

RESOLUTIONS ADOPTED BY THE CITY COUNCIL ON NOVEMBER 16, 2017:

R256-17 RESOLUTION 2017 BUDGET TRANSFERS

R257-17 RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY EMERGENCY MANAGEMENT PERFORMANCE GRANT \$7,000.00

R258-17 RESOLUTION SPECIAL ITEM OF REVENUE U.S. DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP GRANT \$6,088.00

R259-17 RESOLUTION SPECIAL ITEM OF REVENUE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT \$10,044.00

R260-17 RESOLUTION RELEASING ESCROWS (KELLY BUILDERS – SAIRS AVENUE)

R261-17 RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT TO EXCEED \$5,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, OR SUCH OTHER AMOUNT AS DETERMINED BY THE CHIEF FINANCIAL OFFICER TO ACCOMPLISH THE REFUNDING ON THE TERMS REQUIRED BY THE LOCAL FINANCE BOARD PURSUANT TO N.J.A.C. 5:30-2.5 AND CONSISTENT WITH THE REFUNDING PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986 AND PROVIDING FOR THE SALE AND DELIVERY OF SUCH BONDS TO NW CAPITAL MARKETS INC.

R262-17 RESOLUTION AUTHORIZING MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND 14-18 RENWICK PLACE, LLC FOR THE IMPROVEMENTS TO RENWICK PLACE

R263-17 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR THOMAS BOSTWICK FOR PREMISES KNOWN AS 365 MACARTHUR AVENUE IN THE CITY OF LONG BRANCH, NEW JERSEY

R264-17 RESOLUTION STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM - BRANCHPORT PARK IMPROVEMENTS

R265-17 RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT CLASS II OFFICERS FOR THE CITY OF LONG BRANCH

R266-17 RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE HELD BY WC BEERHALL LLC STATE LICENSE #1325-33-040-011 FOR THE 2017/2018 LICENSE TERM

R267-17 RESOLUTION ESTABLISHING CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH

R268-17 RESOLUTION DESIGNATING DKD INVESTMENTS, LLC, AS REDEVELOPER FOR A PORTION OF THE BROADWAY CORRIDOR AND AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT

R269-17 RESOLUTION AUTHORIZING CHANGE ORDER #2 TO CONTRACT FOR DALE STREET DRAINAGE IMPROVEMENTS (NEW PRINCE CONSTRUCTION, INC.)

R270-17 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A LEASE BETWEEN THE CITY OF LONG BRANCH AND THE LONG BRANCH HOUSING AUTHORITY

R271-17 RESOLUTION AUTHORIZING CHANGE ORDER #1 TO CONTRACT FOR IMPROVEMENTS TO BRANCHPORT AVENUE (FIORE PAVING CO., INC.)

R272-17 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 256-17

RESOLUTION
2017 BUDGET APPROPRIATION TRANSFERS

WHEREAS N.J.S.A. 40A: 4-58 states "Should it become necessary, during the last 2 months of the fiscal year or the first 3 months of the next fiscal year , to expend for any of the purposes specified in the budget an

Amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and,

WHEREAS the Chief Financial Officer has recommended that the following transfers, being in compliance with N.J.S.A. 40A: 4-58, be made.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, (not less than 2/3 of the full membership concurring affirmatively), that the budget transfers, attached and made a permanent part of this resolution, are hereby made and approved.

OFFERED: Billings
SECOND: Bastelli
AYES: 4
NAYES: 1 - Celli
ABSENT: 0
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 11-16-17

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 17th DAY OF NOV 20 17

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

<u>Account Name</u>	<u>Account Number</u>	<u>TO</u>	<u>FROM</u>
Public Facilities	O/E 7-01-055-272	\$ 15,000.00	
Police	O/E 7-01-062-302	\$ 28,000.00	
Utilities	O/E 7-01-111-502	\$ 43,000.00	
Diesel		<u>\$ 43,000.00</u>	<u>\$ 43,000.00</u>

R# 257-17

**RESOLUTION – SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
EMERGENCY MANAGEMENT PERFORMANCE GRANT
\$7,000.00**

WHEREAS, N.J.S.A. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2017 in the amount of \$7,000.00, which item is now available from the State of New Jersey Emergency Management Performance Grant.

BE IT FURTHER RESOLVED that a like sum of \$7,000.00 is hereby appropriated under the caption of:

State of New Jersey	
Emergency Management Performance Grant	\$7,000.00

BE IT FURTHER RESOLVED that the Chief Financial Officer forward a copy of the required electronic Department of Community Affairs form requesting permission of the Director for the inclusion of the above referenced items.

OFFERED: Billings
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
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 11-16-17
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 16 DAY OF NOVEMBER, 2017

MUNICIPAL CLERK, R.M.C.

R# 258-17

**RESOLUTION – SPECIAL ITEM OF REVENUE
U.S. DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE ASSISTANCE
BULLETPROOF VEST PARTNERSHIP GRANT
\$6,088.00**

WHEREAS, N.J.S.A. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2017 in the amount of \$6,088.00, which item is now available from the US Department of Justice, Bureau of Justice Assistance, and,

BE IT FURTHER RESOLVED that a like sum of \$6,088.00 is hereby appropriated under the caption of:

US Department of Justice	
Bureau of Justice Assistance	
Bulletproof Vest Partnership Grant	\$6,088.00

BE IT FURTHER RESOLVED that the Chief Financial Officer forward an electronic copy of the required Department of Community Affairs form requesting permission for the inclusion of the above referenced items

FERED: Billings
COND: Bastelli
YES: 5
NAYES: 0
ABSENT: 0
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 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-11-17

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 11th DAY OF NOVEMBER, 2017


MUNICIPAL CLERK, E.M.C.

R# 259-17

RESOLUTION – SPECIAL ITEM OF REVENUE
UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
BUREAU OF JUSTICE ASSISTANCE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
\$10,044.00

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

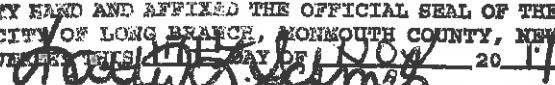
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2017 in the amount of \$10,044.00 which item is now available from the United States Department of Justice.

BE IT FURTHER RESOLVED that a like sum of \$10,044.00 is hereby appropriated under the caption of:

U. S. Department of Justice
Edward Byrne Memorial Justice Assistance Grant \$10,044.00

BE IT FURTHER RESOLVED that the Chief Financial Officer will electronically file a copy of the required Special Item of Revenue form with the Division of Local Government Services.

OFFERED: Billings
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, PATRY L. SCHMID, 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 10-16-17
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 DAY OF October 2017

MUNICIPAL CLERK, R.J.C.

R# 260-17

RESOLUTION RELEASING ESCROWS

PROJECT: Kelly Builders Sairs Ave
BLOCK: 133
LOT: 1.01-1.05

WHEREAS various guarantees have been posted for the above referenced project and,

WHEREAS Kelly Builders has requested return of said guarantees, and,

WHEREAS the Chief Financial Officer and the City Planner have stated that the project is complete and recommend the release of said guarantees.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to release the following Surety Bond:

Surety Performance Bond:

First Indemnity of America Insurance Co. Bond # FP0016769
Amount of \$120,722.40

Kelly Builders
14 Bridgewater Drive
Oceanport, NJ 07757

OFFERED: Billings
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, RUTH L. SCOTT, 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 11-16-17

IN WITNESS WHEREOF, I HAVE HEREBY SET MY NAME AND APPLIED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 11 DAY OF NOV 20 17


MUNICIPAL CLERK, R.L.S.

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT TO EXCEED \$5,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017, OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, OR SUCH OTHER AMOUNT AS DETERMINED BY THE CHIEF FINANCIAL OFFICER TO ACCOMPLISH THE REFUNDING ON THE TERMS REQUIRED BY THE LOCAL FINANCE BOARD PURSUANT TO N.J.A.C. 5:30-2.5 AND CONSISTENT WITH THE REFUNDING PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986 AND PROVIDING FOR THE SALE AND DELIVERY OF SUCH BONDS TO NW CAPITAL MARKETS INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BRANCH, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. An amount not to exceed \$5,000,000 of Refunding Bonds of the City of Long Branch, in the County of Monmouth, New Jersey (the "City"), in specific amounts to be determined as provided herein and as more fully described in a refunding bond ordinance finally adopted by the City pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.* on November 16, 2017, and entitled, "Refunding Bond Ordinance of the City of Long Branch, in the County of Monmouth, New Jersey, Providing for the Refunding of All or a Portion of Refunding Bonds of 2007, Appropriating \$5,000,000 Therefor and Authorizing the Issuance by the City of Refunding Bonds in the Aggregate Principal Amount of Not Exceeding \$5,000,000 for Financing the Cost Thereof", shall be issued as "General Obligation Refunding Bonds, Series 2017" (the "Bonds").

Section 2. The Bonds are hereby authorized to be sold to NW Capital Markets Inc. (the "Underwriter") at a purchase price determined by the parameters set forth below and otherwise consistent with the parameters set by the Local Finance Board in the Division of Local Government Services, Department of Community Affairs, pursuant to N.J.A.C. 5:30-2.5 (the "LFB Refunding Parameters"):

- (a) the principal amount of the Bonds does not exceed \$5,000,000;
- (b) the net present value savings is at least three percent of the par amount of the Refunded Bonds (as defined herein);

- (c) the debt service on the Bonds shall be structured such that no annual debt service payment is more than the annual debt service payment on the Refunded Bonds in the same year;
- (d) the final year of maturity of the Bonds does not exceed the final year of maturity of the Refunded Bonds;
- (e) the debt service savings are substantially level in each year across the life of the refunding;
- (f) the true interest cost of the Bonds does not exceed an interest rate that would enable the City to complete the refunding within the LFB Refunding Parameters; and
- (g) the Underwriter's discount does not exceed \$4.00 per \$1,000 of Bonds issued.

Section 3. The Mayor and/or the Chief Financial Officer (each, an "*Authorized Officer*") are each hereby authorized and directed, without further authorization, to enter into and execute a bond purchase contract (the "*Purchase Contract*") on behalf of the City with the Underwriter in the form satisfactory to Bond Counsel (as defined herein) and upon terms consistent with the LFB Refunding Parameters. Upon execution of the Purchase Contract, the signature of such Authorized Officer shall be conclusively presumed to evidence any necessary approvals for the sale of the Bonds. If the Chief Financial Officer, after consultation with the Underwriter, determines that the LFB Refunding Parameters cannot be satisfied in the present market, the Bonds shall not be sold until such time as said parameters may be amended, in whole or in part, or a sale on different terms is otherwise approved by resolution of this City Council.

Section 4. (a) The Bonds shall be issued in the par amounts consistent with the LFB Refunding Parameters and determined by the Chief Financial Officer to be necessary to pay the costs of issuance of the Bonds and to provide an escrow fund that, when invested, will be sufficient to provide for the timely payment of the redemption price of and interest on the \$4,725,000 outstanding principal amount of the City's Refunding Bonds, Series 2007A, originally issued in the aggregate principal amount

of \$11,085,000, dated October 30, 2007, which amount matures on December 1 in each of the years 2018 to 2021, inclusive (the "*Refunded Bonds*").

(b) The Bonds shall be dated and shall bear interest at the rates per annum as the Chief Financial Officer shall determine.

(c) The Bonds shall be numbered and have such prefix or prefixes as determined necessary by the Chief Financial Officer and be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the City as determined in the Purchase Contract.

(d) The Bonds shall mature in each of the years 2018 to 2021, inclusive, or in such other years and in the principal amounts as may be determined by the Chief Financial Officer and shall bear interest on the dates as may be determined by the Chief Financial Officer.

(e) The Bonds may be subject to redemption prior to their stated maturities on terms approved by the Chief Financial Officer.

(f) The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, which will act as securities depository (the "*Securities Depository*"). The certificates will be on deposit with the Securities Depository. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 through book-entries made on the books and records of the Securities Depository and its participants.

(g) The principal of and interest on the Bonds will be paid to the Securities Depository by the City on the respective principal and interest payment dates and will be credited on the respective principal

and interest payment dates to the participants of the Securities Depository as listed on the records of the Securities Depository 15 days prior to such principal and interest payment dates (the "Record Dates" for the Bonds). The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal of the City (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

Section 5. The Mayor and/or the Chief Financial Officer are each hereby authorized and directed to pay all costs of issuance in connection with the sale of the Bonds pursuant to a certificate of the Mayor and/or the Chief Financial Officer to be executed upon delivery of the Bonds, each such cost in an amount not to exceed the amount set forth in Exhibit A attached hereto or, if in any greater amount, only upon the prior approval of the City in accordance with the customary procedure for approval and payment of bills.

Section 6. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the City to market the Bonds:

OFFERED: Billings
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, 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 11-16-17
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 11th DAY OF NOV 2017
Kathy L. Schmidt, M.C.

[FORM OF BOND]

REGISTERED
NUMBER R-_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MONMOUTH

CITY OF LONG BRANCH

GENERAL OBLIGATION REFUNDING BOND, SERIES 2017

PRINCIPAL AMOUNT:

DATED DATE:

MATURITY DATE:

INTEREST PAYMENT DATES:

INITIAL INTEREST PAYMENT DATE:

RATE OF INTEREST PER ANNUM:

CUSIP NUMBER:

CITY OF LONG BRANCH, in the County of Monmouth, New Jersey (the "City"), hereby acknowledges itself indebted and for value received promises to pay to Cede & Co., as nominee for The Depository Trust Company, which will act as Securities Depository, on the MATURITY DATE, the PRINCIPAL AMOUNT and to pay interest on such sum from the DATED DATE of this bond until the MATURITY DATE at the RATE OF INTEREST PER ANNUM semiannually on the INTEREST PAYMENT DATES in each year until maturity, commencing on the INITIAL INTEREST PAYMENT DATE. Interest on this bond will be paid to the Securities Depository by the City and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the 15th day of the month immediately preceding each INTEREST PAYMENT DATE (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the City, will be paid to the Securities Depository by the City and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest. The participants are responsible for maintaining the records regarding the beneficial ownership interest in the bonds on behalf of the individual purchasers except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants.

The Bonds are not subject to redemption prior to their stated maturity.

This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of the State of New Jersey, a refunding bond ordinance of the City finally adopted on November 16, 2017, and entitled, "Refunding Bond Ordinance of the City of Long Branch, in the County of Monmouth, New

Jersey, Providing for the Refunding of All or a Portion of Refunding Bonds of 2007, Appropriating \$5,000,000 Therefor and Authorizing the Issuance by the City of Refunding Bonds in the Aggregate Principal Amount of Not Exceeding \$5,000,000 for Financing the Cost Thereof", and a resolution of the City duly adopted on November 16, 2017.

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed, and that the issue of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the City of Long Branch has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its City Clerk and this bond to be dated the Dated Date specified above.

ATTEST:

CITY OF LONG BRANCH

By: [executed at delivery of bonds]
City Clerk

By: [executed at delivery of bonds]
Mayor

By: [executed at delivery of bonds]
Chief Financial Officer

[END OF FORM OF BOND]

Section 7. The law firm of McManimon, Scotland & Baumann, LLC ("Bond Counsel") is hereby authorized to arrange for the printing of the Bonds. The proper officials of the City are hereby authorized and directed to execute the Bonds and to deliver them to the Underwriter upon receipt of payment therefor.

Section 8. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by Bond Counsel, complete except for omission of its date. The City Clerk is hereby authorized and directed to certify the truth and correctness of the copy of such opinion by executing on each of the Bonds by facsimile signature a certificate in form satisfactory to that law firm and to file a signed duplicate of such written opinion in the City Clerk's office. Alternatively, each Bond may be accompanied by the signed legal opinion or copy thereof.

Section 9. The Bonds are being issued to refund the Refunded Bonds. The Chief Financial Officer shall take all steps necessary to redeem the Refunded Bonds on the first available redemption date at the applicable redemption price, deposit the proceeds of the Bonds with a bank for the purpose of defeasing the Refunded Bonds, invest the proceeds of the Bonds for this purpose and assist with the redemption of the Refunded Bonds. The Chief Financial Officer is hereby authorized to enter into an escrow deposit agreement with a bank to effectuate the purpose of this Section 9.

Section 10. The City hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "*Code*"), in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, and that it will refrain from taking any action that would adversely affect the tax exemption of the Bonds under the *Code*.

Section 11. The City hereby approves the preparation and distribution of the Official Statement on behalf of the City in the form approved or to be approved by the Chief Financial Officer. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the City by the Mayor or the Chief Financial Officer. The Official Statement shall be prepared in final form in connection with the issuance of the Bonds and the Authorized Officers are authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Final Official Statements shall be delivered to the Underwriter of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the Underwriter's confirmations that request payment for the Bonds.

Section 12. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with the Securities Depository, as may be necessary in order to provide that the Bonds will be eligible for deposit with the Securities Depository and to satisfy any obligation undertaken in connection therewith.

Section 13. In the event that the Securities Depository may determine to discontinue providing its service with respect to the Bonds or is removed by the City and if no successor securities

depository is appointed, the Bonds that were previously issued in book-entry form shall be converted to registered bonds (the "*Registered Bonds*") in denominations of \$5,000. The beneficial owner under the book-entry system, upon registration of the Bonds held in such beneficial owner's name, will become the registered owner of such Registered Bonds. The City shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 14. (a) Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "*Rule*"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the City shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(i) on or prior to 270 days from the end of each fiscal year, beginning with the fiscal year ending December 31 of the year in which the Bonds are issued, to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access Dataport (the "*MSRB*"), annual financial information with respect to the City consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the City and certain financial information and operating data consisting of (i) City and overlapping indebtedness, including a schedule of outstanding debt issued by the City, (ii) property valuation information and (iii) tax rate, levy and collection data. The audited financial information will be prepared in accordance with modified cash accounting practices as mandated by State of New Jersey statutory principles in effect from time to time or with generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law and shall be filed electronically and accompanied by identifying information with the *MSRB*;

(ii) in a timely manner not in excess of ten business days after the occurrence of the event, to the *MSRB* notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) Substitution of credit or liquidity providers or their failure to perform;
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) Modifications to the rights of holders of the Bonds, if material;
 - (8) Bond calls, if material, and tender offers;
 - (9) Defeasances;
 - (10) Release, substitution or sale of property securing repayment of the Bonds, if material;
 - (11) Rating changes;
 - (12) Bankruptcy, insolvency, receivership or similar event of the City;
 - (13) The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (iii) in a timely manner, to the MSRB, notice of failure of the City to provide required annual financial information on or before the date specified in this resolution.

(b) If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provisions of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

(c) The Chief Financial Officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the City prior to their offering. The Chief Financial Officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution; *provided*, such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

(d) In the event that the City fails to comply with the Rule requirements or the written contracts or undertakings specified in this resolution, the City shall not be liable for monetary damages. The sole remedy is hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

(e) The undertaking may be amended by the City from time to time, without the consent of the holders or beneficial owners of the Bonds, in order to make modifications required in connection with a change in legal requirements or a change in law, which in the opinion of nationally recognized bond counsel complies with the Rule.

(f) There can be no assurance that there will be a secondary market for the sale or purchase of the Bonds. Such factors as prevailing market conditions, financial condition or market position of firms who may make the secondary market and the financial condition of the City may affect the future liquidity of the Bonds.

Section 15. The Mayor, the City Administrator, the Chief Financial Officer, the City Clerk and other appropriate representatives of the City are hereby authorized to take all steps necessary to provide for the issuance of the Bonds and the refunding of the Refunded Bonds, including preparing and executing such agreements and documents on behalf of the City, satisfying in full the requirements of notice of redemption of the Refunded Bonds and taking all steps necessary or desirable to implement this resolution and such agreements and documents as may be necessary and appropriate for the transactions contemplated hereby and thereby.

Section 16. This resolution shall take effect immediately.

EXHIBIT A
FEES IN CONNECTION WITH THE ISSUANCE OF THE BONDS

McManimon, Scotland & Baumann, LLC, as Bond Counsel	\$17,500
Holman Frenia Allison, PC, as Auditor	\$12,000
Phoenix Advisors, as Municipal Advisor	\$12,500
M&T, Escrow Agent	\$ 750
Printer (To Be Determined)	\$ 2,000
Moody's Rating Agency	\$14,000
Miscellaneous	\$ 5,000

To the extent that there are other fees or fees in excess of the amounts referenced above, they shall be approved by separate action of the City Council before such payment is made.

The foregoing resolution was adopted by the following vote:

MOVED: Billing's
SECONDED: Bastell,

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

[Remainder of page intentionally left blank]

CERTIFICATE

I, KATHY L. SCHMELZ, City Clerk of the City of Long Branch, in the County of Monmouth, State of New Jersey, **HEREBY CERTIFY** that the foregoing annexed extract from the minutes of a meeting of the governing body of the City duly called and held on November 16, 2017 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the **whole** of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this day of November, 2017.

[SEAL]

Kathy L. Schmelz, City Clerk

EXTRACT from the minutes of a regular meeting of the City Council of the City of Long Branch, in the County of Monmouth, New Jersey, held at the Municipal Building on November 16, 2017.

PRESENT:

ABSENT:

* * * * *

_____ introduced and moved the adoption of the following resolution and

_____ seconded the motion:

**RESOLUTION AUTHORIZING MAYOR OF THE CITY OF LONG BRANCH
TO EXECUTE AN AGREEMENT BETWEEN
THE CITY OF LONG BRANCH AND 14-18 RENWICK PLACE, LLC
FOR THE IMPROVEMENTS TO RENWICK PLACE**

WHEREAS, 14-18 Renwick Place, LLC, applied to the Zoning Board of Adjustment for a variance to construct a twenty-three (23) unit townhouse development, as well as, providing for the operation of a seventy-eight (78) slip marina on premises known as Block 489, Lots 2.01, 7.01, and 7.02 in the City of Long Branch; and

WHEREAS, the Zoning Board of Adjustment, approved said application on January 28, 2003; and

WHEREAS, the Board of Adjustment found in granting said application that Renwick Place, itself, is a narrow, misaligned, sub-standard roadway and that all residents and visitors vehicles but enter the site by traveling down Renwick Place; and

WHEREAS, the Board found that Renwick Place can be improved and widened to allow adequate two-way traffic flow; and

WHEREAS, the Board made that finding only after being informed by the Boards engineer that she conferred both with the applicants traffic engineer and the municipal engineer, with a consensus that the improvements to Renwick Place are feasible; and

WHEREAS, the applicant has represented to the Board that the applicant will pay the costs of the improvements to Renwick Place as condition of any future approval; and

WHEREAS, the improvements that would have been the responsibility of the applicant 14-18 Renwick Place, LLC are approximately 275 feet of roadway directly in front of their project; and

WHEREAS, the City's engineer, of Avakian Engineering through Jerry Freda, indicated that 14-18 Renwick Place, LLC agreed to pay to the City of Long Branch within thirty (30) days of the date of an agreement between the City of Long Branch and the 14-18 Renwick Place, LLC, the sum of \$40,000; and

WHEREAS, the City of Long Branch could then utilize the \$40,000 to include this work in the current road improvement program and complete the work with the rest of the paving improvements for the entire length of Renwick Place as advised by Leon S. Avakian, Inc., Gerald J. Freda, P.E., P.P. City Engineer; and

WHEREAS, the road project and the contribution of \$40,000 by 14-18 Renwick Place, LLC, would be in the best interest of the citizens, residents and visitors to the City of Long Branch; and

WHEREAS, a public improvement would be made; and

WHEREAS, the \$40,000, to be provided under this agreement, would complete the 14-18 Renwick Place, LLC obligations under its Zoning Board Resolution of Approval previously granted;

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Long Branch that the Mayor of the City of Long Branch be in the same is hereby authorized to execute the annexed agreement between the City of Long Branch and 14-18 Renwick Place, LLC.

MOVED: *Billings*
SECOND: *Bastelli*
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SORRELL, 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 11-16-17
IN WITNESS WHEREOF, I HAVE HERETOUPON SET
MY HAND AND APPLIED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 17 DAY OF NOV 20 17

Kathy L. Sorrell

AGREEMENT

This Agreement made this _____ day of _____, by and between the City of Long Branch and 14-18 Renwick Place, LLC;

WHEREAS, 14-18 Renwick Place, LLC, has obtained a Resolution of Approval from the Long Branch Zoning Board of Adjustment for the development of a twenty-three (23) unit townhouse development on 14-18 Renwick Place, more particularly known as Block 489, Lots 2.01, 7.01 and 7.02, for a twenty-three (23) townhouse development and the operation of a seventy-eight (78) slip marina; and

WHEREAS, said Resolution was passed January 28, 2003; and

WHEREAS, Resolution conditioned the approval of said project on the obligation of the developer, 14-18 Renwick Place, LLC, to pay the costs of the improvements to Renwick Place for the part of Renwick Place that fronts the proposed development; and

WHEREAS, 14-18 Renwick Place, LLC has agreed to pay to the City of Long Branch the sum of \$40,000 to meet its obligation under the Zoning Board's Resolution; and

WHEREAS, said \$40,000 is to be paid within thirty (30) days of the date of the execution of this Agreement by both parties; and

WHEREAS, the payment of the \$40,000 shall constitute 14-18 Renwick Place, LLC's completion of its obligation for the improvements to Renwick Place; and

WHEREAS, the City of Long Branch upon the execution of this Agreement and the payment of the \$40,000, shall notify the Zoning Board of Adjustment of the payment and the completion of 14-18 Renwick Place, LLC's obligation under the Resolution of Approval dated January 28, 2003; and

NOW THEREFORE, IT BE AND AGREED, that 14-18 Renwick Place, LLC shall pay to the City of Long Branch the sum of \$40,000, within thirty (30) days of the date of the execution of this Agreement, as full performance and compliance with the condition of the Resolution of the Zoning Board of Adjustment granting approval for 14-18 Renwick Place, LLC's obligation; and

BE IT FURTHER AGREED, that the City of Long Branch upon receipt of the said \$40,000 shall notify the Zoning Board of Adjustment of the City of Long Branch of 14-18 Renwick Place, LLC's payment and acceptance by the City of Long Branch as the meeting of the full completion of the obligation of 14-18 Renwick Place, LLC's responsibilities for its payment for the improvements to Renwick Place; and

BE IT FURTHER AGREED, that the City of Long Branch will use the \$40,000 as part of its road improvement program for the improvement of the entirety of Renwick Place.

