

**RESOLUTIONS ADOPTED BY CITY COUNCIL 1-9-18**

**R1-18** RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A DECLARATION OF DEED RESTRICTION (ONE NORWOOD AVENUE)

**R2-18** RESOLUTION SUSTITUTING SUBDIVISION BONDS FOR PIER VILLAGE PHASE III

**R3-18** RESOLUTION STORAGE LOCKERS, BATHHOUSES AND CABANAS- 2018 SUMMER SEASON

**R4-18** RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HEL BY LB LICENSE, INC., STATE LICENSE #1325-34-029-012 FOR THE 2017/2018 LICENSE TERM

**R5-18** RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY PIER VILLAGE III LIQUOR LICENSE 1 LLC, STATE LICENSE #1325-33-024-004 FOR THE 2017/2018 LICENSE TERM

**R6-18** RESOLUTION AUTHORIZING A CONTRACT APPOINTING TIMOTHY F. MCCOUGHRAN, ESQ., AS CONFLICT MUNICIPAL COURT JUDGE

**R7-18** RESOLUTION AWARDING CONTRACT FOR PURCHASE OF TWO (2) 2018 FORD F-250 SRWXL 4WD SUPER CAB TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS

**R8-18** RESOLUTION DESIGNATING STAVOLA ASSOCIATES AS REDEVELOPER FOR A PORTION OF THE BEACHFRONT NORTH REDEVELOPMENT AREA SECTOR AND AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT

**R9-18** RESOLUTION 2018 TEMPORARY BUDGET

**R10-18** RESOLUTION APPROVAL PAYMENT OF BILLS

**R11-18** RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE YEAR 2018

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH  
TO EXECUTE A DECLARATION OF DEED RESTRICTION**

**WHEREAS**, the City of Long Branch is the owner in fee simple of certain real property and the improvements thereon located in the City of Long Branch, known as Lot 12, Block 173 of the official Tax Map of the City of Long Branch, commonly known as One Norwood Avenue; and

**WHEREAS**, the soils on said property have been contaminated by discharges of hazardous waste substances within the meaning of the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 (the "Spill Act"); and

**WHEREAS**, the City of Long Branch represents that remediation of the contamination is estimated to cost as least \$124,744; and

**WHEREAS**, the New Jersey Brownfield and Contamination Site Remediation Act NJSA 58:10B-1.1 et seq. (the "Remediation Act") authorizes EDA to award a municipality with a grant from the Hazardous Discharge Site Remediation Fund (the "HDSRF Grant") pursuant to the Remediation Act of up to 75% of the costs of the remedial action for a project involving the redevelopment of contaminated property for recreation and conservation purposes; and

**WHEREAS**, subject to the compliance with the Remediation Act, and based upon the City of Long Branch's representations regarding the intended use of the property for public open space, the New Jersey Department of Environmental Protection ("DEP") has recommended to the EDA that the client be awarded a HDSRF grant of up to 75% of the costs of the remedial action with respect to the property because the remedial action would foster public outdoor recreation or conservation; and

**WHEREAS**, in reliance on DEP's recommendation and subject to, among other things, the City of Long Branch entering into a Declaration of Deed Restriction, the EDA has awarded the City of Long Branch an HDSRF grant in the amount of \$56,998.00; and

**WHEREAS**, the grant of the Deed Restriction by the City of Long Branch will help to ensure that the property is rehabilitated and reused consistent with the Redevelopment Plan; and

**WHEREAS**, the City of Long Branch, having the authority to do so, intends to enter into this Deed Restriction in order to ensure that the property is preserved for open space for the benefit of the public; and

**WHEREAS**, the Deed Restriction, annexed hereto and made a part hereof as Exhibit A, is in the best interest of the City of Long Branch.

**IT IS HEREBY RESOLVED**, by the Council of the City of Long Branch that the Mayor of the City of Long Branch, being the same, is hereby authorized to execute the deed restriction for One Norwood Avenue, in the form annexed hereto and made a part hereof.

MOVED:

*Bustelli*

SECONDED: *Sinanni*

AYES: *4*

NAYES: *X*

ABSENT: *1-Billings*

ABSTAIN: *X*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF

RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON *January 9, 2018*

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS *9* DAY OF *January*, *2018*.

*Kathy L. Schmelz*  
MUNICIPAL CLERK, R.M.C.

## **EXHIBIT A**

---

## DECLARATION OF DEED RESTRICTION

### THIS DECLARATION OF DEED RESTRICTION ("Deed Restriction")

is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by the City of Long Branch whose address is 344 Broadway, Long Branch, County of Monmouth New Jersey ("Declarant") in favor of the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, having an address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 ("EDA").

### WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property and the improvements thereon located in the City of Long Branch and County of Monmouth, State of New Jersey designated as Lot 12, Block 173 of the official Tax Map of the City of Long Branch, commonly known as One Norwood Ave, all as particularly described in Exhibit A, attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the soils of the Property have been contaminated by discharges of hazardous substances within the meaning of the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 (the "Spill Act"), and

WHEREAS, Declarant represents that remediation of the contamination is estimated to cost at least \$ 124,744.00; and

WHEREAS, the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1.1 et seq. (the "Remediation Act"), authorizes EDA to award a municipality with a grant from the Hazardous Discharge Site Remediation Fund (the "HDSRF Grant") pursuant to the Remediation Act of up to 75% of the costs of the remedial action for a project involving the redevelopment of contaminated property for recreation and conservation purposes, provided that the use of the property for recreation and conservation purposes is included in the comprehensive plan for the development or redevelopment of the contaminated property, and provided that use of the property is preserved for recreation and conservation purposes by conveyance of a deed restriction, which shall be recorded and indexed with the deed in the registry of deeds for the county in which the Property is located; and

WHEREAS, subject to the Declarant's compliance with the Remediation Act, and based on Declarant's representations regarding the intended use of the Property for public open space, the New Jersey Department of Environmental Protection ("DEP") has recommended to the EDA that the Declarant be awarded a HDSRF Grant of up to 75% of

the costs of the remedial action with respect to the Property because the remedial action would foster public outdoor recreation or conservation; and

WHEREAS, in reliance on DEP's recommendation and subject to, among other things, Declarant entering into this Declaration of Deed Restriction, the EDA has awarded Declarant an HDSRF Grant in the amount of \$ 56,998.00; and

WHEREAS, the grant of this Deed Restriction by Declarant will help to ensure that the Property is rehabilitated and reused consistent with the Redevelopment Plan; and

WHEREAS, the Declarant, having the authority to do so, intends to enter into this Deed Restriction in order to ensure that the Property is preserved for open space for the benefit of the public .

NOW THEREFORE, in consideration of the award of the HDSRF Grant to Declarant and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Declarant hereby irrevocably grants, bargains, sells, and conveys unto the EDA, TO HAVE AND TO HOLD the same unto EDA, its successors and assigns forever, this Deed Restriction in perpetuity.

1. Deed Restriction for Recreation/Conservation. Declarant hereby conveys, transfers, assigns and grants to the EDA, and its successors and assigns, this Deed Restriction solely with respect to Property.
2. Scope of Deed Restriction. This Deed Restriction conveys to EDA a limited interest in Property only as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

(a) Declarant agrees to prevent any disturbance or development on the Property in perpetuity. Public open access is to be permitted when the intended use of the Property is for recreation purposes.

(b) The NJDEP has approved a Remedial Action Work ("RAW") Plan or the Declarant obtains a RAW from an LSRP for the site that includes soil excavation, engineering control installation and park construction work. Declarant agrees to effectuate the remediation in a timely manner consistent with the terms of the RAW.

(c) Declarant retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Property. Declarant agrees at all times to use reasonable efforts to maintain the Property in a good and sound state of repair and shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Declarant.

- (d) Declarant agrees not to obstruct the substantial and regular opportunity of the public to access and utilize the Property when it has been designated for recreational activities; and
- (e) Declarant and its successors and assigns forever reserve the fee title to the Property and incidents of ownership therein, other than the Deed Restriction, all to the extent not inconsistent with the terms and purposes of the Deed Restriction granted herein.

3. Title. Declarant warrants as of the date hereof good and sufficient title to the Property free from all encumbrances that would interfere with this Deed Restriction and hereby promises to defend the same against all claims that may be made in connection therewith. Declarant warrants that there are no mortgage liens on the Property on the date hereof. All mortgages and liens filed against the Property after the date hereof shall in all respects be subordinate to the lien of this Deed Restriction.

4. Inspection, Reporting and Right of Entry. At least annually, and on changes in possession, during reasonable hours, on written notice, the EDA or EDA's agents may enter and inspect the Property to determine a breach, default or violation of this Deed Restriction ("Violation"), and for enforcement of its terms. A failure to inspect by the EDA and/or its agents shall not be deemed to constitute a waiver of these rights.

5. Nature and Duration. The covenants, conditions and restrictions in this Deed Restriction shall be a burden upon and run with the land constituting the Property in perpetuity and are binding upon Declarant and the successors and assigns of Declarant for the benefit of the public. Declarant agrees that the terms, conditions, restrictions and purposes of this Deed Restriction will be inserted in any subsequent deed, lease, sublease or other legal instrument that includes any portion of the Property by which Declarant divests itself of any interest in the Property.

6. Transfer Notices. Declarant shall provide the EDA with written notice of any transfer or change in ownership of the Property, including but not limited to the name and address of the new owner, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

7. Remedies – Breach/Default. In addition to, and not in limitation of, any other rights of the EDA hereunder or at law or in equity, if the EDA determines that a Violation of this Deed Restriction has occurred or that a Violation is threatened, the EDA shall give written notice to Declarant of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Declarant fails to cure the Violation after receipt of notice thereof from the EDA, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the EDA, fails to begin curing such Violation within the time period dictated by the EDA, or fails to continue diligently to cure such Violation until finally cured, the EDA may bring an action at law or in equity in a court of competent jurisdiction:

- (a) to enjoin and/or cure such Violation;

(b) to enter upon the Property and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Property affected by such Violation to the condition that existed prior thereto;

(c) to seek or enforce such other legal and/or equitable relief or remedies as the EDA deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Deed Restriction; or

(d) to exercise any rights and remedies it may have against Declarant under the HDSRF Grant agreement, which rights and remedies shall be applicable to Declarant's successors and assigns under this Deed Restriction.

8. EDA's Rights – Immediate Action. If the EDA, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, the EDA may pursue its remedies under paragraph 7 above without prior notice to Declarant or without waiting for the period provided for cure to expire. The EDA's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Deed Restriction. Declarant agrees that the EDA's remedies at law for any Violation of the terms of this Deed Restriction are inadequate and that the EDA shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the EDA may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the State of New Jersey or any of its departments or agencies' rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

9. EDA's Right of Transfer. The EDA reserves the right to transfer, assign, or otherwise convey this Deed Restriction to any other entity or person to enforce the provisions of this Deed Restriction. The Deed Restriction shall inure to the benefit of, and be binding upon, all assignees, transferees and successors in interest of EDA. Declarant shall pay any fee charged by such entity or person to perform those services.

10. Enforcement. Enforcement of the terms of this Deed Restriction shall be at the discretion of the EDA, and any forbearance by the EDA to exercise its rights under this Deed Restriction in the event of any Violation by Declarant shall not be deemed or construed to be a waiver by the EDA of such term or of any subsequent Violation of any of the EDA's rights under this Deed Restriction. No delay or omission by the EDA in the exercise of any right or remedy upon any Violation by Declarant shall impair such right or remedy or be construed as a waiver of such right or remedy.

11. Cost Reimbursement: Declarant agrees to reimburse the EDA for any costs incurred by the EDA in enforcing the terms of this Deed Restriction against Declarant, and including, without limitation, the cost of any action taken to remedy an actual or threatened Violation and the reasonable costs of suit and attorney's fees.

12. Indemnification. Declarant agrees to defend, indemnify and hold harmless the EDA, its employees, members, and agents and the State of New Jersey from and against any

and all claims, liabilities, losses, damages, injuries, costs, or expenses that may arise in connection with or on account of the Property or the Deed Restriction.

13. Insurance. The Declarant agrees that it shall keep the Property insured consistent with the insurance requirements of any lender. In the event that there is no lender, Declarant agrees to maintain replacement insurance coverage for Property. Upon the request of the EDA, Declarant agrees to provide EDA with a Certificate of Insurance evidencing the replacement coverage insurance EDA has procured in compliance with this paragraph.

14. Notices. Any notice, demand, request, consent, approval or communication under this Deed Restriction shall be sent by certified mail, return receipt requested or reliable overnight carrier, addressed as follows:

To Declarant:

City of Long Branch  
344 Broadway  
Long Branch, New Jersey, 07740

To the EDA:

EDA's address for the purpose of notice is:  
36 West State Street  
PO Box 990  
Trenton, NJ 08625-0990

A party may change the address or person to whom notices are required to be given by notice given in the manner above required.

15. Entire Agreement and Severability. This instrument and the attached Exhibit contain the entire agreement of the parties with respect to the Deed Restriction and supersedes any prior agreements relating to the Deed Restriction. If any provision of this Deed Restriction is held unenforceable by a court of competent jurisdiction, the remainder of the Deed Restriction shall continue in full force and effect.

16. Amendments. This Deed Restriction may only be amended by a written instrument signed by Declarant and EDA, and/or their successors and assigns, provided that any amendment shall be null and void if it is not consistent with the public recreation or conservation purposes of this Deed Restriction and would cause the Deed Restriction to not qualify as a conservation and preservation deed restriction under the Remediation Act.

17. Effective Date: This Deed Restriction shall be effective immediately.

18. Miscellaneous.

- a. The laws of the State of New Jersey shall govern the interpretation and performance of this Deed Restriction.
- b. The captions in this Deed Restriction have been inserted solely for convenience of reference and are not a part of this Deed Restriction and shall have no effect upon construction or interpretation.
- c. Execution of this Deed Restriction does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

*(Signatures follow on next page)*

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date set forth above and directs that this instrument be recorded in the Office of the Monmouth County Clerk.

DECLARANT:

By:

Name: Adam Schneider  
Title: Mayor

ATTEST:

, Secretary

STATE OF NEW JERSEY )  
COUNTY OF ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a  
Notary Public in \_\_\_\_\_ and for said County and State, personally appeared

known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed this instrument.

WITNESS my hand and official seal.

## Notary Public

## EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

### One Norwood Avenue, Long Branch, Monmouth County, New Jersey

All that parcel of land known as Lot 12 in Block 173, in the City of Long Branch, as shown on the official and current Tax Map Sheet No. 18 of the City of Long Branch, Monmouth County, New Jersey, revised to July 1, 2014, bounded and described as follows:

Beginning at a point on the existing easterly right-of-way (R.O.W.) line of Norwood Avenue fronting Lot 12 in Block 173 (unknown R.O.W. width), said point being the southwesterly corner of said Lot 12 and also located on the common property boundary line of Lot 12 with Lot 11 in Block 173, and from said beginning point, running thence:

1. Northerly, along the existing easterly R.O.W. line of Norwood Avenue, a distance of 62 feet (per tax map) to a point of curvature, thence;
2. In a general northerly, easterly and southerly direction, along the existing R.O.W. line of Norwood Avenue and then Bath Avenue, on a curve to the right of an unknown radius, an arc distance of 33.29 feet (per tax map) to a terminus point, thence;
3. Easterly, along the existing southeasterly R.O.W. line of Bath Avenue, a distance of 3.26 feet (per tax map) to a point where said line intersects with the southwesterly R.O.W. line of Bath Avenue, thence;
4. Southeasterly, along the existing southwesterly R.O.W. line of Bath Avenue (50 feet wide R.O.W.), a distance of 71 feet (per tax map) to a point where said line intersects with the common property boundary line of Lot 12 with Lot 11 in Block 173, thence;
5. Southwesterly, along the common property boundary line of Lot 12 with Lot 11 in Block 173, a distance of 26.25 feet (per tax map) to an angle-point, thence;
6. Westerly, continuing along the common property boundary line of Lot 12 with Lot 11 in Block 173, a distance of 65 feet (per tax map) to the point or place of BEGINNING.

Containing approximately 0.0886 acre of land (per tax assessor record).

The above description is and is intended to describe all of Lot 12 in Block 173 in the City of Long Branch, Monmouth County, New Jersey. The above-description has been drawn from the aforementioned tax map and not from a survey prepared by the undersigned and is therefore subject to such facts as an accurate title search and boundary survey of the above-described property may disclose.

**RESOLUTION SUBSTITUTING SUBDIVISION BONDS FOR  
PIER VILLAGE PHASE III**

**WHEREAS**, the developer, Pier Village III Urban Renewal Company LLC, 805 Third Avenue, New York, New York 10022 posted with the City of Long Branch subdivision bond 800001937 in the amount of \$6,670,090.80 dated 11<sup>th</sup> of November, 2015; and

**WHEREAS**, the developer wishes to replace that bond with a new bond number 1001085572 issued by U.S. Specialty Insurance Company in the about of \$6,670,090.80 to the City of Long Branch for improvements to Pier Village - Phase 3A Block 222, lots 1-14, 15.01, 15.02, 22 and 23, in the City of Long Branch, County of Monmouth; and

**WHEREAS**, the chief financial officer has approved said subdivision bond to replace bond number 800001936; and

**WHEREAS**, Pier Village III Urban Renewal LLC has posted a subdivision bond number 800001936 to the Long Branch Sewerage Authority in the amount of \$113,355.08 issued by the Atlantic Specialty Insurance Company for improvements to Pier Village Phase 3; and

**WHEREAS**, Pier Village III Urban Renewal LLC wishes to replace that bond with bond number 1001085571 issued to Pier Village III Urban Renewal Company LLC by U.S. Specialty Insurance Company in the amount of \$113, 355.08 to the Long Branch Sewerage Authority, 150 Joline Avenue; and

**WHEREAS**, the chief financial officer of the City of Long Branch has approved said subdivision bond replacement;

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Long Branch that subdivision bond number 800001937 issued by Atlantic Specialty Insurance Company to Pier Village III Urban Renewal LLC for the benefit of the City of Long Branch in the amount of \$6,670,090.80 being the same is hereby replaced by subdivision bond number 1001085572 issued by U.S. Specialty Insurance Company on behalf of Pier Village III Urban Renewal Company LLC to the City of Long Branch in the amount of \$6,670,090.80 in the form annexed hereto and made a part hereof as Exhibit A;

**BE IT FURTHER RESOLVED** that subdivision bond number 800001936 issued by Atlantic Specialty Insurance Company on behalf of Pier Village III Urban Renewal Company LLC in favor of the Long Branch Sewerage Authority in the amount of \$113,355.08 being the same is hereby replaced by subdivision bond number 1001085571 issued by U.S. Specialty Insurance Company on behalf of Pier Village III Urban Renewal Company LLC in favor of the Long Branch Sewerage Company in the amount of \$113,355.08 in the form annexed hereto and made a part hereof as Exhibit B;

**BE IT FURTHER RESOLVED**, that the cancelled bonds shall be returned to Pier Village III Urban Renewal Company LLC; and

**BE IT FURTHER RESOLVED**, that the replacement bonds shall remain on file with the City of Long Branch at the Clerk's office and with the Chief Financial Officer of the City of Long Branch until further resolution of the Council of the City of Long Branch.

INTRODUCED:

KATHY L. SCHMELZ, RMC, City Clerk

ADOPTED:

ADAM SCHNEIDER, Mayor

MOVED: *Bustelli*.

SECONDED: *Sirianni*

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 4

NAYES: 0

ABSENT: 1-Billings

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON January 9, 2018  
IN THE CITY OF LONG BRANCH, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10th DAY OF January 2018  


## EXHIBIT A

### SUBDIVISION BOND

Bond No. 1001985572

KNOW ALL MEN BY THESE PRESENTS, that we, Pier Village III Urban Renewal Company, LLC,  
629 Third Avenue New York, NY 10022,

as Principal, and U.S. Specialty Insurance Company  
authorized to do business in the State of TX, as Surety, are held and firmly bound unto  
City of Long Branch, 344 Broadway, Long Branch, NJ 07740,  
as Obligee, in the penal sum of Six Million Six Hundred Seventy Thousand Nine Hundred Dollars and Eighty Cents  
(\$6,000,000.00) DOLLARS, lawful money of  
the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, Pier Village III Urban Renewal Company, LLC  
has agreed to construct in Long Branch, NJ  
the following improvements: Pier Village - Phase 3A, Block 222, Lots 1-14, 15 C1, 15 D2, 22 & 23, City of Long Branch  
Monmouth County, NJ - I PER-704

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall  
construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or  
damage, by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full  
force and effect.

Signed, sealed and dated this 30th day of November 2012

Pier Village III Urban Renewal Company, LLC  
Principal

By: *Gary Barnett*  
GARY BARNETT

U.S. Specialty Insurance Company  
Surety  
BY: *Erik Johansson*  
Erik Johansson, Attorney in Fact

## EXHIBIT B

### SUBDIVISION BOND

Bond No. 1001085571

KNOW ALL MEN BY THESE PRESENTS, that we Pier Village III Urban Renewal Company LLC

600 Third Avenue New York, NY 10022

as Principal, and U.S. Specialty Insurance Company

authorized to do business in the State of TX, as Surety, are held and firmly bound unto

Long Branch Subdivision Authority, 150 Julian Avenue, P.O. Box 720, Long Branch, NJ 07740-0720

as Obligee, in the penal sum of One Hundred Thirteen Thousand Three Hundred Fifty Five Dollars and Eight Cents

(\$ 113,355.08 ) DOLLARS, lawful money of

the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Pier Village III Urban Renewal Company LLC

has agreed to construct in Long Branch, NJ

the following improvements: Pier Village - Phase 3, Block 222, Lots 1-14, 15,01-16,02, 22 & 23, City of Long Branch

Middlesex County, NJ - MC Project No. 1100-733

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 30th day of November, 2017.

Pier Village III Urban Renewal Company, LLC

Printed

By: 

George J. DiMino, Jr.

U.S. Specialty Insurance Company

Printed

By: 

Mark L. Johnson, Attorney in Fact

**RESOLUTION # 318**  
**STORAGE LOCKERS, BATHHOUSES**  
**AND CABANAS – 2018 SUMMER SEASON**

**WHEREAS**, on March 10, 2015 the City Council of the City of Long Branch adopted Resolution #60-15 setting forth terms and conditions for the rental of storage lockers, bathhouses and cabanas within the City of Long Branch; and

**WHEREAS**, the resolution states that the City will advertise the availability of rental of said storage lockers, bathhouses and cabanas by posting on the website of the City of Long Branch, using various types of social media available to the City for advertising said rental.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch as follows:

- Existing renters shall have the first right to renew their storage lockers for the following season until March 1<sup>st</sup> after which rentals shall be made on a first come , first served basis
- Storage Locker, Bathhouses and Cabanas shall be rented on a first come first served basis beginning March 10, 2018 from 9:00 am through 1:00 pm at the Long Branch Recreation Department located at the Bucky James Community Center, 231 Wilbur Ray Boulevard, Long Branch, NJ
- All approved applicants shall be required to pay the full rental price in advance by cash or personal check and sign a lease
- Annual rental for the storage locker shall be \$375.00
- Annual rental for a bathhouse shall be \$1,000.00
- Annual rental for a cabana house shall be \$2,750.00
- Rental of the Storage Locker, Bathhouses and Cabanas shall be for the beach season which is Memorial Day through Labor Day from dawn until dusk on a daily basis throughout the beach season
- Any violations of the rules governing the beaches of the City by a renter shall be subject to termination of the rental agreement at the sole

discretion of the City Business Administration which includes but is not limited to termination of the rental agreement and forfeiture of any monies paid as of that date

**BE IT FURTHER RESOLVED** that the terms and conditions are listed on the lease agreement and also in the City's code book, Chapter 116, section 8.

