

**BORRUS, GOLDIN, FOLEY
VIGNUOLO, HYMAN & STAHL**

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

2875 US HIGHWAY #1
ROUTE 1 & FINNEGANS LANE
P.O. BOX 7463
NORTH BRUNSWICK, N.J. 08902
(732) 422-1000

DIRECT NUMBER:
(732) 960-2298

—
FAX: (732) 422-1016
E-mail: attys@borrus.com

JACK BORRUS
(1962-2021)

MARTIN S. GOLDIN
(1962-2002)

James E. Stahl, Esq.
jstahl@borrus.com

March 31, 2023

Via Email and FEDERAL EXPRESS

Robert Shepard, Vice Chairman

Zoning Board of Adjustment
Township of Franklin Park
Municipal Building
475 DeMott Lane
Somerset, NJ 08873

Re: Cedar Hills Holdings, LLC
Block 424.12, Lot 6.03
Township of Franklin – Somerset County
Docket No. ZBA-19-00041
Motion for Reconsideration

Dear Mr. Vice Chairman

As you are aware this office represents the Applicant Cedar Hill Holdings LLC (the “Applicant”) with respect to its Application for a Use Variance to permit the continued use of its property at 152 Cedar Grove Lane, Somerset, New Jersey 08873 (the “Premises”) utilizing a portion of the parking area belonging to the Cedar Hill Club Inc. (the “Club”) for parking of staff vehicles and buses.

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During the March 2, 2023 public hearing before the Franklin Township Zoning Board of Adjustment, (the "Board") the Board denied the Applicant's Application by a vote of 4 to 3. Several of the reasons articulated by those members opposed to the Application were, (a) the volume of traffic on Cedar Grove Lane during the morning and afternoon drop-off and pick-up hours, (b) the continued use of the Club for parking and the conflicts associated with that parking, and (c) possible issues relating to the availability of future parking at the Club.

Primarily, it is the position of the Applicant that it has the right to request a reconsideration of this Application. At this time to the best of the knowledge of the Applicant, no formal resolution has been passed by the Board and therefore reconsideration is currently available to the Applicant.

It is well-settled that administrative tribunals, including municipal land use boards, have the "inherent power comparable to that possessed by the courts... to rehear and reconsider." Cohen v. Fair Lawn, 85 N.J. Super, 234, 237 (App. Div. 1964).

The Applicant offers the following facts for reconsideration to the Board in connection with this matter.

1. In addition to the proposed conditions set forth in the Resolution, which Resolution was not approved, the Applicant offers the following amendments to the Application.

(a) Total number of campers would be reduced by 80 campers to a maximum level of 200.

(b) Total staff count would be reduced by 20.

(c) The Applicant would be required to have in place by January of each year, an agreement with the Club with respect to parking consistent with a copy of the form of agreement already executed for the 2023 camp season and annexed hereto as **Exhibit A**.

(d) In the event, for any reason, parking at the Club is not available as set forth in Exhibit A, by the first of any year, or becomes unavailable, then Applicant would be required to provide a reasonable substitute for the camp season for off-site parking which would allow the Applicant to utilize an off-site location for pick-up and drop-off of campers, subject in all events to the reasonable approval of the Board or its designee.

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(e) Applicant would insure that there is a “head counselor” or other person of authority available when camp is in operation to provide for safety of camper movement within the parking lot during the drop-off and pick-up times and to receive any complaints or information from local Franklin Township authorities with respect to the operation of the camp.

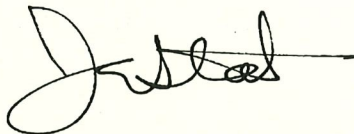
As it appears from the report of Dolan & Dean annexed hereto as **Exhibit B**, the proposal would reduce the traffic generation on Cedar Grove Lane by 30%. It is further submitted that this is an 8 week program one time per year and the Applicant is making all efforts to satisfy the concerns of the Board.

We would like to be on the agenda of the Board for April 13, 2023 to further discuss this Application for reconsideration. A notice as required by the MLUL has been provided with regard to this Application and a request for a favorable response.

The Applicant reaffirms to the Board, that the operator of the camp provides valuable educational and socialization skills to predominately children of Franklin Township.

If you require any future information to consider this request, please feel free to contact me.

Very truly yours,



JAMES E. STAHL

JES/lp
Enclosures

cc: Cedar Hill Holdings, LC (via email only)

EXHIBIT A



CEDAR HILL CLUB, INC.
156 Cedar Grove Lane, Somerset, NJ 08873
Phone: 732-873-2792

CONTRACT Addendum- Between Cedar Hill Club, Inc. and Cedar Brook Day Camp with respect to Parking Lot Usage in 2023.

This amended contract made and entered into this day by and between **Cedar Brook Day Camp** and **Cedar Hill Club, Inc.** for the purpose of Cedar Brook Day Camp's use of Cedar Hill Club's facilities for use of the parking lot in June, July and August 2023.

CONTRACT TERM: This agreement covers CBDC use of designated facilities from June 19th to August 25th, 2023.

PERIOD of USE: June 19, 2023 to August 25, 2023

- CBDC has the ability to utilize the designated areas of the parking lot of CHC

DAYS AND HOURS OF OPERATION:

- **Days:** Five Days per week, Monday thru Friday. Special events for CBDC during July and August 2023.