I HEREBY AGREE to the terms and conditions of this Agreement.

DATED: 14-18 Renwick Place, LLC

By:

DATED: City of Long Branch

By: Adam Schneider, Mayor

R# 263-17

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF
MORTGAGE FOR THOMAS BOSTWICK
FOR PREMISES KNOWN AS
365 MAC ARTHUR AVENUE
IN THE CITY OF LONG BRANCH, NEW JERSEY**

WHEREAS, Thomas Bostwick, is the owner of premises known as 365 MacArthur Avenue in the City of Long Branch; and

WHEREAS, on September 5, 2007, as part of the City of Long Branch, Moderate Income Homeowner, issued a mortgage to the property owner, Thomas Bostwick, in the amount of \$13,750.00, and

WHEREAS, pursuant to a request of the City of Long Branch, Office of Community and Economic Development, through Robert Goodman, Assistant Director, on October 30, 2017, the Office of Community and Economic Development indicates that all requirements of the mortgage have been met as set forth in the mortgage loan documents and as a result the mortgage should be discharged of record; and

WHEREAS, the matter has been reviewed by the City attorney's office and as a result of that review, the City Attorney concurs with the recommendation of the Office of Community and Economic Development;

IT IS ON THIS _____ day of _____, resolved that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage for premises known as 365 MacArthur Avenue, owned by Thomas Bostwick for a mortgage in the amount of \$13,750.00, made on September 5, 2007 and recorded on January 23, 2008 in Book OR-8700, Page 506.

MOVED: Billings
SECONDED: Castelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KIMY L. SCHMIDT, 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 11-16-17

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND APPLIED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 11TH DAY OF NOV 2017

Kimy L. Schmidt

Discharge of Mortgage

A certain Mortgage dated **September 5, 2007**, was made by
Thomas Bostwick

to
City of Long Branch

This Mortgage was made to secure payment of **\$ 13,750.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth County, State of New Jersey**, on **January 23, 2008**, in Mortgage Book **OR-8700** on Page **506**.

This Mortgage as modified has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

1. I sign and CERTIFY to this Discharge of Mortgage on _____.

Witnessed or Attested by:

Adam Schneider - Mayor

(Seal)

_____ (Seal)

STATE OF NEW JERSEY, COUNTY OF
I CERTIFY that on

SS:

came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.

Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF **Monmouth** SS:
I CERTIFY that on

Adam Schneider, Mayor

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as **Mayor of the City of Long Branch** the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:

**Tonya Medina
City of Long Branch
344 Broadway
Long Branch, NJ 07740**

Print name and title below signature

(For Recorder's Use Only)

STATE OF NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION
GREENACRES PROGRAM

ENABLING RESOLUTION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the City of Long Branch desires to further the public interest by obtaining a loan of \$_____ and/or a grant of \$750,000 from the State to fund the following project(s):

Green Acres Project #1327-17-010
Branchport Park Improvements
Long Branch City, Monmouth County

NOW, THEREFORE, the governing body/board resolves that Adam Schneider or the successor to the office of Mayor is hereby authorized to:

- (a) make application for such a loan and/or such a grant,
- (b) provide additional application information and furnish such documents as may be required,
- (c) act as the authorized correspondent of the above named applicant; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Long Branch THAT:

1. The Mayor of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as Green Acres Project #1327-17-010 - Branchport Park Improvements, and; [Note: Please authorize only one official to sign the project agreement on behalf of the local government or nonprofit.]
2. The applicant has its matching share of the project, if a match is required, in the amount of \$250,000.
3. In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project, and;
4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project.
5. This resolution shall take effect immediately.

MOVED: Billings
SECONDED: Bastelli

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THAT FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-16-17
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 11th DAY OF NOV 2017
Kathy L. Schneider

Green Acres Account Information Form

A project sponsor must establish a separate, non-interest-bearing bank account for the purpose of receiving Green Acres disbursements for the project. If the project sponsor has undertaken more than one Green Acres project, it may establish a single bank account to receive all Green Acres disbursements for all of the projects. If the project sponsor will be receiving its Green Acres disbursement only as reimbursements, it may designate an existing account into which the disbursement will be received, provided proper accounting procedures are in place to allow for easy and accurate financial tracking of Green Acres disbursements. Any account into which Green Acres disbursements are deposited will be subject to audit by the State.

All Green Acres grant and loan disbursements will be made via ACH payment. Please have the Chief Financial Officer complete this form and the attached *Electronic Payment Authorization for Non-Procurement Vendors* form and return them to your Green Acres project manager.

Date: _____

Green Acres Project Sponsor:

Municipality: _____ County: _____

Or

Nonprofit Organization _____

Project Name: _____ Project Number: _____

Chief Financial Officer

Name: _____ Phone: _____

Email address: _____

Electronic Payment Authorization Instructions for Non-Procurement Vendors

The electronic payment authorization form is required for non-procurement vendors/payees that elect to have their payments disbursed electronically via the automated clearing house (ACH) program. Procurement vendors **SHOULD NOT** complete this form but should register at NJSTART.GOV. Procurement vendors include vendors who sell goods or provide a service (including healthcare and legal services).

Once completed, the signed electronic payment authorization form must be submitted with either a voided check OR bank issued account verification letter. The bank letter must include ABA number (routing or transit number), bank account number, and type of account (checking or savings).

PLEASE CLEARLY TYPE OR PRINT ALL ENTRIES

Select the appropriate action requested. For payees electing to participate in the ACH program for the first time, select 'Establish New ACH.' For existing ACH payees that are requesting a bank account change, select 'Change/update bank information.' For payees that desire multiple bank accounts be added to their payee record, select 'Establish new location code' and indicate the title of the account.

1. **Name:** Enter the payee (vendor, employee, etc.) receiving the automatic deposit transaction. The name must not exceed 30 positions including spaces and punctuation marks. Abbreviate as required to stay within the 30 position limit. (State employees – your name).
2. **Bank Name:** Enter the name of depository bank/financial institution receiving ACH credit.
3. **Account Type:** Check appropriate box.
4. **Authorized Agents' Date, Signatures & Title:** A minimum of two signatures is required when payment will be made to a corporation, partnership, or joint account. For a vendor, the "Agent" signature must include an office manager, supervisor, or individual responsible for the depository process. Only one signature is required for Sole Proprietors or State of New Jersey employees.
5. **Telephone No(s):** Enter telephone number, including area code.
6. **Vendor No:** Enter the nine-digit vendor number assigned by the State of New Jersey. (This often equals an employee ID number for State employees, social security number for non-State employees, and Federal ID number for vendors.) Leave the two position field following the vendor number blank if unknown.
7. **Bank Transit/ABA No:** Enter bank's nine-digit American Banking Association Number. This number is also known as the bank transit or routing number.
8. **Account No:** Enter checking/savings account number. This is a variable length field; the size is dependent on the receiving bank's account structure.

NOTES:

When a change is made to the payees' ABA and/or account number, the payee is required to notify the State as soon as possible to allow time for the preparation of a new authorization form and to allow for the pre-notification of the changes to the State's disbursing bank. Details regarding specific ACH payments, similar to a check stub, may be obtained over the internet through the Vendor Payment Inquiry (VPI) system. VPI also provides two years of historical data and allows for the review of scheduled payments. To obtain an authentication code to access VPI contact John.Wiacek@treas.nj.gov.

Form Distribution: The completed form, along with the required voided check or bank issued account verification letter, should be mailed or faxed to:

~~Department of the Treasury,
Office of Management and Budget
PO Box 221, 6th Floor
Trenton, N.J. 08625-0221
Fax: (609) 984-5210~~

Please return to:
Green Acres Program
NJDEP
P.O. Box 420
Trenton, NJ 08625-0420

If you have any questions or need assistance completing the form, call 609-292-1865.

**Electronic Payment Authorization
For Non-Procurement Vendors
New Jersey Department of the Treasury**

I (we) hereby authorize the New Jersey Department of the Treasury to initiate electronic (ACH) CREDIT entries into the bank account named below. This authority is to remain in full force and effect until the New Jersey Department of the Treasury has received written notification of any changes, and in such manner as to afford the New Jersey Department of the Treasury a reasonable opportunity to act.

Action Requested:

- Establish new ACH (first time users)
- Change/Update bank information
- Establish new location code (indicate type i.e. cafeteria plan, EDRS, etc.): _____

NAME: _____

BANK NAME: _____ **(30 positions max)**

ACCOUNT TYPE: Savings Checking

AUTHORIZED AGENT: (a minimum of two signatures unless individual or sole proprietor)

Date: ____ / ____ / ____ Signed: ____ Title: ____

Date: _____ / _____ / _____ Signed: _____ Title: _____

Please attach a voided check or bank letter to the form in confirmation of the above account.

Enter the specified three numbers below:

Vendor Number

Bank Transit Number

Account Number

Enter "X" if the financial institution receiving your payment is a foreign bank or is acting as an agent for a foreign bank on your behalf.

Details regarding specific ACH payments, similar to a check stub, may be obtained over the internet through the Vendor Payment Inquiry (VPI) system. VPI also provides two years of historical data and allows for the review of scheduled payments. See Electronic Payment Authorization Instructions on how to obtain an authentication code to access VPI.

Prepared By: _____
Cecile M. Murphy

Green Acres Program
Department of Environmental Protection
(609) 984-0570

GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

LONG BRANCH CITY

MONMOUTH COUNTY

Green Acres Copy
Local Government Unit Copy

File No. 1327-17-010
Dated: _____

THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

GREEN ACRES PROJECT AGREEMENT

BETWEEN Long Branch City, Monmouth County, having offices at 344 Broadway, Long Branch, NJ 07740, hereinafter "Local Government Unit", and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 501-01, P. O. Box 420, Trenton, New Jersey 08625-0420, hereinafter "State" (collectively the "Parties"),

WITNESSETH:

WHEREAS, The Local Government Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved The Local Government Unit's request and awarded funding ("Green Acres Funds"); and

WHEREAS, the Parties wish to execute this Green Acres Project Agreement ("Project Agreement") to govern the Local Government Unit's use of Green Acres Funds; and

WHEREAS, The Local Government Unit has agreed to utilize the Green Acres Funds and to hold and use the premises hereinafter described in accordance with the Green Acres Laws; and

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

APPROVED PROJECT DESCRIPTION

LOCAL GOVERNMENT UNIT: Long Branch City

PROJECT NUMBER: 1327-17-010

TYPE OF PROJECT: Acquisition Development

PROJECT TITLE: Branchport Park Improvements

APPROVED PROJECT SCOPE:

The City of Long Branch wishes to address a number of facility upgrades and improvements within Branchport Park, located on Atlantic Avenue at River Lane and Branchport Avenue. The proposed project will include replacing 1,400 linear feet of existing wooden bulkhead with composite bulkhead to address shoreline protection; removing and replacing the existing concrete boat ramp; and establishing a floating dock at the boat ramp to allow safe boarding and transfer on and off boats. Stormwater management improvements and landscaping are also proposed.

PROJECT LOCATION (a lot and block description of the premises to be acquired or developed):

Block 361, Lot 1
Block 362, Lot 1

ALLOCATION OF PROJECT COST:

Funds directly from Local Government Unit	\$250,000
LOCAL SHARE	\$250,000
State Loan	\$0
State Grant	\$750,000
STATE SHARE*	\$750,000
OTHER SHARE	\$0
ESTIMATED TOTAL COST FOR APPROVED PROJECT	\$1,000,000

*P.L. 2017 C. 146

GENERAL PROVISIONS

1. GREEN ACRES LAWS INCORPORATED BY REFERENCE

The Local Government Unit shall only use Green Acres Funds under this Project Agreement in accordance with all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; and any State general obligation bond act that may be later approved for the purpose of providing funding for the acquisition or development of lands for recreation and conservation purposes); the Green Acres statutes (N.J.S.A. 13:8A-1 *et seq.*, 13:8A-19 *et seq.*, and 13:8A-35 *et seq.*); the Garden State Preservation Trust Act (P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 *et seq.*); the Green Acres rules (N.J.A.C. 7:36-1 *et seq.*) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program (collectively the "Green Acres Laws").

The Green Acres Laws are hereby incorporated by reference into this Project Agreement, as if set forth fully herein, and are binding upon the Local Government Unit. The Local Government Unit expressly agrees to comply with all Green Acres Laws. The Local Government Unit's failure to comply with the Green Acres Laws shall be a material breach of this Project Agreement and the State shall have all remedies available to it under this Project Agreement or any applicable law.

2. PROJECT ADMINISTRATION

- a) In performing its responsibilities under this Project Agreement, the Local Government Unit and any contractor, subcontractor or other entity it might employ (collectively "subcontractors") shall comply with all local, state, and federal laws, rules, and regulations applicable to this Project Agreement, including but not limited to those listed below. The provisions of any such law, rule or regulation are hereby incorporated by reference as if set forth fully herein.

The Local Government Unit shall immediately advise the State if it determines that it has, at any time, discovered any information that it or any of its employees or subcontractors is in violation of any of the laws, rules or regulations applicable to this Project Agreement. Any such violation shall constitute a material breach of this Project Agreement and the State shall have all remedies available to it under this Project Agreement or any applicable law.

The Local Government Unit shall be responsible for compliance with the terms, conditions and requirements of this Project Agreement by itself and its subcontractors. The Local Government Unit shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties that may arise under or as a result of the subcontract.

- b) The Local Government Unit agrees to provide all funds in excess of the State share necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement.
- c) The Local Government Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- d) The Local Government Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. The Local Government Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. The Local Government Unit shall pursue available judicial and administrative remedies, and take appropriate remedial

action with respect to any allegations or evidence of such illegality or corrupt practices. The Local Government Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.

- e) The Local Government Unit shall award all project contracts in accordance with any applicable federal, state and local statutes, rules and/or ordinances, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- f) Where applicable, the Local Government Unit and its subcontractors shall comply with the provisions of the Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq., and Buy American Act, N.J.S.A. 52:32-1, et seq. and N.J.S.A. 52:33-1, et seq. and the terms of each are incorporated by reference herein. The Local Government Unit warrants that neither it nor any of its subcontractors are suspended, debarred or otherwise on record in the Office of the Commissioner or Department of Labor or other department for failure to comply with any of the above-referenced laws. The Local Government Unit shall insert in every construction contract for work on the approved project a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting with the State if the subcontractor violated any of the above-referenced statutes.
- g) The Local Government Unit and its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and the rules and regulations promulgated pursuant thereto.
- h) The Local Government Unit and its subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 et seq., and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.
- i) The Local Government Unit shall construct a sign designed to State specifications, which shall be erected and maintained by Local Government Unit during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by the Local Government Unit in a publicly visible location at the Approved Project site.
- j) The Local Government Unit shall maintain and preserve all lands and improvements described herein or any other property subject to Green Acres Laws and provide such police protection as may be required.
- k) The Local Government Unit warrants that neither it nor its subcontractors will engage in any conduct that is or could be considered a conflict of interest under the act codified at N.J.S.A. 52:13D-12 et seq., the New Jersey Conflicts of Interest Law, and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law. The Local Government Unit further warrants that no person or selling agency has been employed or retained to solicit or secure this Project Agreement in violation of N.J.S.A. 52:34-15 and that neither it, nor its subcontractors has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19.
- l) The Local Government Unit warrants that it and its subcontractors will obtain and maintain, during the term of this Project Agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this Project Agreement. The Local Government Unit shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this Project Agreement.

- m) For an acquisition project, within six months of acquiring the project site, the Local Government Unit shall inspect the project site for the presence of structures that are or may be historic properties. An "historic property" means any area, building, facility, property, site, or structure approved for inclusion, or that meets the criteria for inclusion, in the New Jersey Register of Historic Places pursuant to N.J.S.A. 13:1B-15.128 et seq. Within 60 days of such inspection, the Local Government Unit must provide written documentation pursuant to N.J.A.C. 7:36-4.4(b).
- n) The Local Government Unit shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- o) The Local Government Unit and its subcontractors shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- p) If any subcontractor utilized under this Project Agreement, is a business organization, as defined by N.J.S.A. 52:32-44, the Local Government Unit shall, upon request, provide to the State, on behalf of any subcontractor, a business registration certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that the subcontractor is registered with the Department of the Treasury. Where necessary, the Local Government Unit shall not retain a subcontractor before valid proof of business registration is provided. Any subcontractor utilized under this contract, and each of their affiliates, as defined by N.J.S.A. 52:32-44, shall for the term of this Project Agreement collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
- q) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is not identified on the Department of the Treasury's list of persons or entities engaging in investment activities in Iran as described in N.J.S.A. 52:32-55, et seq.
- r) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is in full compliance with the McBride Principles, N.J.S.A. 52:34-12.2.
- s) Pursuant to N.J.S.A. 52:34-13.2, all services performed under the Project Agreement or any subcontract awarded under the Project Agreement shall be performed within the United States.
- t) The Local Government Unit warrants that it and its subcontractors are and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.

3. DISBURSEMENTS

The Local Government Unit shall only make disbursements of Green Acres Funds for costs allowable under the Green Acres Laws ("Allowable Costs")

- a) Allowable Costs for acquisition projects may include real estate appraisals, preliminary assessments, land surveys, relocation payments, eligible land cost, building demolition costs, and such incidental costs as provided for under N.J.A.C. 7:36-4.10.
- b) Allowable Costs for development projects may include preliminary planning and engineering; engineering plans and specifications; supervision and inspection; construction costs; permit fees; equipment required to

make a facility operational; incidental costs as provided for under N.J.A.C. 7:36-10.6, such as legal and advertising fees; and ancillary improvements as further described in the Approved Project Scope.

c) State funds may be disbursed to the Local Government Unit in amounts required to pay for incurred or anticipated Allowable Costs. The Local Government Unit shall provide documentation satisfactory to the State certifying that the Allowable Costs have or will be incurred.

d) In those instances where Green Acres Program funding is greater than the actual Allowable Costs incurred by the Local Government Unit, the State may reduce the amount of Green Acres Funds awarded to reflect actual expenditures.

4. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

a) All financial records of the Local Government Unit and its subcontractors shall conform to generally accepted accounting principles.

b) The Local Government Unit shall maintain separate records for each project, including the amount, receipt, and disposition of all funding received for the project, including Green Acres loans and matching grants, and contributions, gifts, or donations from any other sources.

c) The Local Government Unit and its subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Project Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for seven years after the later of either final payment or audit resolution. The Local Government Unit shall cite this provision in all project-related contracts.

d) The Local Government Unit shall conduct annual audits in conformance with the Single Audit Act, Federal OMB Circular A-133: "Audits of States, Local Governments, and Non-Profit Organizations", and State OMB Circular 04-04-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".

e) The Local Government Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.

f) The Local Government Unit shall retain financial records, supporting documents, statistical records, and all other records in the Local Government Unit's financial management system or otherwise pertinent to this Project Agreement: (1) for a period of seven (7) years from the end of the Project Period, or (2) for such longer period as any applicable State or federal statute may require, with the following qualifications: (i) If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved; and (ii) Records for nonexpendable property acquired with Green Acres Funds shall be retained for seven (7) years after its final disposition.

The State may request transfer of certain records to its custody from the Local Government Unit when it determines that the records possess long-term retention value and will make arrangements with the Local Government Unit to retain any records that are continuously needed for joint use.

g) The Local Government Unit's failure to maintain adequate records under this section shall be a material breach of this Project Agreement.

5. LAND USE RESTRICTIONS

a) A Local Government Unit that receives Green Acres funding shall not convey, dispose of, or divert to a use for other than recreation and conservation purposes any lands held by the Local Government Unit for those purposes at the time of receipt of Green Acres funding unless the Local Government Unit obtains prior approval from the Commissioner and the State House Commission. (See N.J.A.C. 7:36-26; N.J.S.A. 13:8A-47(b); and N.J.S.A. 52:20-1.)

For a development project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the Department notifying the Local Government Unit of the amount of the Green Acres Funds; or
2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3.

b) The Local Government Unit agrees to execute and record a separate Declaration, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such Declaration shall be prepared by the Local Government Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement, the Green Acres Laws, and N.J.S.A. 13:8A-1 et seq., and shall contain all other information required by the Green Acres Program. It is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions. Omission of lands from this instrument or the failure of the instrument to provide actual or constructive notice shall not in any way relieve affected lands from such use restrictions.

c) For each parcel of land in which any interest is acquired under this Project Agreement, the Local Government Unit shall record a deed containing the following clause:

"The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36-1 et seq., as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes."

6. INDEMNIFICATION

The Local Government Unit assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the State of New Jersey, and its agents, officials, and employees from and against any and all damages, claims, demands, liability, judgments, losses, expenses, or costs arising or claimed to arise from, or in connection with this Project Agreement, the project, the ownership of the project site, or resulting from acts or omissions of the Local Government Unit, its employees, agents, contractors or subcontractors. The Local Government Unit shall also, at its own expense, appear, defend and pay all reasonable charges for attorney's fees and all reasonable costs and other expenses arising from and incurred in connection with such claims. The Local Government Unit shall immediately notify the State of any damage or claim for which it or the State might be liable pursuant to this Project Agreement. The Local Government Unit's liability shall be limited to acts or occurrences arising during its period of ownership or other rights in the property. However, its duty to indemnify for such acts and omissions shall continue after the termination or expiration of this Project Agreement, and shall survive transfer of title.

This duty to indemnify shall continue in full force and effect after the termination or expiration of this Project Agreement.

The Local Government Unit shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the Approved Project, a requirement that the subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

7. REMEDIES

- a) In addition to any other rights or remedies available to the State under law, if the Local Government Unit does not comply with any of the requirements of this Project Agreement, the Green Acres Laws, or any other applicable law, rule or regulation or if the Local Government Unit makes any material misrepresentation in the project application and/or the documentation submitted in support of the project application, the State may take any of the following actions as set forth in N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1:
 1. Issue a written notice of noncompliance directing the Local Government Unit to take and complete corrective action within 30 days of receipt of the notice. If the Local Government Unit does not take corrective action, or if the corrective action taken is not adequate in the judgment of the State, then the State may take any of the actions described at 2 through 4 and (b) below;
 2. Withhold a matching grant or loan disbursement or portion thereof;
 3. Terminate the Project Agreement; and/or
 4. Demand immediate repayment of all Green Acres Funds that the Local Government Unit has received.
- (b) If the Local Government Unit fails to comply with any of the terms of the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the State may initiate suit for injunctive relief or to seek specific enforcement, without posting bond, it being acknowledged by the Parties that any actual or threatened failure to comply will cause irreparable harm to the State and that money damages will not provide an adequate remedy.
- (c) If the State incurs legal or other expenses, including its own personnel expenses, for the collection of payments due or in the enforcement or performance of any of the Local Government Unit's obligations under the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the Local Government Unit shall pay these expenses on demand by the State.
- (d) The Local Government Unit expressly agrees that the State is not required to mitigate any damages to the Local Government Unit resulting from the Local Government Unit's noncompliance with the terms of the Project Agreement or the Green Acres Laws.

8. TERMINATION

- a) The Local Government Unit may unilaterally rescind this Project Agreement at any time prior to the Local Government Unit's initial acceptance of the Green Acres Funds, whether partial or in full, under this Project Agreement. After accepting any payment, the Local Government Unit may not terminate, modify or rescind this Project Agreement without the express written approval of the State.
- b) The State may terminate this Project Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Government Unit in connection with this Project Agreement shall prove to be false or misleading.

9. MODIFICATION OF PROJECT AGREEMENT

Modifications to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project and do not require additional legislative approval pursuant to N.J.S.A. 13:8C-23, may be made at the sole discretion of the Green Acres Program. Such modifications shall be requested in writing by the Local Government Unit's Chief Executive Officer, or designee, and must be approved in writing by the Green Acres Program. All approved Project Agreement modifications shall be attached to this Project Agreement.

All other modifications of this Project Agreement must be by formal written amendment executed by the Commissioner of the New Jersey Department of Environmental Protection or Commissioner's designee.

10. PROJECT PERIOD

The project period shall begin on the earliest of the following dates: (1) The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-3 or N.J.A.C. 7:36-12.3; or (3) The date on which the Local Government Unit first incurred allowable project costs under N.J.A.C. 7:36-4.10 or N.J.A.C. 7:36-10.6; and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State (unless extended under N.J.A.C. 7:36-9.1(h) or N.J.A.C. 7:36-14.1(h)).

11. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING	ATTACHED
Schedule A: Loan Terms and Conditions (Loan Projects Only)	[] YES <input checked="" type="checkbox"/> NO
Schedule B: Special Conditions	<input checked="" type="checkbox"/> YES [] NO

12. ATTACHMENT

Exhibit I: Declaration of Encumbrance

13. MISCELLANEOUS

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the Parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this Project Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c) In the event that any provision of this Project Agreement should be breached by the Local Government Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by the Local Government Unit.
- d) This Project Agreement shall not be assigned without the prior written consent of the State.
- e) This Project Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, the Local Government Unit waives whatever right it may have to trial by jury.

- g) Any affirmative obligation of the Local Government Unit shall survive this Project Agreement.
- h) By the signatures below, the Parties execute this Project Agreement and confirm that they are mutually bound and fully authorized and empowered to enter into and bind their organization to all obligations under this Project Agreement.
- i) Consistent with the Contractual Liability Act, N.J.S.A. 59:13-1 et seq., unless otherwise provided in this Project Agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Local Government Unit arising out of, or relating to, this Project Agreement or the breach of it will proceed as follows: (1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department; (2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- j) Captions and headings used in this Project Agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- k) This Project Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in this Project Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Project Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein and the Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Project Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Project Agreement.

