste water treatment plant at an approximate flow of 3,000 gallons per day from September through June and 500 gallons per day for July and August.
2. The Board of Education agrees to permit the Ocean County Library branch building to connect into its existing waste water treatment plant. The Commission agrees to be responsible for obtaining the connection permit and for the fee pertaining thereto.
3. The Board of Education must inspect and approve the sewer and the connection.

4. It is anticipated that the Ocean County Library branch building will have an approximate flow of 300 gallons per day. If the effluent standards under the NJPDES permit are changed, the Commission's use fee may be increased or decreased as appropriate. Any change in the use fee to be paid by the Commission must be mutually agreed upon by the Commission and the Board of Education and incorporated in written amendments to this Agreement. In the event that a capital improvement is made to the Waste Water Treatment Plant, the Library Commission shall not be required to make any capital contribution.

5. The Commission agrees that no other connections other than as set forth above, shall be made by the Commission to the Waste Water Treatment Plant, without the expressed written consent of the Board of Education.

6. The Commission agrees that the Library branch building shall not permit any waste which may harm the Waste Water Treatment Plant or process to be discharged into the Waste Water Treatment Plant. The waste shall be completely free of any substance toxic or injurious to the waste water treatment process.

7. The Commission agrees to indemnify, defend and hold harmless the Board of Education for any and all damage to the Waste Water Treatment Plant, all costs, fees and/or fines for environmental "clean-up" and/or from any fines or sanctions imposed by a federal or state agency resulting from discharged waste originating from the Ocean County Library branch building. The Commission further agrees to defend and hold the Board of Education harmless from any penalties which may be assessed by the Department of Environmental Protection or the Environmental Protection Agency (EPA) based upon the issue of whether the Library branch building is within the approved sewer service area for connection with the Waste Water Treatment Plant.

8. The Commission agrees to pay the Board of Education an annual use fee of Two Thousand Dollars (\$2,000.00) to be paid semi-annually on March 1 and September 1. If the actual flow rate from the Library branch building is more or less than the anticipated flow of 300 gallons per day, the annual use fee shall be increased or decreased upon the mutual agreement of the Commission and the Board of Education to be incorporated in a written amendment to this Agreement. The Commission shall monitor the flow rate on a daily basis and shall provide the Board of Education with the results of such monitoring on a weekly basis so that any necessary adjustments to the use fee may be made.

9. This Agreement shall become effective on March 1, 1999 and shall continue in full force and effect until March 1, 2006. This Agreement may be renewed for similar periods of seven (7) years by the Commission upon furnishing the Board of Education with ninety (90) days notice of intent to so renew prior to the expiration of each seven (7) year term. The Board of Education may refuse to renew this Agreement only if the Commission breaches any of the terms or conditions herein or in any amendment hereto or in the event the needs of the Board of Education require the additional Waste Water Treatment Plant capacity, provided the Board of Education is still the owner and operator of the Plant.

10. This Agreement contains the complete understanding of the parties and may not be modified, altered or amended, except by the mutual written consent of the parties. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.

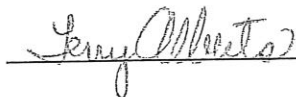
11. If the Commission fails to make the required payments hereunder or the flow rate of the Library branch building exceeds the capacity of the Waste Water Treatment Plant, the Board of Education shall thereupon have the right to terminate this Agreement by giving the Library Commission 90 days written notice of intent to terminate.

12. Should any one or more provisions of this Agreement be held illegal or invalid by a Court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

13. This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the Commission and the Board of Education, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and year first written.

ATTEST:



ATTEST:

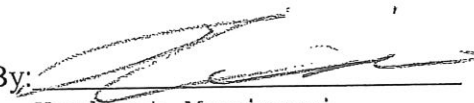


James W. Edwards, Jr., CPA
Business Administrator

**OCEAN COUNTY LIBRARY
COMMISSION**

By: 

**BOARD OF EDUCATION
TOWNSHIP OF PLUMSTED**

By: 

Herbert Marinari
Board President

AGREEMENT TO EXTEND

WHEREAS The Ocean County Library Commission (herein after the Commission) with offices at 101 Washington St., Toms River N.J. 08753 and the Board of Education of the Township of Plumsted, (hereinafter the Board of Education) Ocean County, N.J., with offices at 115 Evergreen Road, New Egypt, N.J. 08533 entered into an Agreement dated August 23, 2006 for the use of a Waste water Treatment Plant by the Commission, a copy of that Agreement (hereinafter referred to as the Agreement) is attached hereto and incorporated herein; and

WHEREAS the Board of Education and the Commission have agreed to extend the Agreement pursuant to paragraph 9 of the Agreement for a seven year period commencing on March 1, 2013 and continuing until February 28 of 2020,

NOW THEREFORE, in consideration of the mutual covenants contained in the attached Agreement the Commission and the Board of Education agree to extend The Agreement from March 1, 2013 until February 28, 2020. All other terms of the Agreement shall remain in full force and effect.

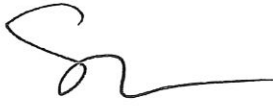
ATTEST:

**OCEAN COUNTY LIBRARY
COMMISSION**

BONNIE PETERSON

ATTEST:

**BOARD OF EDUCATION
TOWNSHIP OF PLUMSTED**



**HARRY MILLER,
BOARD PRESIDENT**