HOURS OF USE: 7:30am – 6:00pm and Special Events during July and August (please note that CBDC will notify CHC of any special event dates and times ahead of the event)

CHC FACILITY ACCESS:

- Drop Off and Pick-Up from Camp: CBDC families are permitted to utilize the CHC parking lot for drop off and pick up procedures.
- Parking: Designated areas of the parking lot of CHC will be utilized by CBDC families as overflow parking areas for CBDC. All cars must be parked properly between the lines in the parking lot. No more than 30 cars are allowed parked on CHC premises at any time. Cars not parked appropriately will be towed at owner's expense.

CBDC RESPONSIBILITIES:

- All cars entering the CHC parking lot must follow the CHC posted traffic patterns.
- All cars entering the CHC parking lot will respect speed limits and driving safety guidelines
- Cedar Brook Day Camp will setup and collect cones daily going forward to direct morning and afternoon traffic at top of parking lot
- Cedar Brook Day Camp will provide parking lot oversight in morning and afternoon hours and special events. This personnel will be responsible for the safety of CBDC drivers and campers / camper families that are walking through the parking lot. This is especially critical during morning drop off and afternoon pick-up so CBDC will have parking lot attendants during these peak times.

FEES AND PAYMENT REQUIREMENTS:

The fees for CBDC usage of CHC parking facilities for 5 days per week (weekdays only) between June 19, 2023 to August 25, 2023 are:

Description	Fee
June 2023	\$525
July 2023	\$2,100
August 2023	\$2,100
Total	\$4,725
Adjusted Discounted Total	\$4,200

Billing and Payment Cycle

The fees for CHC parking usage will be billed and payment is due from CBDC to CHC or a CHC designated entity as follows:

Service	Billing Date	Payment Due	Payment Amount*
June and July 2023 Parking Lot Usage	July 1, 2023	July 30, 2023	\$2,100
August 2023 Parking Lot Usage	August 1, 2023	August 15, 2023	\$2,100

A late charge of one percent (1%) per week will accrue on amounts not paid by payment due date of the invoice. If payment on invoices is past due more than 7 days, CHC reserves the right to refuse entry to the premises until payment is received. CHC reserves the right to require payment of outstanding fees prior to resuming access to CHC for the camp. All costs of collection of amounts due and owing hereunder shall be paid by CBDC.

Terms and Conditions

PROPERTY OR FACILITY DAMAGE: CBDC agrees to pay for any property or facility damage that is caused by CBDC usage. CHC staff will complete pre and post-CBDC visit assessments of facilities and document damage.

CERTIFICATE OF INSURANCE: CBDC will provide CHC with proof of certificate of insurance with proof that utilization of CHC facilities is covered by CBDC. There must be a certificate of insurance for commercial general liability insurance coverage provided by CBDC in the amount of 3 million dollars per occurrence and three million dollars in aggregate. Coverage should include The Cedar Hill Club as additional insured and be deemed as primary coverage and CBDC MUST provide a copy of the endorsement issued by the insurance carrier to support the "additional insured" status by June 1, 2023.

RISK: All persons using any of CHC's facilities do so at their own risk. CHC is NOT responsible for accidents or injury or for loss or damage to personal property sustained in connection with the use of the club's facilities.

HOLD HARMLESS To the maximum extent permitted by law, CBDC agrees to defend, indemnify and hold harmless CHC, their employees, board members, members, agents and representatives, from and

against all loss or expense, including but not limited to judgements, settlements, attorney fees, and costs for bodily injury, death or property damage, by reason of the acts of any and all agents and representatives, arising out of any act or omission under or in connection with the use of the pool, except only such injury as shall have been occasioned by the sole negligence of CHC, its appointed and elected officers, employees, agents or representatives. To the extent any of the damages referenced herein were caused by or resulted from the negligence of CHC, its appointed and elected officers, employees, agents or representatives this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence.

I, the undersigned, have read the above items and agree to the terms and requirements as set forth in this agreement.

I, the undersigned, have read the above items and agree to the terms and requirements:

Cedar Brook Day Camp Representative's Name
(printed): Galen Smith
Signature: [Signature] Date: 1/3/23

CHC Board President's Name (printed): Jim D' Ambrosio

Signature: Jim Dambrosio Date: 1/3/23

EXHIBIT B



181 WEST HIGH STREET
SOMERVILLE, NJ 08876

908 927 0100 p
908 927 0181 f

March 24, 2023

Via Email: peter@borrus.com

Peter Lanfrit, Esq.
Borrus, Goldin, Foley, Vignuolo, Hyman & Stahl
2875 US Route One
North Brunswick, NJ 08902

Re: Cedar Hill Prep School – Summer Camp
Block 424.12, Lot 6.03
Township of Franklin
Somerset County, New Jersey

Dear Mr. Lanfrit:

It is our understanding that changes are proposed for the Cedar Hill Summer Camp that will further reduce trip generation. Specifically, the camp enrollment will be reduced from 280 children to 200 children. In addition, the number of staff will be reduced by 20. As a result, trip generation should be reduced approximately 30%. Otherwise, the operational procedures addressed in our December 8, 2022 report will be followed, to ensure safe and efficient drop-off and pick-up for the summer camp.

Very truly yours,

DOLAN & DEAN
CONSULTING ENGINEERS, LLC

A handwritten signature in black ink, appearing to read "Elizabeth Dolan", is written over a white background.

Elizabeth Dolan, P.E.

Enclosures Attached
11062
ED/sll
Somerset\Public\Map\Cedar Hill Drop Documents\020401-201 Letter Letter