SCHEDULE B

Special Conditions

The Recreation and Open Space Inventory (ROSI) attached as part of the Declaration of Encumbrance is under review and revision by the Green Acres Program and the Local Government Unit. The Green Acres Program will not release any funding to the Local Government Unit for this project until the ROSI is accepted by the Green Acres Program.

(1) Page(s)

SIGNATURES

LOCAL GOVERNMENT UNIT ATTORNEY

Reviewed and approved

on _____ . 20 _____

(signature)

James Aaron, City Attorney

(print name)

LOCAL GOVERNMENT UNIT CHIEF EXECUTIVE OFFICER

By:

(signature)

Adam Schneider, Mayor

(print name and title)

Date:

ATTACH AUTHORIZING RESOLUTION

REVIEWED AND APPROVED AS TO FORM:

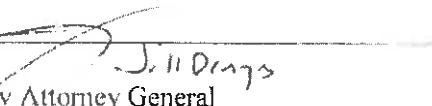
Christopher S. Porriño

Attorney General of New Jersey

STATE OF NEW JERSEY

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

By:


Jill Dray
Deputy Attorney General

By:

Rich Boornazian, Assistant Commissioner
for Natural and Historic Resources

Date:

Exhibit 1
Declaration of Encumbrance

DECLARATION OF ENCUMBRANCE

CITY OF LONG BRANCH
Monmouth County

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:

Department of Environmental Protection
Green Acres Program Mail Code 501-01
P. O. Box 420
Trenton, New Jersey 08625-0420

Attention: Cecile M. Murphy

Prepared by: _____
Cecile M. Murphy

11/28/2012

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this _____ day of _____, 20____, by the City of Long Branch, Monmouth County, ("Local Government Unit"), whose mailing address is 344 Broadway, Long Branch, NJ 07740.

The Local Government Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

Branchport Park Improvements
Project # 1327-17-010
As approved on July 6, 2017

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising ____ pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Government Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with the Green Acres Laws, covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Government Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Government Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

**LOCAL GOVERNMENT UNIT
UNIT ATTORNEY**

**LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER**

Reviewed and approved

on _____, 20____ By: _____
(signature)

(signature)

Adam Schneider, Mayor

(print name and title)

James Aaron, City Attorney
(print name)

Date:

STATE OF NEW JERSEY)
)
COUNTY OF MONMOUTH)

I CERTIFY that on _____, _____ personally came before me,
(date) (official designated above)
and stated to my satisfaction that he / she is the individual who
(Clerk)
signed this Declaration and that he / she

- a. is authorized to execute this Declaration, and
- b. executed this Declaration as his/her own act, and as the act of the

represented by him/her as

(Local Government Unit)

(official's title)

Clerk (signature)

Kathy Schmelz, Clerk of the City of Long Branch

(print name and title)

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

The Recreation and Open Space Inventory (ROSI) is a document compiled by a local government unit as a master list of its Green Acres-restricted lands (known as "parkland" under the Green Acres rules N.J.A.C. 7:36). Lands that are subject to Green Acres restrictions cannot be disposed of, or diverted to a use other than recreation or conservation purposes, without the approval of the DEP Commissioner and the State House Commission. The Declaration of Encumbrance, including the ROSI, is recorded with the appropriate county clerk as a condition of the Green Acres funding contract in order to provide notice of the Green Acres restrictions on these lands to title searchers and the general public.

LANDS THAT SHOULD BE LISTED ON THE ROSI

Green Acres-restricted lands fall into two categories: funded parkland (lands included in the acquisition or park development projects funded by the Green Acres Program) and unfunded parkland (other lands held by the local government unit for recreation or conservation purposes at the time it received Green Acres funding). All funded and unfunded parkland parcels must be listed on the ROSI.

Lands owned by school boards, parking authorities, housing authorities, and similar public agencies without primary recreation or conservation responsibilities should not be inventoried unless they are also held for recreation and conservation purposes by the Local Government Unit. (e.g., through a lease, easement, use agreement or other agreement to which the Local Government Unit is a grantee.)

The ROSI should be compiled by a staff person who is knowledgeable about the local government unit's land holdings, uses of the land holdings and local land use regulations. The Local Government Units' planning board, environmental commission and other boards or commissions are encouraged to participate in the preparation and review of the ROSI.

The ROSI form is divided into three sections: Page 4, for land held in fee simple for recreation and conservation purposes; Page 5, for land held under a conservation restriction; and Page 6, for leases or use agreements held by the Local Government Unit for recreation and conservation purposes. Please review the Sample ROSI Sheets tab before completing the ROSI.

WHEN PREPARING AND SUBMITTING THE ROSI, please take note of the following:

The page number and the total number of pages in the completed ROSI must be entered at the top right corner of each page. All pages, excluding the Sample ROSI Sheet, must be submitted. Facility Names should be typed in all capital letters when filling out the three sections. All fields in each section should be filled in - including the acreage for each individual lot (do not submit the total acreage for the park). If there have been block and lot changes (consolidation / renumbering) since the last ROSI submission, please complete the last page of this document.

ROSI TAX MAPS

As an attachment to the ROSI, the local government unit should submit a copy of each appropriate municipal tax map (current as of the date of the Green Acres application) showing the parcels of parkland listed on the ROSI, with the approximate boundaries of each parcel clearly marked in colored ink. (See N.J.A.C. 7:36-6.4(a)3ii or 12.4(a)4ii). If only a portion of a current tax lot is encumbered, the Green Acres-encumbered portion of the parcel should be clearly delineated, to scale, on the tax map. The Green Acres Program encourages local government units with Geographic Information System ("GIS") capability to utilize aerial maps (overlaid with digitized tax map lines) instead of photocopies of the tax map. If aerial maps are used, the local government unit should submit paper copies of the GIS-based maps to the Green Acres Program and should include with its submission a disk containing the mapping information in a shapefile format.

Form Specific Instructions

For parcels held in fee simple or in conservation restriction (easement), please provide the following: (1) location (as listed in the municipality's tax records), (2) name of park/facility, (3) block and lot identification numbers as shown on the current, official tax map, (4) the acreage for each individual lot, (5) whether the interest held by the local government unit for recreation or conservation covers the full or only a portion of the tax lot, (6) if partial lots are involved, the Green Acres encumbered acreage, (7) if the property is co-owned with other partners, (8) a notation of whether the property is subject to a conservation easement funded by the Environmental Infrastructure Funding Program (EIFP), and (9) a notation about whether the parcel is funded or unfunded parkland.

For parcels held through a lease or use agreement, please provide the following: (1) location (as listed in the municipality's tax records), (2) name of park/facility, (3) block and lot identification numbers as shown on the current, official tax map, (4) the acreage for each individual lot, (5) whether the interest held by the local government unit for recreation or conservation covers the full or only a portion of the tax lot, (6) if partial lots are involved, the Green Acres encumbered acreage, (7) the expiration date for the lease or use agreement, (8) the name of the underlying landowner, and (9) a notation about whether any of the recreation and conservation facilities on the encumbered property were funded by Green Acres or whether the leasehold interest is considered unfunded parkland.

Certification

If the local government unit is a municipality, the completed ROSI must be reviewed and duly executed and certified by the chief executive officer and the planning board chairperson. If the local unit is a county, the completed ROSI must be reviewed and duly executed and certified by the chief executive officer and one of the following: the parks director, or the director of the open space program. (See N.J.A.C. 7:36-6.5(a)2) *If the Local Unit's form of government does not allow for the Mayor to sign without a resolution from the governing body, please include the number and date of the resolution along with a copy of the passed resolution.*

Special Notes

1. This ROSI, as completed and duly executed, shall be incorporated into both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.
2. The Local Government Units' governing body and planning board should designate, with appropriate descriptive labels, all lands listed on this ROSI in any revision or update of the following master plan elements: recreation plan, conservation plan, and land use plan. However, failure to do so shall have no effect on the validity of the ROSI.
3. If lands held by the Local Government Unit for recreation and conservation purposes are omitted from the ROSI by mistake, inadvertence, or otherwise, such lands shall be subject to the same terms and conditions, covenants, and restrictions as they would be if they were included. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Green Acres Program, and may require a public hearing. See N.J.A.C. 7:36-25.3.

Please check the Green Acres web site at <http://www.nj.gov/dep/greenacres/pdflaunch.html> for an updated version of this ROSI form prior to completion.

All pages of the ROSI must be electronically submitted with the completed original Certification page (page 7) mailed to the Project Manager's attention. Only pages 1 through 3, page 7, and those pages containing property information need to be included in the Declaration of Encumbrance that is sent for recording.

RECREATION AND OPEN SPACE INVENTORY**Definitions (as found at N.J.A.C. 7:36-2)**

For the purposes of this ROSI, the following definitions shall apply whenever a form of the word is used:

"Conservation restriction": an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will, or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition; appropriate for conservation of soil or wildlife; appropriate for outdoor recreation or park use; or appropriate as suitable habitat for flora or fauna. Often known as a "Conservation Easement".

"Declaration": the recordable, written instrument executed by a local government unit that declares that all of the local government unit's funded and unfunded parklands are subject to the Green Acres restrictions. Such written instrument shall include the local government unit's Recreation and Open Space Inventory and is a component of the Project Agreement.

"Development": any improvement to a land or water area of a parkland that is designed to expand or enhance its utilization for outdoor recreation and conservation purposes, and shall include the construction, renovation, or repair of any such improvement, but shall not mean shore protection or beach renourishment or replenishment activities, except as provided at N.J.A.C. 7:36-10.3(a)5 and 21.3(a)5. This term may include any of the following types of ancillary improvements to a parkland: roadways, parking, landscaping, fencing, lighting, utilities, structures, and any other improvement that expands or enhances the use of parkland for outdoor recreation and conservation purposes.

"Fee simple": absolute ownership in land, unencumbered by any other interest or estate.

"Funded parkland": parkland that a local government unit has acquired or developed with Green Acres funding.

"Held," when used in the ROSI with reference to land: owned, leased, or otherwise controlled for recreation/conservation purposes.

"Historic preservation restriction": an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to preserving a structure or site that is historically significant for its architecture, archaeology or associations.

"Land" or **"Lands"**: real property, including any improvement, right-of-way, water, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

"Local government unit": a county, municipality, or other political subdivision of the State, or any agency, authority, or other entity thereof the primary purpose of which is to administer, protect, acquire, develop, or maintain lands for recreation and conservation purposes.

"Parkland": land acquired, developed, and/or used for recreation and conservation purposes, including funded and unfunded parkland.

"Recreation and conservation purposes": the use of lands for beaches, biological or ecological study, boating, camping, fishing, forests, greenways, hunting, natural areas, parks, playgrounds, protecting historic properties, water reserves, watershed protection, wildlife preserves, active sports, or a similar use for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres laws. This term includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204; and the use of historic buildings and structures pursuant to P.L. 1992, c.88, and P.L. 1995, c.204.

"Recreation and Open Space Inventory" or **"ROSI"**: the listing of all of a local government unit's funded and unfunded parkland, including a description sufficient to identify each such parcel.

"Time of receipt of Green Acres funding": for a development project, the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, this term shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the Department notifying the local government unit of the Green Acres funding award; or
2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or 12.3.

"Unfunded parkland": parkland, other than funded parkland, that is held by a local government unit for recreation and conservation purposes at the time of receipt of Green Acres funding.

Legislative & Regulatory References

Green Acres enabling legislation: N.J.S.A. 13:8A-1 *et seq.*; N.J.S.A. 13:8A-19 *et seq.*; N.J.S.A. 8:A-35 *et seq.*, N.J.S.A. 13:8C-1 *et seq.*; Green Acres Rules: N.J.A.C. 7:36; Federal Land and Water Conservation Fund Act, 16 U.S.C. s. 460; and New Jersey Conservation Restriction and Historic Preservation Restriction Act N.J.S.A. 13:8B-1 *et seq.*

Questions? Please call (609) 984-0631

revised 12/11/2013

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Long Branch

County: Monmouth

Page 4 of 4

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named City Tax Map, and is dated 2C06. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

(Use Page 4A -Fee Simple cont'd as necessary for additional lands)

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y / N) Note 1	Encumbered Acres Note 2	Co-Owners? (Y / N) Note 3	Green Acres Funded? (F / U) Note 4	EIP Funded? (Y / N) Note 5	Notes
1	Long Branch	West End Park	124	2	0.92	N	0.09	N	Y	N	
2	Long Branch	Van Court Park	65	7	7.23	N	7.23	N	Y	N	
3	Long Branch	Branchport Park	361,362	1	3.01	N	3.01	N	Y	N	
4	Long Branch	Pleasure Bay Park	369	2	5.19	N	5.19	N	Y	N	
5	Long Branch	George Naylor Park (Cherry Street)	492	24-01, 24-03, 3, 3-01, 3-02	3.2	N	3.20	N	Y	N	
6	Long Branch	Jerry Morgan Park	493	2, 3-01, 3-02	3.2	N	3.20	N	Y	N	
			310-01	1, 2	N						
7	Long Branch	Elberon Park (Tuax Park)	22-03	1, 2, 3	5.1	N	5.10	N	Y	N	
8	Long Branch	Wilbur Ray Avenue Park	312	4-8	1.89	N	1.89	N	Y	N	
			313	15, 33-37	N						
9	Long Branch	Broadway Park	289-01	1-4	0.6	N	0.60	N	Y	N	
10	Long Branch	Beach (Beach does not include sand replenishment area)	141	1	2.48	N	2.48	N	Y	N	
			150	1	1.04	N	1.04				
			157	1	0.24	N	0.24				
			204	1	2.4	N	2.40				
			223	1, 3	4.67	N	4.67				
			298	4,01, 5,01, 6-9	1.84	N	1.84				
			299	1-3	4.67	N	4.67				
11	Long Branch	Slocum Park/Library/City Hall	234	1-01	5.88		5.88		N	Y	
12	Long Branch	Third Avenue Park	275	14	0.19	N	0.19	N	Y	N	
13	Long Branch	Fireman's Park	64	1	7.5	N	7.50	N	Y	N	

Total of all fee simple Green Acres-encumbered acres on this page only: **60.12**

Total of all fee simple Green Acres-encumbered acres from all pages of this ROSI: **135.73**

Total of all Green Acres-encumbered acres from all pages of this ROSI: **135.73**

Note 1: For properties partially held for recreation/conservation (e.g. municipal complex), please supply a survey or tax map with the park boundaries to scale, showing the recreation/conservation area.

Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.

Note 3: Does any other entity have an undivided interest in this property? List co-owner in Notes column.

Note 4: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Long Branch

County:

Monmouth

Page 8 of 11

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named City Tax Map and is dated 2006. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y / N) Note 1	GA Encumbered Acres Note 2	Co-Owners? (Y / N) Note 3	Green Acres Funded? (F / U) Note 4	EIIP Funded? (Y / N) Note 5	Notes
14	Long Branch	Ocean Place Promenade	Ocean Ave R/W, Laird St. to Ocean Terr.,		5	N	5.00	N	Y	N	
15	Long Branch	Presidents Promenade	Brighton Ave. to South Bath (total ROW)		3.64	N		3.64	N	Y	N
16	Long Branch	Jackson Woods	434	1,01	12.78	N		12.78	N	Y	N
17	Long Branch	Broadway 3rd Ave Triangle	201	1	0.197	N		0.20	N	Y	N
18	Long Branch	MLK Memorial Atlantic Ave	451.01	1	0.4	N		0.40	N	Y	N
19	Long Branch	Bath Avenue Park	157	1	0.24	N		0.24	N	Y	N
20	Long Branch	Manahassett Creek Park	458	2-5	1.032	N		1.03	N	Y	N
			460	1-6	6.931	N		6.93	N	Y	N
			479	4-5	1.0989	N		1.10	N	Y	N
			479	6	0.335	N		0.34	N	Y	N
			479	8	2.12	N		2.12	N	Y	N
			481	1	0.491	N		0.49	N	Y	N
			481	2	3.162	N		3.16	N	Y	N
			482	1	2.44	N		2.44	N	Y	N

Total of all fee simple Green Acres-encumbered acres on this page only: 39.87

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Long BranchCounty: Montmouth Page 9 of 11

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named City Tax Map and is dated 2006. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y / N) Note 1	GA Encumbered Acres Note 2	Co-Owners? (Y / N) Note 3	Green Acres Funded? (F / U) Note 4	EIFP Funded? (Y / N) Note 5	Notes
21	Long Branch	City R.O.W. (Roadways)	483	9	2.74	N	2.74	N	Y	N	
22	Long Branch	Takanasse Lake	484	1	1.71	N	1.71	N	Y	N	
23	Long Branch	Hoey Avenue Park	42	16	6.85	N	6.85	N	Y	N	
			61	1	14.12	N	14.12	N	Y	N	
			60	11.01	1.49	N	1.49	N	Y	N	
24	Long Branch	Troulman's Greenway	80	5	6.34	N	6.34	N	Y	N	
25	Long Branch	Florence Avenue	451	1, 3-5, 11-14	2	N	2.00	N	Y	N	
			395	1	0.49	N	0.49	N	Y	N	

Total of all fee simple Green Acres-encumbered acres on this page only: 35.74

CERTIFICATION:

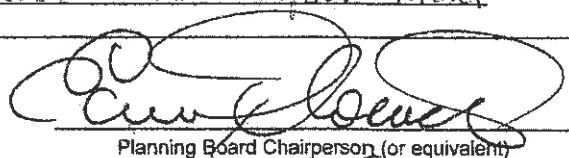
I HEREBY CERTIFY that this Recreation and Open Space Inventory, comprising 11 total pages, is a complete and accurate listing of all lands held by the Local Government Unit, as of this 24th day of July, 2014, for recreation and conservation purposes at the time of receipt of Green Acres funding.

This ROSI is being submitted to Green Acres as part of project number:
and entitled: Minachusetts Back-Park Improvement


Project

Chief Executive Officer of Local Government Unit

Date: 7/24/2014


Planning Board Chairperson (or equivalent)

Date: 7/03/14

This Certification is to be signed only on this page, Page 7, of the Recreation and Open Space Inventory.

n/a
If required by local ordinance, number and date of governing body resolution authorizing Mayor to sign the ROSI:

Resolution Number

Date of Resolution

(Resolution attached)

RECREATION AND OPEN SPACE INVENTORY

Page 8 of 11

Local Unit: Long Branch

County:

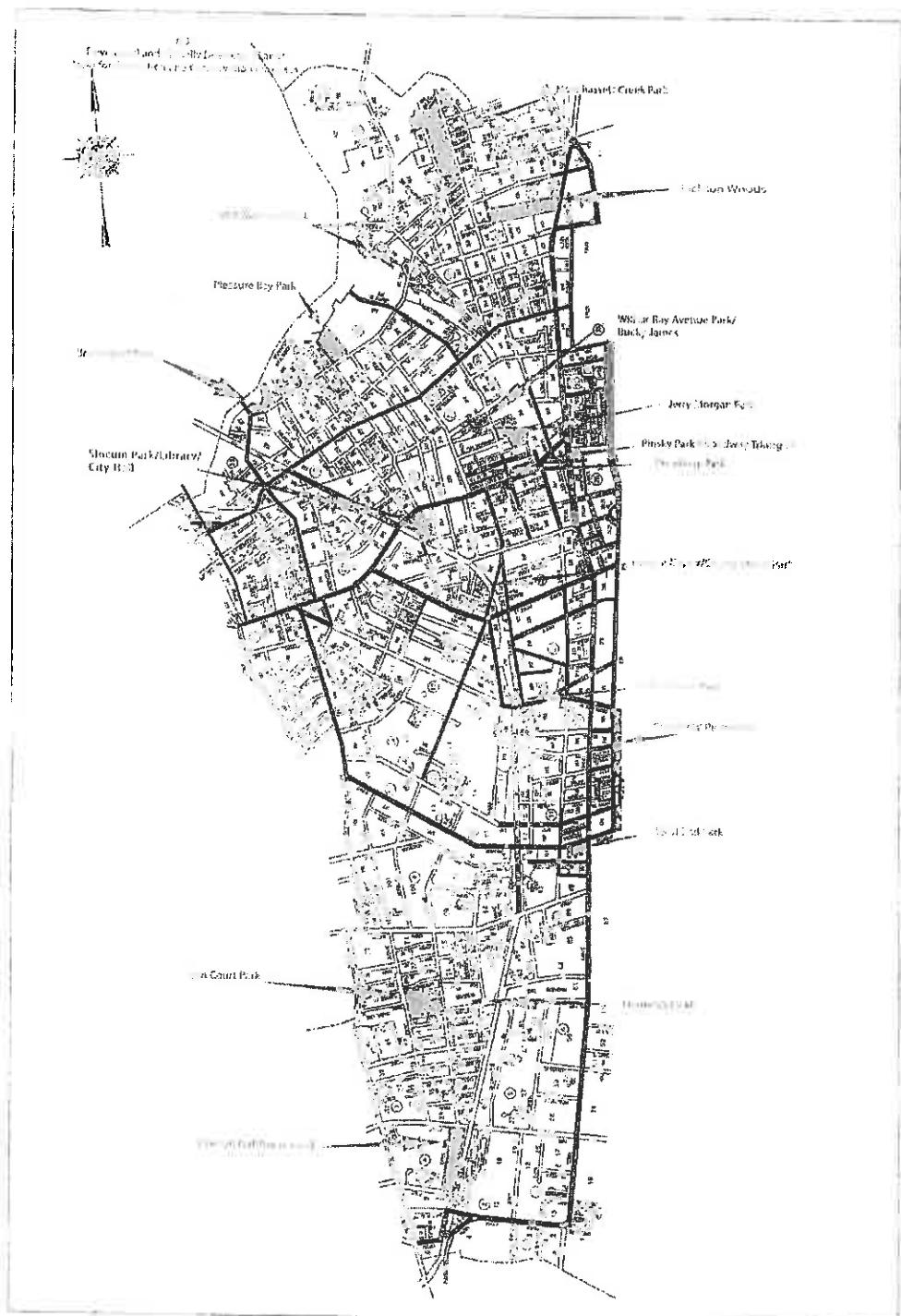
Monmouth

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named City Tax Map and is dated 2006. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y / N) Note 1	Encumbered Acres Note 2	GA	Green Acres? (Y / N) Note 3	Cu-owners? (Y / N) Note 4	EPP Funded? (Y / N) Note 5	Notes
14	Long Branch	Ocean Place Promenade	Ocean Ave R/W, Lot 1 St. to Ocean Terr.,		5	N		5.00	N	Y	N	
15	Long Branch	President's Promenade	Broadway Ave. to South Beach (total R/W)		3.64	N		3.64	N	Y	N	
16	Long Branch	Jackson Woods	434	1.01	12.78	N		12.78	N	Y	N	
17	Long Branch	Broadway 3rd Ave Triangle	201	1	0.197	N		0.20	N	Y	N	
18	Long Branch	MLK Memorial Atlantic Ave	45101	1	0.4	N		0.40	N	Y	N	
19	Long Branch	Bath Avenue Park	157	1	0.24	N		0.24	N	Y	N	
20	Long Branch	Manahasset Creek Park	456	2-5	1.032	N		1.03	N	Y	N	
			460	1-6	6.931	N		6.93	N	Y	N	
			479	4-5	1.0969	N		1.10	N	Y	N	
			479	6	0.335	N		0.34	N	Y	N	
			479	8	2.12	N		2.12	N	Y	N	
			481	1	0.491	N		0.49	N	Y	N	
			481	2	3.162	N		3.16	N	Y	N	
			482	1	2.44	N		2.44	N	Y	N	

Total of all fee simple Green Acres-encumbered acres on it's page only: 39.871



R# 265-17

**RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT CLASS II OFFICERS
FOR THE CITY OF LONG BRANCH**

BE IT RESOLVED by the City of Council of the City of Long Branch that they hereby appoint the following individuals as Special Law Enforcement Officer Class II:

Kenneth Ross
Quinn Schulhafer
Frank Attanasio
Robert Piantanida
Michael Denino
Timothy Khalil
Andrew Smith
Chris Ibarra
Andrew Giezy
Paul Garcia

BE IT FURTHER RESOLVED, that the effective date of the appointments are November 16, 2017.

OFFERED:

Billings

SECOND:

Bastelli

AYES:

5

NAYES:

0

ABSENT:

0

ABSTAIN:

0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, DAVID L. SCHULHAFER, MUNICIPAL COUNCIL OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY AND PROTEST THIS
TO BE A TRUE, COMPLAINT AND CORRECT COPY OF
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-16-17
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 11 DAY OF NOV 2017
David L. Schulhafer



**CITY OF LONG BRANCH
POLICE DEPARTMENT**
344 Broadway
Long Branch, New Jersey 07740
(732) 222-1000

TO: Kathy Schmelz
FROM: Joshua Bard
DATE: October 23, 2017
RE: Special Law Enforcement II Candidates



We are currently in the process of hiring seasonal Special Law Enforcement Class II Officers. As per Monmouth County Police Academy Policy, all recruits must be approved by the governing body by means of a council resolution. I am requesting the following individuals be included in a Monmouth County Police Class II Academy Resolution. The academy begins January 29, 2018.

1. Kenneth Ross
2. Quinn Schulhafer
3. Frank Attanasio
4. Robert Piantanida
5. Michael Denino
6. Timothy Khalil
7. Andrew Smith
8. Chris Ibarra
9. Andrew Giezy
10. Paul Garcia

Thank you for your anticipated cooperation. Please feel free to contact me at extension #1300 with any questions or concerns.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Bard".

Lt. Joshua Bard

R# 266-17

**RESOLUTION APPROVING THE INACTIVE LIQUOR LICENSE
HELD BY WC BEERHALL LLC, STATE LICENSE
#1325-33-040-011 FOR
THE 2017/2018 LICENSE TERM**

WHEREAS, WC Beer Hall 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 WC Beer Hall LLC state license #1325-33-040-011 for the 2017/2018 license term.