MOVED: *Bastelli*

SECONDED: *Sirianni*

AYES: 4

NAYES: Ø

ABSENT: 1- Billings

ABSTAIN: Ø

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCAMMIS, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FORGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON

THE TWENTIETH DAY OF JANUARY, ONE THOUSAND EIGHTY-EIGHT  
MY NAME AND TITLE ARE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY, THIS 10th day of January, 1988

*January 9, 2018*  
*January 10, 1988*  
*Kathy L. Scammis*

R# 4-18

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE  
HELD BY LB LICENSE, INC., STATE LICENSE  
#1325-34-029-012 FOR  
THE 2017/2018 LICENSE TERM**

**WHEREAS**, LB License, Inc. filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2017/2018 license term; and

**WHEREAS**, tax clearance has been received from the Division; and

**WHEREAS**, the ruling determined that good cause exists for the City to consider the application; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby approve the license held by LB License, Inc. state license #1325-34-029-012 for the 2017/2018 license term.

MOVED: Bestelli.  
SECOND: Sirianni  
  
AYES: 4  
NAYES: 0  
ABSENT: 1-Billing S  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCARLE, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON January 1, 2018  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10th day of January, 2018  
Kathy L. Scarle, M.C.

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

LIC. NO. 1325-34-029-012  
DOCKET NO. 07-17-1125  
JOB NO. 176842

BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 1325-34-029-012 for the 2017-2018 and 2018-2019 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

I have reviewed the petition filed in this matter and have considered all the facts and circumstances related to the inactive status of this license. I find that the petitioner or licensee has established good cause in accordance with the statutory requirements to warrant an application for renewal of the license for the 2017-2018 and 2018-2019 license term(s).

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2017-2018 and 2018-2019 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal, including obtaining a tax clearance.

Please note that the approval granted herein is conditional, and is based upon the representations set forth in the petitioner's notarized letter(s). This approval is subject to review and/or modification should the factual circumstances warrant.

DAVID P. RIBLE  
DIRECTOR

DATED: December 17, 2017

R# 5-18

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE  
HELD BY PIER VILLAGE III LIQUOR LICENSE 1 LLC, STATE LICENSE  
#1325-33-024-004 FOR  
THE 2017/2018 LICENSE TERM**

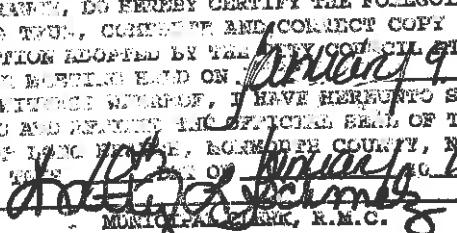
**WHEREAS**, Pier Village III Liquor License 1 LLC filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2017/2018 license term; and

**WHEREAS**, tax clearance has been received from the Division; and

**WHEREAS**, the ruling determined that good cause exists for the City to consider the application; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby approve the license held by Pier Village III Liquor License 1 LLC state license #1325-33-024-004 for the 2017/2018 license term.

MOVED: Bastell  
SECOND: Sirianni  
AYES: 1  
NAYES: 0  
ABSENT: I-Billings  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, JEREMY L. BILLINGS, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, CORRECT AND COMPLETE COPY OF  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON January 9 2018  
IN WITNESS WHEREOF, I HAVE HERETOSET  
MY HAND AND SEALED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY, THIS 9 day of January, 2018  
  
MUNICIPAL CLERK, R.M.C.

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

LIC. NO. 1325-33-024-004

DOCKET NO. 06-17-541

JOB NO. 160770

IN THE MATTER OF THE APPLICATION )  
TO PERMIT THE RENEWAL OF AN )  
INACTIVE LICENSE PURSUANT TO ) SPECIAL RULING  
N.J.S.A. 33:1-12.39 FOR THE 2017-2018 )  
AND 2018-2019 LICENSE TERM(S) )  
PIER VILLAGE III LIQUOR LICENSE 1 )  
LLC )

---

BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No.1311-33-024-004 for the 2017-2018 and 2018-2019 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

I have reviewed the petition filed in this matter and have considered all the facts and circumstances related to the inactive status of this license. I find that the petitioner or licensee has established good cause in accordance with the statutory requirements to warrant an application for renewal of the license for the 2017-2018 and 2018-2019 license term(s).

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2017-2018 and 2018-2019 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal, including obtaining a tax clearance.

Please note that the approval granted herein is conditional, and is based upon the representations set forth in the petitioner's notarized letter(s). This approval is subject to review and/or modification should the factual circumstances warrant.

  
DAVID P. RIBLE  
DIRECTOR

DATED: December 27<sup>th</sup>, 2017

**RESOLUTION AUTHORIZING A CONTRACT APPOINTING  
TIMOTHY F. McGOUGHAN ESQ.  
AS CONFLICT MUNICIPAL COURT JUDGE**

**WHEREAS**, there are occasions when the City's Municipal Court Judge must recuse himself from hearing certain matters before the Court, and it is necessary that the City of Long Branch appoint an attorney to serve as Conflict Judge; and

**WHEREAS**, it is the recommendation of the Municipal Court Judge and the Court Administrator that it is in the best interest of the City and the Court to appoint Timothy F. McGoughan, Esq. to serve as Conflict Judge; and

**WHEREAS**, the value of this contract does not exceed \$17,500, and therefore is not subject to N.J.S.A. 19:44A-20.5 et seq.; and

**WHEREAS**, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and political Contribution Affidavit, annexed hereto, will serve as acknowledgement by Timothy F. McGoughan, on behalf of the firm, that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds from attached hereto, that funds are available in the 2018 Budget, Municipal Court, Appro. # 8-01-128-202, in an amount not to exceed \$3,000.00; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch, that Timothy F. McGoughan, is hereby appointed as Conflict Judge for the Municipal Court, for the 2018 calendar year, for the sum of \$400 per court session, in an amount not to exceed \$3,000.00.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

MOVED: *Bustelli*  
SECONDED: *Srianni*  
AYES: *4*  
NAYES: *0*  
ABSENT: *1-Billings*  
ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON January 7, 2018

IN WITNESS WHEREOF, I HAVE HEREBUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 7 DAY OF January 2018

*Kathy L. Schmelz, M.C.*

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

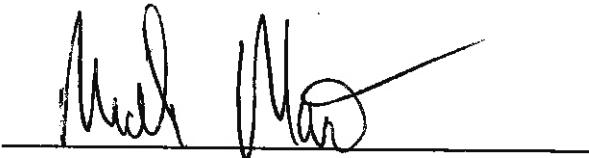
**CONFlict JUDGE**

Said contract being made as follows:

**TIMOTHY F. McGOUGH RAN, ESQ. \$3,000.00**

Said funds being available in the form of:

**PENDING APPROVAL OF THE 2018 TEMPORARY BUDGET APPRO #8-01-128-202 \$3,000.00**



1/3/18

**Date**

Michael Martin, Chief Financial Officer

**RESOLUTION AWARDING CONTRACT FOR  
PURCHASE OF TWO (2) 2018 FORD F-250 SRWXL 4WD  
SUPER CAB TRUCKS FOR  
THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, the City has the need to purchase work trucks for use by the Department of Public Works; and

**WHEREAS**, in accordance with NJSA 40A:11-12, the City may award a contract without public advertising for bids when purchasing under any contract entered into on behalf of the State of New Jersey by the Division of Purchase and Property in the Department of Treasury; and

**WHEREAS**, there exist New Jersey State Contracts for said equipment from various vendors, and it is the recommendation of the Public Works Director and the Purchasing Agent that the brand of equipment, as detailed in Attachments A, annexed hereto, will best meet the needs of the Public Works Department and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from, Appropriation Line Item # G-12-043-401, in the amount of \$6,739.19. # G-13-043-401, in the amount of \$45,000.00 # G-15-043-401, in the amount of \$26,450.81 # 8-01-052-371, in the amount of \$10,470.00 for a Grand Total of \$88,660.00.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that a contract is awarded to BEYER FORD for purchase of Two (2) Crew Cab Truck as detailed in attached quote, in accordance with the terms and conditions on New Jersey State Contract # A 88727, for a sum not to exceed \$88,660.00

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

MOVED:

*Bustelli*

SECOND:

*Sirianni*

AYES:

*4*

NAYES:

*0*

ABSENT:

*I-Billings*

ABSTAIN:

*0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON January 19, 2018 IN THE CITY OF LONG BRANCH, NEW JERSEY, AND ANNEALED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 19 DAY OF January, 2018.

*Kathy L. Schmid*



# BEYER FORD

170 Ridgedale Ave.  
Morristown, NJ 07960

Quote

To:

From: Brooks Buxton  
Phone/Fax: (973) 319-7009 / (973) 884-2650

Vehicle	Beyer Fleet
Pick Up	31 Williams Parkway
Location	East Hanover, NJ 07936

**2018 FORD F-250 SRW XL 4WD SUPERCAB 164" WB w/ 8' Bed**

**NJ STATE CONTRACT**

**A88727**

6.2L 2-Valve SOHC EFI NA V8 Flex Fuel  
Transmission: TorqShift-G 6-Spd Auto  
3.73 Axle Ratio (STD)  
50-State Emissions System  
Transmission w/Oil Cooler  
Manual Transfer Case  
Part-Time Four-Wheel Drive  
72-Amp/Hr 650CCA Maintenance-Free Battery  
Extra Heavy-Duty 200-Amp Alternator  
Class V Towing w/Harness, Hitch  
3560# Maximum Payload  
GVWR: 10,000 lb Payload Package  
HD Shock Absorbers  
Front Anti-Roll Bar  
Firm Suspension  
Hydraulic Power-Assist Steering  
34 Gal. Fuel Tank  
Single Stainless Steel Exhaust  
Manual Locking Hubs  
Front Suspension w/Coil Springs  
Leaf Rear Suspension w/Leaf Springs  
4-Wheel Disc Brakes w/4-Wheel ABS  
Wheels: 17" Argent Painted Steel  
Tires: LT245/75Rx17E BSW A/S PLUS (4)  
Regular Box Style  
Steel Spare Wheel  
Full-Size Spare Tire Stored Underbody  
Clearcoat Paint  
Black Front Bumper w/Black Rub Strip  
Black Rear Step Bumper  
Fixed Rear Window  
Light Tinted Glass  
Variable Intermittent Wipers  
Aluminum Panels  
Black Grille  
Front License Plate Bracket  
Tailgate Rear Cargo Access  
Reverse Opening Rear Doors  
Manual Tailgate/Rear Door Lock  
Halogen Headlamps w/Delay-Off  
Cargo Lamp Integrated w/High Mount Stop Light  
Back-Up Camera

Radio: AM/FM Stereo -inc: 6 speakers  
Fixed Antenna  
1 LCD Monitor In The Front  
Front Seats w/Manual Driver Lumbar  
4-Way Driver Seat -inc: Manual Recline,  
4-Way Passenger Seat -inc: Manual Recline  
60-40 Folding Split-Bench Fold-Up Cushion Rear Seat  
Manual Tilt/Telescoping Steering Column  
Gauges -inc: Speedometer, Odometer, Oil Pressure  
Fixed Rear Windows  
6 Person Seating Capacity  
Front Cupholder  
Manual Air Conditioning  
HVAC -inc: Underseat Ducts  
Illuminated Locking Glove Box  
Day-Night Rearview Mirror  
2 12V DC Power Outlets  
Full Overhead Console w/Storage  
Front Map Lights  
Fade-To-Off Interior Lighting  
Full Vinyl/Rubber Floor Covering  
Underhood And Pickup Cargo Box Lights  
Instrument Panel Bin and Covered Dashboard Storage  
Manual 1st Row Windows  
Systems Monitor  
Trip Computer  
Outside Temp Gauge  
Analog Display  
Manual Adjustable Front Head Restraints  
Securilock Anti-Theft Ignition (pats) Engine Immobilizer  
Air Filtration  
Electronic Stability Control (ESC)  
ABS And Driveline Traction Control  
Side Impact Beams  
Dual Stage Driver/Passenger Seat-Mounted Side Airbags  
Low Tire Pressure Warning  
Dual Stage Driver/Passenger Front Airbags  
Mykey System  
Chimes and Beltminder w/Audio Mute  
Safety Canopy System Curtain 1st And 2nd Row Airbags  
Outboard Front Lap And Shoulder Safety Belts

**Base Price \$ 25,378.00**

**Options for F250**

Upgrade to XL 4WD Crew Cab 6.75" Box	\$	2,995.00
3.73 Axle Ratio w/Electronic Locking Rear Axle	\$	390.00
Power Equipment Group	\$	915.00
Transfer Case & Fuel Tank Skid Plates	\$	100.00
Upfitter Switches	\$	165.00
Platform Running Boards	\$	445.00
State Discount (10% off Factory MSRP Options)	\$	(501.00)
Timberance in Front	\$	425.00
Trailer Plug Installed	\$	185.00
Western 8' Pro Plus Snow Plow	\$	5,235.00
Spray-In Bedliner	\$	575.00
Back Up Alarm	\$	175.00
Vehicle Undercoating	\$	490.00
Dome Light	\$	158.00
Amber Strobe Light Mounted to Back Rack	\$	395.00
Back Rack	\$	495.00
2" Ball and Pintle	\$	385.00
TruckCraft Steel Dump Insert w/ Cab Shield & Tarp/Roller	\$	5,925.00

**Option Total**    \$    **18,952.00**

**Budget Total**    \$    **44,330.00**

Date:    1/3/2018

Quote is good for 60 Days

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

**CONTRACT TO PURCHASE TWO (2) FORD WORK TRUCK DPW**

Said contract being made as follows:

**BEYER FORD \$88,660.00**

Said funds being available in the form of:

**G-12-043-401 \$6,739.19 G-13-043-401 \$45,000.00 G-15-043-401 \$26,450.81  
8-01-052-371 \$10,470.00 FOR A GRAND TOTAL OF \$88,660.00**

  
Michael Martin, Chief Financial Officer

1/3/18  
Date

**RESOLUTION DESIGNATING STAVOLA ASSOCIATES AS REDEVELOPER FOR A  
PORTION OF THE BEACHFRONT NORTH REDEVELOPMENT AREA SECTOR  
AND AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT.**

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-6(a) of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), the Mayor and Council adopted a Resolution duly designating an area in the City as an area in need of redevelopment ("Redevelopment Area") as defined by N.J.S.A. 40A:12A-5(a)-(e); and

**WHEREAS**, on May 14, 1996, the Mayor and Council enacted Ordinance No. 15-96 adopting the Oceanfront-Broadway Redevelopment Plan ("Redevelopment Plan") for the designated Redevelopment Area; and

**WHEREAS**, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the LRHL for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City ("Redevelopment Agency"); and

**WHEREAS**, the Redeveloper has proposed a plan for the redevelopment of a portion of the Redevelopment Area containing Property located between Seaview Avenue and Ocean Terrace, adjacent to Ocean Avenue North and designated on the City of Long Branch Tax Map as Block 302, Lots 12, 13, 14 and 15 (the "Property"); and

**WHEREAS**, the Property is subject to the requirements of the Redevelopment Plan; and

**WHEREAS**, pursuant to the Redevelopment Plan, the Property is located in the Beachfront North Sector of the Redevelopment Area and further subject to the Design Guidelines Handbooks 1, 4 and 8 (the "Design Guidelines"); and

**WHEREAS**, on November 16, 2017, the Redeveloper appeared before the Mayor and Council and the public to present its proposed project; and

**WHEREAS**, the City Planning Department has worked collaboratively with the Redeveloper to review the Project and have discussed items to be addressed in a redevelopment agreement for a project for the Property; and

**WHEREAS**, the Redeveloper has made certain design modifications to the Project and has provided materials supporting the financing plan for the Project and its ability to finance the Project; and

**WHEREAS**, in consideration for the vacation of a portion of the City right of way on Ocean Avenue North the Redeveloper has agreed to undertake improvements and modifications the City right of ways surrounding the Property; and

**WHEREAS**, N.J.S.A. 40A:12A-8 (e) and (f) authorize the City to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

**WHEREAS**, the City finds the Project consistent with the Redevelopment Plan and Design Guidelines; and

**WHEREAS**, the City has negotiated the terms of a redevelopment agreement, represented in the form attached hereto and incorporated herein as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that Stavola Associates be and hereby is designated as redeveloper for the Property.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to execute the Redevelopment Agreement with Stavola Associates attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that the City hereby provides its consent for Stavola Associates to include portions of its right or ways adjacent to the Property in its site plan application to the City Planning Board for the development of the Project.

MOVED: *Bastelli*  
SECONDED: *Sirianni*

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES: *4*  
NAYES: *0*  
ABSENT: *I-Billings*  
ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MERCER  
CITY OF LONG BRANCH  
I, STEPHEN L. SORRELLA, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLAINT AND CORRECT COPY OF  
A PROCLAMATION ADOPTED BY THE COUNCIL AT A  
REGULAR MEETING HELD ON *January 29, 2018*  
IN MUNICIPAL HALL, I HAVE HERETOBEEN SET  
MY NAME AND SIGNED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MERCER COUNTY, NEW  
JERSEY. THIS *20* DAY OF *January*, *2018*  
*Stephen L. Sorrelli*

---

**REDEVELOPMENT AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF LONG BRANCH**  
**AND**  
**STAVOLA ASSOCIATES**

---

## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT ("Agreement")** is entered into this \_\_\_\_\_ day of January, 2018, by and between **THE CITY OF LONG BRANCH** (hereinafter referred to as the "City"), a municipal corporation and body politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and **STAVOLA ASSOCIATES**, a New Jersey Company established and operated within the State of New Jersey with its principal place of business located at 175 Drift Road, Tinton Falls, New Jersey 07724, hereinafter referred to as the "Redeveloper") (referred to collectively as the "Parties").

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-6(a), the Mayor and Council adopted a Resolution duly designating an area in the City as an area in need of redevelopment ("Redevelopment Area") as defined by the N.J.S.A. 40A:12A-5(a)-(e); and

**WHEREAS**, on May 14, 1996, the Mayor and Council adopted Ordinance #15-96 adopting the Oceanfront-Broadway Redevelopment Plan (the "Redevelopment Plan") for the Redevelopment Area; and

**WHEREAS**, the Mayor and Council serves as an instrumentality and agency of the City pursuant to the provisions of the *Local Redevelopment and Housing Law*, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City; and

**WHEREAS**, the Redeveloper has proposed a plan for the redevelopment of a portion of the Redevelopment Area containing Property located between Seaview Avenue and Ocean Terrace, adjacent to Ocean Avenue North and designated on the City of Long Branch Tax Map as Block 302, Lots 12, 13, 14 and 15 (the "Property"); and

**WHEREAS**, the Property is subject to the requirements of the Redevelopment Plan; and

**WHEREAS**, pursuant to the Redevelopment Plan, the Property is located in the Beachfront North Sector of the Redevelopment Area and further subject to the Design Guidelines Handbooks 1, 4 and 8 (the "Design Guidelines"); and

**WHEREAS**, on November 16, 2017, the Redeveloper appeared before the Mayor and Council and the public to present its proposed project; and

**WHEREAS**, the City Planning Department has worked collaboratively with the Redeveloper to review the Project and have discussed items to be addressed in a redevelopment agreement for a project for the Property; and

**WHEREAS**, the Redeveloper has made certain design modifications to the Project and has provided materials supporting the financing plan for the Project and its ability to finance the Project; and

**WHEREAS**, in consideration for the vacation of a portion of the City right of way on Ocean Avenue North the Redeveloper has agreed to undertake improvements and modifications to the City right of ways surrounding the Property, as more particularly described herein (the "ROW Improvements") and

**WHEREAS**, N.J.S.A. 40A:12A-8 (e) and (f) authorize the City to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

**WHEREAS**, the City finds the current proposal as set forth and further defined in the Architectural Renderings and Site Plan, attached hereto as Exhibit A (the "Project") consistent with the Redevelopment Plan and Design Guidelines; and

**WHEREAS**, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective obligations of the Parties with regard to proceeding with the redevelopment of Project upon the Property.

**NOW THEREFORE**, in consideration of the mutual premises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

## **ARTICLE 1 - DEFINITIONS**

### **1.1 Defined Terms.**

The Parties hereto agree that, unless the context otherwise specifies or requires, the capitalized terms used herein shall have the respective meanings specified below or in the recitals and such definitions shall be applicable equally to the singular and plural forms of such terms.

**"Applicable Law"** means any and all federal, state, county and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

**"Certificate of Completion"** means a written certificate issued by the City in accordance with Section 4.3 of this Agreement, which shall acknowledge that the Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to Completion of the Project, whose issuance shall serve to release the Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

**"Commencement Date"** means, subject to the terms herein, the commencement date for construction shall be the first day of the calendar month coinciding or next following the date of receipt by the Redeveloper from the City of a construction permit authorizing physical construction of new development at the Property.

**“Completion,” “Complete” or “Completed”** means: (i) that all work related to the Project in its entirety, has been completed, acquired and installed in accordance with the terms of this Agreement, the Redevelopment Plan, and in compliance with all Applicable Laws so that the developed Property may be used and operated under the applicable provisions of this Agreement, and (ii) that all permits, licenses and approvals required for the Property are in full force and effect. Completion shall be evidenced by the issuance of a Certificate of Completion.

**“Effective Date”** means the date upon which this Agreement has been executed by the Redeveloper or the City, whichever is last.

**“Governmental Approvals” or “Approvals”** means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any governmental authority(ies) having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan, Applicable Law and this Agreement.

**“Impositions”** means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property or on any of the Improvements constructed thereon, if duly negotiated in the Redevelopment Agreement, properly imposed by City Ordinance or State Law. Any Impositions established by Ordinance shall only be at the rates set at the time of the entry of this Agreement, provided however that this shall not be read to lock in any rates under an Ordinance that provides for fluctuating or increasing rates.

**“Improvements”** means all buildings, structures and appurtenances, if any, including, without limitation, facilities and amenities, telecommunications equipment, surface parking or a structured parking facility, infrastructures, roads, fill, utilities, catch basins, curbs, site lighting, traffic striping, signage and demarcations, fire hydrants, retaining walls, sidewalks, walkways, landscaping, open space treatments and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Property and the streets immediately abutting the Property.

**“Planning Board”** means the City of Long Branch Planning Board.

**“Project”** means the subdivision and development of Improvements, as more specifically described in Exhibit A to this Agreement and in the Redeveloper’s Site Plan to be filed with the Planning Board in, on and around the Property pursuant to the terms set forth in this Agreement.

**“Project Schedule”** means the schedule attached hereto as Exhibit B which designates the order of and timeframes for the permitting and construction of the Improvements on the Property.

**“Site Plan”** shall be as defined in Section 3.1 and shall include any subdivision, preliminary landscape requirements (including stabilization of individual building lots), off-site improvements, grading of all lots to rough final grade, utilities (stubbbed to individual building lots),

sidewalks, street lighting, curbs, curb cuts, and plot plans, and architectural elevations for each individual building lot.

“Termination Date” shall have the meaning set forth in Section 14.1.

## ARTICLE 2 - DESCRIPTION OF PROJECT

2.1 Purpose; Designation as Redeveloper. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the City and the Redeveloper in connection with the development of the Property by the Redeveloper. The City hereby affirms and agrees that the Redeveloper is designated and appointed as the exclusive redeveloper of the Property. In connection with such designation and appointment, the Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Property as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Property will only be authorized and may only be undertaken by the Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan and Design Guidelines. Further, the City agrees that, absent a Default by the Redeveloper, it will not negotiate or entertain for the provision of another redeveloper or developer for the Property or any portion thereof.

2.2. Project Description. The Project shall consist of the development of twelve (12) improved single family building lots on the Property and any on-site or off-site improvements required in connection therewith as set forth in the Site Plan. Additionally, the Project shall include the installation of decorative pavers in the Seaview Avenue circle, four (4) paver crosswalks, the removal of utility poles around the Property and installation of underground utilities and the installation of streetscape light poles and lights to match the lights currently on the Promenade, with specifications to be reviewed and approved by the City (the “ROW Improvements”), together with the grading and stabilization (through hydro-seeded turf) of all twelve (12) lots, as generally set forth in Exhibit A. Approval of the development of the two lots fronting Ocean Avenue shall be conditioned upon submission and City approval of a landscaping plan for the installation of landscaping along the sidewalk on each lot in the area of the portion of right of way to be vacated by the City pursuant to this Agreement. This shall be a condition of Redeveloper’s Site Plan/Subdivision approval.

