

**AGREEMENT FOR THE REESTABLISHMENT OF  
A JOINT MEETING KNOWN AS THE  
DEAL LAKE COMMISSION**

**THIS AGREEMENT**, entered into between the Borough of Allenhurst, City of Asbury Park, Borough of Deal, Borough of Interlaken, Village of Loch Arbour, Township of Neptune and Township of Ocean, municipal corporations of the State of New Jersey, in the County of Monmouth, for the purposes of reestablishing the joint meeting known as the Deal Lake Commission (hereafter "the Commission") in accordance with the provisions of the Consolidated Municipal Services Act of 1952 (*N.J.S.A. 40:48B et seq.*) and for the purposes herein set forth:

**WHEREAS**, Deal Lake borders on each municipality named herein, and is the responsibility of each municipality to the extent that each municipality borders on said Deal Lake, and the municipalities named herein have recognized that there must exist one cooperative body with a continuous existence to manage the welfare of the lake.

**NOW, THEREFORE**, it is agreed as follows:

**ARTICLE I – REESTABLISHMENT**

This Agreement is entered into for the purposes of reestablishing the joint meeting known as the Deal Lake Commission and said Commission is hereby continued in accordance with the terms of this Agreement as hereinafter set forth.

**ARTICLE II – MEMBERSHIP**

1. The Commission shall be comprised of the Borough of Allenhurst, City of Asbury Park, Borough of Deal, Borough of Interlaken, Village of Loch Arbour, Township of Neptune and Township of

Ocean, in accordance with the terms herein set forth, and from other such political subdivisions which may become members of said joint meeting.

2. New members may be admitted to the joint meeting upon adoption of a resolution by the majority of the members of the Commission, which resolution shall contain a modification of the formula of financial contribution contained in Article X of this Agreement, provided, however, that said new member shall not be admitted to membership in the joint meeting until such time as the resolution of the joint meeting shall be ratified by resolution by each existing member municipality of the Commission.

### **ARTICLE III – NATURE AND EXTENT OF SERVICES**

1. The Commission shall have full authority over the maintenance, control and improvement of the lake to the extent said authority is not inconsistent with the State of New Jersey, County of Monmouth or the authority of each bordering municipality of said lake.
2. The Commission shall have the authority to:
  - a. regulate the flow of said lake, including the flow of said waters to the ocean;
  - b. provide electricity, flood gates, silt traps, chemical testing;
  - c. contract for any and all necessary services in order to carry out the purposes of this Charter;
  - d. provide chemical treatment to the said lake for the control of biological growth and the correction of any and all biologically harmful conditions;
  - e. when fiscally reasonable, provide for the dredging of said lake and to enter into any and all agreements to carry out the dredging of the lake;
  - f. improve the lake to a state of balanced ecological stability to enhance recreational opportunities on the lake;
  - g. recommend to each member municipality the adoption of ordinances and rules for the improvement of said lake.
3. In addition to the provisions as set forth in this Article, the Commission shall have any and all powers as granted and conveyed by *N.J.S.A. 40:48B-2.1*.

#### ARTICLE IV – JURISDICTION

1. The Commission shall have jurisdiction over Deal Lake which is hereby described by boundaries as follows:

The eastern boundary shall be Ocean Avenue in the City of Asbury Park and bounded on the North within the Village of Loch Arbour by Edgemont Drive to a point west of the New Jersey Transit Railroad tracks immediately west of Euclid Avenue, and proceeding North along the edge of said lake within the boundary of the Borough of Allenhurst to a point formed north of Cedar Avenue in Allenhurst and west of the New Jersey Transit Railroad tracks; and running further North along the boundary line of the Borough of Deal and also westerly, north of North Edgemere Drive to a point at Monmouth Road, also known as County Highway No. 15;