MOVED: Billings
SECOND: Bastelli

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KAREN L. SONSELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FORAFOING
TO BE A TRUE, CORRECT AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-16-17
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 17 day of NOV 20
Mary J. Sonselz



STATE OF NEW JERSEY

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. BOX 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
WWW.NJ.GOV/OAG/ABC

CHRISTOPHER S. PORRINO
Attorney General

DAVID P. RIBLE
Director

October 2, 2017

**RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39 FOR THE
2017-2018 LICENSE TERM(S);
LIC. NO. 1325-33-040-011
LIC. NAME: WC BEER HALL LLC
Docket No. 05-17-449 Job No. 158243**

Dear Petitioner:

Enclosed please find a Special Ruling to permit consideration of a renewal application for the above referenced inactive license pursuant to N.J.S.A. 33:1-12.39. As noted in the enclosed document, this Ruling merely determined that good cause exists for the issuing authority to consider your application. It is now within the purview of the local issuing authority to either grant or deny your renewal application in the reasonable exercise of its discretion.

Be advised that if your license is merely inactive and is sited at a premises, in order to activate this license during any of the license terms referenced above, you are required to file an amendment to your license application pursuant to N.J.A.C. 13:2-2.14. To properly file the amendment, pages 1, 2, and 11 of the 12-page license application must be filed with the local issuing authority not more than 10 days prior to, or 10 days after, opening the business. The local issuing authority will then present you with a current license certificate which must be prominently displayed where it can be readily seen by customers. N.J.A.C. 13:2-23.13(a)1.

However, if your license is a "pocket license," (a license not sited at a premises) and you wish to activate your license at a premises during any of the license terms referenced above, you must file a full 12-page application transferring the license from "pocket" status to the intended premises. Please contact your local issuing authority to comply with all requirements regarding the transfer.

I suggest that you contact the local issuing authority immediately to determine what steps are necessary to complete your license application renewal process.

Very truly yours,

Susan K. Dolan
Deputy Attorney General

c: ABC Licensing Bureau

Kathy L. Schmeltz, Long Branch Municipal Clerk



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

LIC. NO. 1325-33-040-011

DOCKET NO. 05-17-449

JOB NO. 158243

IN THE MATTER OF THE APPLICATION)
TO PERMIT THE RENEWAL OF AN)
INACTIVE LICENSE PURSUANT TO)
N.J.S.A. 33:1-12.39 FOR THE 2017-2018)
LICENSE TERM(S))
)
WC BEER HALL LLC)
)
)

SPECIAL RULING

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. 1325-33-040-011 for the 2017-2018 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 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 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: September 29, 2017

R# 267-17

**RESOLUTION ESTABLISHING
CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH**

Be it resolved by the Council of the City of Long Branch, *County of Monmouth*, that for the year 2017, the following shall serve as the cash management plan of the City.

The Chief Financial Officer is directed to use this cash management plan as the guide in depositing and investing the City of Long Branch funds.

The following are authorized as suitable investments

Interest-bearing bank accounts and certificates of deposit in authorized banks, listed below, for deposit of local unit funds.

Government money market mutual funds as comply with N.J.S.A. 40A:5-15. I(e)

Any federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase, and has a fixed rate of interest not dependent on any index or external factors.

Bonds or other obligations of the local unit or school district of which the local unit is a part.

Any other obligations with maturates not exceeding 397 days, as permitted by the Division of Investments.

- Local government investment pools which comply with N.J.S.A. 40A:5-15. I (c) and conditions set by the Division of Local Government Services.
 - New Jersey State Cash Management Fund.
 - Repurchase agreements (repos) of fully collateralized securities which comply with N.J.S.A. 40A 5-15 1 (a),

OFFERED: Billings
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT THE FOREGOING TO BE A TRUE, CORRECT AND COMPLETE COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 11-16-17

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFILED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 16 DAY OF NOV 20 17

Kathy Schneider
MUNICIPAL CLERK, R.M.C.

The following Government Unit Depository Protection Act approved banks are authorized depositories for deposit *of* funds

Bank of America
Investors Bank
Kearny Federal Savings Bank
Santander Bank
Wells Fargo Bank

**State of New Jersey Cash Management Fund
New Jersey Asset & Rebate Management Program (NJ/ARM)**

The above referenced banking and savings institutions are hereby authorized to honor and pay checks, drafts and warrants drawn on the several accounts in said banking institutions, when same are signed in the name of the City of Long Branch by Adam Schneider, Mayor, Kevin Hayes Sr., Business Administrator, Michael Martin, Director of Finance/ Chief Financial Officer, or Patrice Antonucci, Comptroller.

The following are approved security broker/dealers

No designated firms as of January 1, 2017.

The registered principal of any brokerage firm approved above shall be provided with and sign an acknowledgment that they have seen and reviewed the cash management plan

For each month, the Chief Financial Officer shall prepare a report for the governing body that consists of the following

- A summary of all investments made or redeemed
- Any and all financial institutions holding local unit funds
- The class or type of securities purchased or funds deposited
- Income gained on deposits and investments
- Market value of investments and disclosure and how the value was determined
- A listing of accounts or deposits that do not earn interest.

The approved cash management policy is an integral part of this document.

Any official involved with the selection of depositories, investments, broker/dealers shall disclose any material business or personal relationship to the governing body and to the Local Finance Board (*or local ethics board if applicable*).

Any official who in the course of his or her duties deposits or invests in accordance with the plan shall be relieved of any liability for loss of investment.

RESOLUTION 268 -17

**RESOLUTION DESIGNATING DKD INVESTMENTS, LLC, AS REDEVELOPER FOR
A PORTION OF THE BROADWAY CORRIDOR 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, DKD Investments, LLC, ("DKD") proposed the redevelopment of a portion of the Broadway Corridor Sector of the Redevelopment Area (the "Project") of property located at 20 Third Avenue and designated on the City of Long Branch Tax Map as Block 276, Lots 13 and 14 (the "Property"); and

WHEREAS, the Property is subject to the requirements of the Redevelopment Plan, the Design Guidelines Handbook 1, outlining the development standards for the Redevelopment Area generally, and Design Guideline Handbook 7, outlining the development standards specifically for the Broadway Corridor Sector, as modified in Design Guidelines Handbook 8 (collectively the "Design Guidelines"); and

WHEREAS, on October 10, 2017, DKD appeared before the Mayor and Council of the City during a public meeting and presented the Project for the development of the Property; and

WHEREAS, the City Planning Department has worked collaboratively with DKD to refine and improve the Project and have been discussing items to be addressed in a redevelopment agreement for a project for the Property; and

WHEREAS, DKD 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, DKD, in order to satisfy the City that adequate parking will be provided in connection with the Project, including any appropriate waivers, DKD has agreed to undertake improvements and modifications to property owned by the Long Branch Chamber of Commerce (the "Chamber"), designated as Block 276, Lot 7 (the "Chamber Lot") and property owned by

the City of Long Branch, designated as Block 276, Lot 9 (the "City Lot"), both of which are utilized currently as surface parking lots; and

WHEREAS, the Chamber and the City have agreed to permit DKD to utilize the Chamber Lot and City Lot and include such properties in its site plan for the Project to meet some of the parking demands for the Project, in consideration for the modifications and improvements to these properties and the obligation for ongoing upkeep and maintenance of the Chamber Lot and City Lot, subject to approval of an agreement satisfactory to the City and the Chamber affirming the Redeveloper's obligations with respect to the Chamber Lot and City Lot; 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 DKD Investments, LLC be and hereby is designated as redeveloper for the Property and, subject approval and execution of an agreement satisfactory to the City and the Long Branch Chamber of Commerce affirming the Redeveloper's obligations with respect to the Chamber Lot and City Lot, is designated the redeveloper for the City Lot and Chamber Lot.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Redevelopment Agreement with DKD Investments, LLC, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the City hereby provides its consent for DKD Investments, LLC to include its property designated as Block 276, Lot 9 in its site plan application to the City Planning Board for the development of the project at the Property and the City Lot for the development of the Project at the Property.

MOVED: *Billings*
SECONDED: *Bastell*

AYES: *5*
NAYES: *0*
ABSENT: *0*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, 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 11-16-17

IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIRED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 10 DAY OF NOV 20
[Signature]
MONMOUTH CLERK, *Kathy L. Schmidt*

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF LONG BRANCH

AND

DKD INVESTMENTS, LLC

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT ("Agreement") is entered into this _____ day of November, 2017 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 DKD INVESTMENTS, LLC, a New Jersey Limited Liability Company established and operated within the State of New Jersey with its principal place of business located at 91 Broad Street, Eatontown, New Jersey 07724, hereinafter referred to as "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 on Third Avenue and designated on the City of Long Branch Tax Map as Block 276, Lots 13 and 14 (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 Broadway Corridor Sector of the Redevelopment Area and further subject to the Design Guidelines Handbooks 1 and 7 and 8 (the "Design Guidelines"); and

WHEREAS, on October 10, 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 DKD to refine and improve the Project and have been discussing 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, the Redeveloper, in order to satisfy the City that adequate parking will be provided in connection with the Project, including any appropriate waivers, DKD has agreed to

undertake improvements and modifications to property owned by the Long Branch Chamber of Commerce (the "Chamber"), designated as Block 276, Lot 7 (the "Chamber Lot") and property owned by the City of Long Branch, designated as Block 276, Lot 9 (the "City Lot"), both of which are utilized currently as surface parking lots; and

WHEREAS, the Chamber and the City have agreed to permit the Redeveloper to utilize the Chamber Lot and City Lot and include such properties in its site plan for the Project to meet some of the parking demands for the Project, in consideration for the modifications and improvements to these properties and the obligation for ongoing upkeep and maintenance of the Chamber Lot and City Lot, subject to approval of an agreement satisfactory to the City and the Chamber affirming the Redeveloper's obligations with respect to the Chamber Lot and City Lot; 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 a certain unit or aspect of the Project, if applicable, whose issuance shall serve to release the relevant unit or aspect of the Project and the Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

Certificate of Occupancy means as defined in the Uniform Construction Code at N.J.A.C. 5:23.1.4, and as may be issued by the City relative to a particular unit or aspect of the Project indicating that such unit or aspect of the Project has been completed in accordance with the construction permit, the Uniform Construction Code and any 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 building 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. Subject to the City's reasonable discretion, the Project may be deemed "Complete" notwithstanding that certain immaterial portions of the work remain to be completed, as long as (a) the Redeveloper has prepared and delivered to the City a list of items requiring completion or correction ("punch list") by the Redeveloper in order for the Redeveloper to fully comply with the terms of this Agreement, (b) such "punch list" items have been reasonably agreed to by the City, and (c) such "punch list" items are reasonably capable of being completed within ninety (90) days of the date of Completion. Punch List items shall not prohibit the issuance of a temporary Certificate of Occupancy.

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 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 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.

“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 rehabilitation and adaptive reuse of the building existing on the Property to include approximately 5,484 square feet of ground floor retail/office space and thirteen (13) residential lofts on the second floor and addition of a third encompassing part of the residential units and modifications and improvements to the Chamber Lot and the City Lot, as well as the surface parking lot on the Property and any on-site or off-site improvements required or as set forth in Exhibit A. The Project shall not be subject to any affordable housing obligation, monetary or otherwise. The Project will be developed in accordance with the Project Schedule attached hereto as Exhibit B. The Redeveloper shall have the right to accelerate the time frames set forth in the Project Schedule at its option.

2.3 Development Milestones. The Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule attached hereto as Exhibit B, subject to delay caused by an Uncontrollable Circumstance, as defined in Article 10 of this Agreement. If the Redeveloper intends to claim reliance upon an Uncontrollable Circumstance as a basis for its failure to commence physical work on any portion of the Project or to commence or complete performance of any of the milestones set forth on the Project Schedule on or prior to the required date or deadline set forth on the Project Schedule, the Redeveloper shall give written notice to the City pursuant to Section 10.2 herein, setting forth in detail the reasons for delay and requesting an extension of such date, which extension the City shall not unreasonably deny if the alleged Uncontrollable Circumstance exists in accordance with Article 10.

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. Subsequent to City approval, the development process shall be in accordance with the LRHL and the MLUL. 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. 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 exterior building materials, quality of exterior finishes and designs, exterior architectural elements, and landscaping features, are material consideration for the City's approval of the Project and the Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific exterior elements and/or materials as have been approved. The Redeveloper shall, subject to pre-approval by the City, be permitted to substitute materials, equipment and fixtures included in and to be used in constructing the Project so long as of the City reasonably determines such substituted materials are the same or similar quality to those described in the plans and specifications for the Project.

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 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. Certificates of Occupancy and Certificate of Completion.

(a) Upon completion of the construction of the Improvements and/or each Phase or unit, as may be applicable, in accordance with the Governmental Approvals, the Redeveloper may apply to the City for a Certificate of Occupancy for the Project or completed unit(s).

(b) 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 are the responsibility of the Redeveloper. If required by the approved Site Plan, such streetscape improvements may

include: landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements, except as so provided in Article 5, hereinafter.

4.4 Parking Improvements. The Redeveloper shall complete, as part of the Project and as a condition of this Agreement and any approved site plan, the modifications and improvements to the Chamber Lot and the City Lot as set forth in Exhibit A and as shall be set forth in greater detail pursuant to a cross-easement agreement to be negotiated and executed between the Parties and the Chamber (the “Off-Site Parking Improvement and Easement Agreement”), which shall provide, among other things, that the Redeveloper shall undertake the required modifications and improvements, shall be responsible for the care, maintenance and repair of such improvements, and shall provide appropriate and satisfactory indemnification and insurances for the Chamber Lot and City Lot. The parking contribution of \$15,000 per parking space required under the Design Guidelines Handbook 7 and 8 shall be deemed satisfied and/or waived through the completion and maintenance of the improvements to the Chamber Lot and the City Lot. The failure to execute the Off-Site Parking Improvement and Easement Agreement within one hundred and twenty (120) days of the Effective Date shall constitute an Event of Default of this Agreement.

4.5 Contribution To Costs And Financial Obligations

(a) **Administrative Costs.** The Parties acknowledge that there have been and will be various administrative costs associated with the redevelopment of the Redevelopment Area and the Project, including, but not limited to, professional costs, personnel time and expenses related to negotiations, development of the Property, meetings between the Redevelopment principals and City officials, public meetings, telephone conferences, staff scheduling of meetings, staff and secretarial work in preparation for said meetings and/or negotiations, and the like. The Redeveloper shall reimburse the City for such Administrative Costs through a one-time “Administrative Fee” as established by City Ordinance in the amount of \$5,500 (.5% of the estimated total project cost of \$1.1 million dollars), which shall be paid upon execution of this Agreement.

(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).

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 – RETAIL AND OFFICE USES

The Parties have discussed a mutual desire for a targeted type of retail or office use for the Project. To give effect to this shared goal the Redeveloper will advise the City of targeted retail office uses contemplated or sought for use of the Project and continue to confer with the City as it solicits such occupancies. One hundred and twenty (120) days from the Effective Date, the Redeveloper shall provide a report of its efforts concerning tenanting of the Project quarterly reports thereafter. The City retains the right to disapprove an occupancy that it determines is not consistent with the goals and objectives of the Redevelopment Plan and Design Guidelines.

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 limited liability 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. The Redeveloper's ownership structure is attached hereto as Exhibit D.

(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 agrees to record, and provide a recorded copy to the City, a Declaration of Covenants and Restrictions (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. 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 2.6(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), except, however, that the Covenants and Restrictions provided in Section 6B(i) shall remain in effect for twenty (20) years and the Covenants and Restrictions provided in Section 6B(ii) and (iii), hereof shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on the Redeveloper itself, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Property, and the Improvements constructed thereon or any part thereof.

(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 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 Occupancy or 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:

If to Long Branch, to:

City Clerk
City of Long Branch
City Hall
344 Broadway
Long Branch, NJ 07740

With a copy to:

Robert Beckelman, Esq.
Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South
Iselin, NJ 08830-2712
rbeckelman@greenbaumlaw.com

and if to Redeveloper, to:

Mr. Darren K. Davis
91 Broad Street
Eatontown, NJ 07724
Darren@celtco.com

with a copy to:

Martin A. McGann, Jr., Esq.
125 State Highway 35
Red Bank, NJ 07701
mcgannjr@aol.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.

(a) 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.

(b) Tax Abatement Reservation. Redeveloper reserves the right to apply for relief for any available tax incentives to facilitate the Project, including, but not limited to, a Payment In Lieu of Taxes ("PILOT") in accordance with the Five-Year Exemption and Abatement Law N.J.S.A. 40A:21-1 et seq. or the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. This reservation of right shall not be read to imply that the City is expected to grant any requested such relief and any application for same shall be considered on its merits, with the City expressly reserving the right to approve or reject any such application, notwithstanding anything herein.

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, except that the Redeveloper may sell or lease individual condominium units to third parties. 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 to any individual unit for which a Certificate of Occupancy or 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) Leases for retail, office and 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 either the Superior Court of New Jersey, Monmouth County, or in the United States District Court for the District of New Jersey in accordance with their respective 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.

DKD INVESTMENTS, LLC

Witness

By:

Darren K. Davis

CITY OF LONG BRANCH

Kathy Schmelz, Municipal Clerk

By:

Hon. Adam Schneider, Mayor

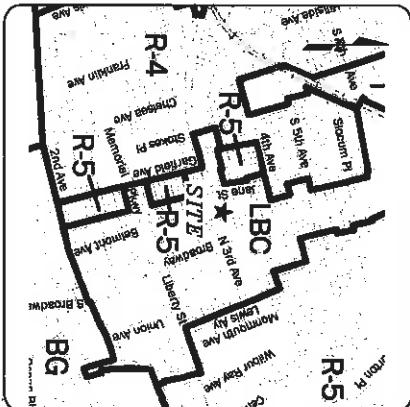
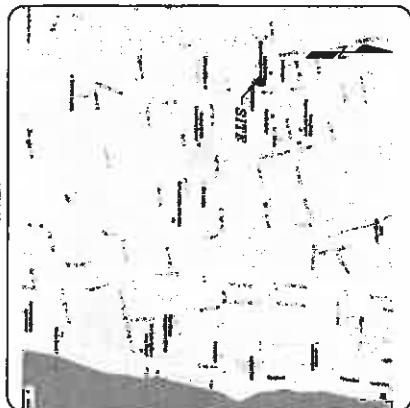
EXHIBIT A
Site/Concept Plan and Architectural Renderings

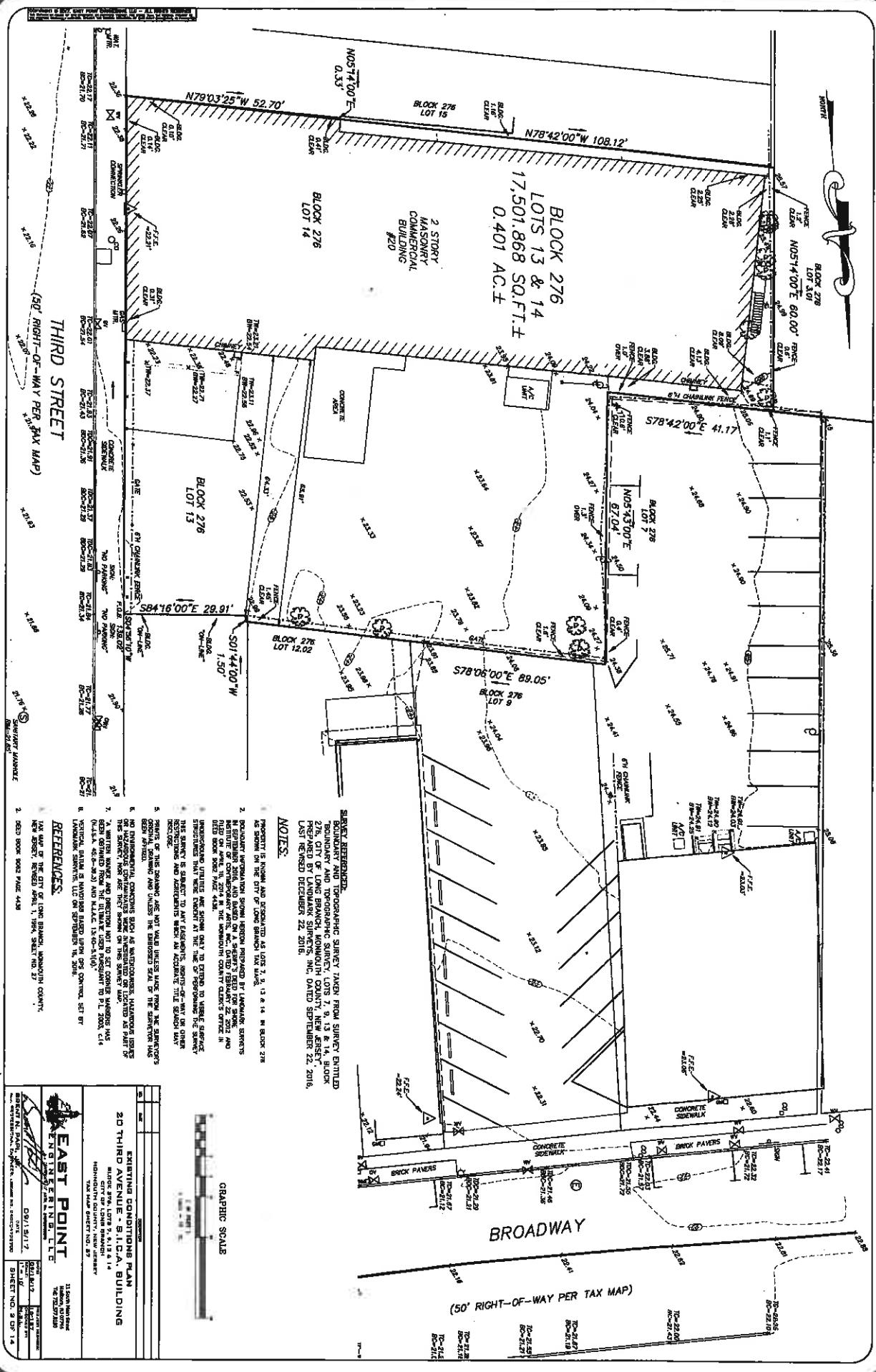
Exhibit B

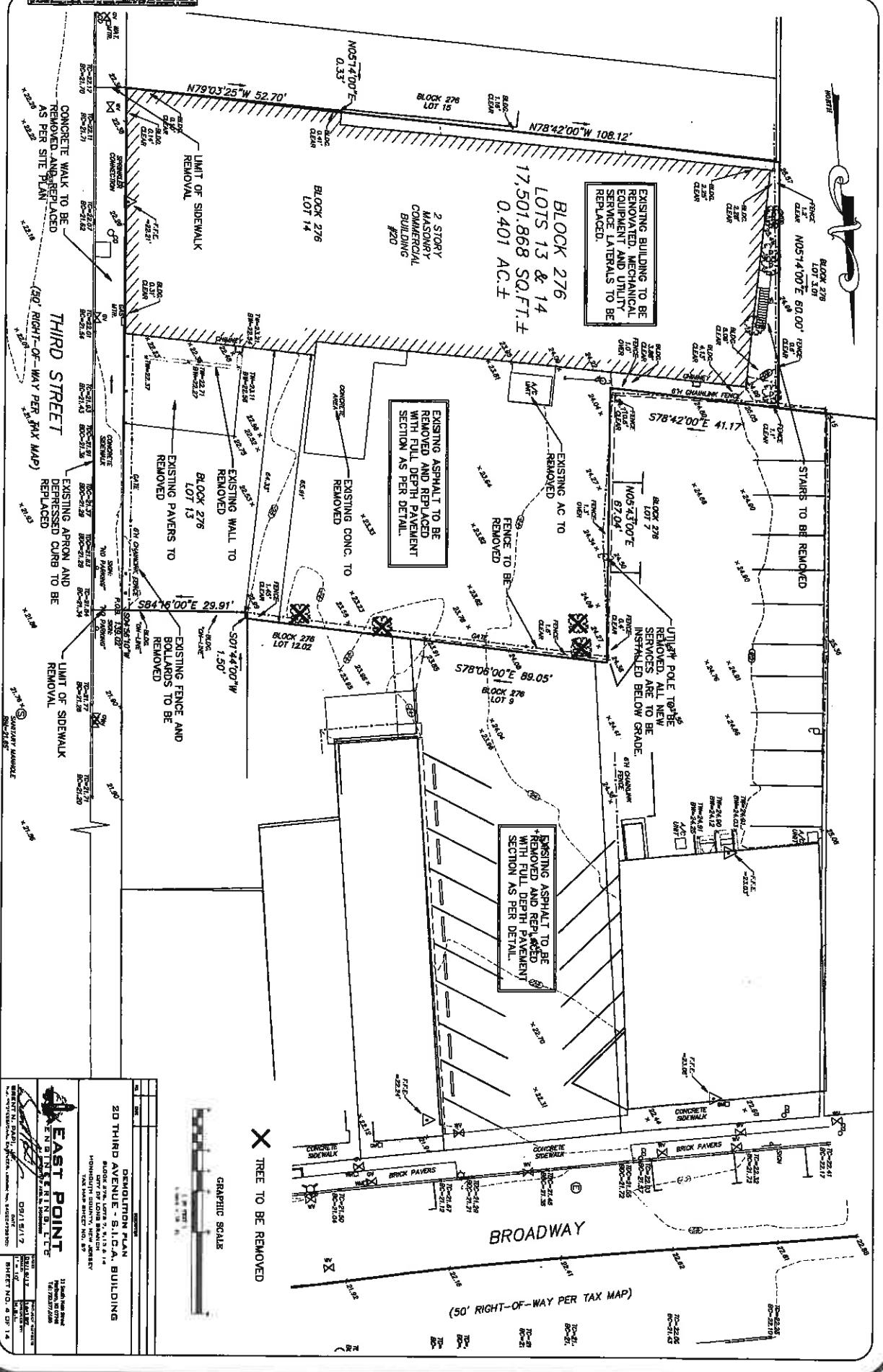
Proposed Project Schedule

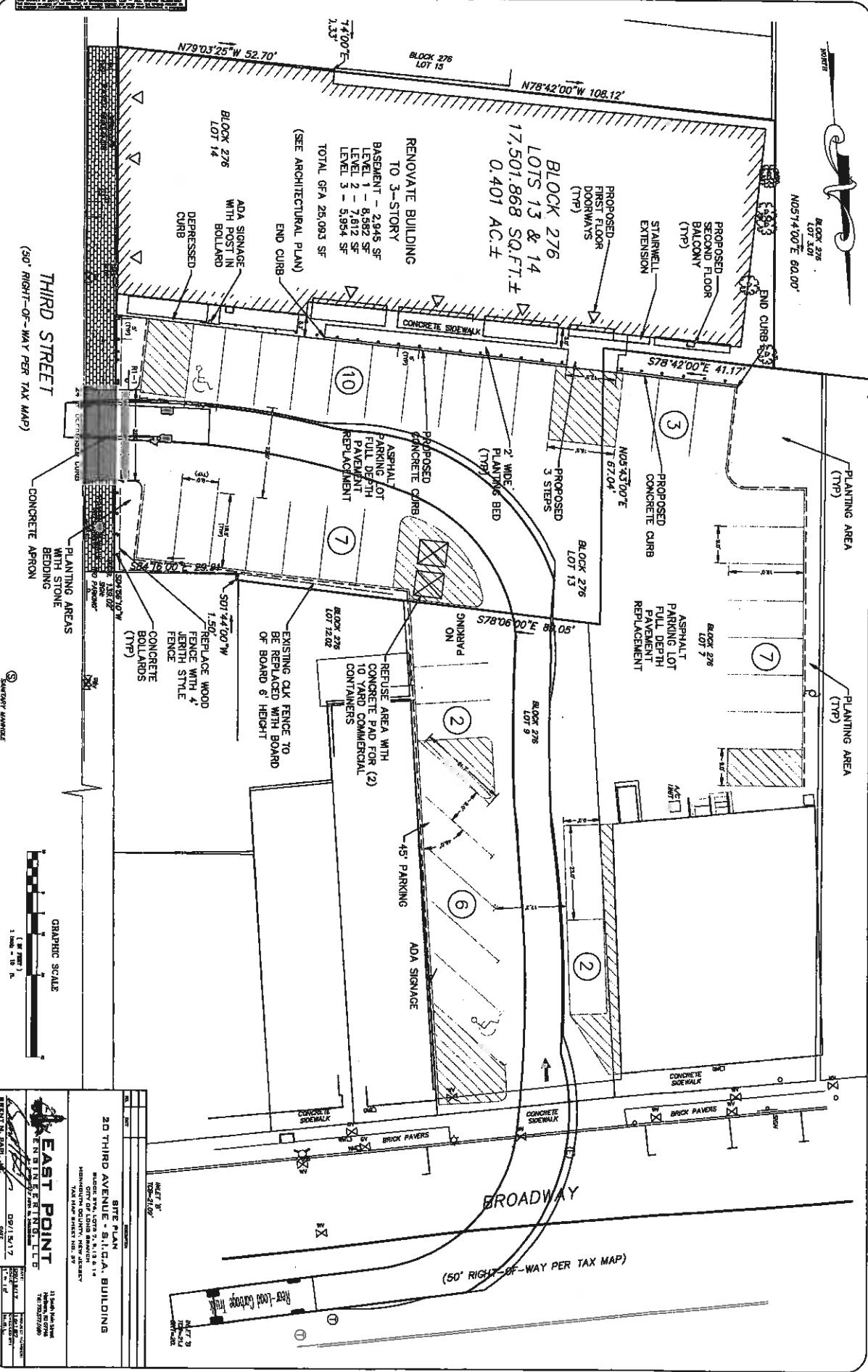
<u>Milestone</u>	<u>Date Completed</u>
Site Plan Approval	November 2017
Obtain All Other Government Approvals	Within 180 days of Site Plan Approval
Obtain Construction Permits	Within 270 days of Site Plan Approval
Commence Construction	Within 60 days of Issuance of Construction Permits
Project Completion	Within 18 months of Commencement of Construction