2.3 Development Milestones. The Project will be developed in accordance with the Site Plan and Project Schedule attached hereto as Exhibit B. It is understood that the Project will not include the actual construction of dwellings; provided, however, the objective is for the Redeveloper to construct single family homes on the improved lots and/or sell lots to individual homeowners or third-party builders/developers, each of which will be subject to administrative review and approval by the City to assure that the design and construction of each dwelling meets the conditions and requirements of Redeveloper’s Site Plan/Subdivision approval.

### 2.4 Qualified Entities.

(a) The Project will, at the Redeveloper’s option, be developed, in whole or in part, by (i) the Redeveloper, (ii) any partnership, corporation, limited liability company or other

legal entity to which the Redeveloper and/or any affiliate of the Redeveloper is the sole beneficial owner, or (iii) any partnership, corporation, limited liability company or other legal entity to which the Redeveloper and/or any affiliate of the Redeveloper are collectively the sole beneficial owners, subject to the review of the City.

(b) A “Qualified Entity” is a partnership, corporation, limited liability company or other legal entity which has demonstrated to the satisfaction of the City that:

- (i) It has the financial capacity to undertake the development, construction and operation of the Property in question, including, without limitation, the capacity to obtain financing, to provide appropriate security (such as performance and completion bonds) and to otherwise satisfy its obligations with respect to the development of the Property;
- (ii) It is able to comply with and conform to all of the provisions of this Agreement as they relate to the development of the Property in the Redevelopment Area and expressly assumes all such obligations;
- (iii) No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such entity, or any partnership in which such entity was or is a general partner or any entity in which such entity was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten (10%) percent (and, in the case of an involuntary proceeding, such proceeding has not been terminated within sixty (60) days of its commencement) within the ten (10) full calendar years preceding the date of submission of such entity’s application for consideration as a Qualified Entity;
- (iv) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such entity, is not a target of or potential witness in a criminal investigation;
- (v) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the City or the Redeveloper which has been terminated due to

a default by such individual, partnership or entity or which is currently the subject of a dispute in which the City or the Redeveloper alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the City or the Redeveloper;

- (vi) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision;
- (vii) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any City, State, or Federal ethics law and entering into the proposed transaction with the Redeveloper and the City will not cause any such violation or result in a conflict of interest; and
- (viii) It shall comply with any other conditions that the City may find reasonably necessary in order to achieve and safeguard the purposes of the Redevelopment Plan.

(c) Redeveloper as Qualified Entity. The Redeveloper has presented evidence of its credentials as a Qualified Entity and represents and warrants herein that it meets the above criteria for a Qualified Entity and, based upon such evidence and representation, the Redeveloper is hereby deemed a Qualified Entity.

(d) Qualified Entity Approval Process. The Redeveloper shall provide written notice to the City of any entity which the Redeveloper desires be approved by the City as a Qualified Entity. Within thirty (30) calendar days after the date of such notice from the Redeveloper, the City shall provide written notice to the Redeveloper either 1) requesting additional information concerning the proposed entity, 2) approving such entity as a Qualified Entity, or 3) refusing to approve of such entity as a Qualified Entity, setting forth the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above. Approval by the City of an entity as a Qualified Entity shall authorize such entity to be considered a Redeveloper or hold a beneficial interest in the Redeveloper. In the event of a denial by the City of an entity as a Qualified Entity as provided above, or in the event the City requests additional information, the Redeveloper may resubmit its request to the City that the subject entity be approved as a Qualified Entity, and the Redeveloper shall in such resubmitted request set forth additional information and/or such reasons that demonstrate why the Redeveloper believes the subject entity to be a Qualified Entity. Within fifteen (15) calendar days after the date of such further request from the Redeveloper, the City shall provide written notice to the Redeveloper stating whether the City approves of such entity as a Qualified Entity

and, if the City does not approve of such entity as a Qualified Entity, the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above.

## **ARTICLE 3**

### **PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATIONS FOR REDEVELOPMENT OF PROJECT**

**3.1 Procedures; General.** In order to facilitate the development and implementation of a mutually acceptable design, site plan and technical approach for the Project, the Parties have established the procedures set forth in this Article 3 for the following review and approval process. The process shall consist of an application to be approved first by the City as the Redevelopment Agency prior to submission to the Planning Board for review and approval of a site plan for the Project (the “Site Plan”). The Site Plan shall include all off-site improvements, minimum acceptable landscape elements (final landscape elements will be installed at the time of the construction of the homes on each lot) and following Planning Board approval, plot plans for each of the twelve (12) individual building lots. Nothing herein is intended to restrict the exercise of the Planning Board’s governmental authority with respect to applications for site plan approval under duly adopted rules and regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to the MLUL. This procedure shall be used for all development applications by the Redeveloper.

**3.2 Project Development.** The Project shall be designed and developed in accordance with the Redevelopment Plan, Design Guidelines and Exhibit A hereto. The City agrees that the Project as set forth on Exhibit A complies with the Redevelopment Plan and Design Guidelines, as applicable. Any modifications that would trigger a “d” variance pursuant to N.J.S.A. 40:55D-70(d) shall require the Redeveloper to seek an amendment to the Redevelopment Plan. Any modifications from the Redevelopment Plan that would be deemed a “design waiver,” which shall be considered as the equivalent of and akin to the provisions of a “c” variance pursuant to N.J.S.A. 40:55D-70(c), shall be submitted to the Planning Board for consideration as part of the Site Plan application by the Redeveloper, subject to prior review and approval of the City.

**3.3 Amendment of Development and Design Concepts.** Design concepts for the Project may be modified by the Redeveloper from time to time, as approved by the Parties, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts physically or economically impractical. Such modifications shall be subject to the review and approval of the City. Any modification which triggers the need to amend any Site Plan and/or subdivision approval secured by the Redeveloper shall be reviewed by the City for consistency with the Redevelopment Plan and Design Guidelines and approved by the City prior to filing for same before the Planning Board.

It is acknowledged by the Parties that certain specific elements of the Project as shall be approved by the City and its consultants, including but not limited to the exterior elevations and exterior architectural elements of the single-family homes that will be constructed on the

improved lots, landscaping features and off-site improvements to the public right of ways are material consideration for the City's approval of the Project. The specific design for each home to be built, including exterior finishes and designs, and exterior architectural elements shall be included in the Site Plan. Redeveloper shall provide such design to the City for administrative review to confirm consistency with the Design Guidelines. Prior to obtaining a Certificate of Completion, Redeveloper shall record the Planning Board's resolution (the "Resolution"), including such specific exterior elements as have been or may be approved by the City and Planning Board. The Redeveloper or third-party that constructs a dwelling on any lot shall be bound by such Resolution to construct such dwelling in accordance with the Site Plan, which is subject to obtaining applicable zoning and construction permits from the City. The party constructing such dwellings may be permitted to make minor modifications to the dwelling and substitute materials included in and to be used in the construction thereof so long as the City reasonably determines such modifications and/or substituted materials are the same or similar quality to those described in the plans and specifications for the Project. The Resolution shall further provide that any deviation from the terms and conditions of the Resolution must be approved by the City and may require the party seeking such changes to obtain approvals from the Planning Board if such deviation is not administratively approved by the City.

3.4 Other Governmental Approvals. It is acknowledged by both parties that it may be necessary for the Redeveloper to obtain Approvals or permits from other governmental agencies in order to undertake development of the Project. Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and Approvals for the Project in a timely fashion and utilizing commercially reasonable efforts. The City agrees to provide any pertinent information in its possession and to provide any reasonable assistance, without cost or expense to the City, which may be required of it to enable the Redeveloper to properly apply for and obtain such permits or Approvals in a timely fashion, including making applications in the name of the City if requested by the Redeveloper or if required by law to do so. The City agrees to support and endorse any applications for any Governmental Approvals required for the Project. Redeveloper shall report to the City on a monthly basis the status of such applications and Approvals.

## ARTICLE 4 - CONSTRUCTION OF PROJECT

### 4.1 Suspension of Construction.

The Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project or Property, except in the event of an occurrence of an Uncontrollable Circumstance, as set forth in Article 10 herein.

If the Redeveloper shall abandon or substantially suspend construction activities on the Project after commencing construction activities for a period in excess of one hundred and twenty (120) consecutive days for reasons other than an Uncontrollable Circumstance, and the suspension or abandonment is not cured, remedied or explained in writing within thirty (30)

calendar days after written demand by the City to do so, then such shall constitute an Event of Default by the Redeveloper under this Agreement and the City shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the City at law or in equity.

**4.2. Certificate of Completion.**

(a) Upon Completion of the overall Project, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Law(s), the City shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Law(s), the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion: (a) the agreements restrictions and covenants set forth in Article 6 hereof shall cease and terminate, except for those covenants and restrictions set forth in Article 6 hereof which shall survive in accordance with the terms of Article 6, (b) the conditions determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and (c) the land and Improvements constituting the Project and the Property shall no longer be subject to eminent domain based upon such conditions. If the City shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request by the Redeveloper, the City shall provide to the Redeveloper a written statement setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for the Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, the Redeveloper may record it in the Monmouth County Clerk's office.

**4.3 Design Elements.**

(a) The cost for on-site utility upgrades and installations, if required directly in relation to the Project, shall be the responsibility of the Redeveloper.

(b) All costs for required streetscape improvements, including the ROW Improvements described in Exhibit "A", are the responsibility of the Redeveloper.

**4.4 ROW Improvements.** The Redeveloper shall complete, as part of the Project and as a condition of this Agreement and any approved Site Plan, the ROW Improvements.

**4.5 Vacation of ROW.** The Redeveloper shall provide the City with a draft form of ordinance and associated supporting documents for the vacation of the portion of City right of way to facilitate the Project as described herein and in Exhibit A hereto, within ninety (90) days

of the Effective Date. Upon the City's review and satisfaction with the form of ordinances, the City shall proceed to adopt such ordinance.

#### **4.6 Contribution To Costs And Financial Obligations**

(a) Administrative Costs. The Redeveloper shall pay the redevelopment "Administrative Fee" required by City Ordinance in the amount of \$5,000, which shall be paid upon execution of this Agreement. Redeveloper has also posted an escrow in the amount of \$15,000, which shall be administered as outlined below.

(b) Escrow Fees.

(i) City Costs. City Costs shall include, but not be limited to any fees and costs of any professional consultant, contractor or vendor retained by the City to present or endorse the Project in connection with any Governmental Approvals or completing due diligence with respect to the terms of the Redevelopment Agreement or other ancillary agreements between the Parties and for legal and other fees in completing oversight and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys and financial consultants, among others, and all other out-of-pocket costs and expenses of the City incurred in its assistance in implementation, facilitation or defense of the Project, pursuant to the LRHL, N.J.S.A. 40A:12A-8(e) and (f).

The City shall provide the Redeveloper with invoices setting forth City Costs incurred by the City that will be drawn down at least fifteen (15) days prior to the date of the draw. The Redeveloper will have the opportunity to object to the reasonableness of charges or invoices submitted for payment within that fifteen (15) day period. The City shall review and give reasonable consideration to any objection by the Redeveloper and respond to such objection within fifteen (15) days. If the City disputes the Redeveloper's objection and the Redeveloper believes that such response to be unresponsive to its objection unsatisfactory, the Redeveloper may, within five (5) days of receipt of the City's response, request a neutral professional review. The Parties shall then mutually select and designate a local member of the profession to which the invoices relate and agree to permit such individual to arbitrate and decide the reasonableness of the invoice.

Redeveloper has posted a fifteen thousand dollar (\$15,000.00) escrow with the City. Redeveloper shall replenish the escrow account with the City to the amount of fifteen thousand dollars (\$15,000.00). If the City Costs incurred exceed the amount in the

escrow account, the Redeveloper will pay such costs upon thirty (30) days' written notice from City that such costs are due.

(ii) Planning Board. The Redeveloper shall post with the Planning Board such escrow fees as necessary to reimburse the Planning Board for its professional, expert, engineering and legal costs incurred in the application review and determination process in accordance with the provisions of the MLUL.

## **ARTICLE 5 – INTENTIONALLY OMITTED**

## **ARTICLE 6 - REPRESENTATIONS AND WARRANTIES**

6.1 Redeveloper's Representations and Warranties. The Redeveloper hereby represents, warrants to, and covenants with the City that:

(a) Organization. The Redeveloper is a company duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the Redeveloper of this Agreement has been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of the Redeveloper or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which the Redeveloper is a party or by which the Redeveloper may be bound or affected.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of the Redeveloper has been duly authorized and empowered and this Agreement has been duly executed and delivered by the Redeveloper and constitutes the valid and binding obligation of the Redeveloper.

(d) Litigation. No suit is pending against the Redeveloper which could have a material adverse effect upon the Redeveloper's performance under this Agreement or the financial condition or business of the Redeveloper. There are no outstanding judgments against the Redeveloper that would have a material adverse affect upon the Redeveloper or which would materially impair or limit of the ability of the Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the Redeveloper is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the Redeveloper has not received any notices asserting any noncompliance in any material respect by the Redeveloper with applicable statutes, rules and regulations of the United States, the State of New Jersey or of

any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on the Redeveloper's ability to perform its obligations under this Agreement. The Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

(g) Qualifications of Redeveloper. Redeveloper is fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in, or contemplated under, this Agreement and it is properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder.

(h) No Speculation. The Redeveloper covenants that its undertakings pursuant to this Agreement shall be for the sole purpose of redevelopment of the Property and not for speculation in land holding. Notwithstanding the above, same shall not preclude or prejudice the Redeveloper from seeking City approval under Article 2.6 herein.

6.2 City's Representations and Warranties. The City hereby represents and warrants to, and covenants with, the Redeveloper that:

(a) Organization. The City is a public body corporate and politic and a political subdivision of the State of New Jersey. The City has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the City of this Agreement are within the authority of the City under, and will not violate, the statutes, rules and regulations establishing the City and governing its activities, have been duly authorized by all necessary Resolution(s) and/or Ordinances and will not result in the breach of any material agreement to which the City is a party or, to the best of its knowledge and belief, any other material agreement by which the City or its material assets may be bound or affected.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of the City has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the City and constitutes the valid and binding obligation of the City.

(d) Litigation. No suit is pending against or affects the City which could have a material adverse effect upon the City's performance under this Agreement or the financial condition or business of the City. There are no outstanding judgments against the City that would have a material adverse affect upon the City or which would materially impair or limit of the ability of the City to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the City is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the City has not received any notices asserting any noncompliance in any material respect by the City with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement which would have a material adverse effect on the City's ability to perform its obligations under this Agreement. The City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

6.3 Redeveloper Declaration of Covenants.

(a) The Redeveloper include the Covenants and Restrictions set forth herein in all agreements, deeds and other recorded documents (hereinafter referred to as the "Declaration"), with respect to the Property that shall run with the land to all subsequent holders of title, imposing upon said lands the agreements, covenants and restrictions required to be inserted in the Deeds. Notwithstanding the foregoing, following the issuance of a Certificate of Completion for the Project, the Deeds to purchasers of individual lots shall not be required to include the Declaration and upon conveyance of such Deeds the purchasers of such lots shall not be deemed bound by the Declaration, all of the conditions of which shall be deemed satisfied and extinguished with respect to such lots, except for the requirement to comply with the Site Plan conditions and construct the dwelling consistent therewith, which requirement shall be referenced in such deeds. Except for Deeds for individual lots sold for residential occupancy, all provisions hereinafter with respect to the insertion in or the application to the Deeds of any covenants, restrictions and agreements shall apply equally to the Declaration and such covenants, restrictions and agreements shall be inserted in and apply to the Declaration, whether or not so stated in such provisions.

(b) Description of Covenants and Restrictions.

The Covenants and Restrictions to be imposed upon the Redeveloper, its successors and assigns, herein and recorded in the Deeds and the Declaration, shall set forth that the Redeveloper and its successors, transferees and assigns shall:

- (i) Devote the Property to the uses specified in the Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Property to any other uses;
- (ii) Pursuant to the applicable law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof;
- (iii) In the sale, lease or occupancy of the Property or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure

erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;

- (iv) Commencement Date of the Improvements within the Project Schedule as set forth in Exhibit B; and
- (v) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the City, except for permitted transfers to a Qualified Entity as set forth in Section 2.4(b) hereof.

(c) Effect and Term of the Covenants and Restrictions.

Subject to the provisions of Article 6 hereof it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Article 6 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof, with the exception of end user purchasers of residential units. It is further intended and agreed that the Covenants and Restrictions set forth in Article 6 hereof shall remain in effect until the issuance by the City of a Certificate of Completion, as provided in Section 4.3, hereof, at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate.

(d) Enforcement by City.

In amplification, and not in restriction of the provisions of this Article 6, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the Covenants and Restrictions set forth in Section 6(b) hereof both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City for the entire period during which such Covenants and Restrictions shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such Covenants and Restrictions relate. The City shall have the right, in the event of any breach of any such Covenants and Restrictions, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of such Covenants and

Restrictions, to which they or any other beneficiaries of such Covenants and Restrictions may be entitled.

## ARTICLE 7 – DEFAULT

7.1 Events of Default. Each of the following shall constitute an event of default (hereinafter referred to as an “Event of Default”) by the applicable party, respectively:

(a) Any Party fails to make payment of any sum payable to the other party hereunder, as the same shall become due and payable, or fails to fulfill any obligation hereunder within the time prescribed, and such failure shall have continued for a period of thirty (30) days after receipt of written notice specifying such failure, and demanding that same be remedied;

(b) Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement and failure shall have continued for a period of thirty (30) days after receipt of written notice specifying such default (or such longer or shorter time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion;

(c) The Redeveloper shall fail to construct the Project pursuant to the Project Schedule in Exhibit B, subject to the occurrence of an Uncontrollable Circumstance and the provisions of this Agreement, or after commencing construction, shall abandon or substantially suspend construction of the Project for a continuous period in excess of one hundred and twenty (120) days, unless such suspension arises out of an Uncontrollable Circumstance as set forth in this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the City to do so, or such longer period if incapable of cure within such thirty (30) day period and City agrees to extend such time to cure, provided that the Redeveloper has commenced and is diligently prosecuting such cure; or

(d) The Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, or any material men’s or mechanics’ lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within thirty (30) days after written demand by the City to do so, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; or

(e) There is, in violation of this Agreement, any transfer of the fee title to the Property or a portion thereof, except for Permitted Transfers as provided in Section 13.2, and such violation shall not be cured within forty five (45) days after written demand served upon the Redeveloper by the City; or

(f) The Redeveloper is dissolved, or files a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or makes an assignment for the benefit of creditors, or

admits in writing its inability to pay its debts as they become due, or suspends payment of its obligations, or takes any action in furtherance of the foregoing; or the Redeveloper consents to the appointment of a receiver, or an answer proposing the adjudication of the Redeveloper as bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, is filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or the Redeveloper consents to the filing of such petition or answer.

7.2. Right to Cure Upon Event of Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor to such party, such party (or successor) shall, within thirty (30) days (or such longer, or shorter, period to the extent expressly provided above) of receiving written notice from another, proceed to cure or remedy such default or breach. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within such proscribed time, or any extension of such time granted at the discretion of the non-breaching party, the non-breaching party may pursue its remedies in accordance with this Agreement.

7.3. City's Remedies. If the Redeveloper shall fail to timely cure any Event of Default by the Redeveloper as set forth in Section 7.1, the City shall be entitled, in its sole and absolute discretion, to:

- (a) Terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default; and
- (b) Call any performance or maintenance bond posted as part of Site Plan approval, in accordance with the terms of this Agreement and Applicable Law, or as otherwise available as a matter of law. Further, the City shall have the right to:

Upon termination of this Agreement based upon an adjudicated Event of Default, the Redeveloper's status as the designated redeveloper for the Project and the Property shall be terminated and deemed null and void. The de-designation of the Redeveloper shall be limited to the extent the Project has not been substantially Completed by the Redeveloper, it being understood and agreed that if the Redeveloper shall fail to cure any such default in accordance with Section 7.2 before substantial Completion the Project, the City may terminate this Agreement and de-designate the Redeveloper for that portion of the Project that is not substantially Completed by the Redeveloper at that time and for which no Certificate of Completion was issued. Such remedy shall not defeat, render invalid or limit in any way the lien or rights or interests of holders of institutional financing as authorized and pursuant to Article 12.

7.4. Redeveloper's Remedies. If the City shall fail to timely cure any Event of Default by City as set forth in Section 7.1, the Redeveloper shall be entitled, in its sole and absolute discretion, to all rights and remedies available at law or in equity.

7.5. Limitation of Liability. No Party shall be liable for punitive or consequential damages.

7.6. No Waiver of Rights and Remedies by Delay. Any delay by the aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved party may still resolve the problems by the default involved; nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the other party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other defaults by the other party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

7.7. Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

## ARTICLE 8 –INSURANCE

8.1 Upon commencement of construction and during the remaining term of this Agreement, the Redeveloper shall provide and maintain the following insurance in connection with the work to be performed under this Agreement until such work has been Completed, name the City as an additional insured under such policies (other than the Compensation Insurance), and furnish the City, within thirty (30) days of the Commencement Date, with a copy of certificates of insurance evidencing that the Redeveloper has obtained such insurance:

(a) Contractor's Comprehensive General Liability and Property Damage Insurance - with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence with respect to comprehensive general liability, bodily/personal injury and property damage and shall include broad-form contractual coverage and indemnification and hold harmless provisions.

(b) Excess Liability Insurance - in the amount of two million dollars (\$2,000,000.00) is to be provided in addition to the above requirements.

(c) Worker's Compensation Insurance - coverage as required by state law for all employees who will be engaged in the work associated with this Agreement. The

Redeveloper shall require all subcontractors to provide similar worker's compensation insurance for all of their employees, unless those employees are covered under the Redeveloper's insurance.

(d) Certificates. All insurance certificates provided by the Redeveloper under this Agreement shall stipulate that the insurance will not be changed or canceled without giving at least thirty (30) day's written notice to the City by certified mail.

## **ARTICLE 9 – INDEMNITY**

9.1 Obligation to Indemnify. The Redeveloper agrees to indemnify and hold the City and its officials, agents, servants, employees and consultants (collectively, the "Indemnified Parties,") harmless from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys' fees and expenses and experts' fees and expenses) (collectively, "Claims") which the Indemnified Parties may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the implementation, construction or maintenance of the Project, or any activities of or on behalf of the Redeveloper within the Property, except that to the extent that any such claim or suit arises from the intentional or willful wrongful acts or omissions, or grossly negligent acts or omissions of the Indemnified Parties. The City shall provide notice to the Redeveloper of the subject Claims as soon as reasonably possible after their occurrence but in any case within ten (10) days of the City receiving actual or constructive notice of the subject Claims, provided, however, that in the event such notice is not timely received, the Redeveloper shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice. The obligation to indemnify the Indemnified Parties shall survive the termination or expiration of this Agreement with respect to any Claims arising from any activities occurring prior to the issuance of a Certificate of Completion.

## **ARTICLE 10 - UNCONTROLLABLE CIRCUMSTANCES**

10.1 Definition of Uncontrollable Circumstances. For purposes of this Article and as otherwise used in this Agreement, "Uncontrollable Circumstances" shall mean any of the events or conditions set forth below, or any combination thereof, that has had or may reasonably be expected to have a material and adverse effect on the ability of a party to perform its obligations (an "Affected Party") under this Agreement:

(a) An act of God including severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, terrorism, war, blockade, insurrection, riot, general arrest or general restraint of government and people, or any other similar act or event outside the control of the Affected Party; provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe natural weather conditions,

taking into account the geographic location and topographic and geotechnical conditions of the Project.

(b) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Property, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.