Said Deal Lake shall also be comprised of the following described bodies of water: that body of water comprising Deal Lake running between South Edgemere Drive in Ocean Township bordering on the Borough of Interlaken to a point slightly west of the intersection of said South Edgemere Drive and Laurel Avenue, Ocean Township, which point is also west of Buttermere Avenue in the Borough of Interlaken;

Also that body of water comprising Deal Lake running north along the boundary of the City of Asbury Park west of the New Jersey Transit Railroad tracks and comprising the boundary line of the Borough of Interlaken and the City of Asbury Park; and running to a point west along Wanamassa Drive in Ocean Township to Wickapecko Drive northerly, encompassing the Borough of Interlaken, then westerly encompassing the body of water between North and South Ditmar Drives;

And also that body of water comprising Deal Lake bordering the City of Asbury Park and the Township of Ocean extending along the borderline of the City of Asbury Park and Ocean Township westerly to a point on Asbury Avenue, which point also comprises the boundary line with the Township of Neptune, and including that portion of Deal Lake within the Township of Ocean

running from Wickapecko Drive westerly along the border of Lincoln Avenue to a westerly point near English Lane.

The above described Deal Lake being in accordance with the survey dated December 16, 1958, revised December 1963, made by William D. Ayers, which survey comprises part of the Tax Map of the Township of Ocean.

2. Jurisdiction shall also extend to any portion or finger of said lake including those portions of any streams, fingers, etc. which are confined solely within the boundaries of any one municipality.
3. The jurisdiction of the Commission shall be designated on a survey attached to this Agreement and made a part hereof, and to the extent any portion of this section is inconsistent with said survey, said survey delineation shall control.
4. Nothing herein shall be deemed to modify any rule of law governing municipal ownership except as expressly delegated herein over the control and/or rights of flowing waters or to modify the paramount rights of the State of New Jersey in navigable waters.

#### **ARTICLE V – EXISTENCE**

The Commission shall have existence for an additional term of ten (10) years, said term to expire on December 31, 2024.

#### **ARTICLE VI – MANAGEMENT**

1. The official representatives of the Commission shall be known as the Management Committee and shall be comprised of one representative from each member municipality which representative shall be appointed annually by the governing body of each respective member municipality. Each member shall hold office for a term of one (1) year, commencing January 1<sup>st</sup> of each year, and until such time as a successor is appointed.
2. In addition to regular members, each municipality may designate an alternate member who may attend the meetings of the Commission in place of the regular members.

3. Each municipality which is a member of the Commission shall be entitled to one vote; said vote shall, in the first instance, be with the regular member, in in his/her absence, the alternate member may cast the vote of his/her municipality.

#### **ARTICLE VII – OFFICERS AND EMPLOYEES**

1. The Commission shall have a Chairman, Vice-Chairman, Treasurer, Chief Financial Officer and Secretary. Each officer shall serve for a term of one year commencing January 1<sup>st</sup>, or until his/her successor shall be installed into office.
2. The duties of each officer shall be as follows:
  - a. CHAIRMAN: shall be responsible for the management and conduct of all meetings and shall call meetings to order and close all meetings. The Chairman may exercise full voting power as the representative of his/her municipality.
  - b. VICE-CHAIRMAN: shall act in the absence of the Chairman and shall chair such committees to which he/she may be appointed by the Chairman;
  - c. CHIEF FINANCIAL OFFICER: shall be responsible for the preparation of the annual budget, keeping of all accounts, payment of all bills, verification of debts and provide a depository for the safekeeping of all funds, and further be responsible for the signing of all checks;
  - d. TREASURER: shall be responsible for the keeping of all accounts, payment of all bills, verification of debts and provide a depository for the safekeeping of all funds, and further be responsible for the signing of all checks in the absence of the Chief Financial Officer;
  - e. SECRETARY: shall be responsible for the keeping of all official records of the Commission;
  - f. In addition, the Chairman may appoint a Clerk who shall have the duties as prescribed by resolution;
  - g. The officers shall have such other duties as may be designated by resolution.
3. All officers shall be entitled to full voting privileges as a member of the Commission.
4. The officers shall have other such duties as shall be designated by resolution and the Commission may establish other officers as may be deemed necessary by the Commission as prescribed by resolution.