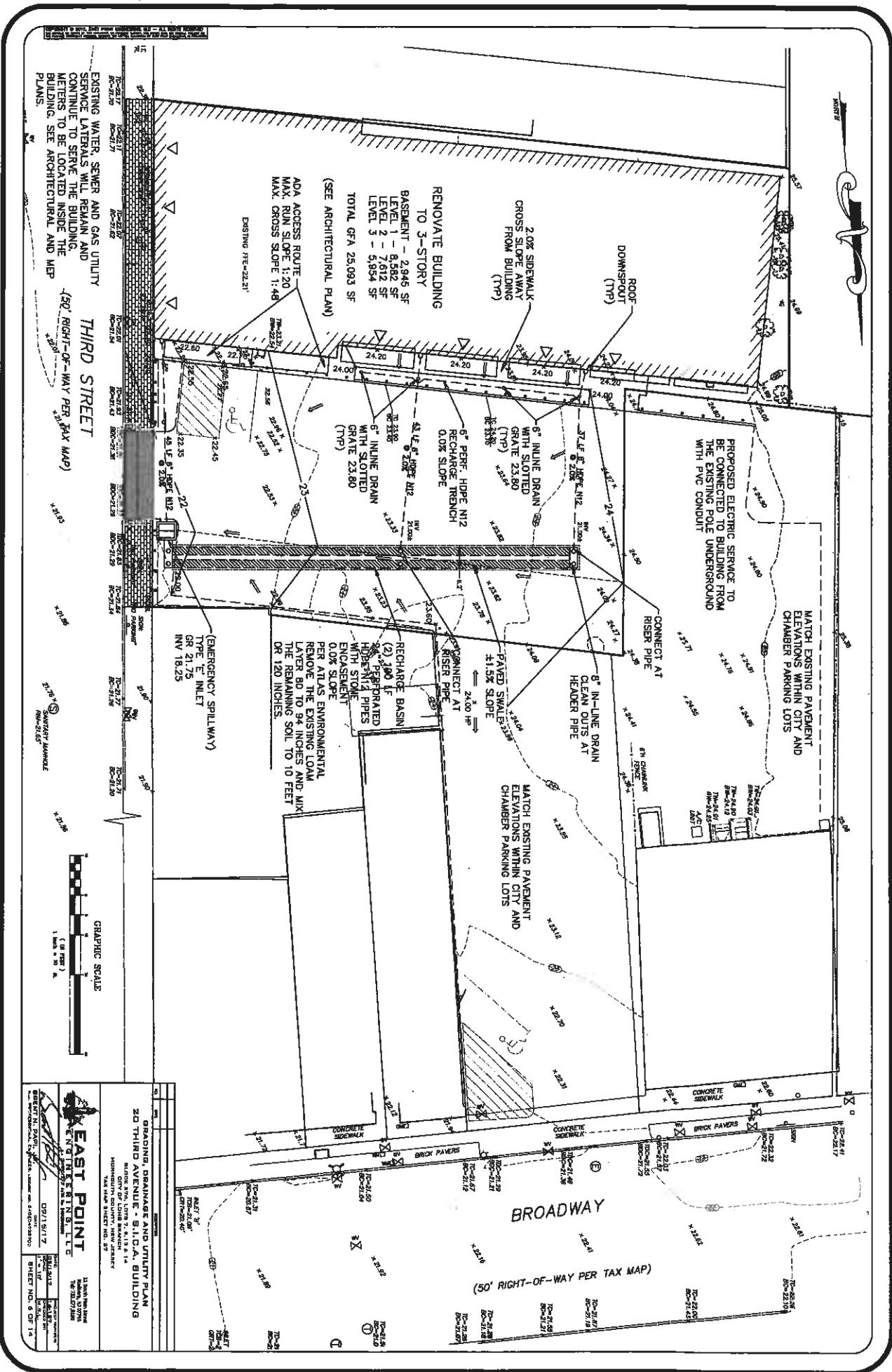
PRELIMINARY & FINAL MAJOR SITE PLAN
"20 THIRD AVENUE - S.I.C.A. BUILDING"
BLOCK 276, LOTS 7, 9, 13 & 14
CITY OF LONG BRANCH
MONMOUTH COUNTY, NEW JERSEY

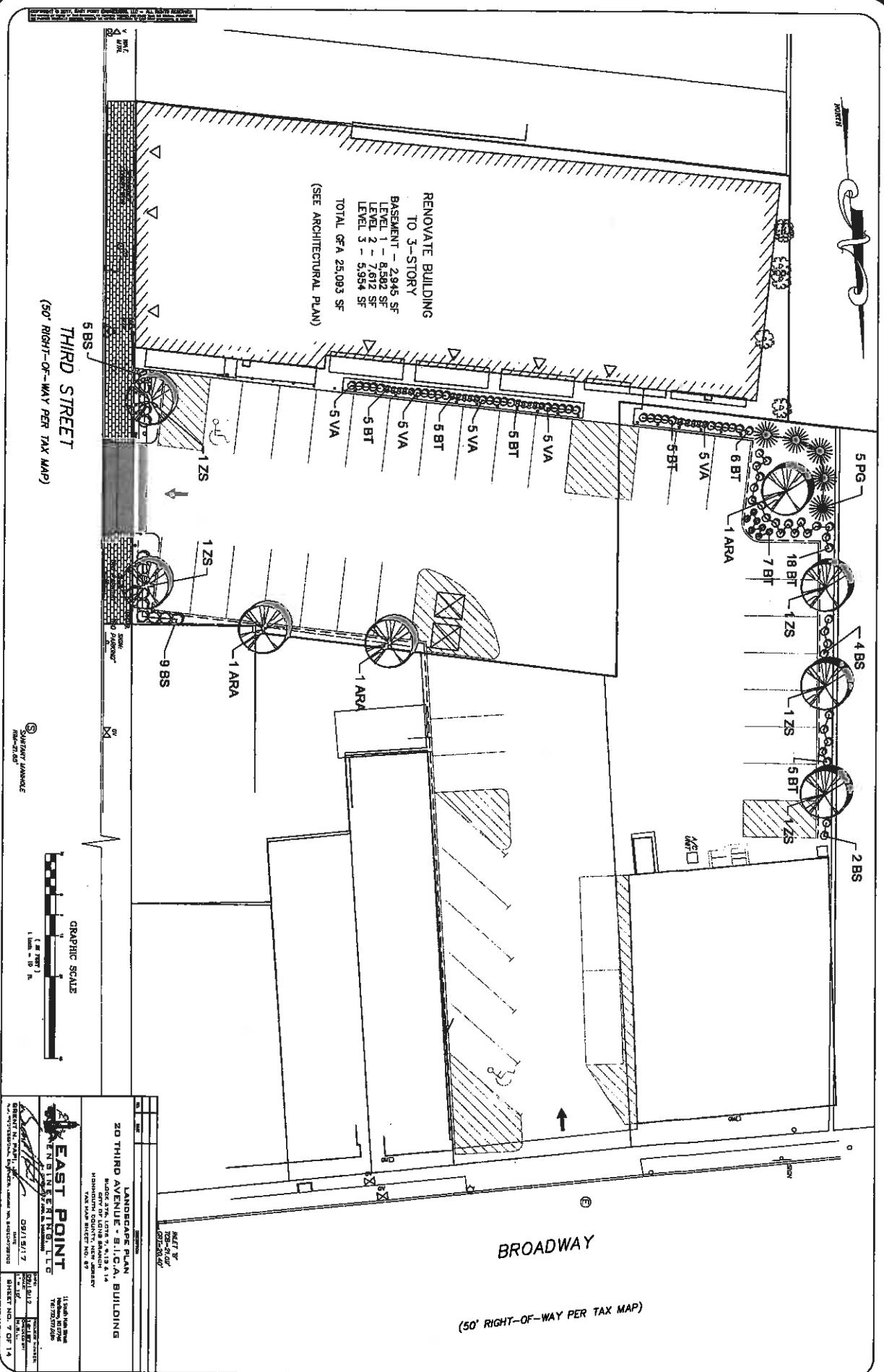




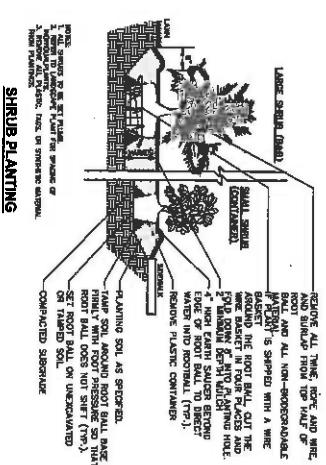








CONTAINER PLANTS				
KEY	GEN.	BOTANICAL NAME	COMMON NAME	HR/CONTAINER SIZE
AVA	4	<i>Acerrubrum 'Auratum'</i>	Autumn Maple	2'-2.5' scd.
Z5	2	<i>Zelkova serrata</i>	Japanese Zelkova	2'-2.5' scd.
BS	14	<i>Bunus sempervirens</i>	American English Boxwood	30"-38"
BT	15	<i>Berberis thunbergii</i>	Carmson Barberry	18"-24"
VA	20	<i>Vaccinium corymbosum</i>	Lowbush Blueberry	3'-4'

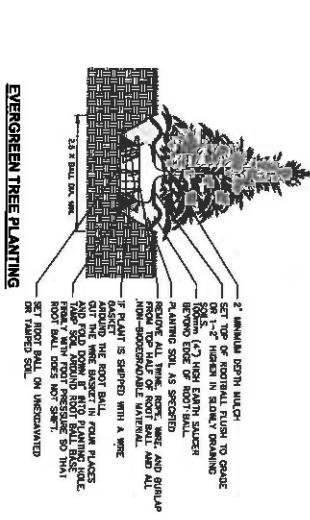


DECIBUOUS TREE PLANTING

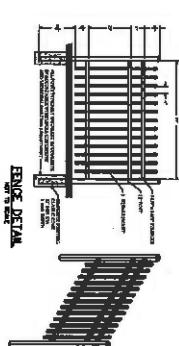
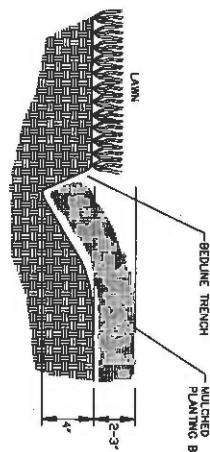
SET 2: MINIMUM DEPTH OF ROTATIONAL TURN TO
ROTATE ALL THREE ROSES, 3000', AND BURDEN
FROM ONE-HALF TO ONE FULL TURN
NON-HOMOGENEOUS MATERIAL.
4" HORN EARTH SADDLE
4" HORN EARTH SADDLE
F. PLANT IS SHIPPED WITH A BASKET
IN WHICH PLANT IS PLANTED
IN FIELD. PLANT IS PLANTED
IN FIELD, WITH BASKET REMOVED
FROM PLANT, AND SOIL IS
PLANTED IN FIELD, WITH BASKET
REMOVED, AND SOIL IS
PLANTED IN FIELD.



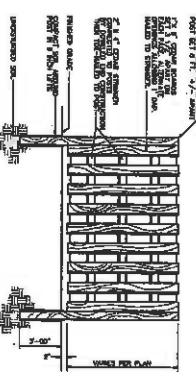
SL. NO.	NAME	BOTANICAL NAME
4	Acer rubrum 'Autumn	<i>Acer rubrum</i>
2	Zelkova Serrata	<i>Zelkova serrata</i>
14	Buxus sempervirens	<i>Buxus sempervirens</i>
15	Berberis thunbergii	<i>Berberis thunbergii</i>
20	Vaccinium angustifolium	<i>Vaccinium angustifolium</i>



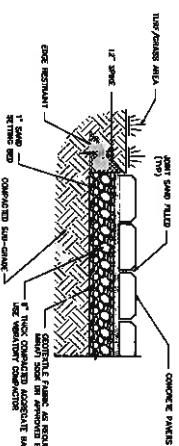
TURF MULCH BEDLINE DETAIL



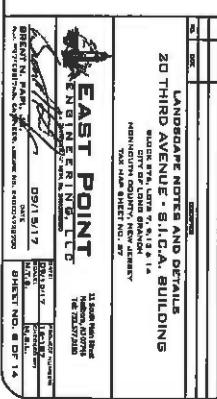
8' BOARD-ON-BOARD FENCE, DETAIL
M.T.S.



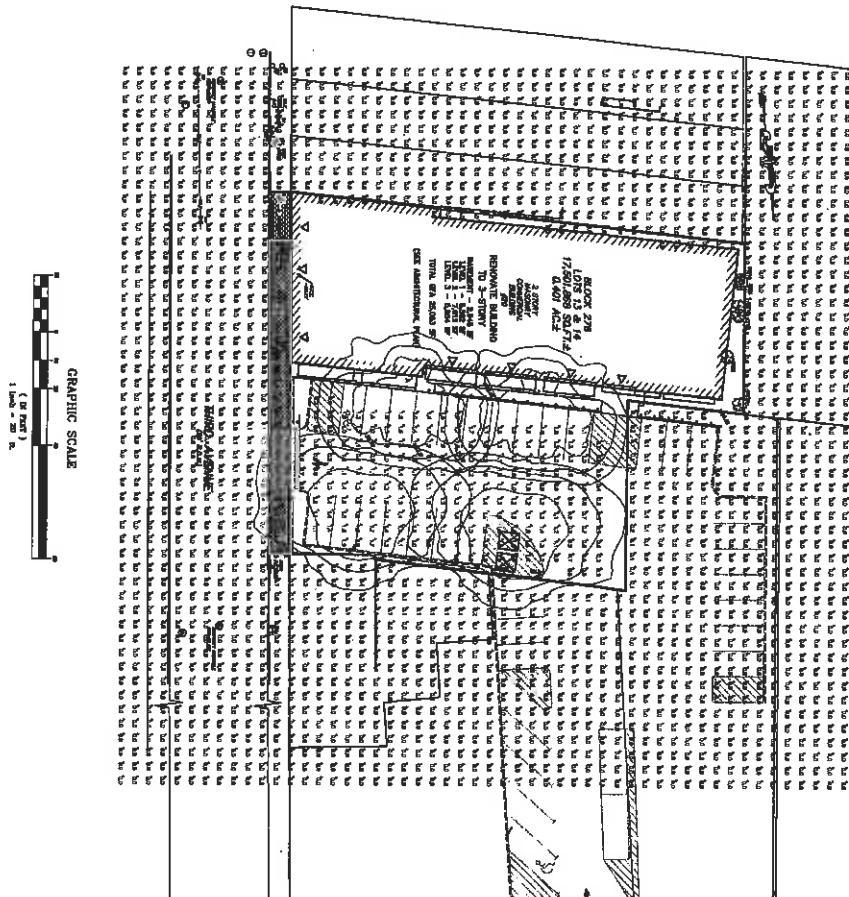
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THE CONTRACTOR SHALL KEEP THE AREA CLEAN DURING DELIVERY AND INSTALLATION OF PLANT MATERIALS AND REMOVE AND DISPOSE OF OF-SITE ANY ACCUMULATED DEBRIS OR UNUSED MATERIALS.

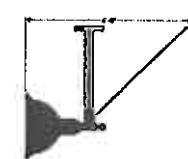


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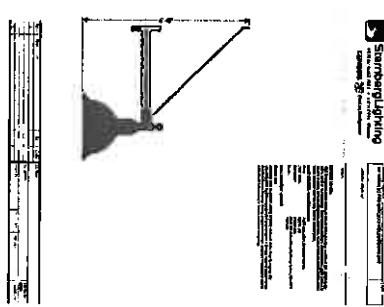


Luminaire Locations

Statistics	Location						Alt
	No.	Label	X	Y	Z	MH	
Description	Symbol	Ang	Max	Min	Max/min	Avg/min	
AI GRADE	+	1.2 to	2.0 to	0.3 to	0.7 to 1.1	4.0:1	
OFFSITE	+	0.6 to	0.7 to	0.6 to	0.6 to	N/A	
Dimensions	Label	Unit	Min	Max	Min/Max	Avg/min	
O	A	ft	100.00	100.00	100.00/100.00	100.00	
B	B	ft	100.00	100.00	100.00/100.00	100.00	