(c) Delays incurred in obtaining Governmental Approvals caused solely by the approving agency after the Affected Party has taken all required action in obtaining such Approval and the continued delay is outside and beyond the control of the Affected Party;

(d) Delays resulting from legal challenges brought to challenge any permit and/or Approval related to this Project by third-parties over whom the Affected Party has no control that have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

(e) Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

(f) The unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain transportation services for transporting fill or materials to the Property or the Project area as a result of a public or private labor dispute.

**10.2 Notice of Uncontrollable Circumstance.** If an Uncontrollable Circumstance has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such Uncontrollable Circumstance shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within thirty (30) days following such party's knowledge of the occurrence of such Uncontrollable Circumstance.

**10.3 Effect on Obligations.**

(a) In the event of an Uncontrollable Circumstance, the applicable deadline, obligation or term affected by such Uncontrollable Circumstance shall be extended for a period of time equal to the delay caused by the Uncontrollable Circumstance, provided that timely notice was provided by the Affected Party.

(b) The performance, non-performance or delay in performance by the Parties or either of them of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is/are the result of an Uncontrollable Circumstance, provided, however, that the Uncontrollable Circumstance (a) was not invoked in bad faith or

intentionally by a Party (b) was not the result of any unlawful action or non-action of the Affected Party as justification for the performance, failure of performance or delay in performance of the subject obligation, requirement, commitment or responsibility, and (c) the Affected Party takes all reasonable efforts within its power to timely mitigate the Uncontrollable Circumstance.

(c) Each party shall diligently and in good faith seek to mitigate the effect of such Uncontrollable Circumstance and to perform its obligations to the extent practicable notwithstanding the occurrence of an Uncontrollable Circumstance and to overcome such Uncontrollable Circumstance as soon as is possible or practicable.

(d) Reinstatement of Performance Obligations. The performance by the Parties of any obligation under this Agreement excused as aforesaid shall be recommenced as promptly as is legally and reasonably practicable after the occurrence of an Uncontrollable Circumstance and, in the case of the party not seeking to delay its performance based upon such Uncontrollable Circumstance, after receipt by such party from the Affected Party of written notice that the Uncontrollable Circumstance is no longer occurring and that such party can resume performance of its obligations under this Agreement.

10.4 Defense of Approvals. Notwithstanding any of the above, Redeveloper shall assume the defense to any challenge to any permit and/or Approval it requires to proceed with the Project without cost to the City so as to continue to move forward with the Project.

## **ARTICLE 11 - NOTICES AND DEMANDS**

11.1 A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by national overnight courier with delivery confirmation, or by electronic mail, or delivered personally (with written acknowledgment of receipt) to the Parties at the following respective addresses or electronic mail:

With a copy to:  
Robert Beckelman, Esq.  
Greenbaum Rowe Smith & Davis LLP  
99 Wood Avenue South  
Iselin, NJ 08830-2712  
[rbeckelman@greenbaumlaw.com](mailto:rbeckelman@greenbaumlaw.com)

and if to Redeveloper, to: **Mr. Gary Vialonga**  
**Stavola Associates**

175 Drift Road  
Tinton Falls, NJ 07724  
gvialonga@stavolarealty.com

with a copy to:

Patrick J. McNamara, Esq.  
Scarinci & Hollenbeck, LLC  
331 Newman Springs Road  
Building #3, Suite #10  
Red Bank, NJ 07701  
PMcNamara@sh-law.com

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 11.1 change the street address, electronic mail address or persons to which notices shall be sent.

## **ARTICLE 12- PROJECT FINANCING AND MORTGAGEE RIGHTS**

12.1 Redeveloper's Commitment to Finance Construction of the Project. The Redeveloper represents that it has the capability to obtain and will commit the requisite equity and debt financing in an amount necessary to implement and complete the Project, which it shall be obligated to construct pursuant to Exhibit B.

12.2 Rights of Institutional Mortgagee. Any financial institution lending money on the security of the real Property in the Project shall be entitled to the protection of N.J.S.A. 55:17 providing for notification, right to cure, right to possession, right to assume control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first proceeding with foreclosure, right to proceed to foreclosure, separately from or together with suit on the underlying obligation, and such other rights all as specifically provided in N.J.S.A. 55:17-8.

(a) This Agreement as a financial arrangement made by a governmental body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the project, as though such default or foreclosure had not occurred, subject to the provision of N.J.S.A. 55:17.

(b) The City agrees to execute subordination and attornment documents that may reasonably be required by an institutional lender and further to make any technical, non-substantive, modifications to this Agreement that may be required by an institutional lender.

12.3 Rights of Mortgagees. Notwithstanding any other provision of this Agreement, the holder of any mortgage (including any such holder who obtains title to the Property or any part thereof), or any other party who thereafter obtains title to the Property or such part from or through such holder or any purchaser at foreclosure sale or through other court proceedings or action in lieu thereof shall in no way be obligated by the provisions of this Agreement to construct or complete the Project except to secure and make the Project site and Property safe, or

to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement or any deeds conveying the Property to the Redeveloper be construed to so obligate such holder, provided that nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the City.

12.4 Notice to Mortgagee. Whenever the City shall deliver any notice or demand to the Redeveloper with respect to any breach or Default by the Redeveloper of its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage at the last known address of such holder shown in the land records of the County. Notice that such breach or Default subsequently has been cured shall also be provided by the City to each such holder of any mortgage.

12.5 Mortgagee's Right to Cure the Redeveloper's Default. After any breach or Default referred to in Article 7, each holder shall have the right, at its option, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to the Redeveloper for cure) and to add the cost thereof to its mortgage. If the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the City's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.2 hereof, and such Certificate shall mean and provide that any remedies or rights that City shall have or to be entitled to due to the failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any Default with regard to construction of the Project or applicable part thereof, or due to any other Default in or breach of this Agreement by the Redeveloper or such successor, shall not apply to the part or unit of the Property to which such Certificate relates.

## ARTICLE 13 - RESTRICTIONS ON TRANSFERS

13.1 Restrictions on Transfer. Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), except as otherwise permitted by this Agreement, the Redeveloper shall be without power to sell, lease or otherwise transfer the Project or any such part, without the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation by the Redeveloper of all or substantially all of its assets "in bulk" (but not to sales in the ordinary course of business) or all or substantially all of its stock, or the sale, transfer, pledge, or hypothecation of fifty (50%) percent or more of the stock of the Redeveloper if the Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of fifty (50%) percent or more of the beneficial ownership interest in the Redeveloper if the Redeveloper is a partnership, except in the event of the death of a partner or member. Any of the foregoing cases whether or not accomplished by one or more related or

unrelated transactions, constitute a prohibited assignment. The foregoing shall not apply, however, to a change of form of the Redeveloper entity, provided that there is no change in the beneficial ownership of the Redeveloper which is prohibited by the second sentence of this Section. The restrictions in this Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply after the Certificate of Completion has been issued.

13.2 Permitted Transfers. Notwithstanding the foregoing, the City hereby consents, without the necessity of any further approval, but subject to ten (10) days prior notice to the City (except as to conveyances in Sections (a) and (b), to the following conveyances:

- (a) A conveyance of driveways, roads, infrastructure, open space and other common property to a property owners' association or similar entity.
- (b) Sales of homes for residential occupancy.
- (c) Utility and other necessary easements.
- (d) A mortgage or mortgages or leases or leasehold or other financing and other liens and encumbrances solely for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project.
- (e) A conveyance of the Property or any portion thereof to the holder of any mortgage authorized under this Agreement, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise.

13.3 Conveyance to a Qualified Entity. Upon a conveyance of all rights and obligations hereunder to a Qualified Entity, pursuant to Section 2.6, the Redeveloper shall be relieved of its right and obligations hereunder.

13.4 Subsequent Conveyance by the Redeveloper. Upon issuance of a Certificate of Completion for any portion of the Project, the Redeveloper shall have the right to sell, lease or otherwise transfer, convey or encumber any such portion of the Project without the consent of the City and free of any restrictions imposed by this Agreement, except the Declarations that expressly survive such transfer or conveyance.

## ARTICLE 14 - MISCELLANEOUS

14.1 Term. Except for those provision expressly surviving termination, this Agreement shall terminate upon the earlier of: (i) Completion of the Project, or (ii) the expiration of the Planning Board approval for the Project, after any applicable extensions granted by the Planning Board.

14.2 No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

14.3 Amendment; Waiver. No alteration, amendment or modification of this Agreement shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of the City or the Redeveloper to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the City or the Redeveloper of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the City or the Redeveloper.

14.4 Consents. Unless otherwise specifically provided herein, no consent or approval by the City or the Redeveloper permitted or required under the terms of this Agreement shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given.

14.5 Captions. The captions of the Sections and Subsections, Schedule of Exhibits and Index of Definitions of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of the articles, sections, exhibits, definitions, or other provisions hereof.

14.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principle of choice of or conflicts of laws. Any lawsuit filed by either Party to this Agreement shall be filed in the Superior Court of New Jersey, Monmouth County in accordance with the New Jersey Rules of Court.

14.7 Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Agreement.

14.8 Binding Effect. Except as may otherwise be provided in this Agreement to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of the Redeveloper, the City and their respective successors and assigns.

14.9 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Redeveloper and the City, their relationship being solely as contracting Parties under this Agreement.

14.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute, in connection with each of such agreements, one and the same instrument.

14.11 Prior Agreements Superseded. This Agreement repeals and supersedes any prior understanding or written or oral agreements (express or implied) between the Parties respecting the within subject matter. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

14.12 Exhibits. All Exhibits referred to herein shall be considered a part of this Agreement as fully and with the same force and effect as if such Exhibits had been included within the text of this Agreement in full.

14.13 Counting of Days; Saturday, Sunday or Holiday. The word “**days**” as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day. The term “**Business Day**” as used herein means any day other than a Saturday, a Sunday, or a day on which banks generally and public offices are not open under the laws of the State of New Jersey.

14.14 No Prevailing Wage Required. The City shall not require prevailing wage to be paid by the Redeveloper unless otherwise required by State law.

14.15 Non-Discrimination. The Redeveloper shall not discriminate against or segregate any person, a group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation of the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site; nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation, with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees or vendees on the Project Site.

14.16 Construction. Both of the Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each party and agree that no provision of this Agreement shall be construed in favor of or against either party by virtue of the fact that such party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion of this Agreement.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of Effective Date.

**STAVOLA ASSOCIATES**

---

Witness

By: 

---

Joseph C. Stavola III, Partner

**CITY OF LONG BRANCH**

---

Kathy Schmelz, Municipal Clerk

By: 

---

Hon. Adam Schneider, Mayor

**EXHIBIT A**

**Site/Concept Plan and Architectural Renderings**

## **Exhibit B**

### **Proposed Project Schedule**

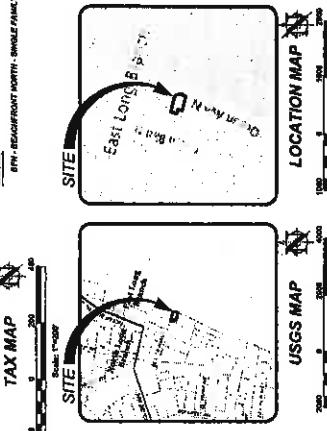
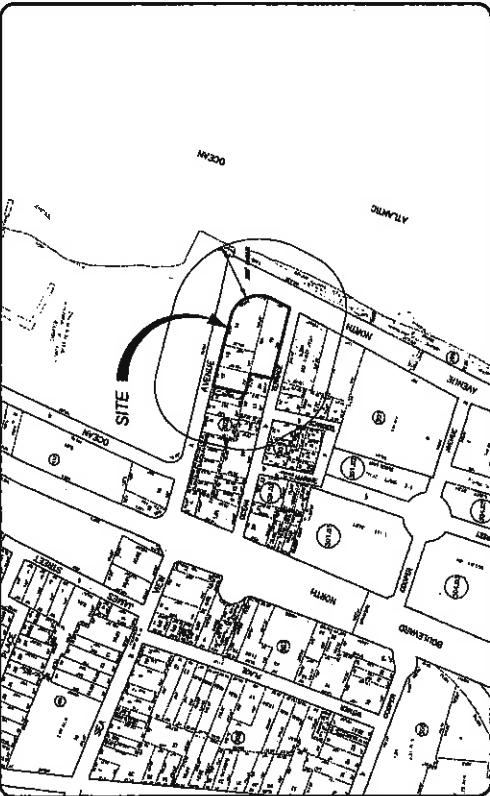
<b><u>Milestone</u></b>	<b><u>Date Completed</u></b>
<b>Final Subdivision Approval</b>	<b>April 2018</b>
<b>Obtain All Other Government Approvals</b>	<b>Within 180 days of Final Site Plan Approval</b>
<b>Obtain Construction Permits</b>	<b>Within 270 days of Final Site Plan Approval</b>
<b>Commence Construction</b>	<b>Within 60 days of Issuance of Construction Permits</b>
<b>Project Completion</b>	<b>Completion of all portions of the Project, including installation of all site work and utilities necessary for the construction of the homes, the ROW Improvements, within nine (9) months of Commencement of Construction.</b>

**PRELIMINARY & FINAL MAJOR SUBDIVISION PLAN  
FOR**

# BEACHFRONT NORTH HOMES

**BLOCK 302, LOT 12-15  
TAX MAP SHEET #29**

**OCEAN AVENUE NORTH, SEAVIEW AVENUE & OCEAN TERRACE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NJ**



<b>PLANNING BOARD APPROVAL</b> APPROVAL OF THE PLAN FOR CONSTRUCTION OF THE PROJECT	
<b>NAME OF CHAMPION</b> NAME OF MEMBER	
<b>NAME OF MEMBER</b> NAME OF MEMBER	
<b>PLANNING BOARD APPROVAL</b> APPROVAL OF THE PLAN FOR CONSTRUCTION OF THE PROJECT	
<b>LIST FOR CONSTRUCTION</b> APPROVAL BY	
<b>PLANNING INFORMATION</b> APPROVAL BY	
<b>PRELIMINARY &amp; FINAL</b> <b>MAJOR SUBDIVISION</b>	
<b>TITLE SHEET</b>	

ESTATE

Brickell  
1990

## REVISIONS

2000 AF SHANN  
PEOPLES OF EGYPT

Form 17-050-040  
10/17 FOR CONSTRUCTION  
10/17 FOR CONSTRUCTION  
APPROVED BY  
FOR CONSTRUCTION

**PRELIMINARY & FINAL  
MAJOR SUBDIVISION**

C100

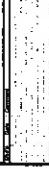










PROJECT INFORMATION	
<b>BEACHFRONT NORTH HOMES</b>	
	
	
	
	
	
	
	
	
	
	
	
	
<img alt="Stamp: APPROVED FOR PLAT, CONSTRUCTION, LANDSCAPE, SUBDIVISION & BEACHFRONT" data-bbox="7805 35	

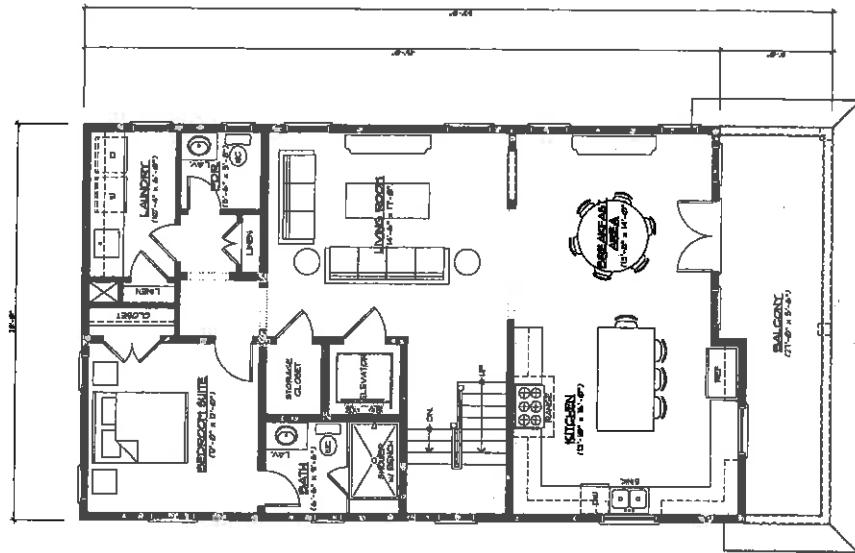
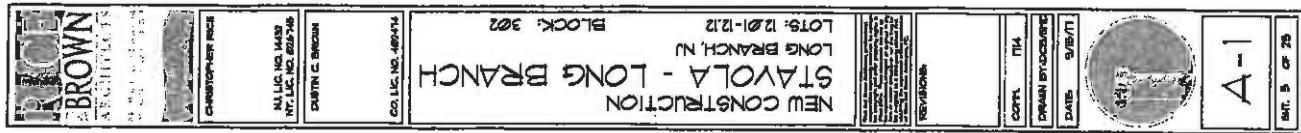




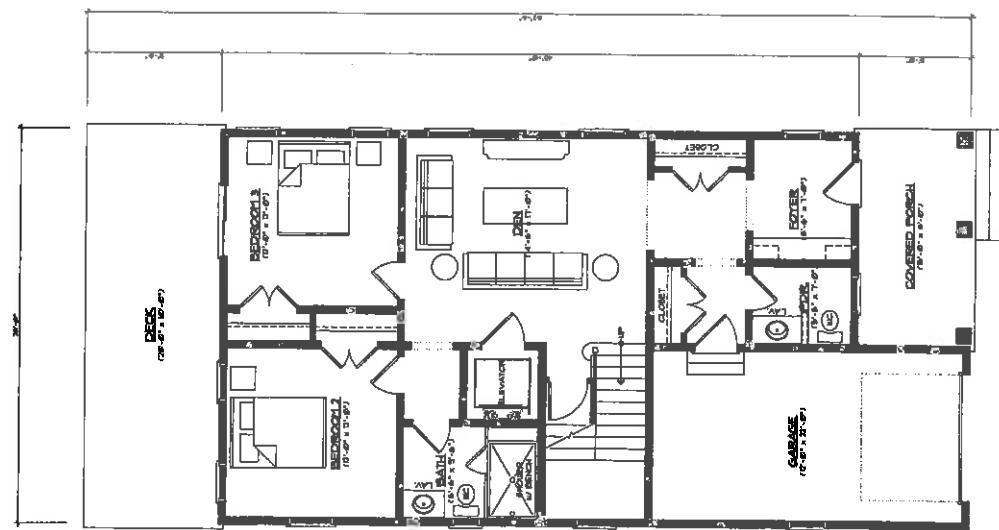




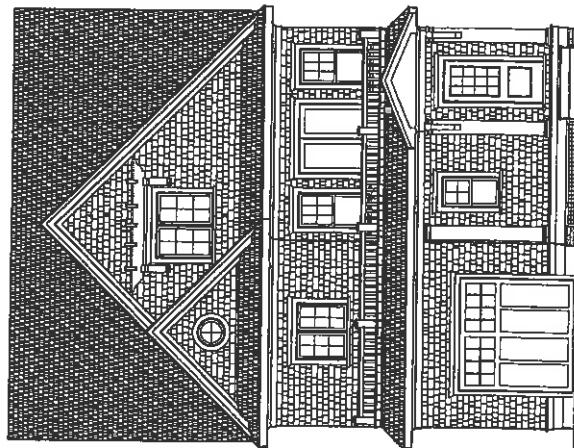
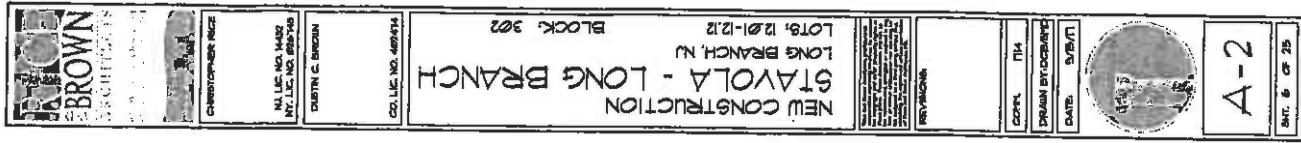




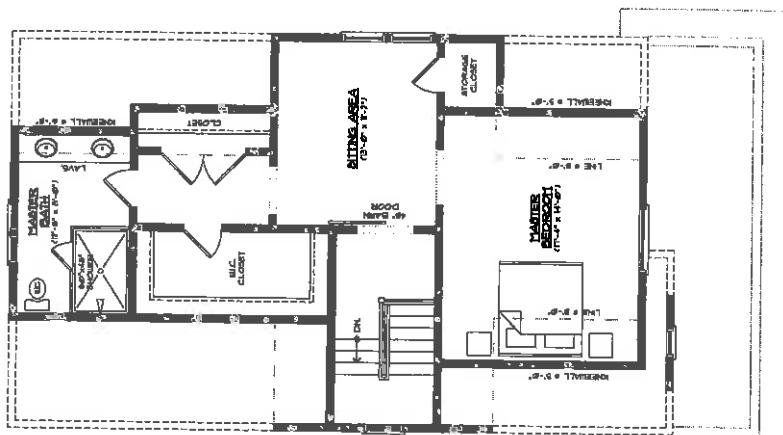
SECOND FLOOR PLAN - MODEL 'A-1'



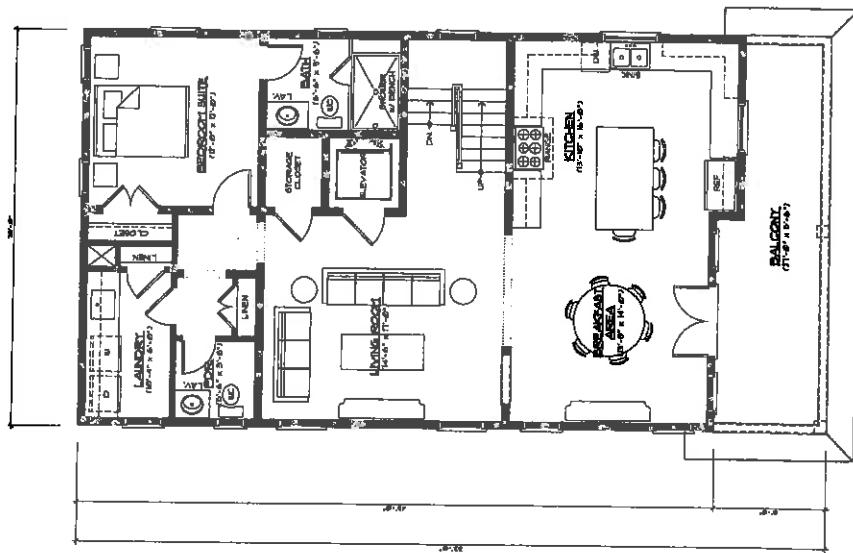
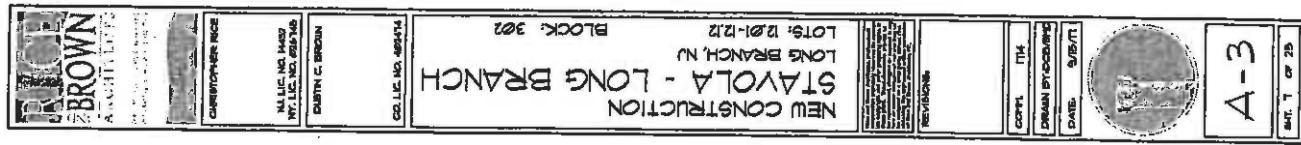
**FIRST FLOOR PLAN - MODEL 'A-1'**



