RESOLUTION 2026-204

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT AGREEMENT WITH MONMOUTH COUNTY FOR THE BUCKS MILL PARK FACILITIES IMPROVEMENT PROJECT

WHEREAS, Colts Neck Township ("Township") seeks to make safety and facility improvements to an existing recreational building located at 125 Bucks Mill Road "Bucks Mill Park"; and

WHEREAS, such improvements would include installation of Indoor cameras, outdoor cameras, access panel and card reader with key pad, and padded flooring within the building at Bucks Mill Park; and

WHEREAS, the Township made application to Monmouth County (the "County") for financial assistance under the latter's Municipal Park Improvement Grant Program hereinafter "Program"; and

WHEREAS, the County reviewed the Township's application and found it to be in conformance with the scope and intent of the Program and approved the Township's request for funding; and

WHEREAS, the County has provided the Township with a Grant Agreement for the Township's execution (attached as Exhibit A to this resolution), such agreement to grant the Township $55,000.00 to fund the improvements at Bucks Mill Park; and WHEREAS, the Township believes accepting this grant from the County is in the best interests of the residents, advancing an improvement to Bucks Mill Park that will benefit the community as a whole.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Colts Neck Township that the Township shall accept the grant award of Monmouth County from the latter's Municipal Park Improvement Grant Program for $55,000.00 for purposes of making safety and facility improvements at Bucks Mill Park in Colts Neck as described in the County's Grant Agreement.

BE IT FURTHER RESOLVED that the Township Attorney, Mayor, and/or Township Administrator are hereby authorized to execute all such documents and instruments necessary to effectuate the foresaid Grant Agreement.

I, Brian O'Malley, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during a meeting held on the 28th day of October 2026.

Brian O'Malley, RMC
Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Viola		X			
Deputy Mayor Buzzetta	M	X			
Rizzuto	S	X			
Buss		X			
Tobia		X			
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent					

EXHIBIT A

The County of Monmouth
Municipal Park Improvement Grant Program
Grant Agreement

BETWEEN the Township of Colts Neck, having official offices at, 14 Heyers Mill Rd, Colts Neck, NJ 07722, hereinafter "Grantee," and the Monmouth County Board of County Commissioners, Hall of Records Annex, One East Main Street, P.O. Box 1255, Freehold, New Jersey 07728, hereinafter "County."

This Agreement was entered into by the Monmouth County Board of County Commissioners on:

Date:

WITNESSETH:

WHEREAS, Grantee has made application to the County for financial assistance under the Municipal Park Improvement Grant Program hereinafter "Program"; and

WHEREAS, the County has reviewed said application and has found it to be in conformance with the scope and intent of the Program and has approved Grantee's request for funding;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Grantee agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Grantee agrees to perform the Bucks Mill Park Facilities Improvement Project in the manner set forth in this agreement and Exhibit 1 – Approved Project Description for the consideration stated herein.
2. The period of performance under this Agreement is specified as thirty months from the project selection, for which period, funds are available and allotted. There shall be no obligation on the part of the County to renew or extend this time period.
3. The amount of the award to be provided by the County under this subcontract is $55,000. The County award is based upon the Grantee's application 26-22 to the County for financial assistance dated July 9, 2026 and as supplemented. In the event that the anticipated amount of the Grantee's contribution as provided for in the Program Grant Application decreases, then the County's obligation to provide the award set forth in this paragraph shall be void by the County and at the County's option.
4. The Grantee agrees to provide all funds necessary for completion of the Approved Project (Exhibit 1) and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.
5. Program funds shall be dispersed on a reimbursement basis after the satisfactory completion of the project.
6. Grantee agrees that any Program funds received from the County shall be used only for the purposes described herein.
7. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.
8. The Grantee shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.