STERNBERG
WALL MOUNTED FIXTURE



LITHONIA
POLE MOUNTED FIXTURE

SHARPENING LAMPING

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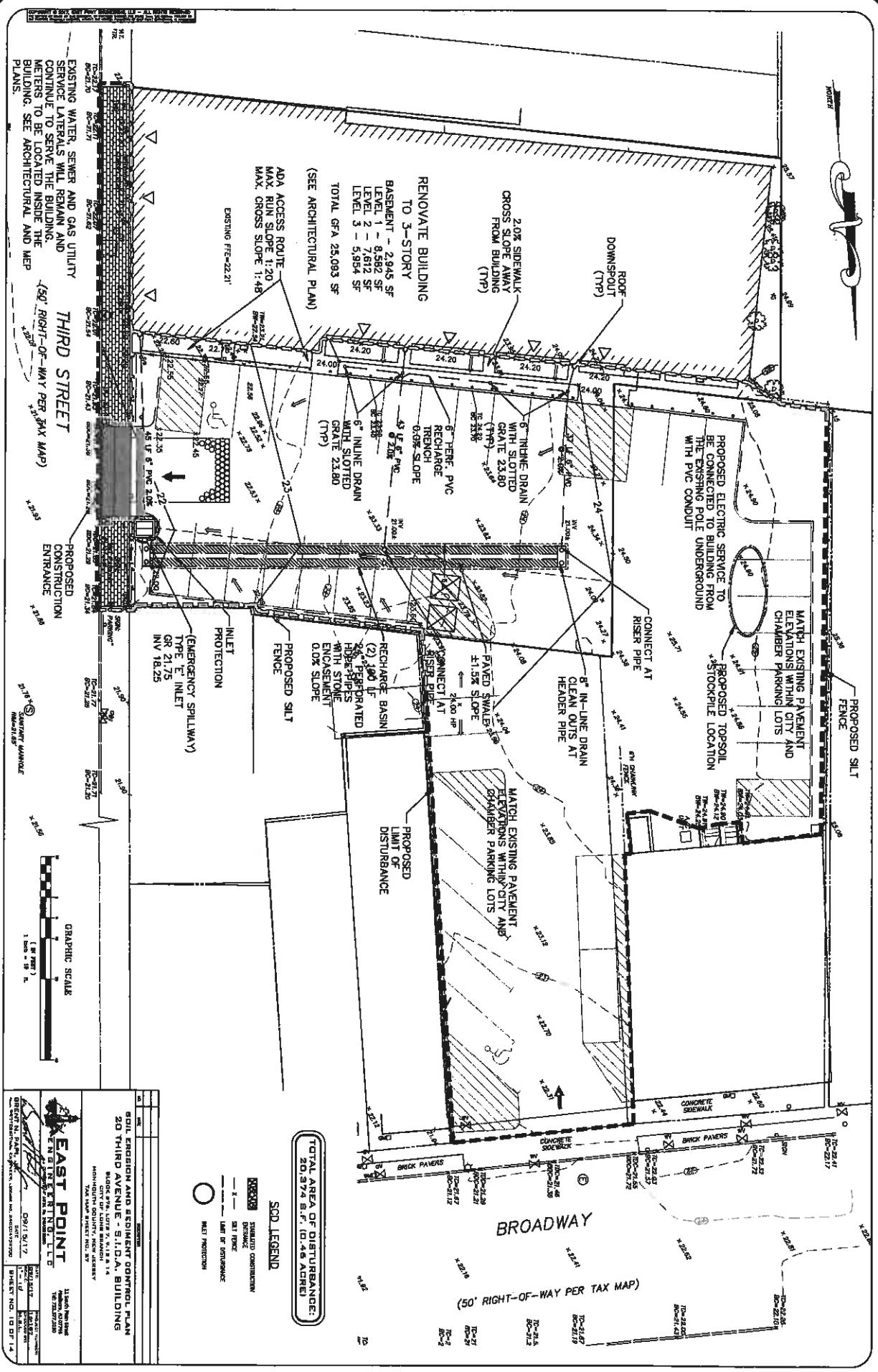
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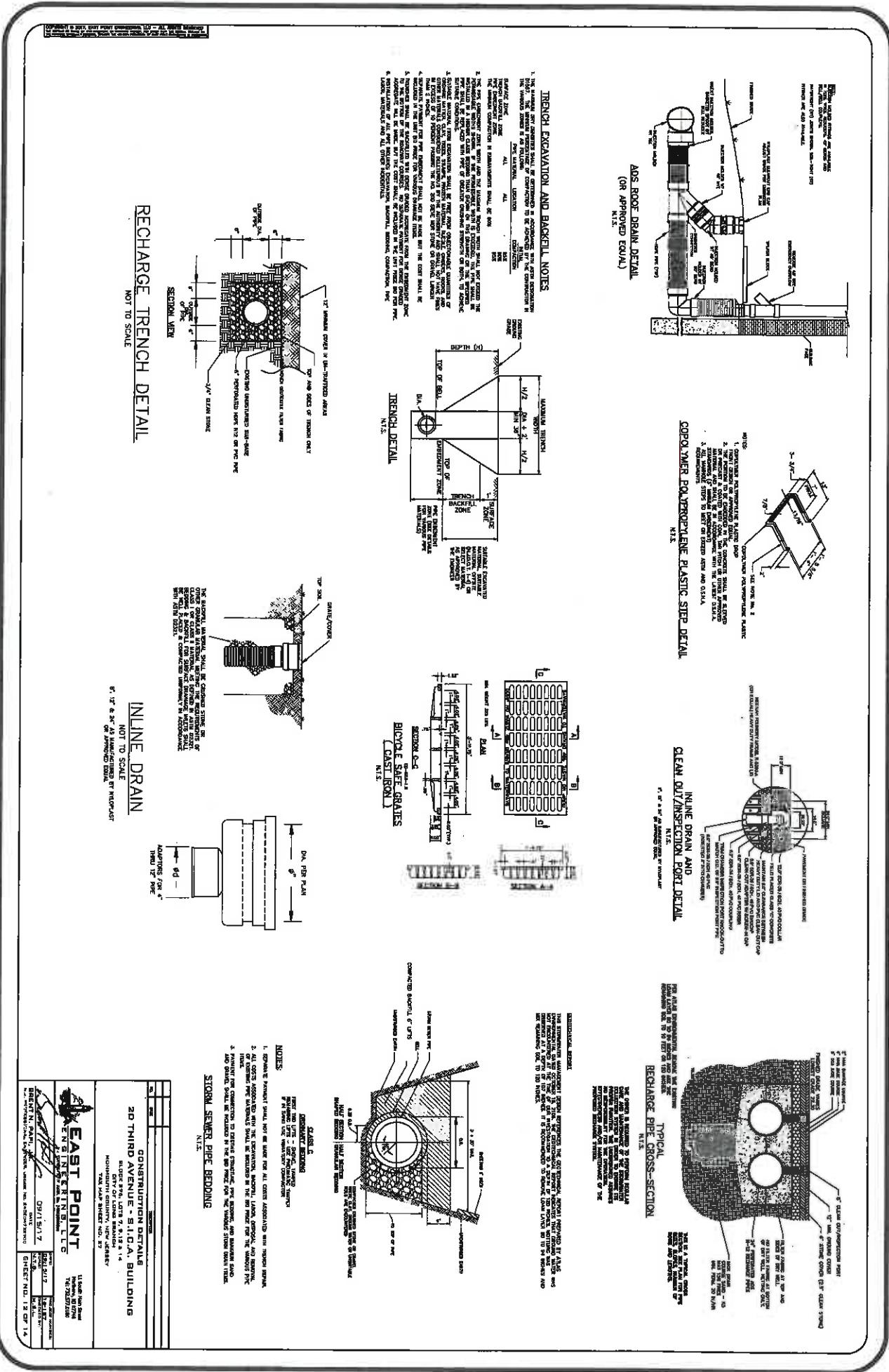
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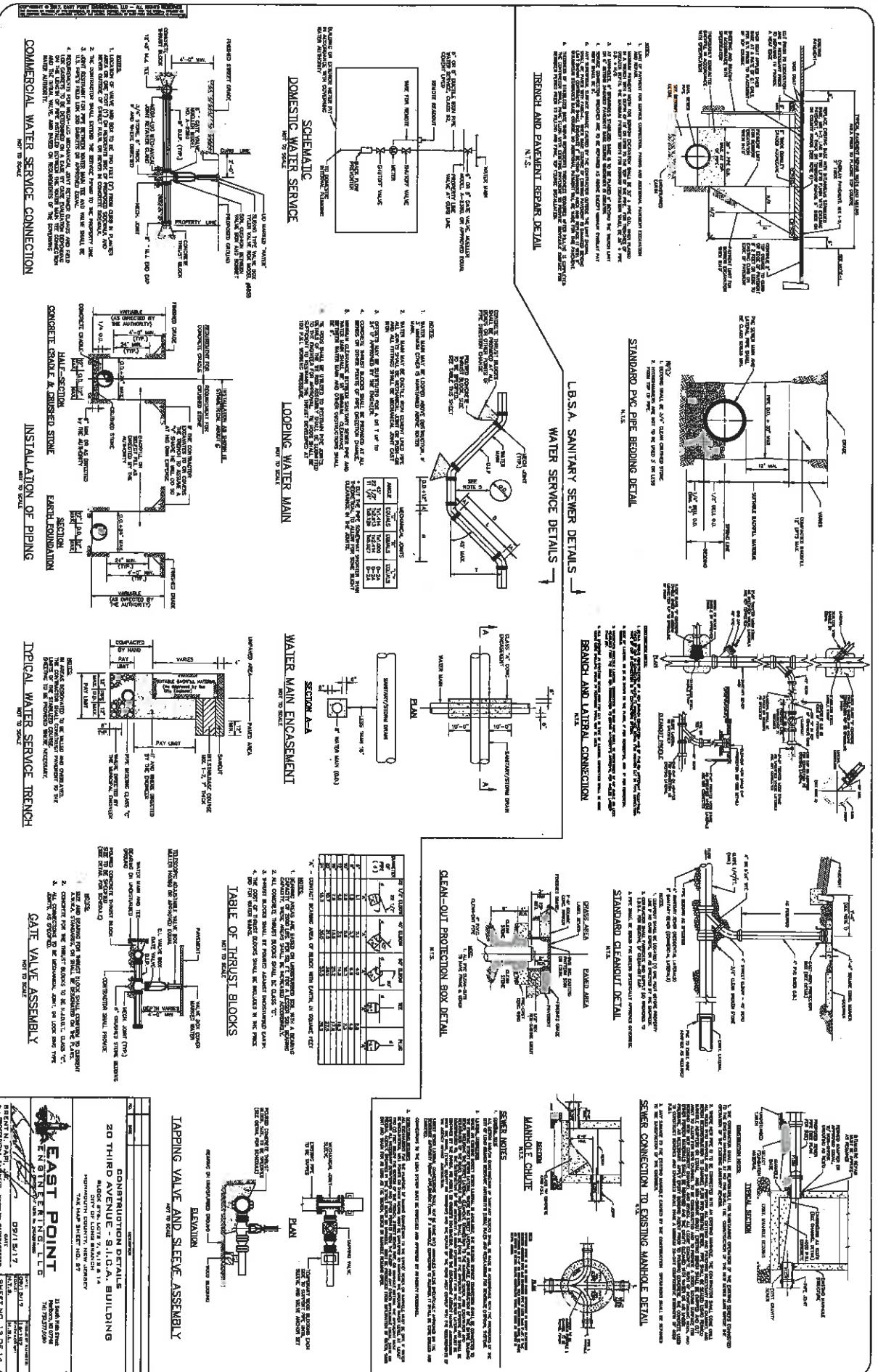
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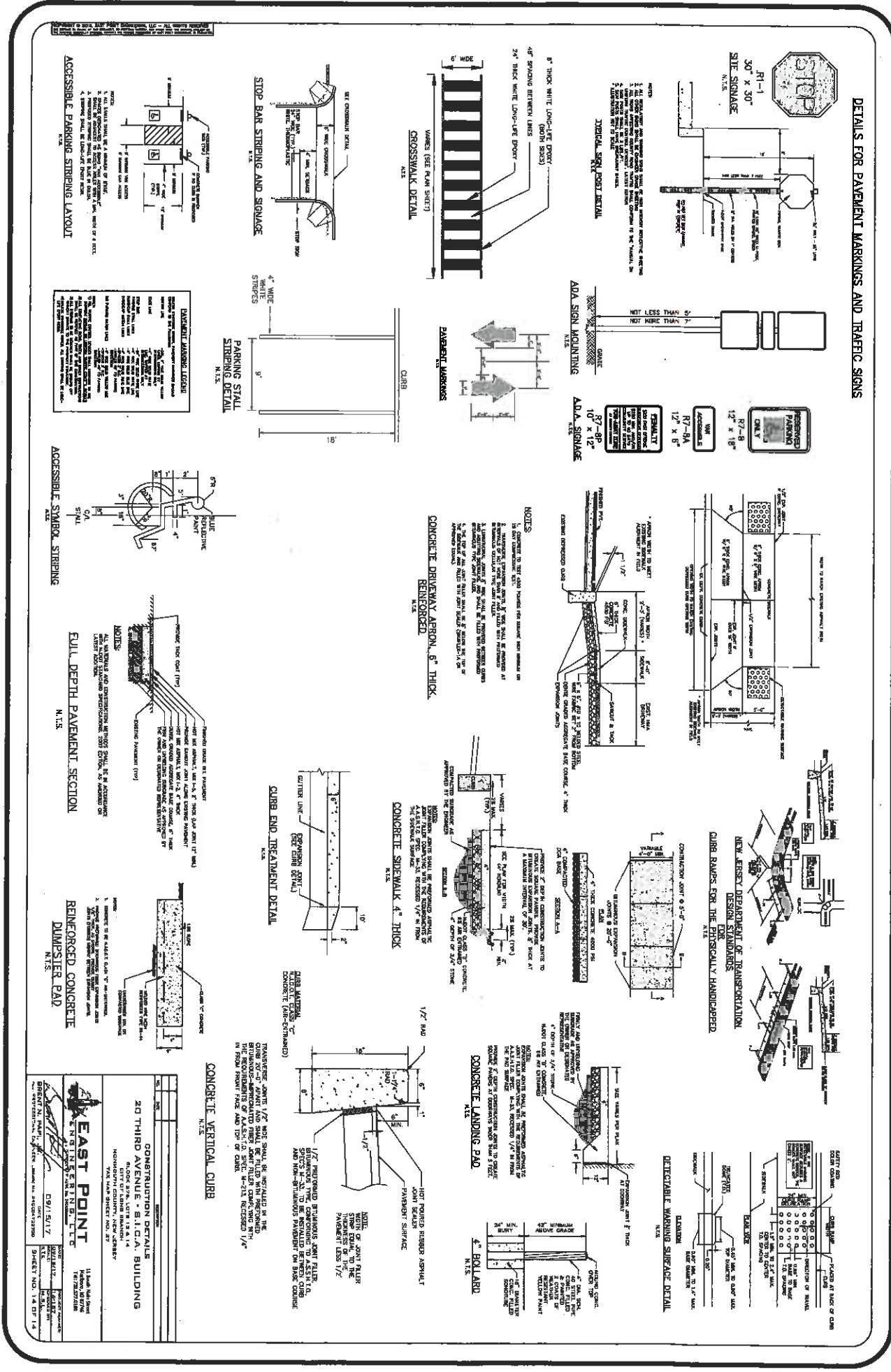
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DETAILS FOR PAVEMENT MARKINGS AND TRAFFIC SIGNS



PROPOSED RENOVATION TO SICA BUILDING

13 APARTMENTS
5 COMMERCIAL SPACES

UNIT DATA

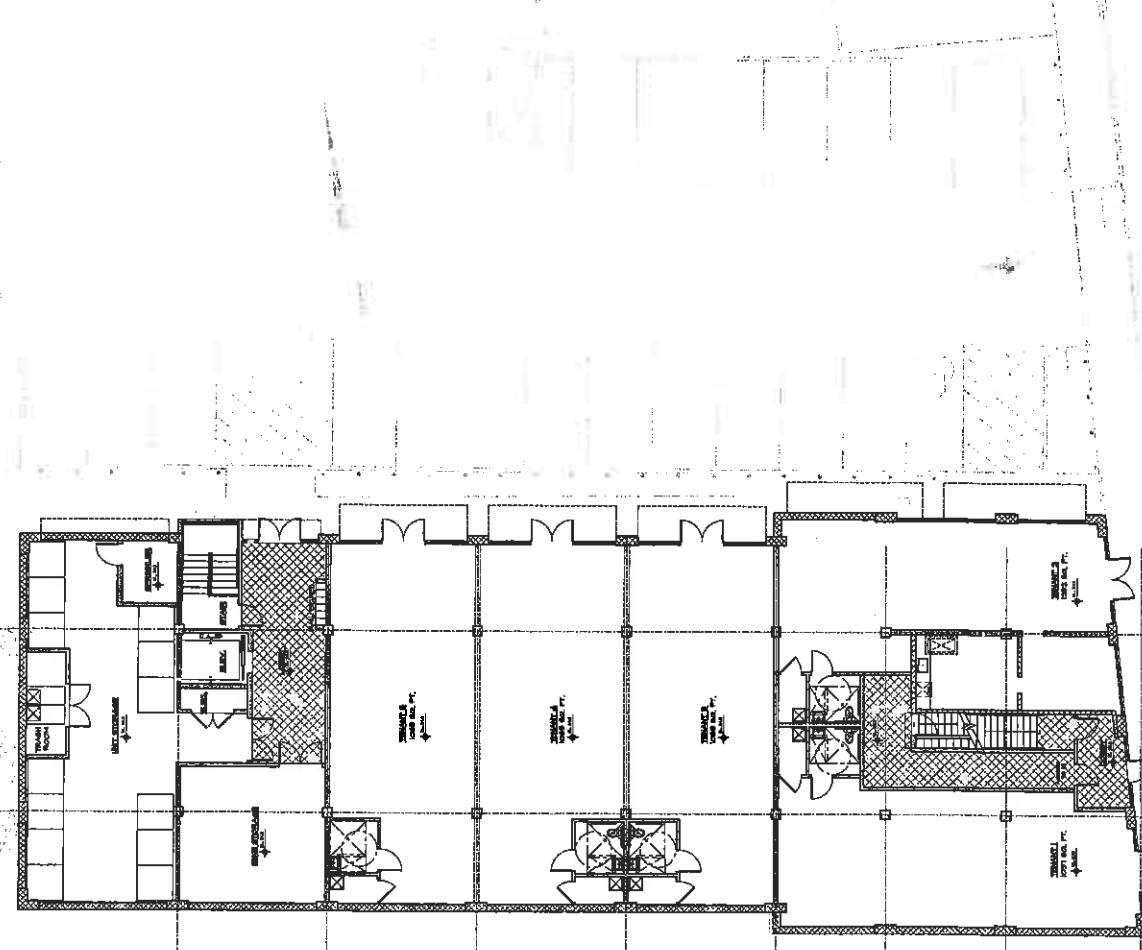
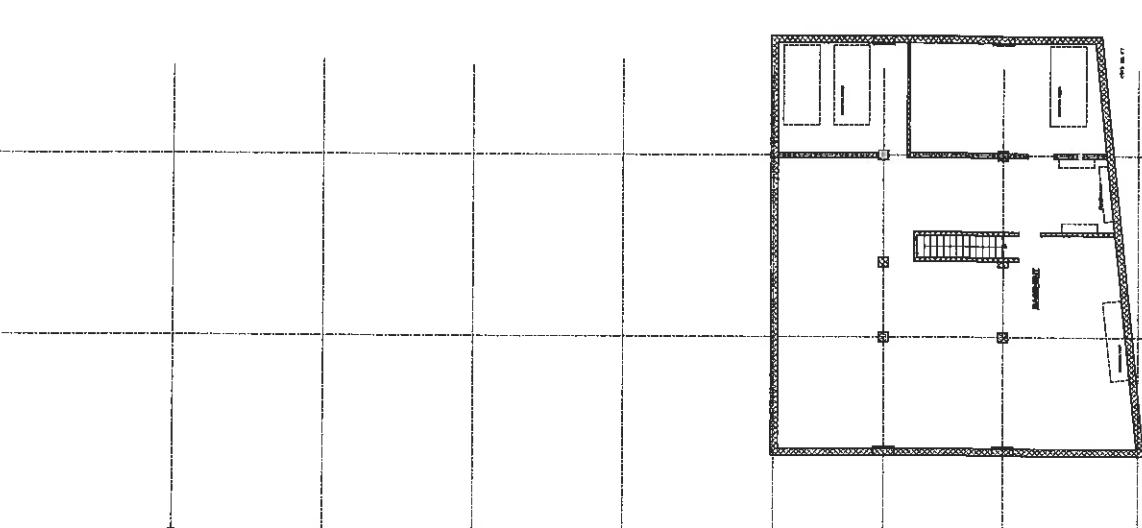
COMMERCIAL	RESIDENTIAL
TELENTANT 11	TELENTANT 10
TELENTANT 12	TELENTANT 13
TELENTANT 15	TELENTANT 14
TELENTANT 16	TELENTANT 15
	TELENTANT 16

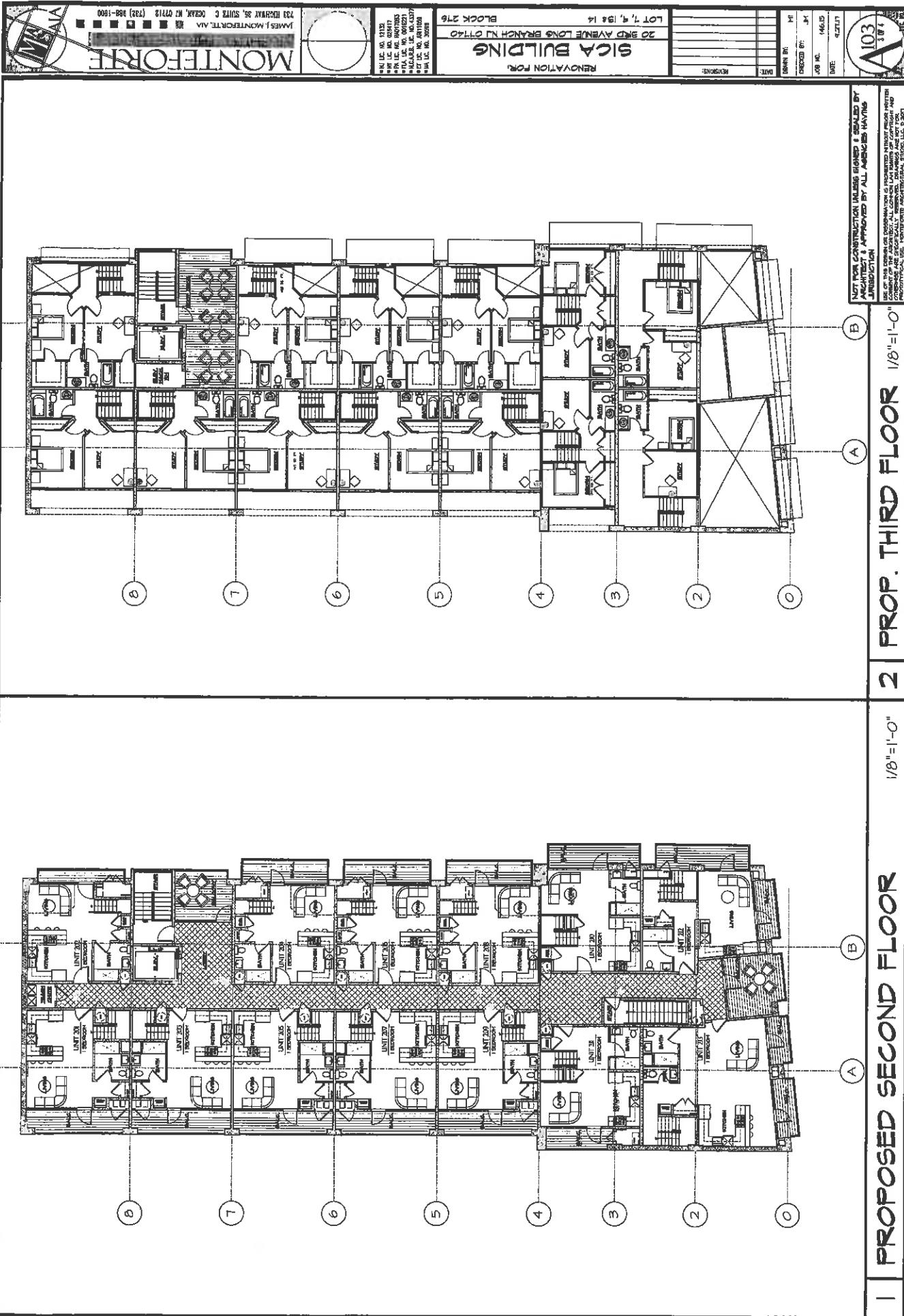
COMMERCIAL DATA



IN CONSTRUCTION UNLESS SIGNED & SEALED BY
RECEIPT & APPROVED BY ALL AGENCIES HAVING
JURISDICTION

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 MONTEFORTE 102-A		2033 ELMWOOD ST, SUITE G, CEDAR, NJ 07009 (732) 882-1980 NAME: MONTEFORTE, AIA ADDRESS: 102-A, ELMWOOD ST, CEDAR, NJ 07009 CITY: CEDAR, NJ 07009 STATE: NJ ZIP: 07009		SICA BUILDING 2033 ELMWOOD LONG BRANCH NJ 07036 NAME: MONTEFORTE, AIA ADDRESS: 102-A, ELMWOOD ST, CEDAR, NJ 07009 CITY: CEDAR, NJ 07009 STATE: NJ ZIP: 07009		2033 ELMWOOD LONG BRANCH NJ 07036 NAME: MONTEFORTE, AIA ADDRESS: 102-A, ELMWOOD ST, CEDAR, NJ 07009 CITY: CEDAR, NJ 07009 STATE: NJ ZIP: 07009	
							
							
1 EXIST. BASEMENT PLAN		$1/8" = 1'-0"$		2 PROP. GROUND FLR.			
<p>NOT FOR CONSTRUCTION UNLESS SIGNED & APPROVED BY ARCHITECT & APPROVED BY ALL AGENCIES HAVING JURISDICTION</p> <p>IN THE NAME OF MONTEFORTE, AIA CEDAR, NJ 07009 DATE: 4/22/01 TIME: 10:00 AM DRAWN BY: J. MONTEFORTE CHECKED BY: J. MONTEFORTE APR NO: 146-15 DATE: 4/22/01</p>							





MONTEFORTE

723 HOMESTEAD ST. SUITE E DECATUR, GA 30036 (404) 388-1980



SICA BUILDING

RENOVATION FOR:
20 3RD AVENUE LONG BRANCH NJ 07740

LOT 7, 8, 9, 10, 11, 12, 13, 14

BLOCK 276

REV005

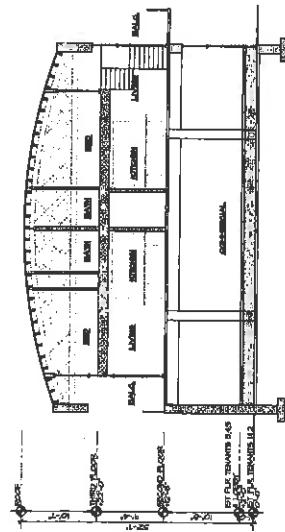
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NAME:

PC

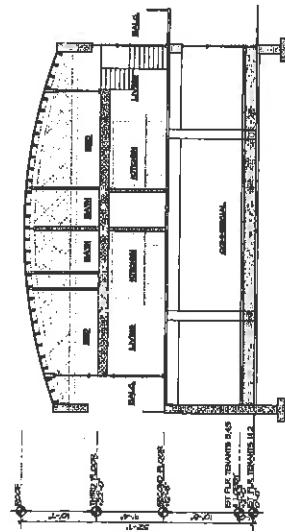
DATE:

4/21/11



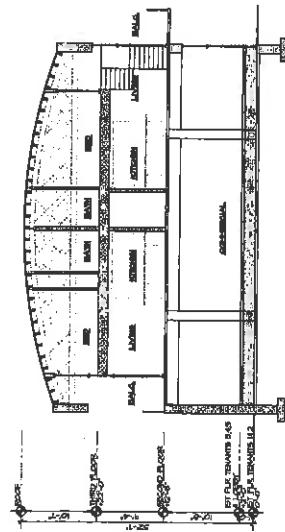
3 | PROPOSED EAST ELEV.

1/8" = 1'-0"



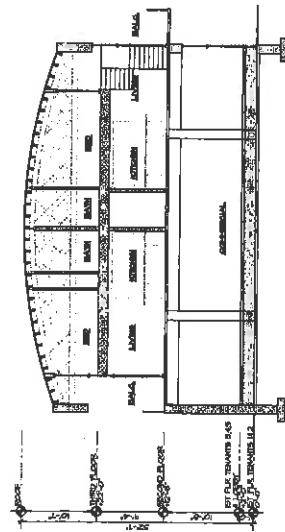
3 | PROPOSED SOUTH ELEV.