5. At the first meeting of the Commission in each calendar year, which meeting shall be in the month of January, an election shall be held for the officers provided for herein. Said election shall be presided over by the Clerk of the Commission. All voting shall be by ballot and all officers shall be elected by a simple majority of all members of the Commission.
6. In the event of the vacancy of any office by death, resignation or other cause, said vacancy shall be filled by a majority vote at a special election, which election shall take place at the next regular meeting following the date of vacancy.
7. The Commission shall have the right to hire any support personnel, including but not limited to accountants, attorneys, engineers, environmental consultants, a Qualified Purchasing Agent in conformance with *N.J.A.C. 5:34-1.2*, secretaries, etc. in accordance with the provisions of the Statutes of the State of New Jersey. All agreements for services shall be limited to a period, but not to exceed four (4) years, or in accordance with New Jersey Statutes, as amended.

#### **ARTICLE VIII – QUORUM**

In order to constitute a quorum, at least four (4) voting members must be present at any meeting. Any action taken by the Commission, however, must be approved by a majority of the entire Commission.

#### **ARTICLE IX – PUBLIC MEETING**

1. All regular meetings shall be open to the public, who shall have the right to address relevant remarks to the Commission. Said provision, however, must be approved by a majority of the entire Commission.
2. The Commission shall have regular meetings as may be established by resolution of the Commission, provided, however, that there shall be at least one meeting during each quarter of the calendar year. Special meetings may be convened by the Chairman, or upon request of two or more officers of the Commission, upon forty-eight (48) hours' notice by telephone or e-mail communication to all members of the Commission.

3. All official action of the Commission shall be by resolution of the Commission.

**ARTICLE X – FINANCES AND BUDGET**

1. Not later than November 1<sup>st</sup> of each year, the Commission shall certify and present to each member municipality a budget that shall have first been adopted by a two-thirds (2/3) majority vote of the members of the Commission. Said budget so adopted shall then become the final budget for the succeeding calendar year.
2. Each municipality shall provide sufficient funds in its annual budget to cover its apportioned share under the terms of this joint Agreement, and to pay over to the management committee its apportioned share, upon presentation of a voucher for same from the Deal Lake Commission.
3. Each member municipality shall contribute to the Commission a proportionate share of the budget. The proportionate share of any member shall not exceed the following formula of apportionment without such member's approval:

Borough of Allenhurst	5.5% of the total budget
City of Asbury Park	22.0% of the total budget
Borough of Deal	3.5% of the total budget
Borough of Interlaken	20.0% of the total budget
Village of Loch Arbour	7.5% of the total budget
Township of Neptune	2.0% of the total budget
Township of Ocean	39.5% of the total budget

4. Said formula shall apply to all budget activities of the Commission. Major capital expenditures not included in budget activities must be approved by the two-thirds (2/3) majority consent of all members of the Commission. In the event any formula for sharing capital expenditures agreed upon by the members cannot be used, in order to secure Federal or State Grants, the proportioned share of each municipality may be determined by mutual agreement after joint

negotiation of all member municipalities, the Commission and other granting or participating governmental divisions or agencies.

5. All payments for services, labor, supplies and material shall be made only after presentation of a properly executed voucher and approval of said payment by majority vote of the Commission.

#### **ARTICLE XI – PUBLIC BIDDING**

1. All contracts, agreements, etc. shall be subject to the Local Public Contracts Law, *N.J.S.A. 40A:11.1 et seq.*, governing public bidding.
2. All contracts, agreements, documents, etc., shall be made in the name of the Commission, and shall be executed by the Chairman and Clerk upon receiving authorization by resolution passed by a majority vote of the members of said Commission.