FRONT ELEVATION - MODEL 'A-1'  
SCALE:  $1/4'' = 1'-0''$

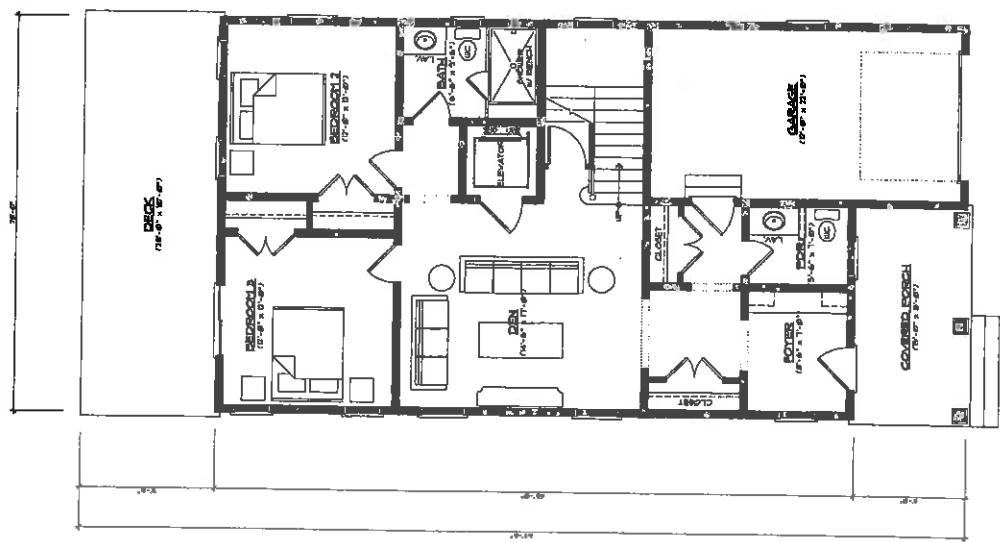


THIRD FLOOR PLAN - MODEL 'A-1'  
SCALE: 1/4" = 1'-0"  
GROSS HABITABLE AREA = 814 SF



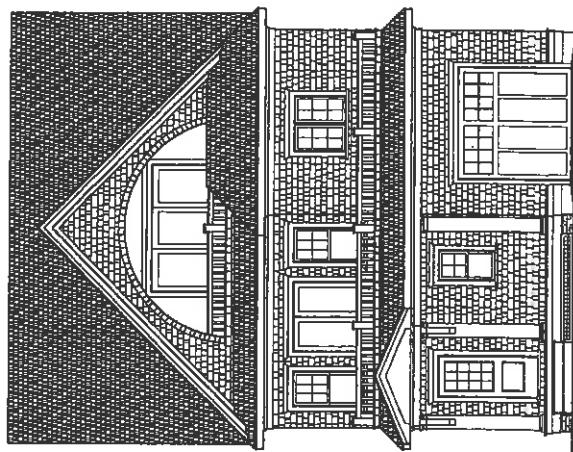
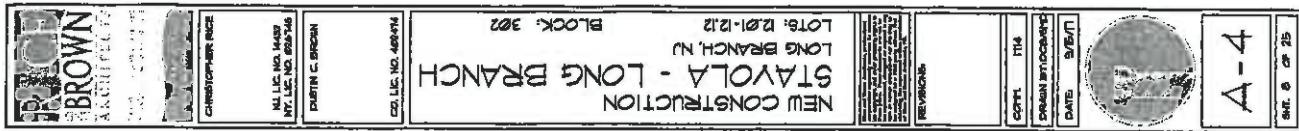
**SECOND FLOOR PLAN - MODEL 'A-2**

12005 HABITABLE AREA • 1286 SF

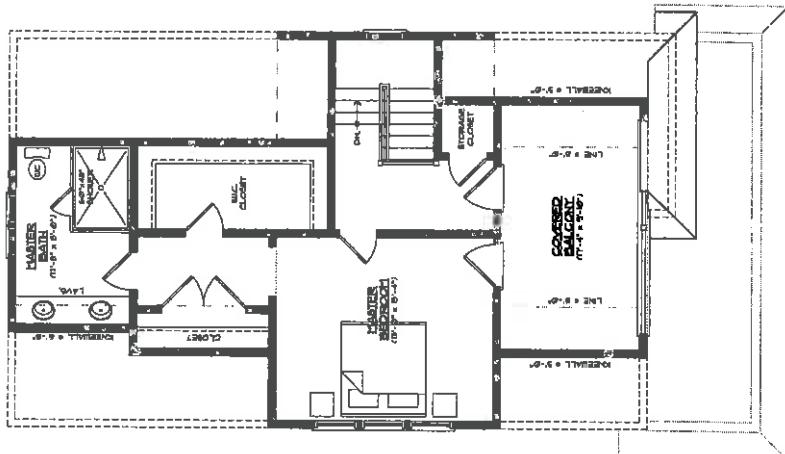


FIRST FLOOR PLAN - MODEL 'A-2'

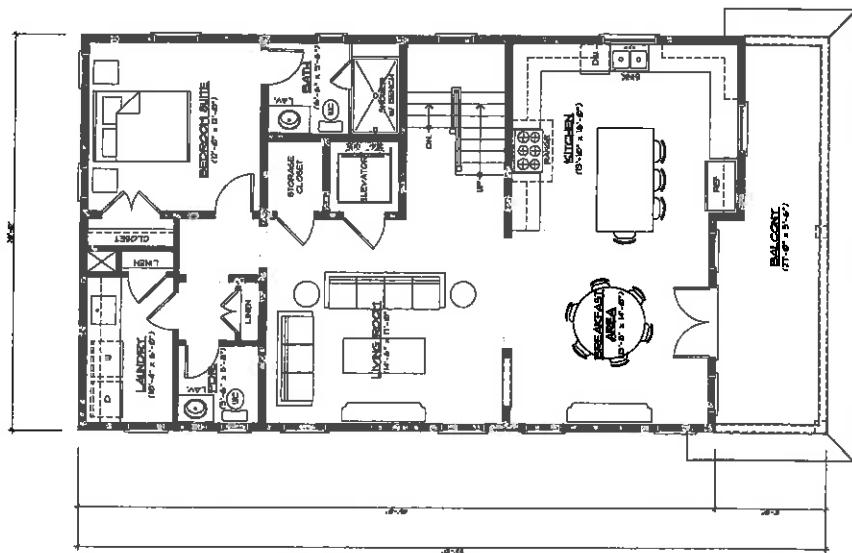
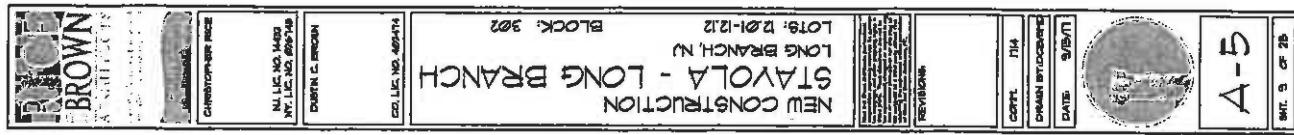
SCALE: 1/4" = 1'-0"



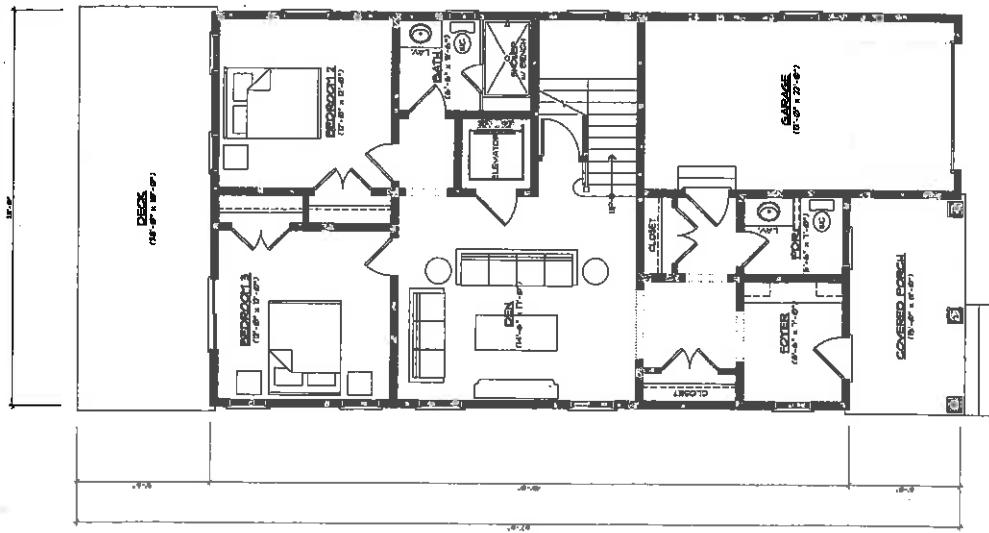
FRONT ELEVATION - MODEL 'A-2'  
SCALE: 1/4" = 1'-0"



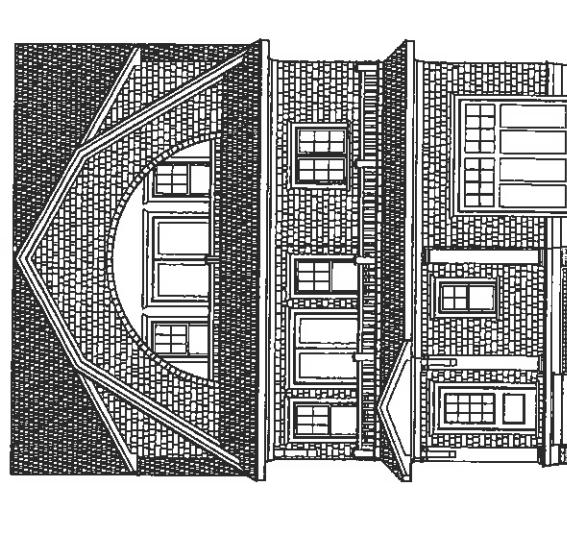
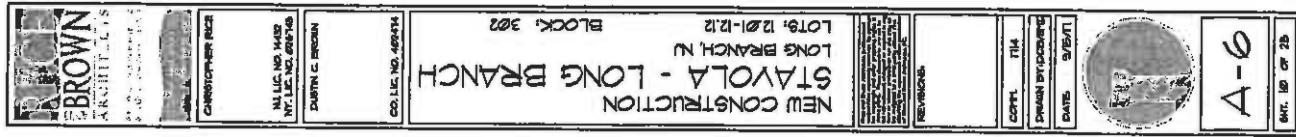
THIRD FLOOR PLAN - MODEL 'A-2'  
SCALE: 1/4" = 1'-0"



**SECOND FLOOR PLAN - MODEL 'A-3'**



FIRST FLOOR PLAN - MODEL 'A-3'  
SCALE: 1/4" = 1'-0"  
GROSS HABITABLE AREA = 1,078 SF

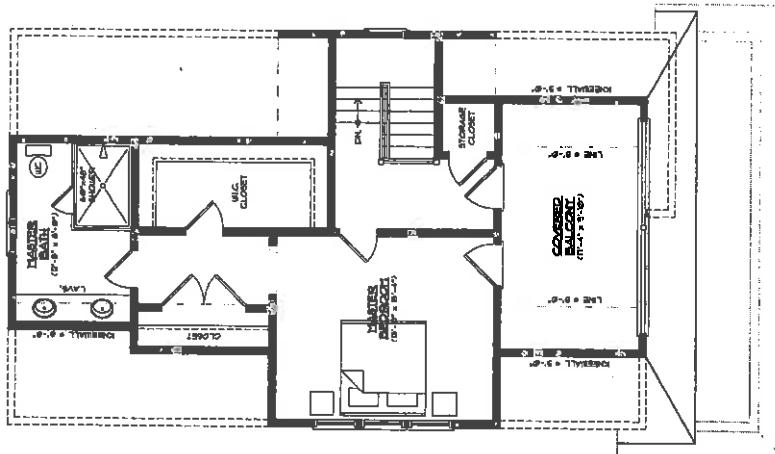


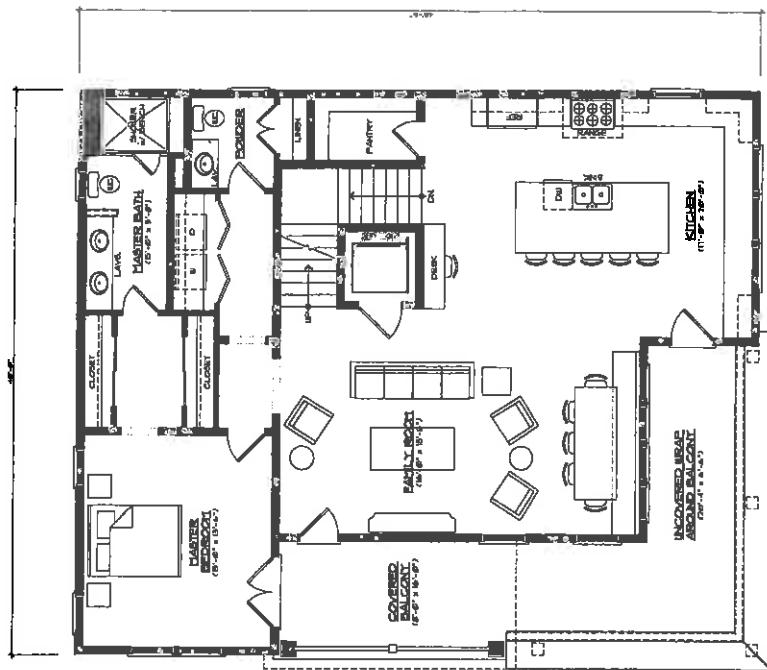
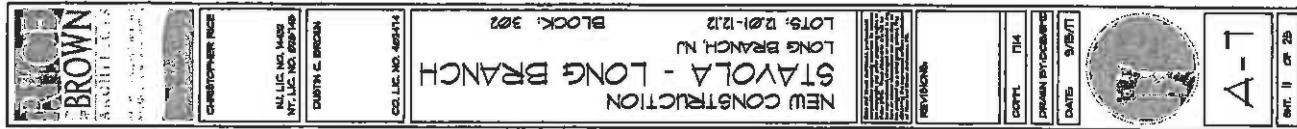
FRONT ELEVATION - MODEL 'A-3'

THIRD FLOOR PLAN - MODEL 'A-3'

SCALE: 1/4" = 1'-0"

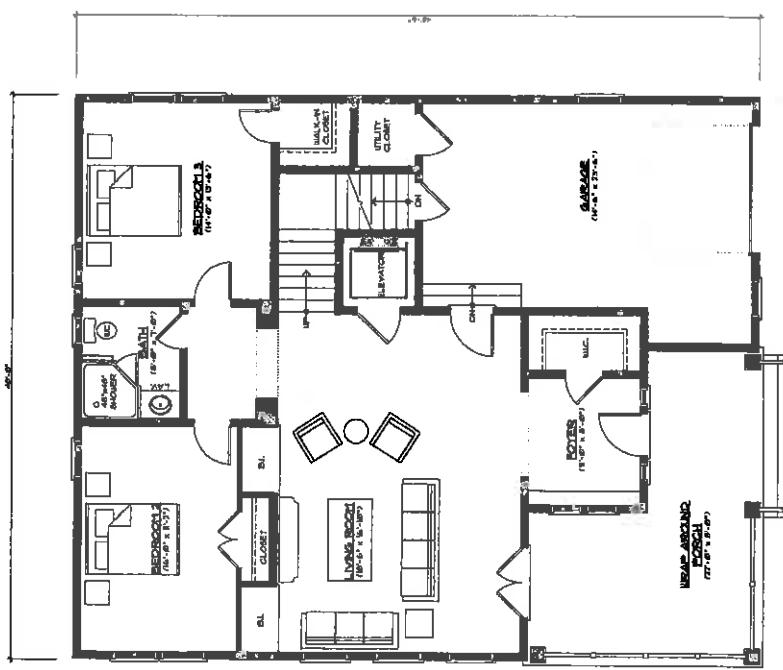
GROSS HABITABLE AREA = 614 SF





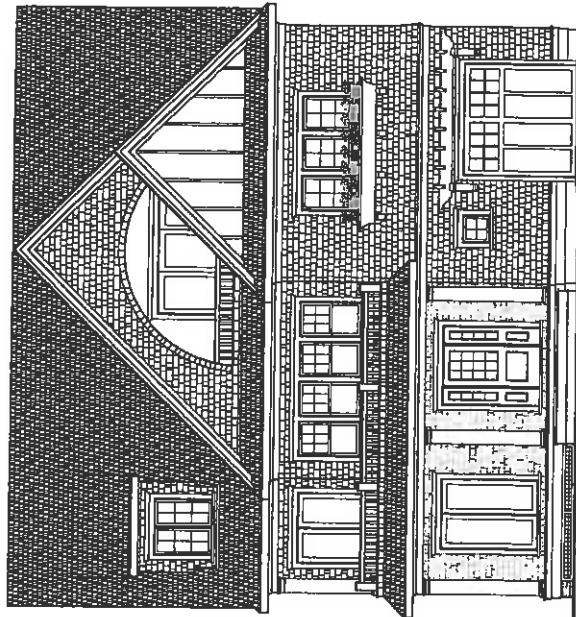
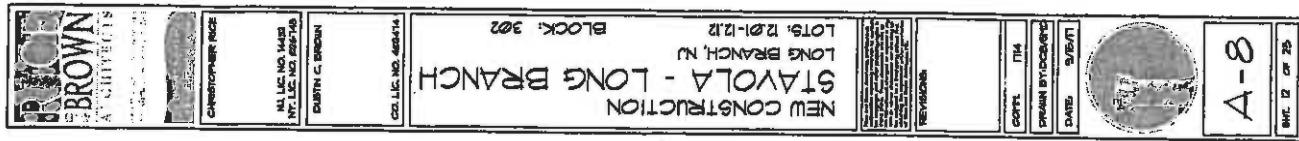
SECOND FLOOR PLAN - MODEL 'B-1'  
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"  
GROSS HABITABLE AREA = 1536 SF

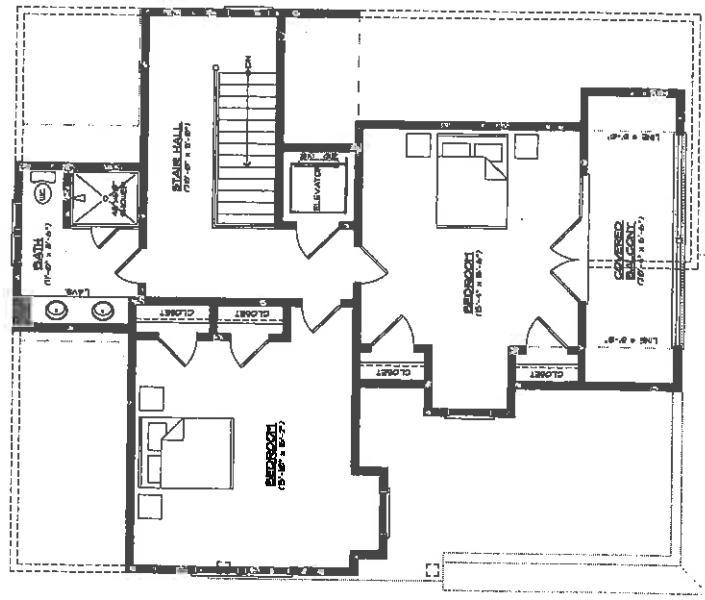


FIRST FLOOR PLAN - MODEL 'B-1'  
SCALE: 1/4" = 1'-0"

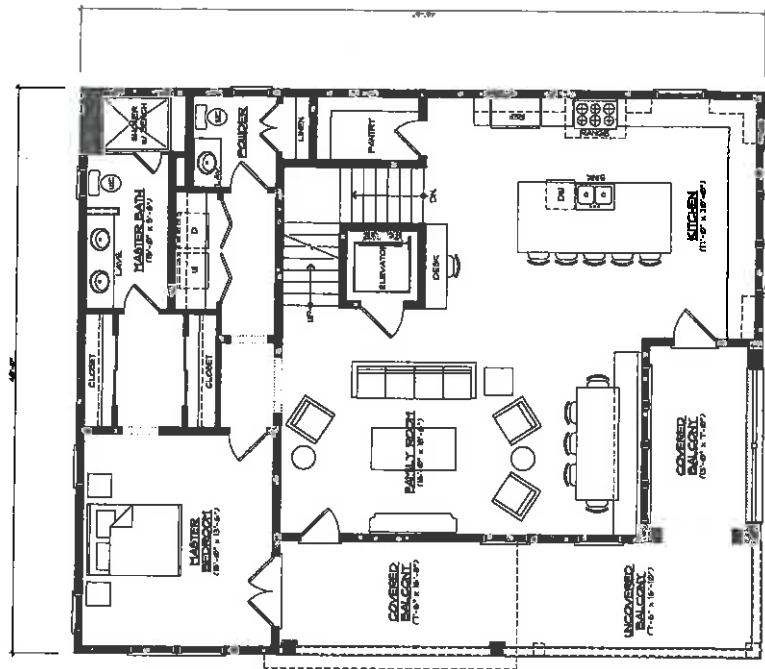
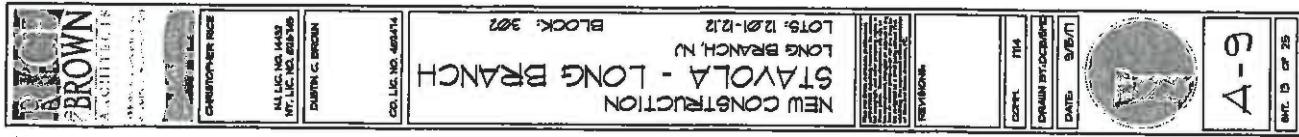
SCALE: 1/4" = 1'-0"



FRONT ELEVATION - MODEL 'B-1'  
SCALE: 1/4" = 1'-0"

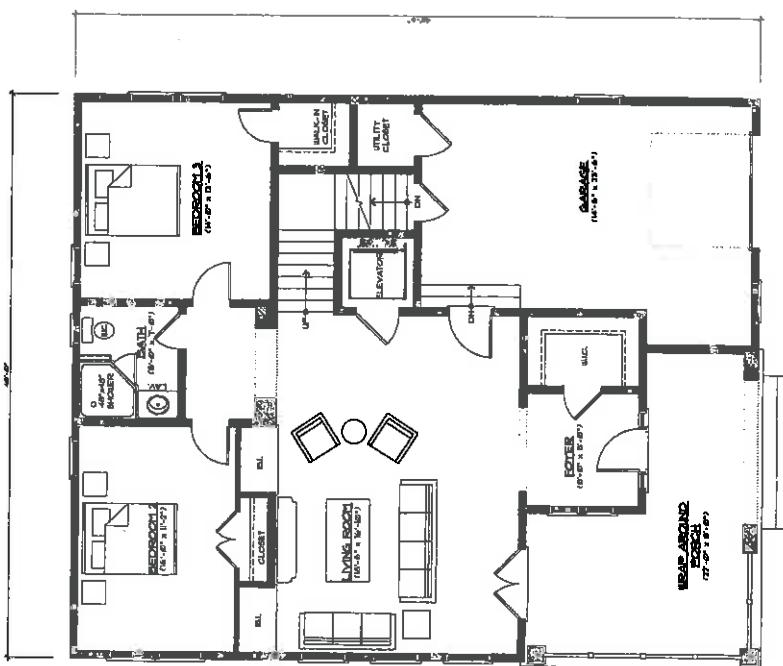


**THIRD FLOOR PLAN - MODEL 'B-1'**  
SCALE:  $1/4" = 1'-0"$   
GROSS HABITABLE AREA = 1015 SF



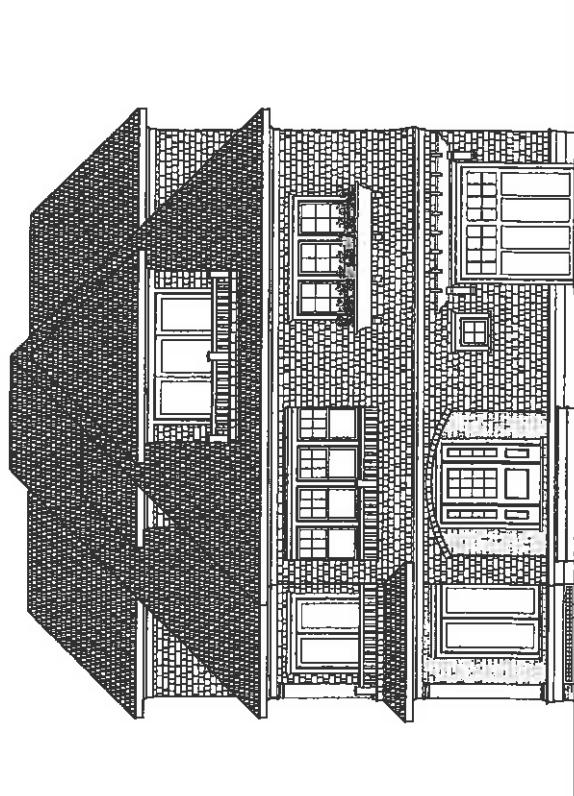
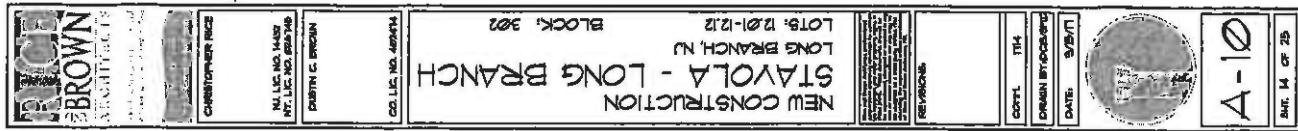
SECOND FLOOR PLAN - MODEL 'B-2'  
Scales: 1/8" = 1'-0"