1/8" = 1'-0"



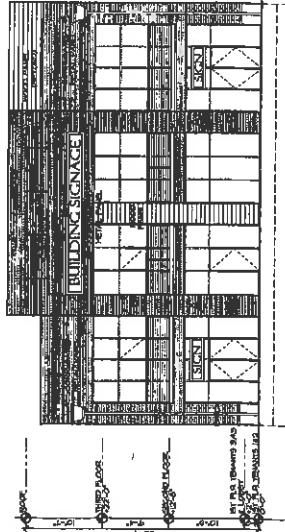
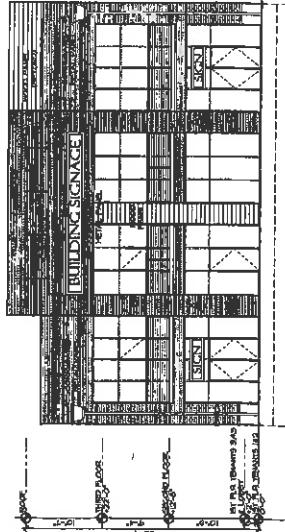
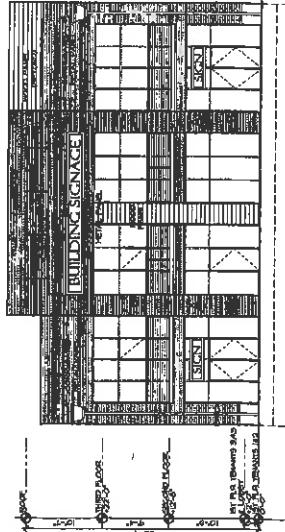
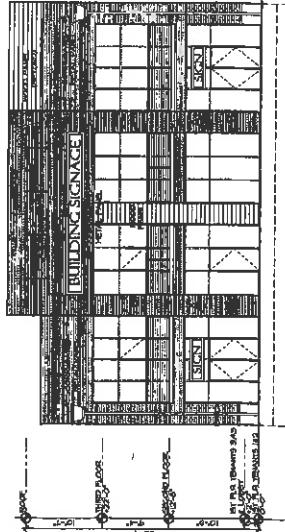
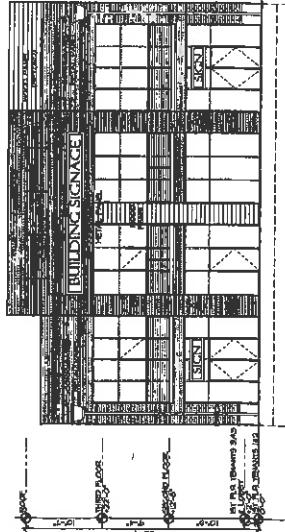
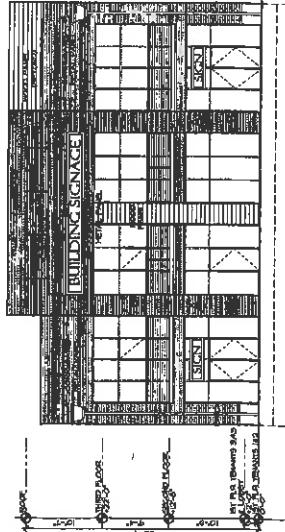
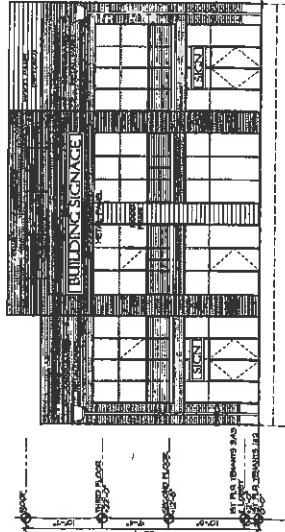
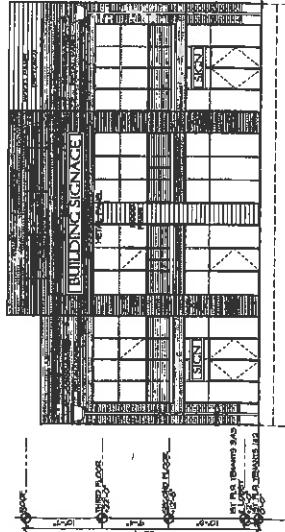
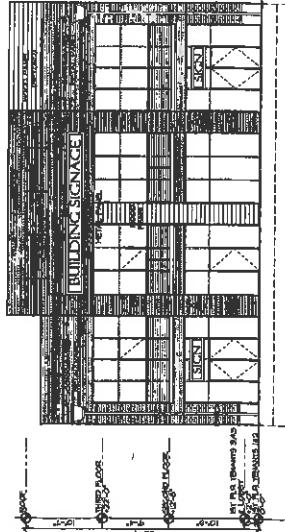
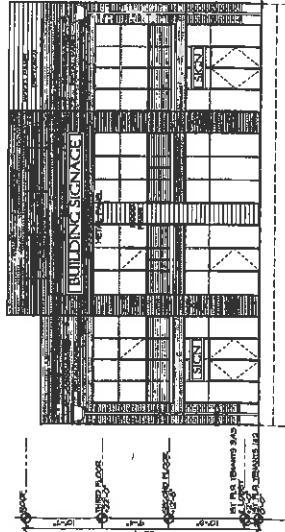
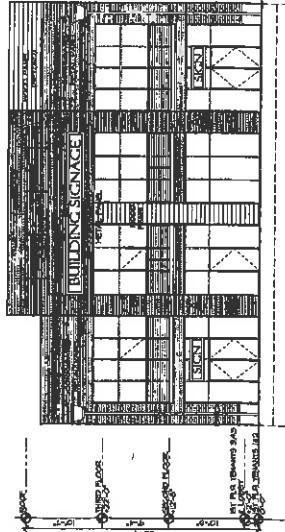
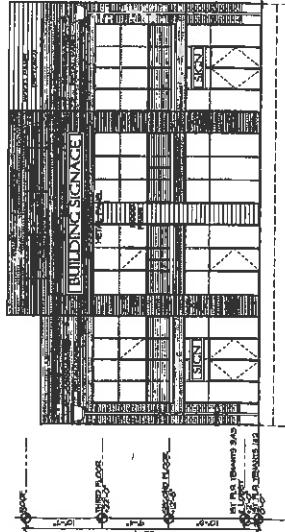
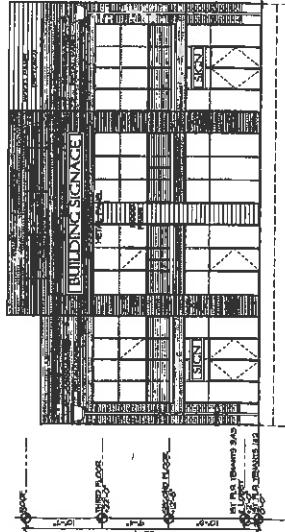
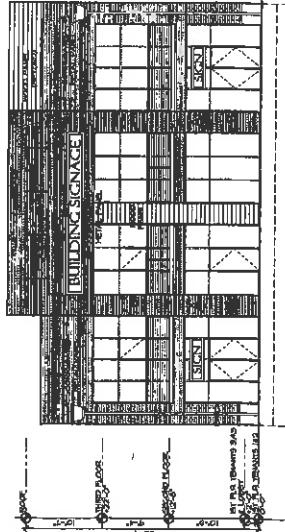
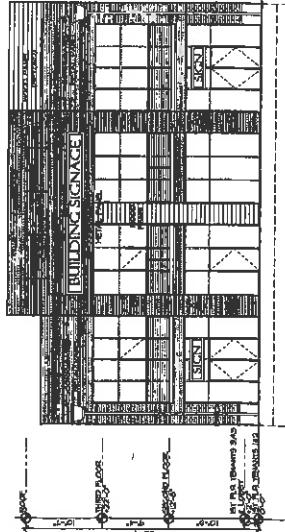
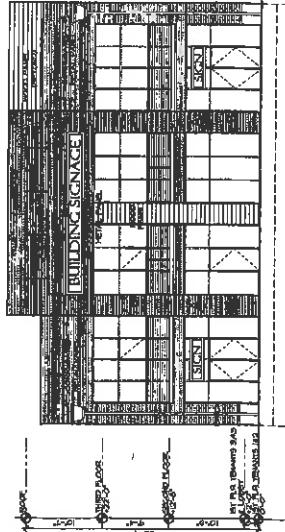
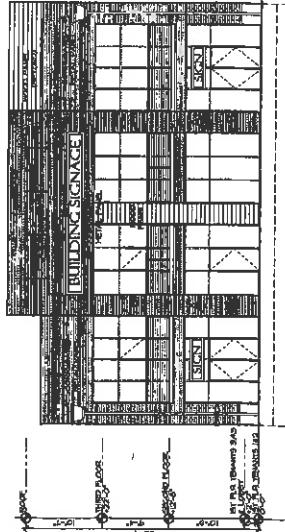
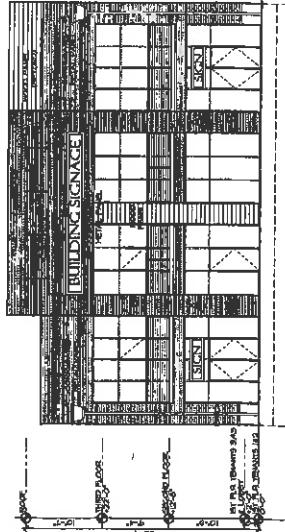
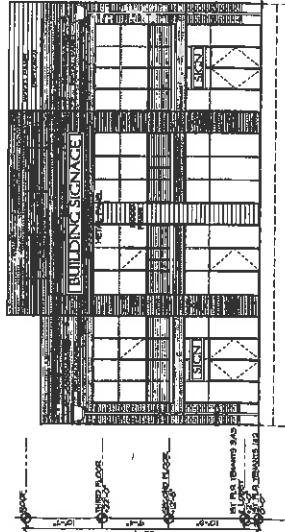
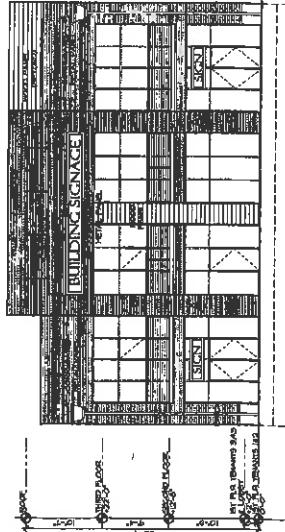
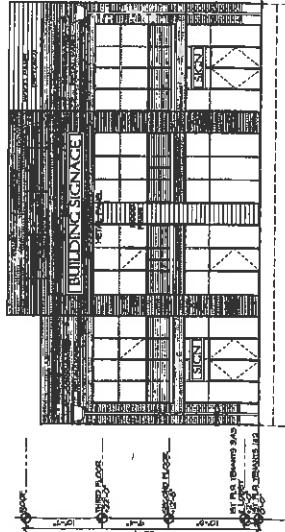
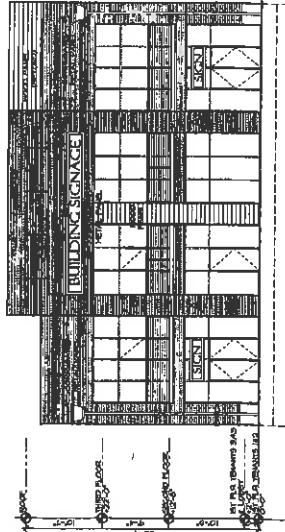
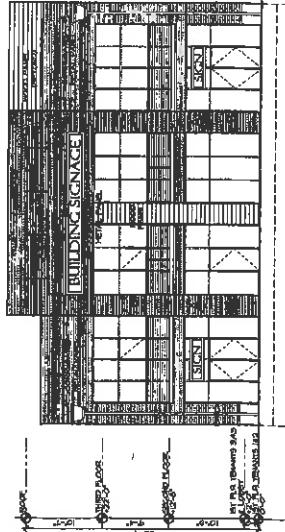
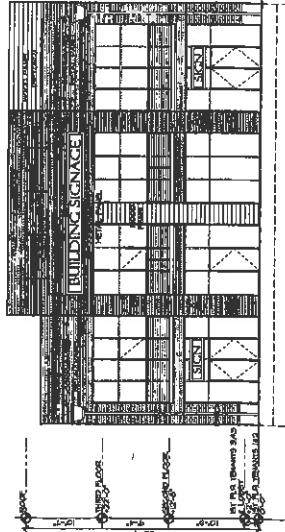
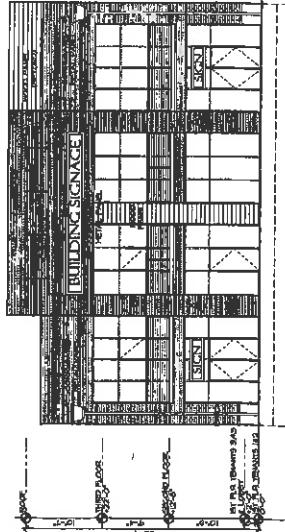
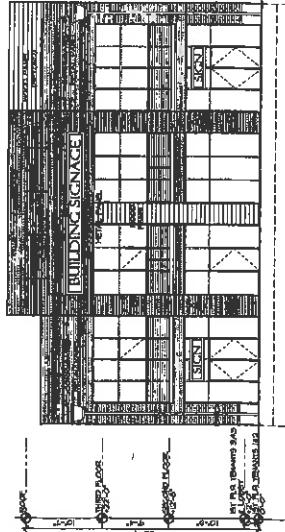
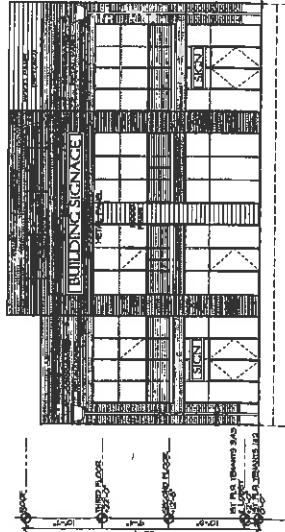
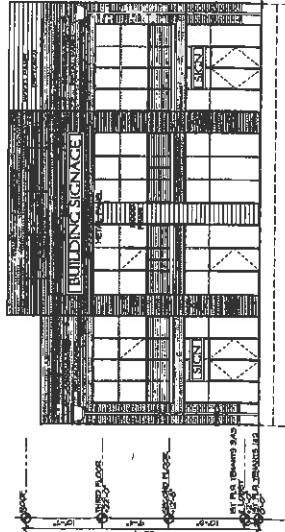
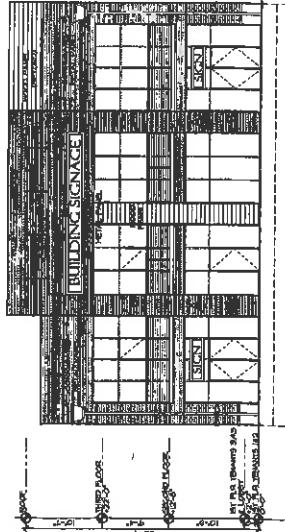
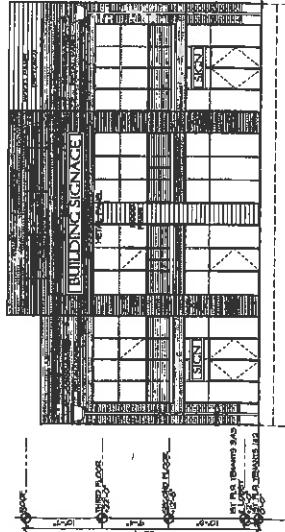
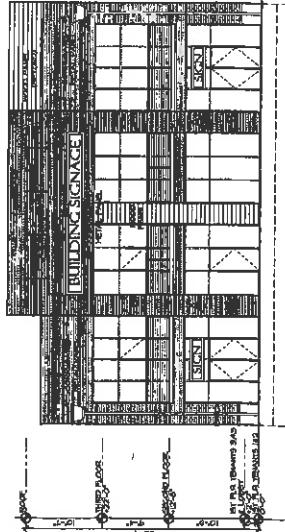
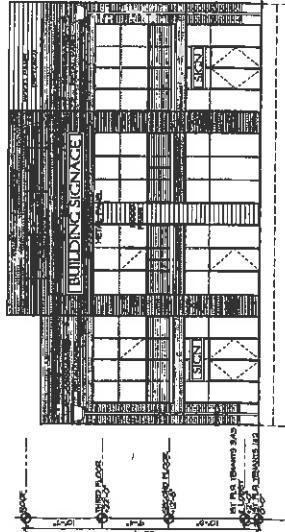
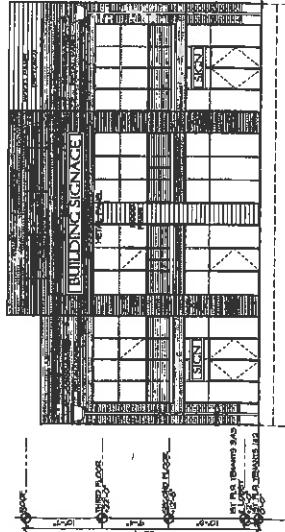
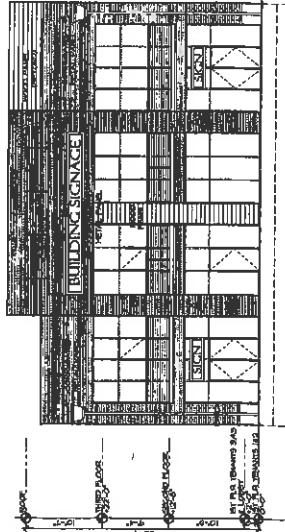
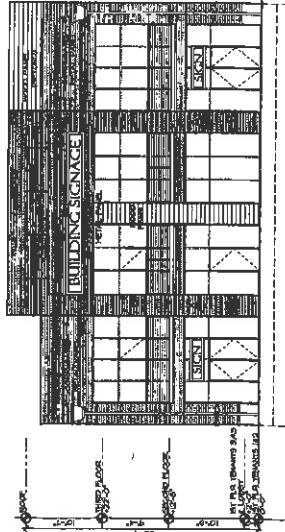
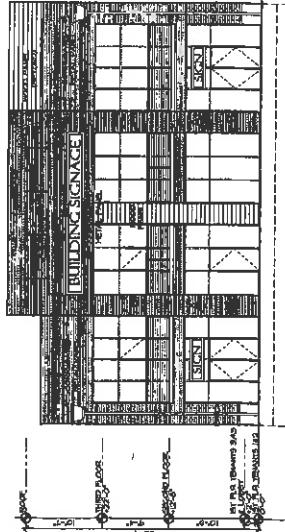
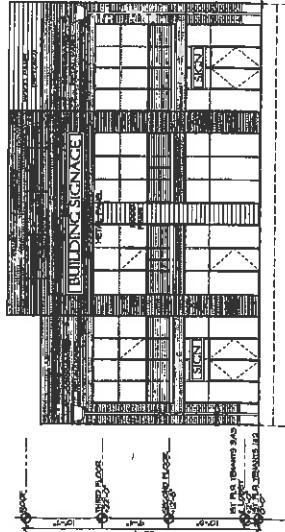
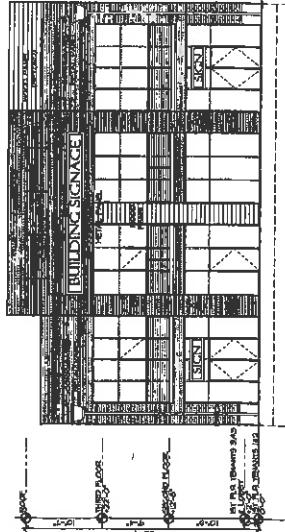
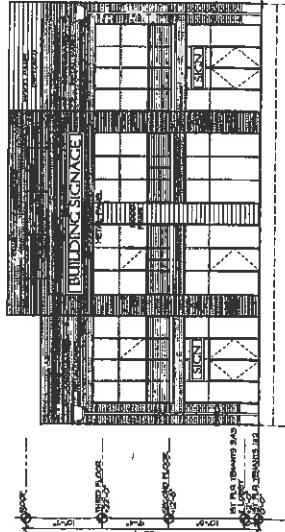
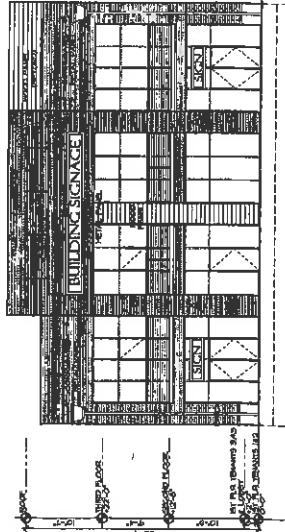
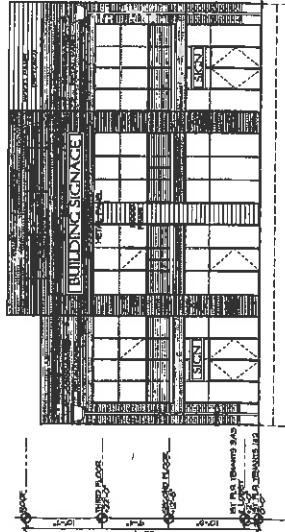
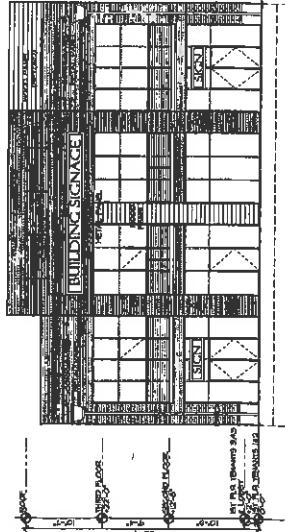
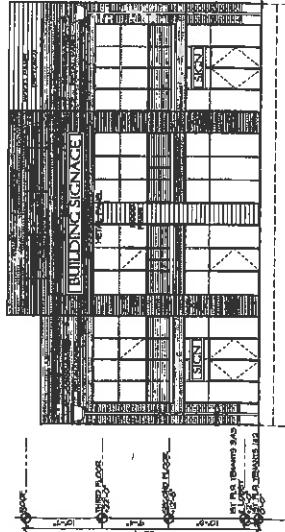
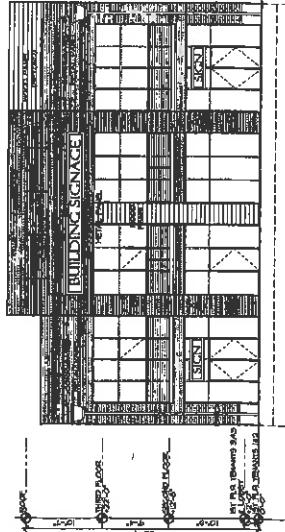
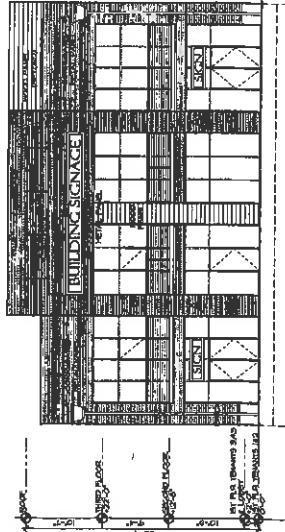
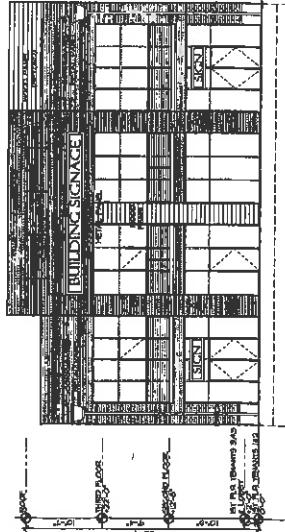
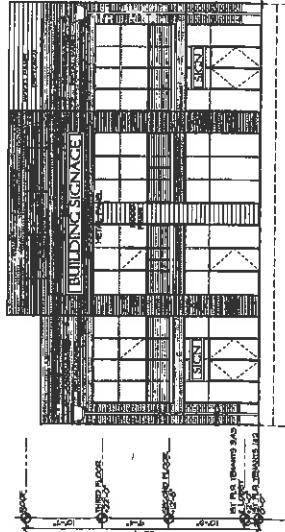
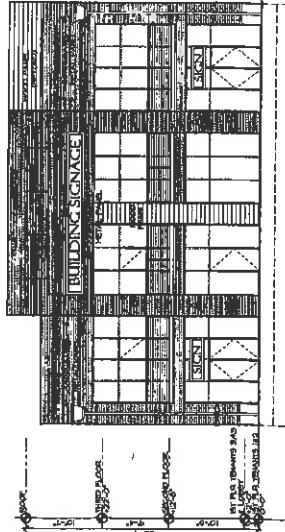
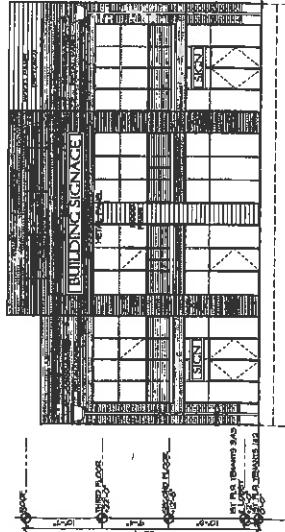
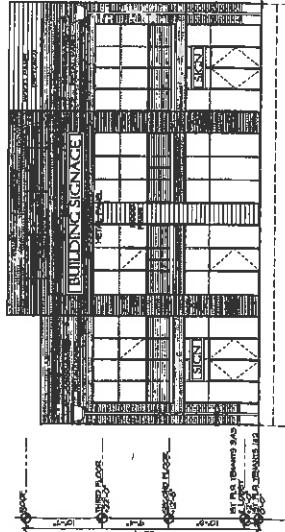
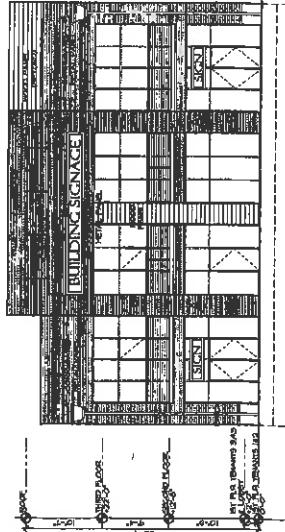
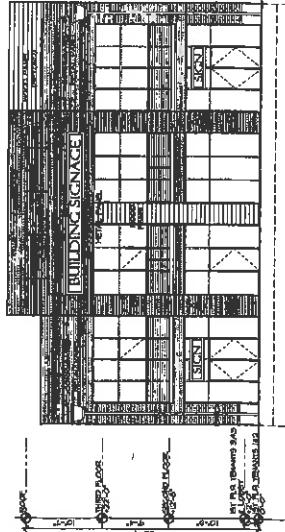
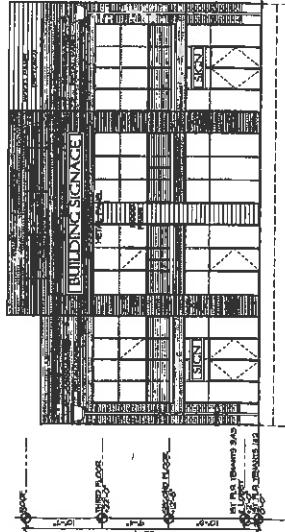