#### **ARTICLE XII – AMENDMENT AND TERMINATION**

1. This Agreement may be modified and amended in the same manner and with the same formality as the entering into of the original Agreement including the passage of an enabling Resolution by the respective municipalities.
2. This Agreement may be terminated upon the adoption of a resolution by two-thirds (2/3) of the governing bodies of the municipalities then participating in the Commission. Such termination shall not be made effective earlier than the end of the fiscal year next succeeding the fiscal year in which the last of the required number of municipalities adopts such resolution, provided, however, that the resolutions of the two-thirds (2/3) of the municipalities necessary to terminate this Agreement shall be adopted within a period of six (6) months of each other.

#### **ARTICLE XIII – NON-LIMITATION**

Nothing contained herein shall be construed to limit the rights, obligations and duties of the respective municipalities or the rights available to the several municipalities jointly as the Commission




under authority of any statutes of the United States of America or the State of New Jersey except to the extent as expressly delegated herein.


**ARTICLE XV – EFFECTIVE**

This Agreement shall become effective upon its formal adoption by properly adopted Resolutions of the municipalities whose names appear as members herein, and upon signature of the officially designated representative of said municipalities, to this Agreement. Said Agreement shall only become effective upon authorized signature of all the municipalities designated as members of this Agreement.

**IN WITNESS WHEREOF**, the respective member municipalities have hereunto set their hands and caused their official seals to be affixed hereto on the dates set forth opposite the respective signatures.

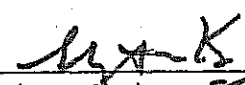
**BOROUGH OF ALLENHURST**, a Municipal Corporation of the State of New Jersey

By:   
David McLaughlin, Mayor  
Date: 10/15/14

  
Lori Osborn, Clerk

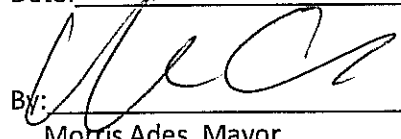
**CITY OF ASBURY PARK**, a Municipal Corporation of the State of New Jersey

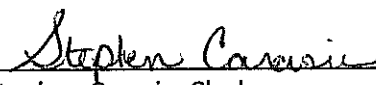
By:   
Myra Campbell, Mayor

  
Lori Osborn, Clerk - Stephen Ray

Date: 12/2/14


**BOROUGH OF DEAL**, a Municipal Corporation of the State of New Jersey

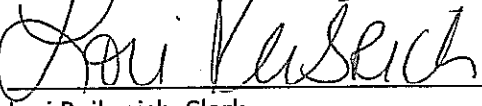
By:   
Morris Ades, Mayor

  
Stephen Carasia, Clerk

Date: 10/30/14

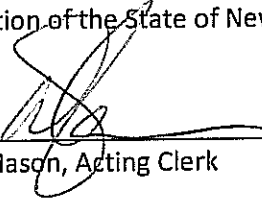
**BOROUGH OF INTERLAKEN**, a Municipal Corporation of the State of New Jersey

By:   
Michael J. Nohilly, Mayor

  
Lori Reibreich, Clerk

Date: 10/17/14

VILLAGE OF LOCH ARBOUR, a Municipal Corporation of the State of New Jersey

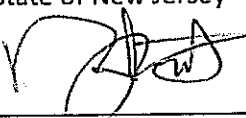


Daniel Mason, Acting Clerk

By: Paul W. Fericola  
Paul Fericola, Mayor

Date: \_\_\_\_\_

TOWNSHIP OF NEPTUNE, a Municipal Corporation of the State of New Jersey

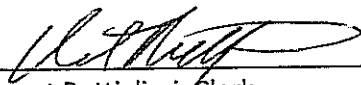


Richard Cuttrel, Clerk

By: [Signature]  
Michael Brantley, Mayor

Date: 12/3/14

TOWNSHIP OF OCEAN, a Municipal Corporation of the State of New Jersey



Vincent Buttiglieri, Clerk

By: [Signature] for  
William F. Larkin, Mayor

Date: 12-3-14