SCALE 1/4" = 1-0'  
GROSES HABITABLE AREA = 1556 SF



**FIRST FLOOR PLAN - MODEL 'B-2'**  
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

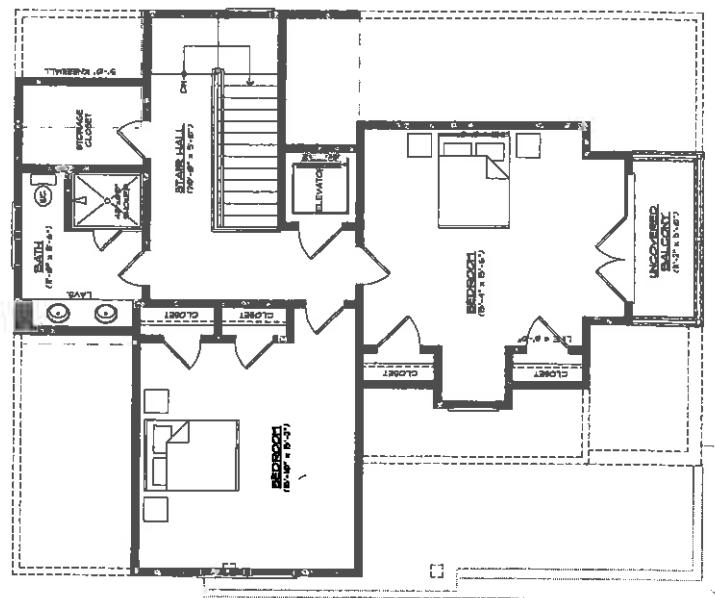


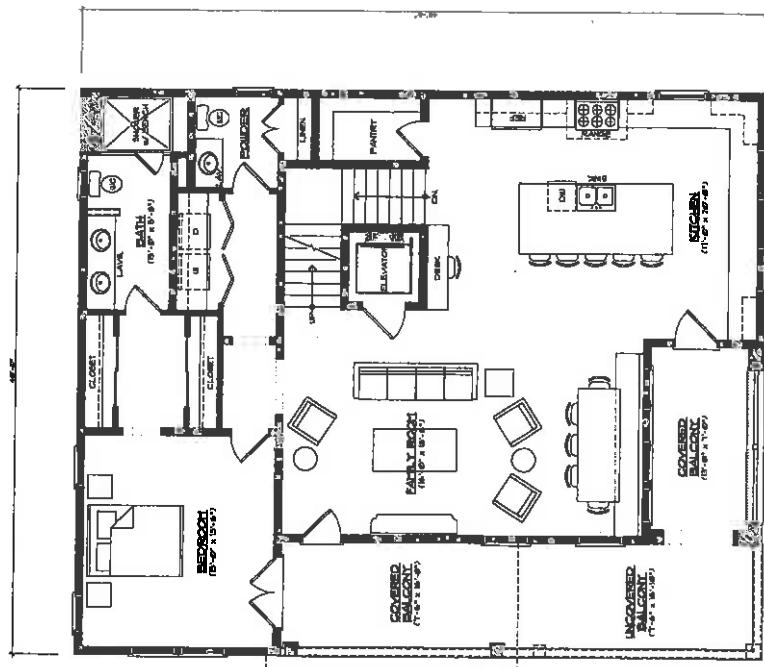
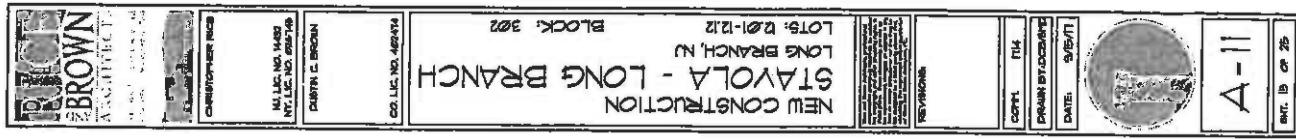
FRONT ELEVATION - MODEL 'B-2'

SCALE: 1/4" = 1'-0"

THIRD FLOOR PLAN - MODEL 'B-2'

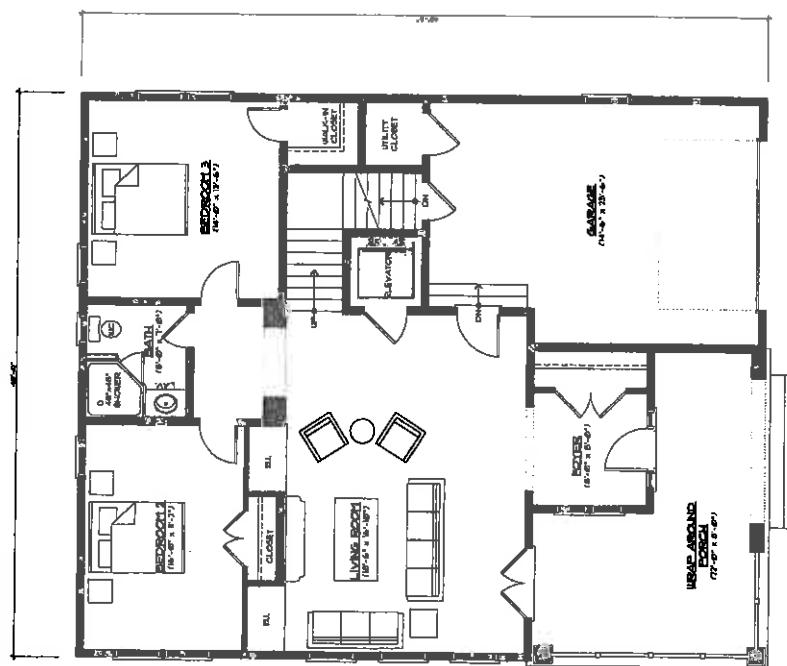
SCALE: 1/4" = 1'-0"  
GROSS HABITABLE AREA • 1090 SF





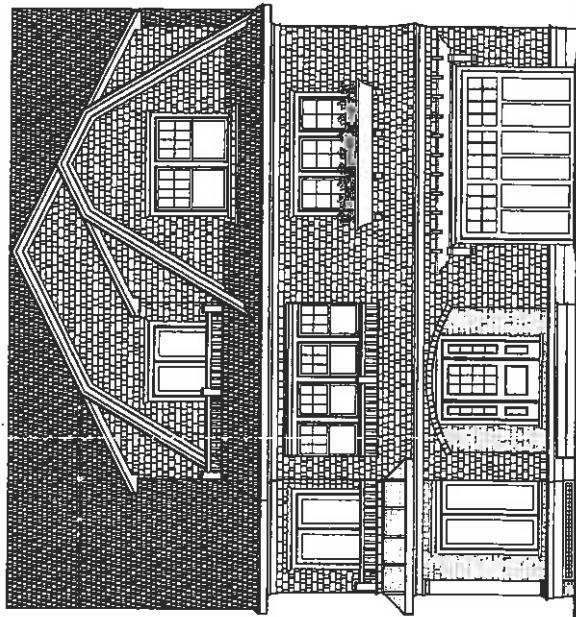
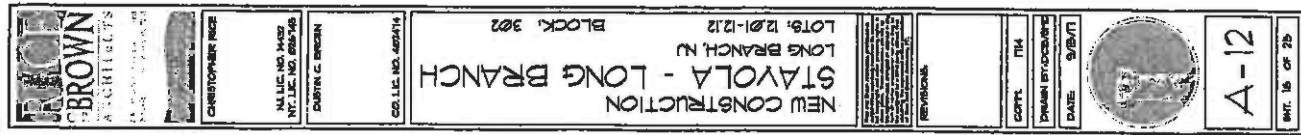
SECOND FLOOR PLAN - MODEL 'B-3'

GROSS HABITABLE AREA = 1556 SF



## FIRST FLOOR PLAN - MODEL 'B-3'

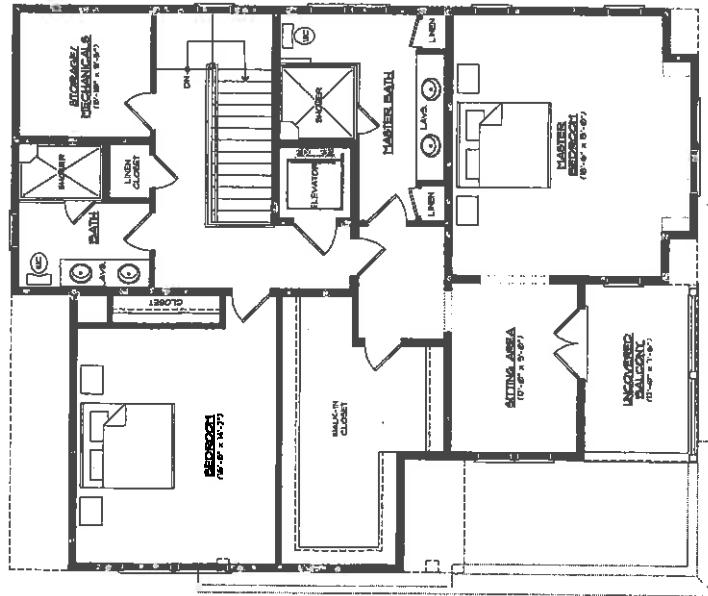
ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅՈՒՆ



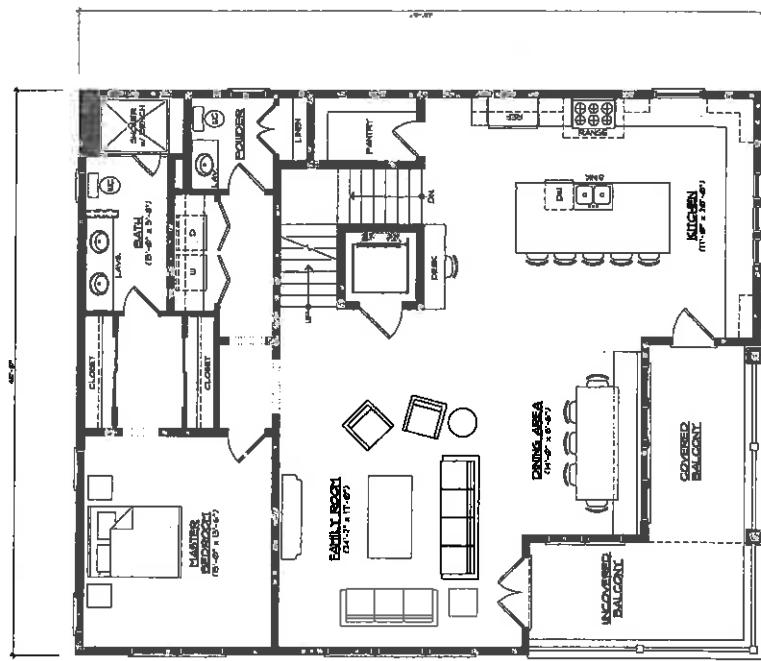
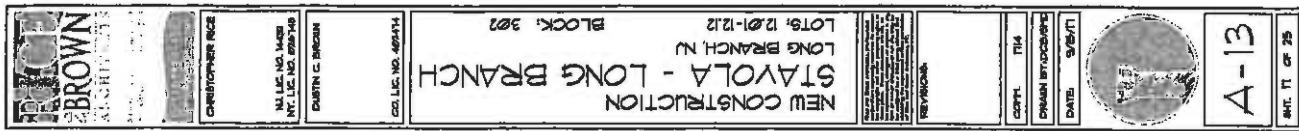
FRONT ELEVATION - MODEL 'B-3'

SCALE: 1/4" = 1'-0"

GROSS HABITABLE AREA = XXX SQ FT

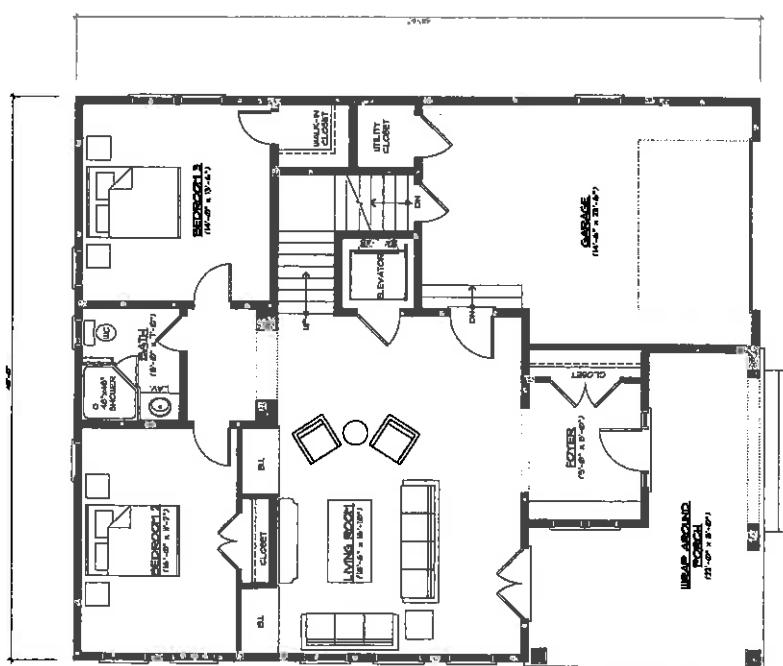


THIRD FLOOR PLAN - MODEL 'B-3'



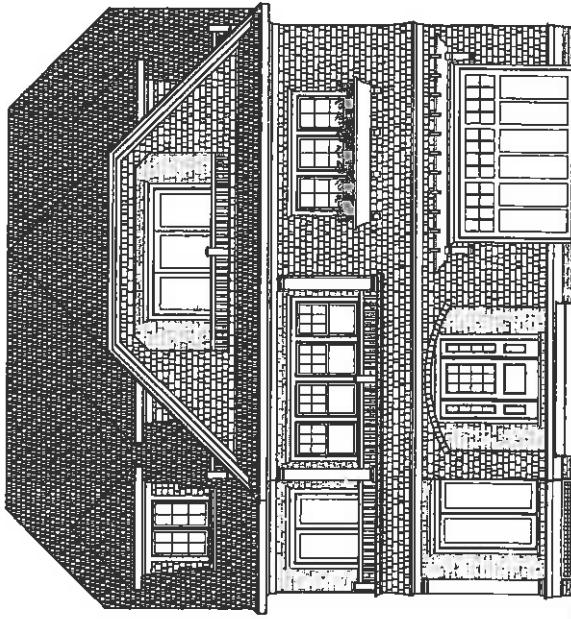
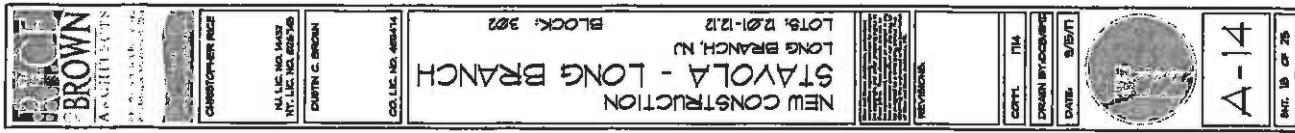
SECOND FLOOR PLAN - MODEL 'C'

SCALE: 1/4" = 1'-0"

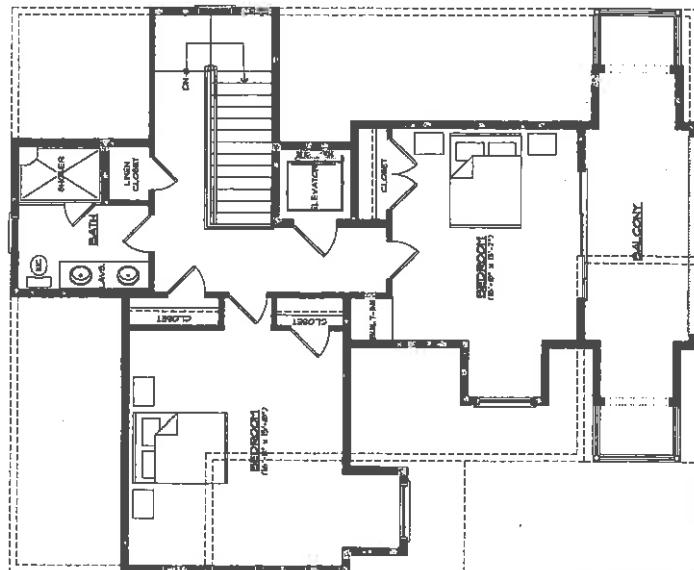


## FIRST FLOOR PLAN - MODEL 'C'

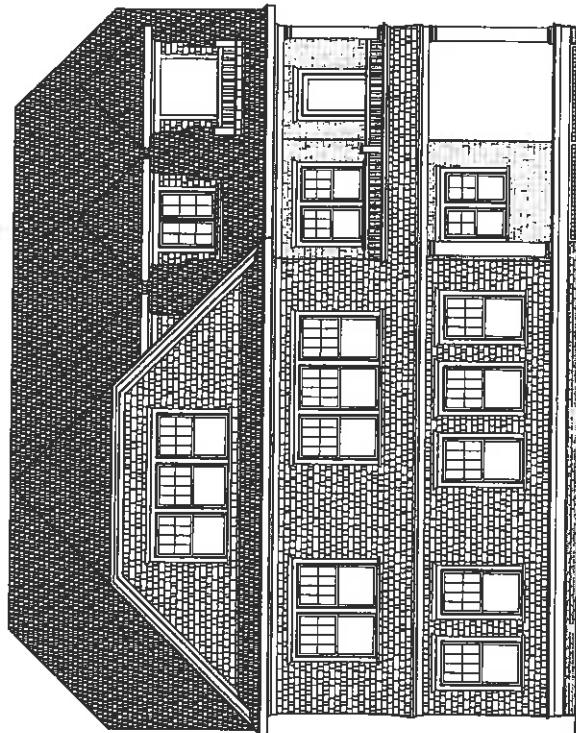
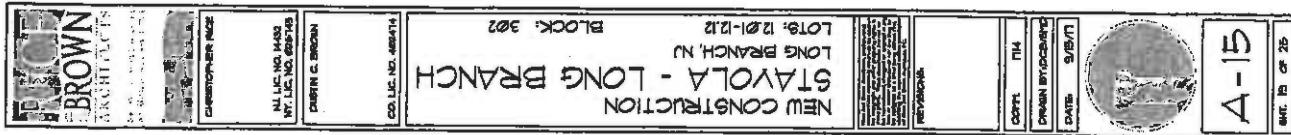
SCALE: 1/4" = 1'-0"



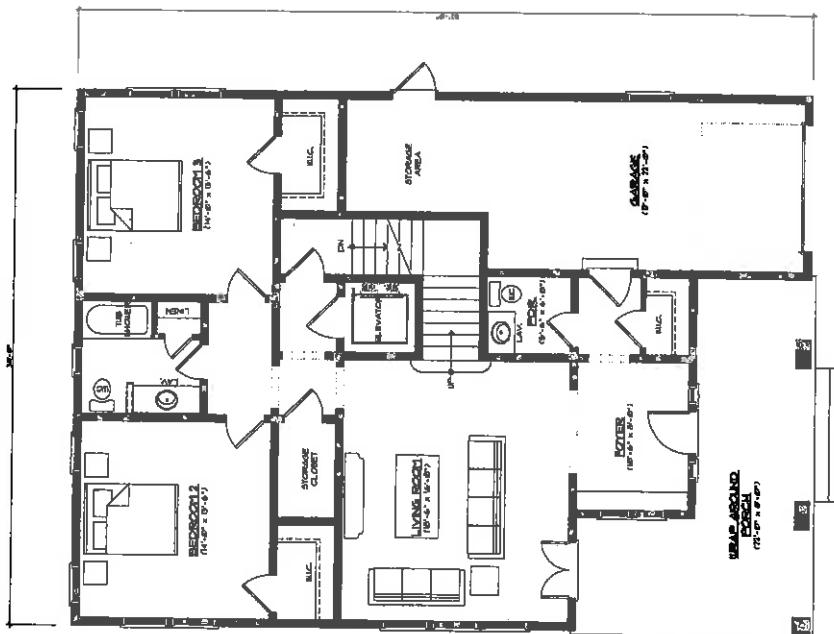
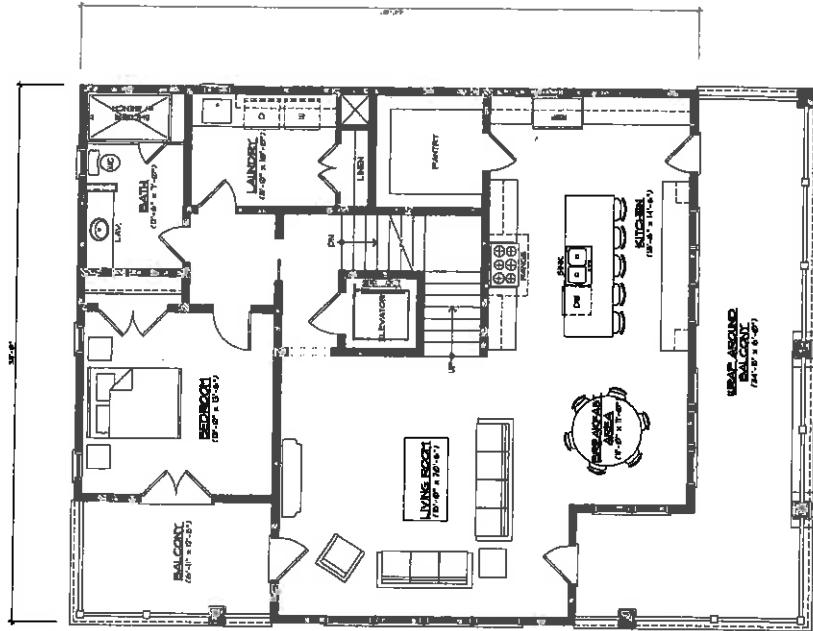
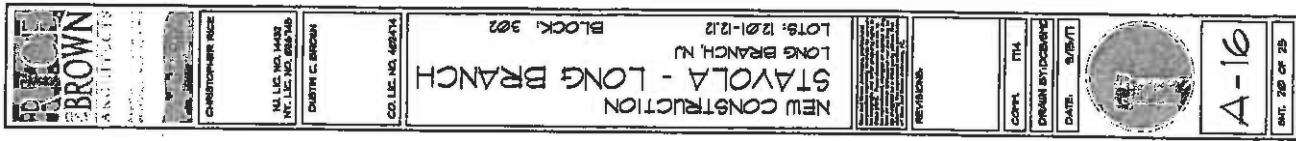
FRONT ELEVATION - MODEL 'C'  
SCALE:  $1/4" = 1'-0"$