9. Grantee shall maintain and preserve all land and improvements described herein and provide such police protection as may be necessary.
10. Grantee shall execute and donate to the County of Monmouth at no charge a Deed of Open Space Easement, pursuant to P.L. 1979, c.378 (C) 13:8B-1 et seq. on any land to be (acquired/developed) using funds received from the Monmouth County Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Trust Fund (N.J.S.A. 40:14-19(d)(5)).which easement shall include the following language.
    a. It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park and open space values of the Property.
    b. The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation and Conservation and Historic Preservation Act, as may be amended from time to time (N.J.S.A. 40:12-15.6b).
    c. The Township of Colts Neck agrees to make and keep the open space accessible to the public, unless the municipality and County determines that public accessibility would be detrimental to the lands, waters or improvements thereon, or to any natural resources associated therewith (N.J.S.A. 40:12-15.6d(3)).
    d. The Township of Colts Neck agrees not to lease, sell, exchange or donate the property described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of County Commissioners and upon such conditions as the Monmouth County Board of County Commissioners may establish (N.J.S.A. 40:12-15.6d(4)), including but not limited to replacement with land of no less or greater utility , acreage, and value.

11. Grantee shall provide a copy of the deed of record to the Program Administrator in care of the Monmouth County Park System for recordkeeping purposes.
12. Grantee shall display a sign on the property reflecting the use of County Open Space funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator.
13. Grantee shall cause the funded property to be listed on the Municipal Recreation and Open Space Inventory at the time it is filed with the New Jersey Green Acres Program or its successor.
14. Grantee shall provide access to the facility/property for County staff to conduct an annual inspection.
15. No official or employee of the Grantee who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.
16. In the event Grantee does not perform any of the services, obligations, or responsibilities provided for under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.
17. The County will provide a Program Administrator for the program that will advise the Grantee in performance of the required services. Contact:

    Monmouth County Park System
    Attn: Municipal Open Space Grant Program
    805 Newman Springs Road
    Lincroft, NJ 07728-1695
    732-842-4000

18. The Grantee, at the request of the County, may be required to prepare a progress report and submit to the County within 30 calendar days after the date requested.

The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed.

19. The Grantee now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.
20. The execution of this Agreement has been authorized by the Grantee's governing body and the Monmouth County Board of County Commissioners.
21. The Grantee shall indemnify and hold the County of Monmouth harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the program, or arising out of, or under this Agreement. The Grantee further agrees to indemnify the County of Monmouth from suits or actions of every nature or description brought against it, or damages received or sustained by any party or parties, by or from any of the acts of the Grantee or of the Grantee's, Director's employees, agents or volunteers.
22. The Grantee shall procure and maintain at its own expense, liability insurance for any personal injury or property damage to be reviewed and accepted by the County of Monmouth caused by the Grantee in its normal and usual course of business. The Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Grantee's obligations assumed in this Agreement and shall not be construed to relieve the Grantee from liability in excess of such coverage.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year first above written.

ATTEST/SEAL

_____

Date _____

Monmouth County Board of County Commissioners

BY _____

_____
County Commissioner Director

ATTEST/SEAL

_____

Date:_____

For the GRANTEE:

BY _____

_____
(Name:_____)

_____
(Title:_____)

Exhibit 1: Approved Project Description

Application #: 26-22

Grantee: Township of Colts Neck

Address: 14 Heyers Mill Rd, Colts Neck, NJ 07722

Municipally Designated Main Contact Person: Colby Marques, Director of Recreation and Parks

E-mail: cmarques@coltsneck.org

Project Name: Bucks Mill Park Facilities Improvement Project

Project Location(s): 125 Bucks Mill Road, Colts Neck, NJ 07722
Block 23, Lot 37

Grant Award: $55,000

Project Performance Period deadline to submit all required close-out documentation for grant reimbursement: June 1, 2029

Project Scope: Safety and facility improvements at the existing recreational building.

Project Elements: Indoor cameras, outdoor cameras, access panel and card reader with key pad, padded flooring with logo.

Project Conditions: County grant funds are payable on a reimbursable basis. The final award shall not exceed the above grant amount or 50% of the actual eligible project costs, whichever is less.