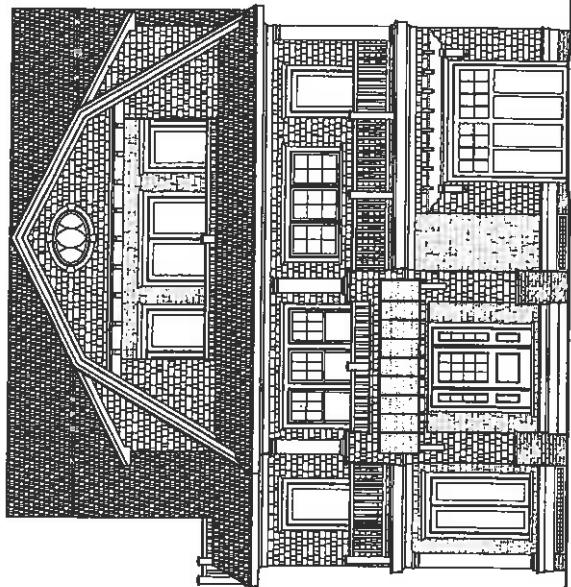
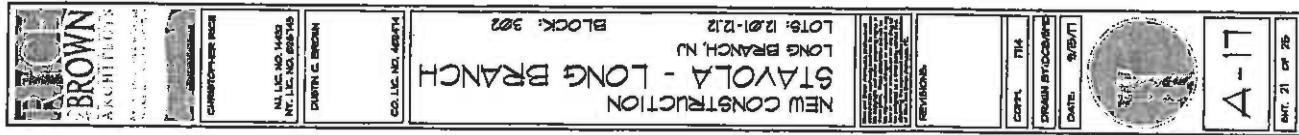


THIRD FLOOR PLAN - MODEL 'C'  
SCALE:  $1/4'' = 1'-0''$



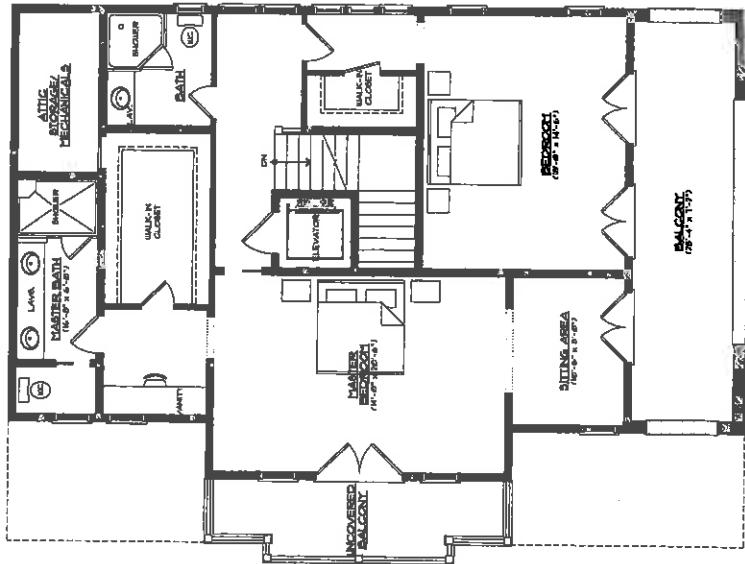
LEFT SIDE ELEVATION - MODEL 'C'  
SCALE: 1/4" = 1'-0"





FRONT ELEVATION - MODEL 'D'

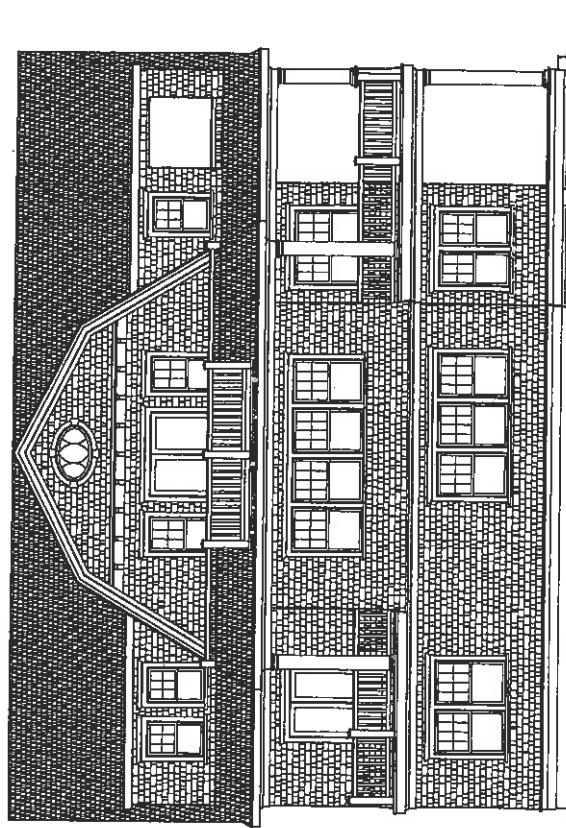
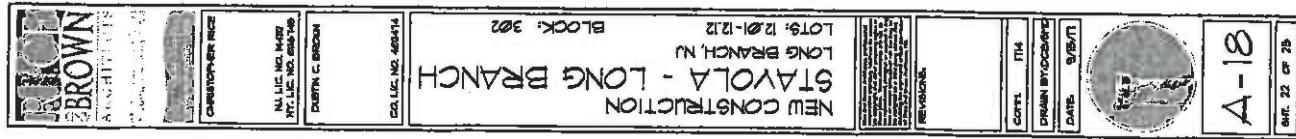
SCALE: 1/4" = 1'-0"



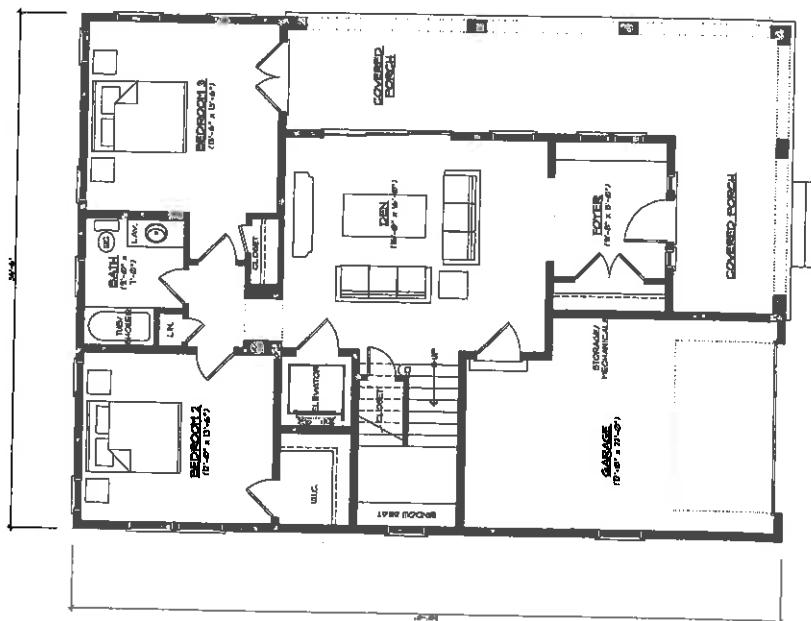
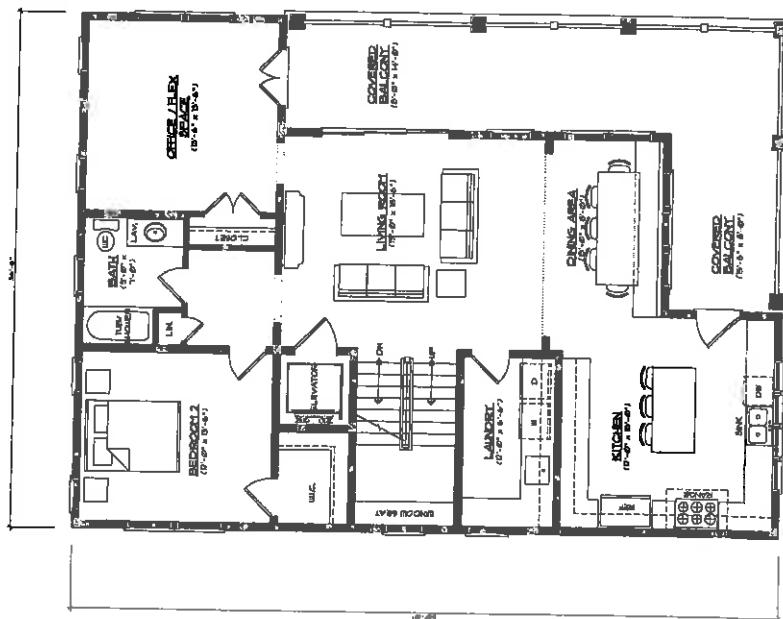
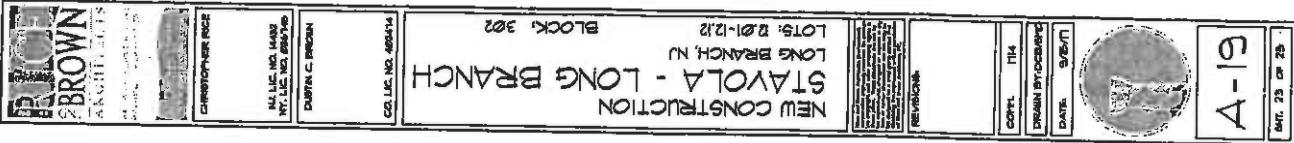
THIRD FLOOR PLAN - MODEL 'D'

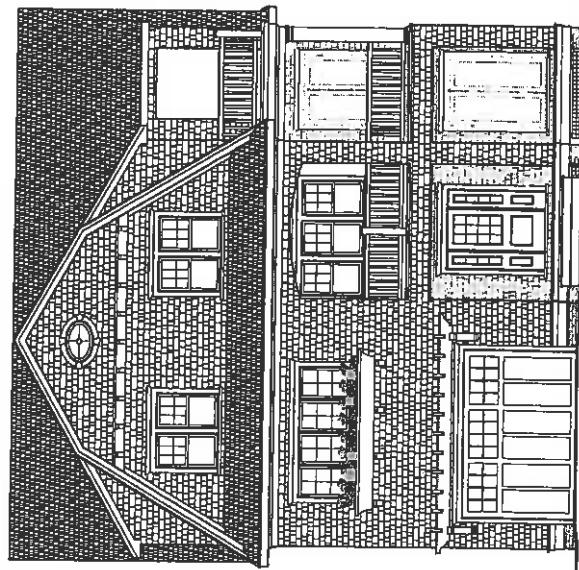
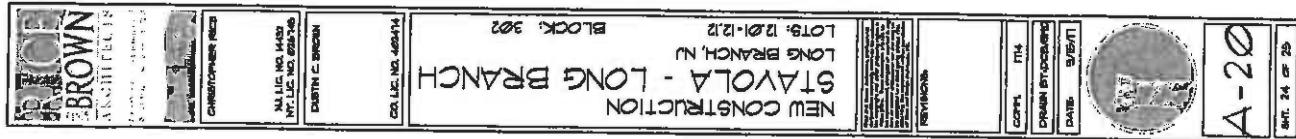
SCALE: 1/4" = 1'-0"

GROSS HABITABLE AREA = 134 sf

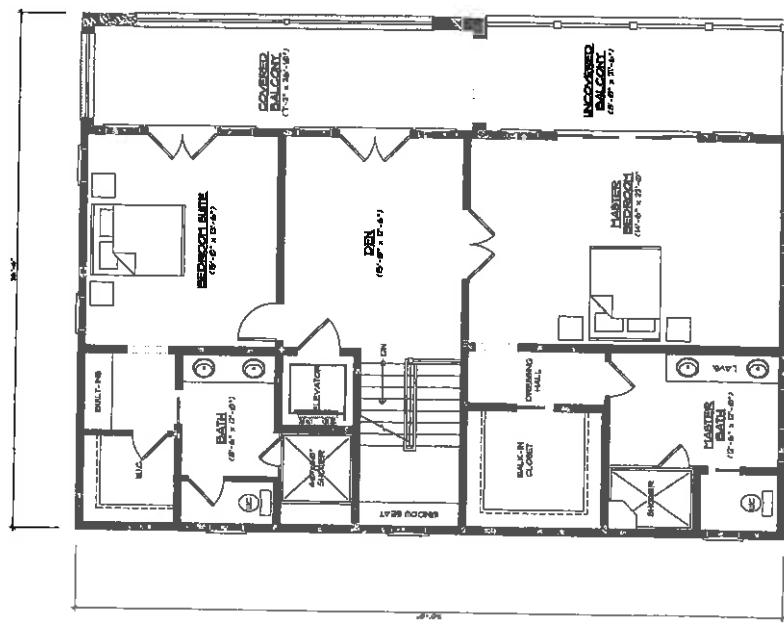


LEFT SIDE ELEVATION - MODEL 'D'  
SCALE: 1/4" = 1'-0"

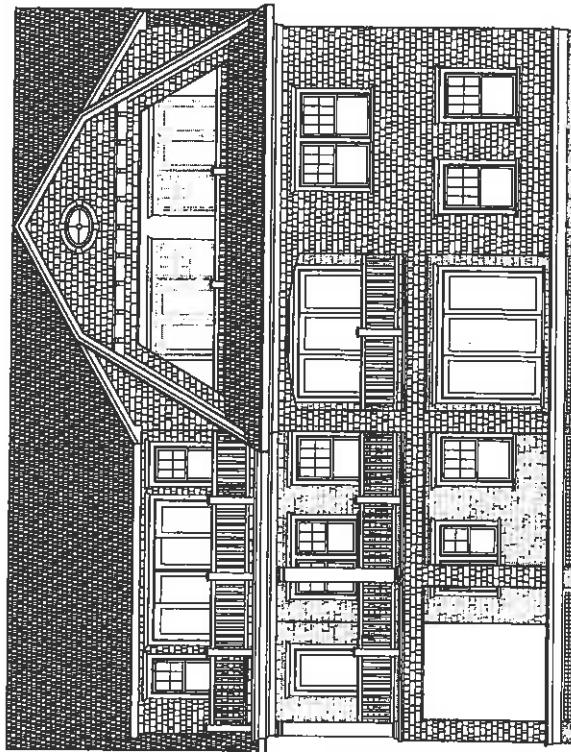
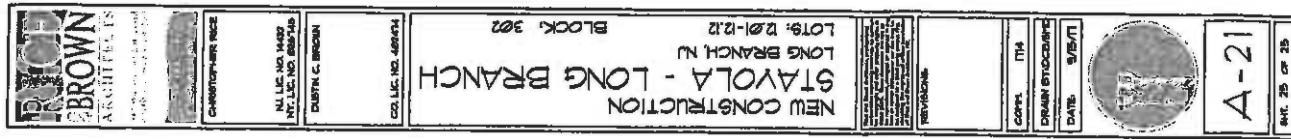




FRONT ELEVATION - MODEL 'E'  
SCALE: 1/4" = 1'-0"

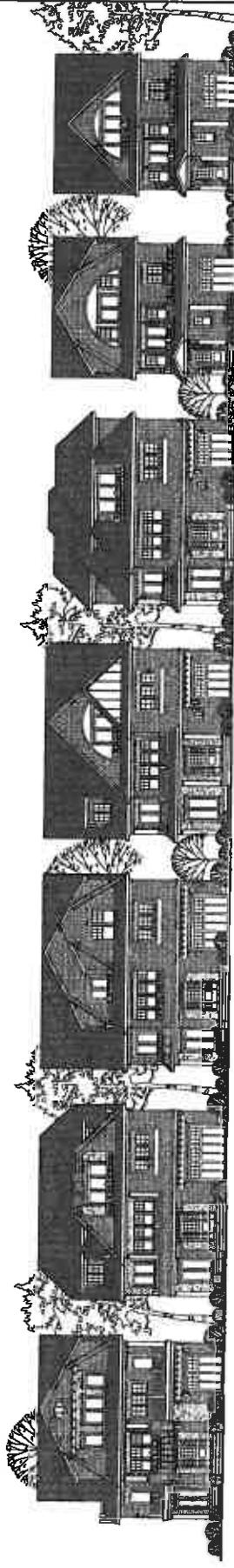
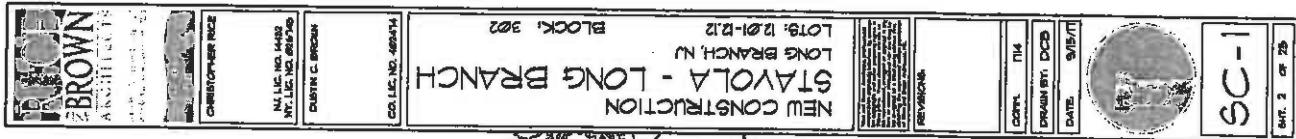


**THIRD FLOOR PLAN - MODEL 'E'**  
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION - MODEL 'E'

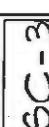
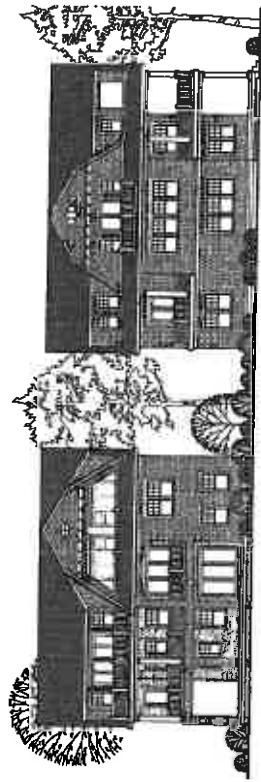
SCALE: 1/4" = 1'-0"



 <b>G. BROWN &amp; SONS INC.</b> ARCHITECTS & ENGINEERS 1000 BROADWAY NEW YORK, N.Y. 10036 (212) 587-1000		CONTRACTOR'S NAME  DALE G. BROWN	NA. LIC. NO. 140-000-000 N.Y. LIC. NO. 100-000-000	NEW CONSTRUCTION STAVOLA - LONG BRANCH	LONG BRANCH, N.J. LOT 12-12-12 BLOCK 302	REMARKS  REMARKS  REMARKS	COPIED 114	DRAINED BY: DCEB DATE: 10/14/94	SC-2	SET. 3 OF 25
---	--	--	---	---	--	---------------------------------------	---------------	------------------------------------	------	--------------



OCEAN TERRACE STREETSCAPE  
NOT TO SCALE

 <b>TATE &amp; BROWN</b> Architects									
1200 Ocean Avenue, Suite 200 Long Branch, NJ 07740 (732) 229-1212		NEW CONSTRUCTION <b>STAVALA - LONG BRANCH</b>		LONG BRANCH, NJ LOT 5, E. 01-1212 BLOCK 302					
N.J. LIC. NO. 349-000 N.Y. LIC. NO. 0826749		CHRISTOPHER HORN		MARTIN C. BROWN					
CO. LIC. NO. 400174									
									
									

OCEAN AVENUE\_NORTH STREETSCAPE  
NOT TO SCALE

**SC-3**

Sheet 4 of 25





9-18

**RESOLUTION  
2018 TEMPORARY BUDGET**

WHEREAS, it is necessary to make appropriations to provide for the period between the beginning of the fiscal year and the adoption of the 2018 Budget, and,

WHEREAS, N.J.S.A. 40A: 4-19 allows for the creation of such appropriations, not to exceed 26.25% of the total of the appropriations made for all purposes in the budget of the preceding fiscal year, excluding, in both instances, appropriations made for Interest and Debt Redemption charges, Capital Improvements and Public Assistance, and,

WHEREAS, the Director of Finance has compiled a Temporary budget in conformity with N.J.S.A. 40A: 4-19, and,

WHEREAS, said appropriations, before provision for Interest and Debt Redemption charges, Public Assistance, and Capital Improvement Fund total \$12,445,497.10, to which is added Interest and Debt Redemption charges, Capital Improvement Fund and Public Assistance appropriations totaling \$3,028,000.00, for a total Temporary Budget \$15,473,497.10.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the attached list of appropriations totaling \$15,473,497.10 be, and the same is, hereby adopted as the Temporary Budget of the City of Long Branch for the year 2018.

MOVED:

*Bastelli*

SECONDED: *Sinanni*

AYES: *4*

NAYES: *0*

ABSENT: *1-Billings*

ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A

REGULAR MEETING HELD ON Monday 9/10/18

IN WITNESS WHEREOF, I HAVE HERETOINTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 10 DAY OF January 2018

*Kathy L. Schmelz, M.C.*

## Budget Appropriations

	2,017.00 TEMPORARY BUDGET APPROPRIATIONS	2,017.00 ADOPTED BUDGET APPROPRIATIONS	2018 TEMPORARY BUDGET APPROPRIATIONS
<b>a) Operations - within "CAPS"</b>			
General Administration			
Office of the Chief Executive - Mayor			
Salaries and Wages	18,550.61	75,650.00	20,047.25
Other Expenses	2,178.75	8,300.00	2,199.50
Office of the Chief Administrator			
Salaries and Wages	110,461.58	430,806.00	114,163.59
Other Expenses	3,496.50	13,320.00	3,529.80
Miscellaneous Other Expenses (Vet. Service Officer)	2,325.75	8,860.00	2,347.90
Miscellaneous Other Expense (Green City)	1,867.69	6,500.00	1,722.50
Miscellaneous Other Expense (IT Services)	31,494.75	133,000.00	75,000.00
Miscellaneous Other Expenses (Special Events)	50,000.00	95,000.00	65,000.00
Division of Personnel			
Salaries and Wages	32,550.00	129,600.00	34,344.00
Other Expenses	630.00	2,400.00	636.00
Central Switchboard			
Salaries and Wages	13,440.00	52,200.00	13,833.00
Office of Emergency Management			
Salaries and Wages	1,968.75	7,500.00	1,987.50
Other Expenses	40,000.00	43,164.00	36,438.46
Office of the City Council			
Salaries and Wages	4,593.75	17,500.00	4,637.50
Other Expenses	1,036.88	6,050.00	1,603.25
Office of the City Attorney			
Salaries and Wages (Prosecutor / Ass't City Attorney)	7,875.00	30,000.00	7,950.00
Other Expenses	144,375.00	550,000.00	145,750.00
Misc. -Other Expenses (Labor Counsel)	26,250.00	125,000.00	33,125.00
Misc. -Other Expenses (Planning Board Attorney)	2,625.00	10,000.00	2,650.00
Misc. -Other Expenses (Zoning Board Attorney)	2,625.00	10,000.00	2,650.00
Misc. -Other Expenses (Prosecutor / Ass't City Attorney)	1,312.50	5,000.00	1,325.00
Misc. - Other Expenses (Retainer City Attorney)	7,875.00	30,000.00	7,950.00
Office of the City Clerk			
Salaries and Wages	51,450.00	211,000.00	55,915.00
Other Expenses	7,185.94	29,905.00	7,924.83
Misc- Other Expenses	13,041.00	51,680.00	13,695.20
Department of Finance			
Office of the Director			
Salaries and Wages	51,712.50	160,500.00	42,532.50
Other Expenses	6,562.50	25,000.00	6,625.00
Division of Accounts and Control			
Salaries and Wages	102,375.00	394,650.00	104,582.25
Other Expenses	13,170.94	45,175.00	11,971.38

Misc. Other Expenses (Audit Services)	20,973.75	79,900.00	21,173.50
Office of the Tax Collector			
Salaries and Wages	51,712.50	200,000.00	53,000.00
Other Expenses	6,037.50	24,000.00	6,360.00
Division of Purchasing			
Salaries and Wages	50,793.75	197,200.00	52,258.00
Other Expenses	1,740.38	5,580.00	1,478.70
Central Reproduction			
Other Expenses	1,732.50	6,600.00	1,749.00
Central Postage			
Other Expenses	19,031.25	72,500.00	30,000.00
Insurance			
Employee Group Health	1,208,550.00	4,604,000.00	1,220,060.00
Health Benefit Waiver		90,000.00	-
General Liability	400,000.00	837,458.00	400,000.00
Workers Compensation	400,000.00	1,066,520.00	500,000.00
Department of Public Works			
Office of the Director			
Salaries and Wages	103,687.50	412,500.00	109,312.50
Other Expenses	7,914.38	35,500.00	9,407.50
Division of Street Construction & Maintenance			
Salaries and Wages	279,562.50	1,086,500.00	287,922.50
Other Expenses	68,671.31	302,500.00	150,000.00
Office of the City Engineer			
Other Expenses	42,000.00	160,000.00	42,400.00
Municipal Garage			
Salaries and Wages	111,300.00	430,500.00	114,082.50
Other Expenses	126,406.88	537,600.00	142,464.00
Division of Parks			
Salaries and Wages	71,045.63	276,500.00	73,272.50
Other Expenses	14,341.95	60,800.00	16,112.00
Miscellaneous Other Expense			
Division of Public Facilities			
Salaries and Wages	240,712.50	969,500.00	256,917.50
Other Expenses	43,535.63	165,850.00	80,000.00
Misc. Other Expenses			
Division of Solid Waste / Recycling			
Salaries and Wages	329,437.50	1,280,000.00	339,200.00
Other Expenses	6,825.00	26,000.00	6,890.00
Disposal Costs (Sanitation and Recycling)			
Other Expenses	357,446.25	1,361,700.00	360,850.50
Department of Public Safety			
Office of the Director			
Salaries and Wages	52,307.89	200,600.00	53,159.00
Other Expenses	1,168.13	4,450.00	1,179.25
Division of Police			

Salaries and Wages	2,726,850.00	10,550,000.00	2,795,750.00
Other Expenses	350,000.00	671,272.15	250,000.00
 Police Dispatch			
Salaries and Wages	105,787.50	411,000.00	108,915.00
 School Traffic Guards			
Salaries and Wages	40,162.50	153,000.00	40,545.00
Other Expenses	343.88	1,310.00	347.15
 Traffic Control			
Salaries and Wages	60,375.00	265,000.00	70,225.00
Other Expenses	6,409.20	24,416.00	6,470.24
Miscellaneous Other Expense (Parking Meters)	23,625.00	170,000.00	75,000.00
 Division of Fire			
Salaries and Wages	616,875.00	2,460,000.00	651,900.00
Other Expenses	75,000.00	202,121.07	53,562.08
Miscellaneous Other Expense (Chiefs Honorariums)	1,443.75	4,500.00	1,192.50
Miscellaneous Other Expense (Appraisals)	3,937.50	15,000.00	3,975.00
 Fire House Rental			
	8,426.25	32,100.00	8,506.50
 Miscellaneous Other Expenses			
	4,200.00	16,000.00	4,240.00
 Contribution to Volunteer First Aid Squads			
Other Expenses		74,000.00	-
 Division of Fire			
Uniform Fire Safety			
(Chapter 383, P.L. 1983)			
Salaries and Wages	127,000.69	493,500.00	130,777.50
Other Expenses	6,798.75	25,900.00	6,863.50
Miscellaneous Other Expense	34,951.88	133,150.00	35,284.75
 Department of Health			
Office of the Director			
Salaries and Wages	123,375.00	448,000.00	118,720.00
Other Expenses	13,007.40	49,552.00	13,131.28
Miscellaneous Other Expenses			
Bloodborne Pathogen Immunization	446.25	1,700.00	450.50
Animal Control Subsidy (to Trust)	68,250.00	260,000.00	68,900.00
Public Health Consortium	13,125.00	8,990.00	2,382.35
 Bureau of Welfare			
Miscellaneous Other Expenses (Reloc)	2,362.50	9,000.00	2,385.00
 Department of Recreation			
Office of the Director			
Salaries and Wages	94,500.00	369,000.00	97,785.00
Other Expenses	7,290.94	20,807.00	5,513.86
Miscellaneous Other Expense	4,045.13	15,410.00	4,083.65
 Bureau of Recreation			
Salaries and Wages	20,638.80	78,624.00	20,835.36
Other Expenses	11,034.19	42,035.00	11,139.28
Miscellaneous-Other Expenses (celebrations)	8,439.38	35,150.00	9,314.75
 Bureau of Conservation (Beaches)			
Salaries and Wages	25,000.00	723,000.00	25,000.00
Other Expenses	75,000.00	128,805.12	90,000.00

<b>Misc. Other Expenses</b>				
Office of Senior Citizen Activities				
Salaries and Wages	20,212.50	77,000.00	20,405.00	
Other Expenses	5,958.75	24,200.00	6,413.00	
Environmental Commission				
Other Expenses	118.13	450.00	119.25	
Miscellaneous Other Expense (Grant Match)	1,050.00	4,000.00	1,060.00	
Office of Cable Television Commission				
Other Expenses	6,195.00	23,600.00	6,254.00	
Long Branch Arts Council				
Other Expenses	5,512.50	21,000.00	5,565.00	
Urban Enterprise Zone				
Salaries and Wages	7,875.00	30,000.00	15,000.00	
Other Expenses	861.00	3,280.00	869.20	
Long Branch Parking Authority				
Other Expenses		2,500.00	662.50	
<b>Statutory &amp; Other Agencies</b>				
Planning Board				
Other Expenses	1,925.44	7,335.00	1,943.78	
Misc. - Other Expenses (Retainer)	1,575.00	6,000.00	1,590.00	
Zoning Board of Adjustment				
Other Expenses	1,689.19	6,435.00	1,705.28	
Misc. - Other Expenses (Retainer)	3,150.00	12,000.00	3,180.00	
Department of Building & Development				
Office of the Director				
Salaries and Wages	35,530.13	138,000.00	36,570.00	
Other Expenses	1,937.25	7,380.00	1,955.70	
Miscellaneous Other Expense (Demolition)	15,750.00	60,000.00	15,900.00	
Office of the Construction Code Official				
Salaries and Wages	129,045.00	505,000.00	133,825.00	
Other Expenses	6,115.20	23,546.00	6,239.69	
Miscellaneous Other Expense	45,071.25	171,700.00	45,500.50	
Office of Planning				
Salaries and Wages	78,618.75	305,500.00	80,957.50	
Other Expenses	2,268.00	8,640.00	2,289.60	
Miscellaneous-Other Expenses (Redevelopment)	57,750.00	220,000.00	58,300.00	
Office of the Tax Assessor				
Salaries and Wages	52,762.50	264,500.00	70,092.50	
Other Expenses	1,858.50	7,580.00	2,008.70	
Miscellaneous Other Expenses	18,298.61	69,692.00	18,468.38	
Revaluation				
Municipal Court				
Salaries and Wages	110,250.00	429,000.00	113,685.00	
Other Expenses	43,848.26	183,759.00	48,696.14	
Municipal Public Defender				
Salaries and Wages	5,775.00	22,000.00	5,830.00	

Salary Adjustments			
Salaries & Wages		200,000.00	
Unclassified:			
Utilities:			
Electricity	59,062.50	225,000.00	59,625.00
Telephone	49,875.00	175,000.00	46,375.00
Natural Gas	75,000.00	90,000.00	23,850.00
Street Lighting	118,125.00	450,000.00	119,250.00
Fire Hydrant Service	52,762.50	206,000.00	54,590.00
Water	12,600.00	68,000.00	18,020.00
Other (specify)			
Sewer	3,412.50	13,000.00	3,445.00
Diesel Fuel	66,937.50	255,000.00	67,575.00
Gasoline	78,750.00	250,000.00	66,250.00
Accumulated Leave Compensation			
Salaries and Wages	200,000.00	200,000.00	53,000.00
<hr/>	<hr/>	<hr/>	<hr/>
Total Operations {Item 8(A)} within "CAPS"	10,806,192.45	39,860,457.34	11,081,646
<hr/>	<hr/>	<hr/>	<hr/>
<b>B. Contingent</b>			
<hr/>	<hr/>	<hr/>	<hr/>
Total Operations Including Contingent- within "CAPS"	10,806,192.45	39,860,457.34	11,081,646
<hr/>	<hr/>	<hr/>	<hr/>
Deferred Charges and Statutory Expenditures- Municipal within "CAPS"			
<hr/>	<hr/>	<hr/>	<hr/>
<b>DEFERRED CHARGES:</b>			
Emergency Authorizations			
<hr/>	<hr/>	<hr/>	<hr/>
<b>STATUTORY EXPENDITURES:</b>			
<hr/>	<hr/>	<hr/>	<hr/>
Public Employees Retirement System		1,280,704.00	
Social Security System (O.A.S.I.)	261,843.75	1,047,375.00	277,554.38
Police & Firemens Retirement System of New Jersey		2,981,736.00	
Defined Contribution Retirement Plan	2,625.00	10,000.00	2,650.00
Unemployment Insurance		50,000.00	
<hr/>	<hr/>	<hr/>	<hr/>
Total Deferred Charges and Statutory Expenditures-Municipal within "CAPS"	264,468.75	5,369,815.00	280,204
<hr/>	<hr/>	<hr/>	<hr/>
Total General Appropriations for Municipal Purposes within "CAPS"	11,070,661.20	45,230,272.34	11,361,851
<hr/>	<hr/>	<hr/>	<hr/>
<b>(A) Operations - Excluded from "CAPS"</b>			
<hr/>	<hr/>	<hr/>	<hr/>
Maintenance of Free Public Library	396,587.63	1,585,307.00	420,106.36
Employee Group Health			

Disposal Costs (Sanitation and Recycling)			
Other Expenses (Recycling)	11,550.00	44,000.00	11,660.00
Special Emergency Appropriation (Sandy)			
Total Other Op Excluded From Caps	408,137.63	1,629,307.00	431,766
West Long Branch Finance Dept			
Salary and Wage	13,125.00	51,000.00	13,515.00
Other Expenses	3,937.50	15,300.00	4,054.50
Implementation of "911" System			
Other Expenses	29,374.25	128,576.00	34,072.64
Total Interlocal Municipal Service Ag.	46,436.75	194,876.00	51,642
State and Federal Programs Off-Set by Revenues			
State of New Jersey			
Department of Environmental Protection			
Clean Communities Grant		74,620.41	
County Grant			
Monmouth County Office on Aging			
Senior Citizen Program			
Monmouth County Share	25,000.00	25,000.00	6,625.00
City Share	221,485.00	221,485.00	58,693.53
State of New Jersey			
Department of Motor Vehicle			
Drunk Driving Enforcement			
State Grant			
Safe and Secure Communities Grant		60,000.00	
State of New Jersey			
Urban Enterprise Zone Administration		13,000.00	
UEZ Administrative Budget			
UEZ Security Phase X			
Summer Shuttle Project			
Year-Round Shuttle Project		47,000.00	
Marketing and Business Development		32,500.00	
West End Gazebo Project			
Digital Communications Project			
Administration 2013-14			
Police Security		5,000.00	
State of New Jersey			
Division of Criminal Justice			
Body Armor Replacement			
U. S. Department of Justice			
Office of Justice Programs			
Edward Byrne Memorial Justice Assistance Grant			
State of New Jersey			
Recycling Tonnage Grant			

US Department of Justice Bulletproof Vest Partnership		7,637.68	
State of New Jersey 2016 Body Works Camera		15,000.00	
2014 COPS Hiring Program Federal Share Local Share		145,319.81	
County of Monmouth Municipal Open Space Project Troutmans Creek			
County of Monmouth Lake Takanassee Bank Stabilization			
County of Monmouth Emergency Performance Grant			
FEMA HMGP Flood Control Project		212,030.00	
		-----	-----
Total State and Federal Programs Off-Set by Revenues	246,485.00	858,592.90	65,319
Total Operations Excluded from "CAPS"	701,059.37	2,682,775.90	548,727
	-----	-----	-----
Capital Improvements - Excluded from "CAPS"			
Capital Improvement Fund	105,000.00	400,000.00	
Capital Projects:			
Acquisition of Equipment:			
Department of Recreation			
Bureau of Conservation (Beach)		100,000.00	
Department of Public Safety			
Division of Fire			
Division of Police/ Parking Meters		330,000.00	
Office of Emergency Management (OEM)			
Division of Buildings and Grounds			
Emergency Generator Annex Building			
Brighton Avenue			
Computer Hardware Server Switches		35,000.00	
	-----	-----	-----
Total Capital Improvements Excluded from "CAPS"	105,000.00	865,000.00	0
	-----	-----	-----
Municipal Debt Service Excluded from "CAPS"			
Payment of Bond Principal	1,910,000.00	3,145,000.00	1,895,000.00

Payment of Bond Anticipation Notes	100,000.00	168,100.00	250,000.00
Interest on Bonds	500,000.00	1,221,290.00	473,000.00
Interest on Notes	370,930.00	369,900.00	375,000.00
Interest on Tax Anticipation Notes			
Interest and Principal on Green Trust	51,349.00	120,220.00	35,000.00
Interest and Principal on Unsafe Bldg. Demo Grant (DCA)			
Payment of Special Emerg. Note Principal			
Interest on Special Emergency Notes			
 Total Municipal Debt Service - excluded from "CAPS"	 2,932,279.00	 5,024,510.00	 3,028,000
 Deferred Charges - Municipal- Excluded from "CAPS"	 -----	 -----	 -----
 (1) DEFERRED CHARGES	 -----	 140,000.00	 -----
Emergency Authorizations			
Special Emergency Auth 5 Yr (40A:4-55)			
Deferred Charges to future taxation-Unfunded			
Total Deferred Charges - Municipal- Excluded from "CAPS"	 -----	 140,000.00	 0
 Total General Appropriations for Municipal Purposes Excluded from "CAPS"	 3,738,338.37	 8,712,285.90	 3,576,727
 Total General Appropriations - Excluded from "CAPS"	 3,738,338.37	 8,712,285.90	 3,576,727
 Subtotal General Appropriations (Items (H-1) and (O))	 14,808,999.58	 53,942,558.24	 14,938,578
 Reserve for Uncollected Taxes		 2,018,563.81	 534,919.41
 Total General Appropriations	 14,808,999.58	 55,961,122.05	 15,473,497.10
	 =====	 =====	 =====

R# 10-18

RESOLUTION  
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED:

*Bastelli*

SECONDED:

*Sirianni*

AYES:

*1*

NAYES:

*0*

ABSENT:

*1-Billings*

ABSTAIN:

*0*

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on

*January 9 2018*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 10<sup>th</sup> day of January, 2018

*Kathy L. Schmelz*  
Kathy L. Schmelz, RMC  
City Clerk

Notice is hereby given that the following bills will be submitted for payment approval as of January 9, 2018. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

A & A Truck Parts Inc.	Vehicle Parts - Public Works	10.00
A T & T	Auto Parts	
Axon Enterprise, Inc.	Utilities - Phone Services - December 2017	39.28
Batteries + Bulbs	Miscellaneous Auto Parts - Public Works & Fire - September - December 2017	681.50
Bergey's Truck, Inc.	Training Smart Cartridges for Annual Recertification - Police	929.10
Bullet Lock & Safe Co. Inc.	Batteries - Fire	227.40
City of Long Branch	Vehicle Parts - Public Works	
City of Long Branch Clearing Account	Lock - Public Works	115.92
City of Long Branch Clearing Account	To Reinburse Clearing Account	40.50
City of Long Branch Clearing Account	To Reinburse Clearing Account	305,109.61
City of Long Branch Clearing Account	To Reinburse Clearing Account	27,466.67
City of Long Branch Clearing Account	To Reinburse Clearing Account	376,913.18
City of Long Branch Payroll Agency Account	To Reinburse Clearing Account - Payroll 12/29/2017	962,336.97
City of Long Branch Payroll Agency Account	Payroll - 12/29/2017	40,044.98
Collision Repair - by Damiano	Towing Service - Police	922,291.99
Comcast Online	Utilities - Internet - December 2017	100.00
Conte's Car Wash Inc.	Car Washes - Various Departments - November 2017	1,747.92
Eric Reisler	Technical Support Services - L.B. Cable Commission - November - December 2017	493.75
Fine Fare	Food for Christmas Party - Recreation	225.00
Firefighter One	TIC Charger Repair - Fire	243.46
Freehold Dodge, Inc.	Vehicle Parts - Public Works	173.37
Freehold Ford Inc.	Cable Assembly - Public Works	254.36
Jaglano Appraisal	Appraisal Services - August - December 2017	54.85
Meenco Supply Inc.	Aluminum Sign Blanks - Fire Prevention	1,000.00 Pmt. #
Greenbaum, Rowe, Smith & Davis	Professional Services - Tiburon Capital - October 2017	875.00
OA Northeast, NY, Inc.	Insurance Broker Services - 4th Quarter 2017	132.50
J Ford Electric	Emergency Repair - 2nd & Bath - Police - 12/10/17	19,375.00
JAMM Printing	Rabies Vaccination Clinic Posters - Health	562.00
Jersey Central Power & Light	Utilities - Electric - December 2017	75.00
Jersey Shore Medical Center	CPR Training - Police & Fire	40,621.62
Josthia Marcus Group	Coloring Books/Crayons - Fire Prevention	776.00
Judy Lewkowicz	Refund of Tax Overpayment - Resolution #318-17	2,250.00
Kepner Systems	Extended Warranty Package - Public Works & Police	776.40
Langigan Associates Inc.	Crossing Guard Stop Paddles - Police	898.00
Long Branch Housing Authority	Rental of Office Space - Recreation - December 2017 - January 2018	227.40
Maria Rubio	Refund of Dumpster Fee - Resolution 308-17	2,000.00
McManimon, Scotland & Bauman LLC	Professional Services - Refunding Bond Ordinance	175.00
AGL Printing Solutions	1099-INT Forms - Tax Collector's Office	600.00
AGL Printing Solutions	Office Supplies - Health & Tax Collector's Office	51.00
Middlesex County Board of Health	Monthly Medication Dispensing & Nurses Visits - Health	1,278.00
Middlesex County Police Academy	Course: Arrest/Search & Seizure - Police	60.00
Middlesex County Vocational School	Food for Holiday Celebration - Senior Affairs	25.00
Middlesex Hose & Hydraulics	Snow Removal Equipment for Salt Spreader - Public Works	60.00

Monmouth Sprinkler Co.  
Monroe Systems for Business  
Municipal Information Systems Inc.  
Municipal Record Service  
Neptune Fire House  
New Jersey American Water Co.  
Ocean County College  
Operation Life  
Party Corner  
Quality Rebuilders  
Repubic Services of NJ, LLC  
Riggins Incorporated  
Robin Young  
Rutgers University, Department of Government Services  
Saint Barnabas Management Service  
Saker Shoprines, Inc.  
Shoreline Harley-Davidson  
Sickles Market LLC  
Sip's Paint & Hardware  
Spanish Pentecostal Church  
Taste of Italy Market  
TDG-NJ LLC  
Teamviewer GMBH  
The Link News  
Tri State Doors, Inc.  
Untangle Inc.  
Verizon  
W.B. Mason Co, Inc.

Deactivated - Irrigation System - Parks & Streets Construction & Maintenance  
Calculators - Tax Collector's Office  
Annual Maintenance/Support/License Contract - Building  
Numbered Ball Receipts - Municipal Court  
Use of Building as Polling Place - 2017 Primary & General Elections - City Clerk's Office  
Utilities - Water - October - December 2017  
"Going Native" Brochures - Barnegat Bay Partnership Publication - L.B. Environmental Commission  
Use of Building as Polling Place - 2017 Primary & General Elections - City Clerk's Office  
Rental of Santa Suit - Recreation  
Rebuild Alternators - Public Works  
Bulky Waste Disposal - December 2017  
Diesel, Fuel & Unleaded Gasoline  
Mileage Reimbursement - Municipal Court  
Meals for Snow Storm 12/9/17-Streets Construction & Maintenance  
Course: Review Course - Tax - Tax Collector's Office  
Employee Assistance Program Services - Finance - August 2017 - January 2018  
Food - Holiday Party/Concert - Senior Affairs  
Repair Tire - Police Motorcycle - Public Works  
Supplies - Decorations for Interior and Exterior - Senior Affairs  
Miscellaneous Paint, Hardware, Tools & Supplies - Public Works  
Refund of Tax Overpayment - Resolution #318-17  
Food for Holiday Celebration - Senior Affairs  
Professional Services - Phase II Long Branch Pier - Task 3.1 & 3.2  
Migration from Teamviewer Version 11 to 13 - Administration  
Holiday Run Ad - Recreation  
Replace Pipe Shaft & Bracket - City Hall Building - Public Works  
Maintenance/Support Renewal - Administration  
Utilities - Wireless Services - December 2017  
Office Supplies & Furniture - Various Departments

**TOTAL CURRENT**

City of Long Branch Clearing Account  
D.W. Smith Associates

**TOTAL CAPITAL**

City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency Account  
City of Long Branch Payroll Agency Account  
Conte's Car Wash Inc.

**TOTAL ANIMAL CONTROL**

Atlantic Aerial Inc.

\* DENOTES PREPAY

Articulated Boom Lift Rental - Community Development - December 2017

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

2,300.00

		1,555.00
		494.21
		3,375.00
		271.00
		400.00
		2,878.57
		100.00
		400.00
		111.50
		290.00
		2,725.32 Pmt. #28
		24,108.67
		26.34
		118.25
		632.00
		3,422.40
		392.23
		466.09
		449.81
		347.38
		779.81
		400.00
		325,658.21
		1,373.70
		25.00
		1,700.00
		1,080.00
		396.85
		3,062.41
		<b>3,038,380.76</b>
		659,972.54
		536.25 Pmt. #19
		<b>660,508.79</b>
		3,708.99
		5,669.77
		391.86
		5,277.91
		12.50
		<b>15,061.03</b>

**TOTAL HUD**

Christiana Trust as Custodian  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency Account  
City of Long Branch Payroll Agency Account  
Culmac Capital, LLC  
DSHC Enterprises, LLC  
Garden State Tax Liens, Lilac  
Gila Group LLC  
Greater Long Branch Chamber of Commerce  
Greenbaum, Rowe, Smith & Davis  
Joy Anderson Esq.  
Long Branch Chamber of Commerce  
McManamon, Scottland & Brumann, LLC  
MTAG Cust Fdg Cap Inv NJ13 LLC  
Tystone Capital Assets LLC  
US Bank Cust / Actien Holding  
US Bank Cust BV Trst 2015-1  
US Bank Cust PC 4 Firsttrust Bk

Tax Sale Premium  
To Reimburse Clearing Account  
To Reimburse Clearing Account  
To Reimburse Clearing Account - Payroll 12/29/2017  
Fica / Medicare: 12/29/2017  
Payroll - 12/29/2017  
Tax Sale Premium  
Gold Page Ad for Ad Journal - 2018 Liberti Service Award Event - Community Development  
Professional Services - 2nd Avenue Warehouse - September - October 2017  
Professional Services - Urge/Avery Redevelopment - November 2017  
Professional Services - DKD - 3rd Avenue Project - November 2017  
Professional Services - Pier Village III - November 2017  
Alternate Public Defender - Municipal Court - 8/23/17  
Rental of Office Space - Community Development - January 2018  
Professional Services - Pier Village III RAB Financing - November 2017  
Tax Sale Premiums  
Tax Sale Premium  
Tax Sale Premium  
Tax Sale Premium  
Tax Sale Premiums

To Reimburse Clearing Account  
Items for UEZ Meeting - CDBG Conferences - Community Development  
Food - UEZ Business Meeting - Community Development  
**27,339.67**

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

**TOTAL TRUST OTHER**

**358,977.71**

24,829.40  
54.32  
155.95  
**27,339.67**

## RESOLUTION #11-18

### RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE YEAR 2018

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby name The Asbury Park Press and The Link News as the Official Newspapers for the City of Long Branch for the year 2018.

MOVED: *Bastoli*  
SECONDED: *Sirianni*

AYES: 4  
NAYES: 0  
ABSENT: 1-Billings  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL OF A REGULAR MEETING HELD ON *January 9, 2018*

IN WITNESS WHEREOF, I HAVE HEREBUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 10 DAY OF January 2018

*Kathy L. Schmelz*  
MUNICIPAL CLERK, R.M.