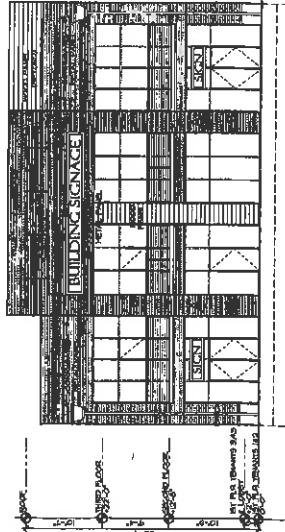
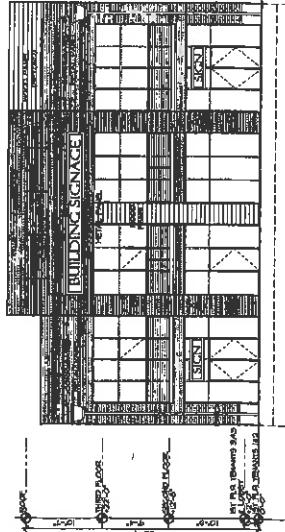
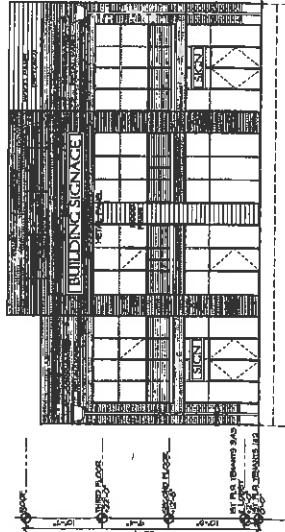
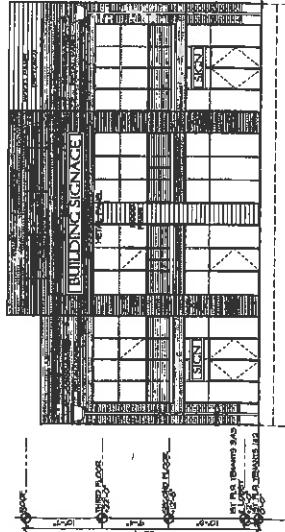
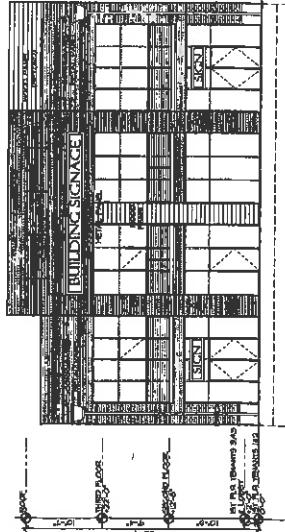
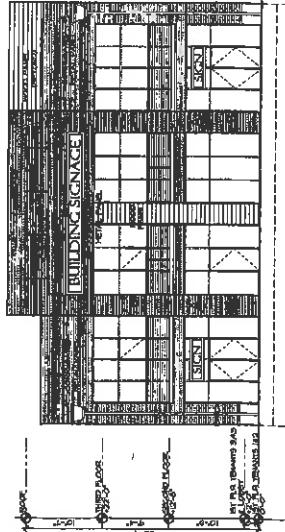
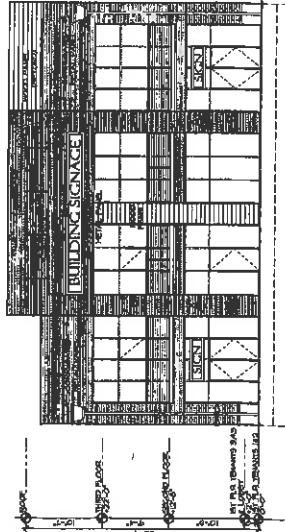
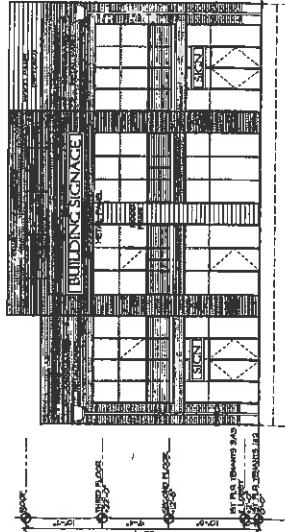
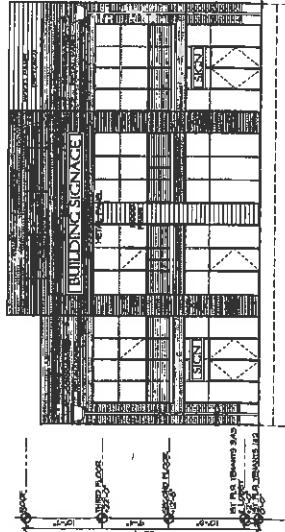
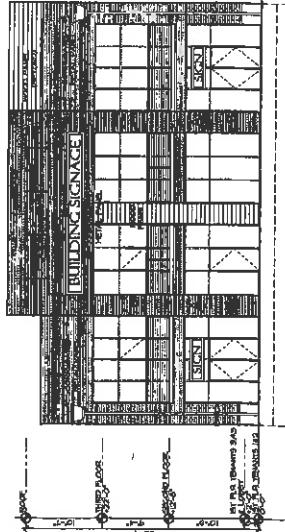
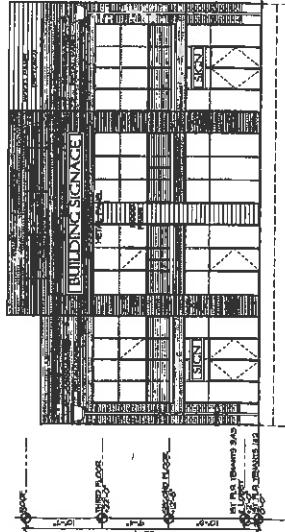
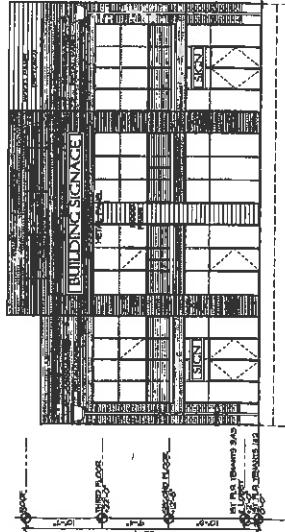
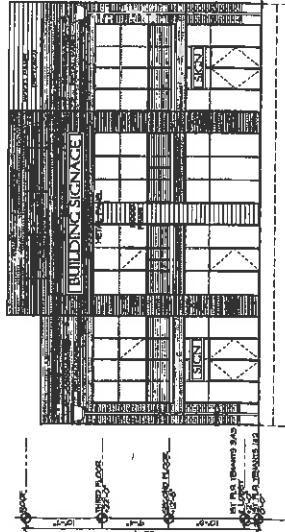
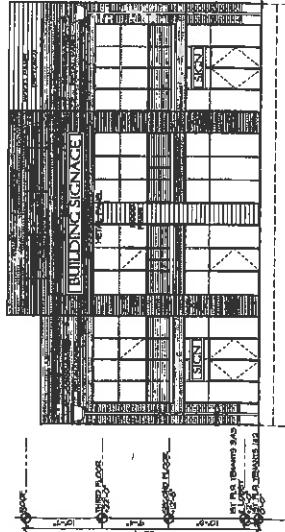
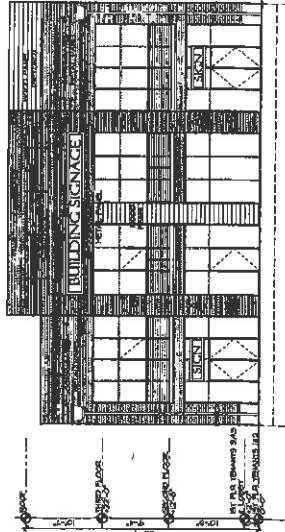
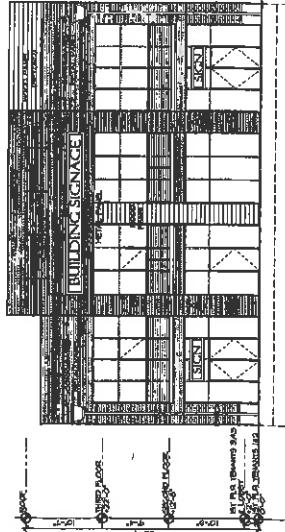
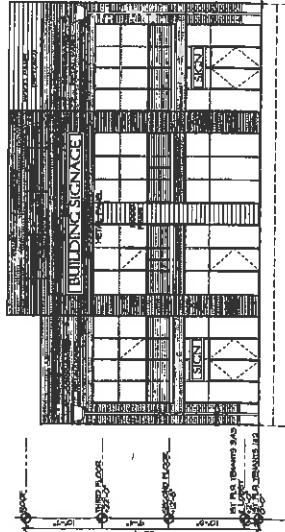
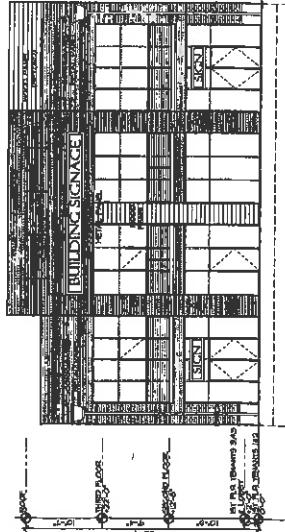
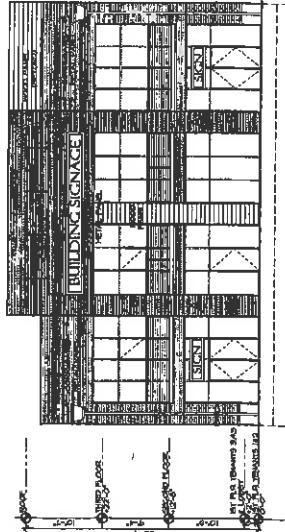
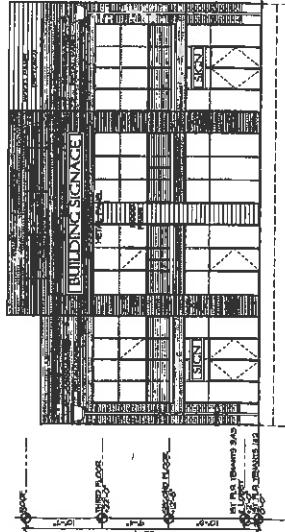
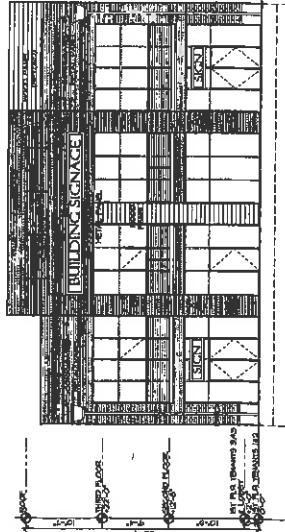
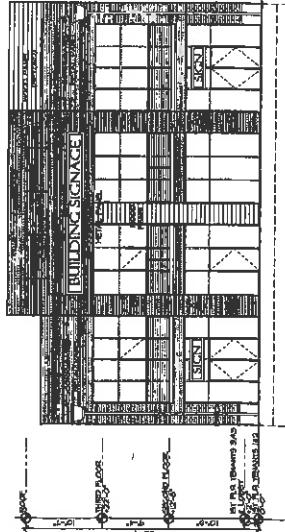
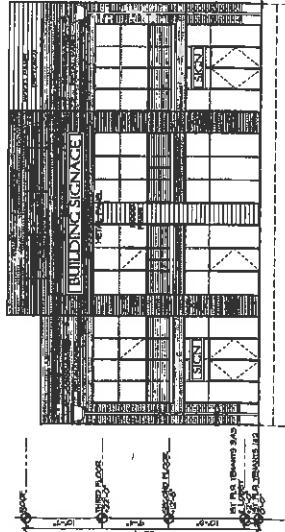
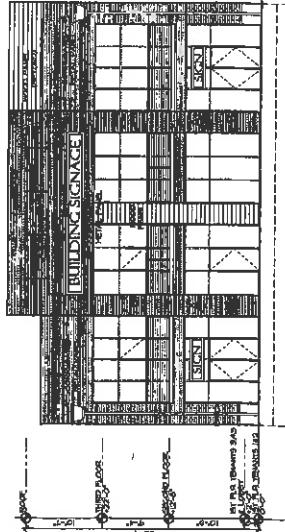
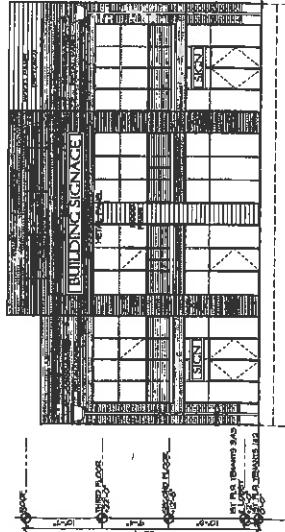
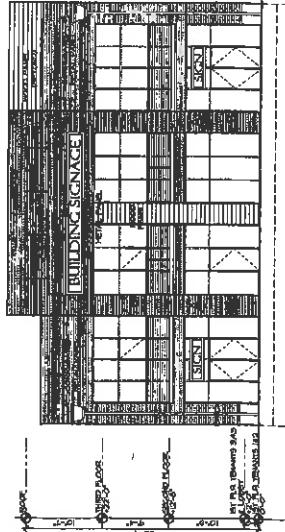
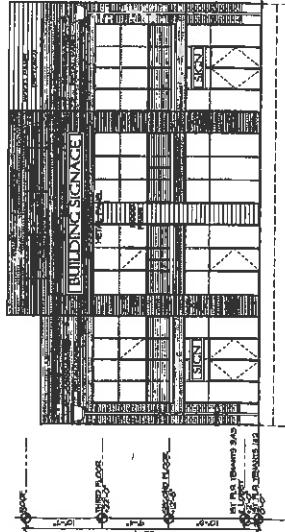
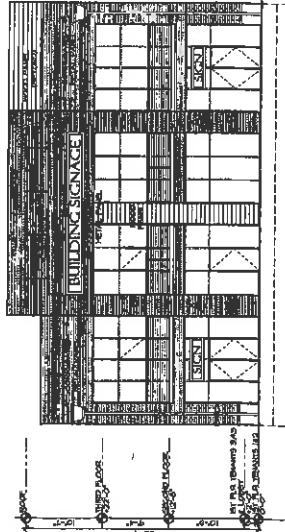
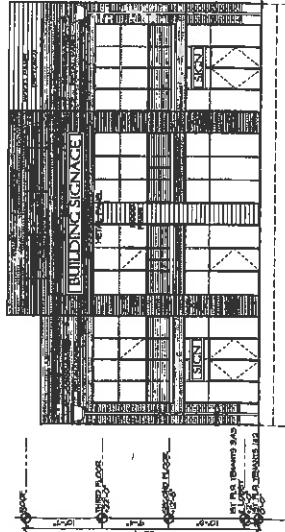
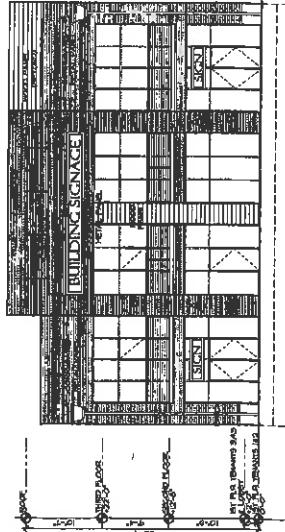
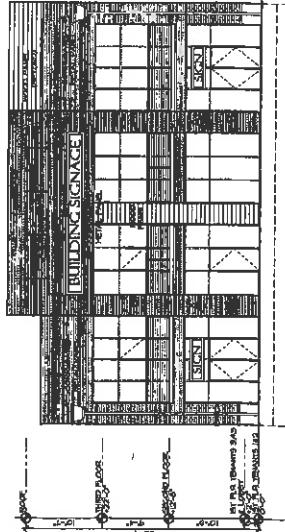
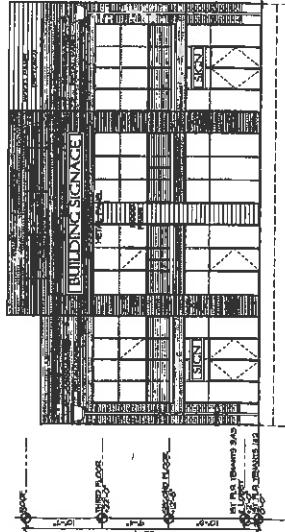
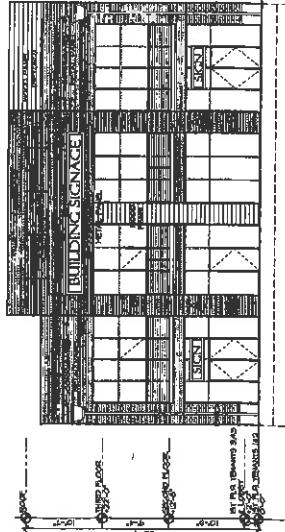
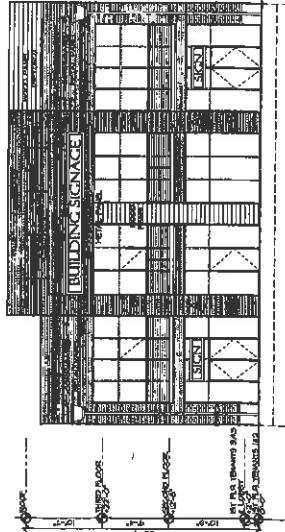
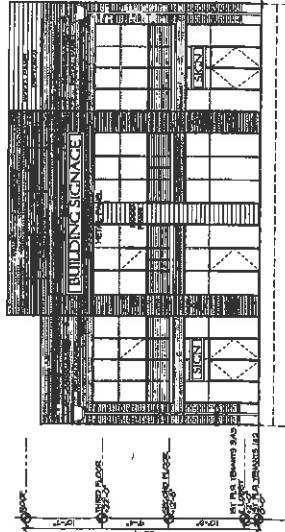
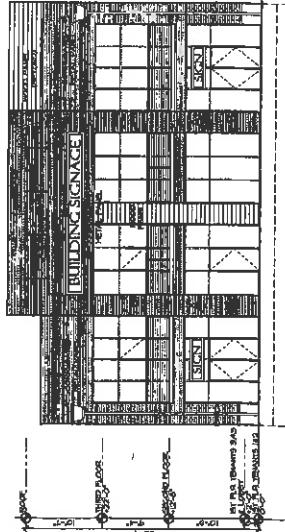
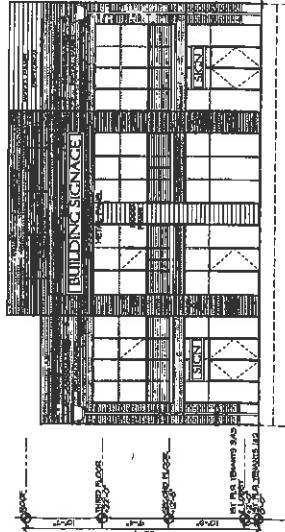
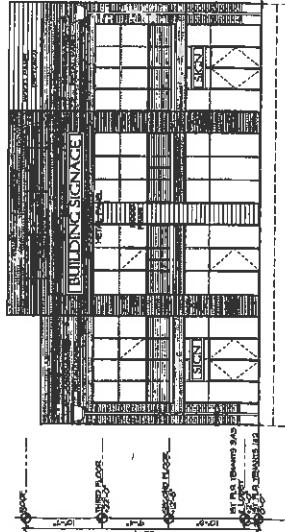
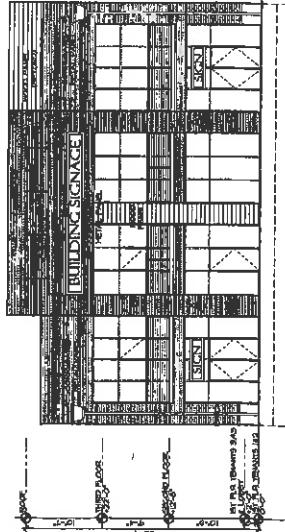
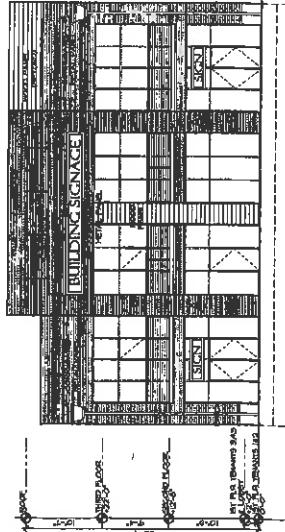
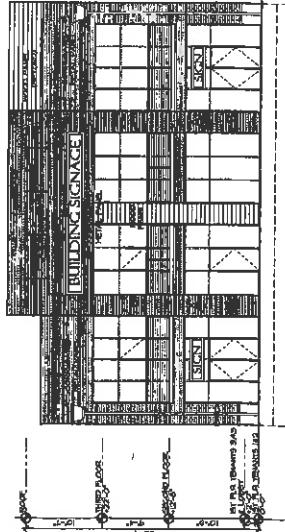
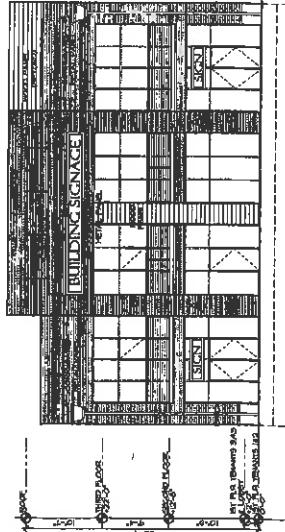
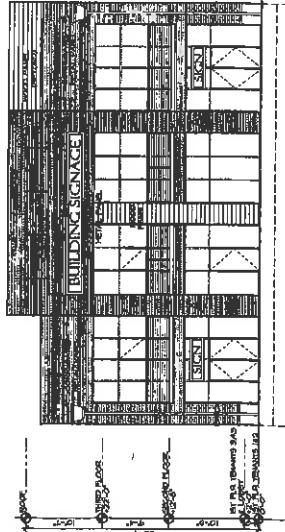
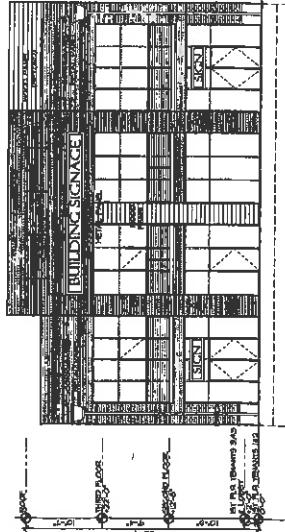
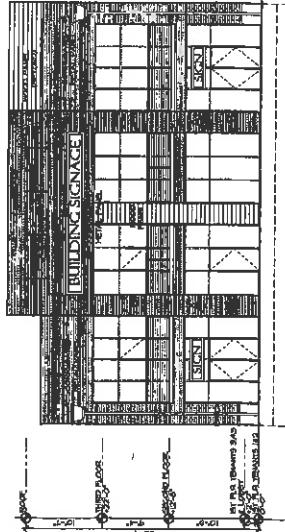
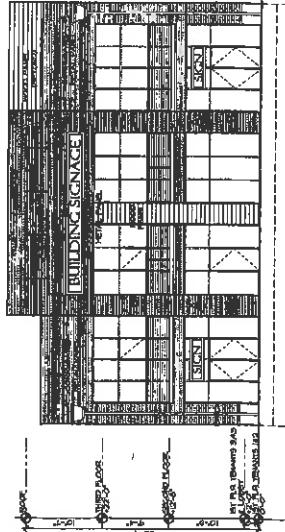
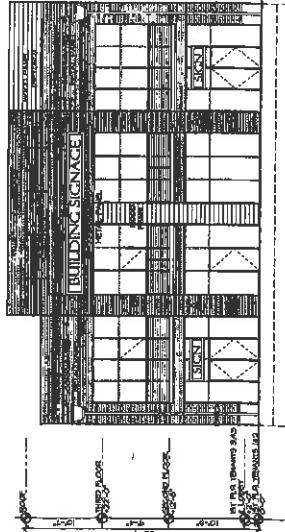
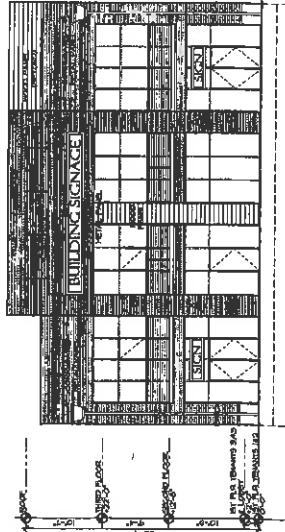
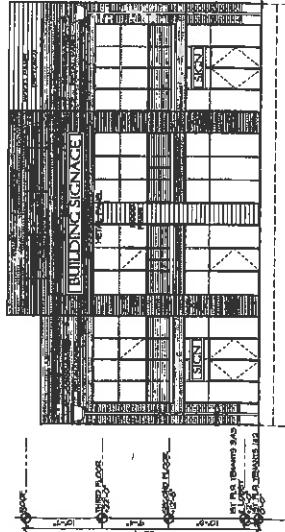
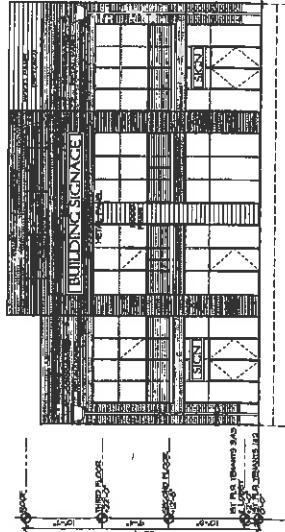
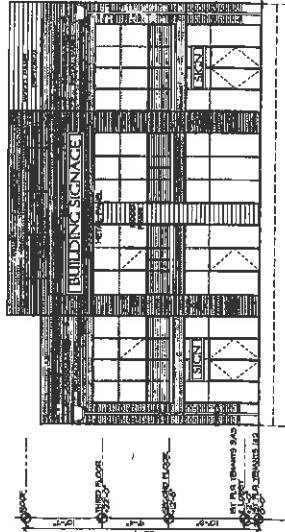
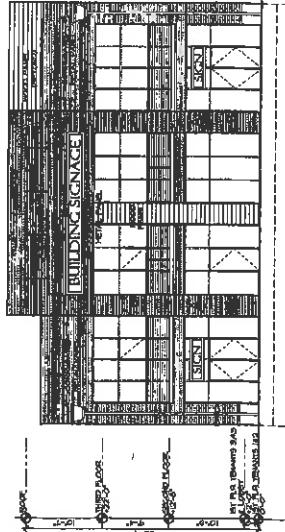
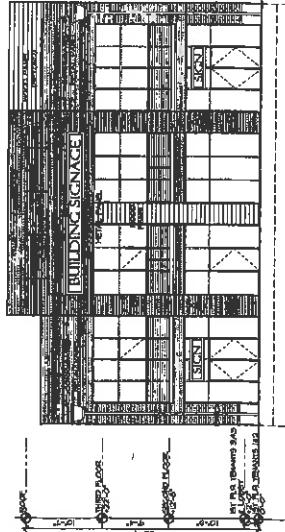
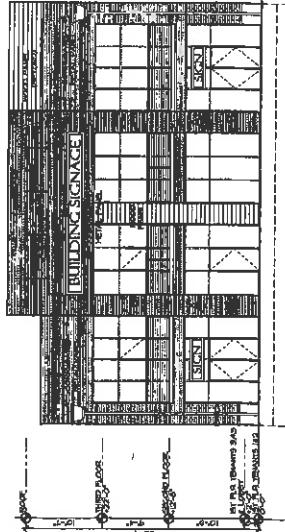
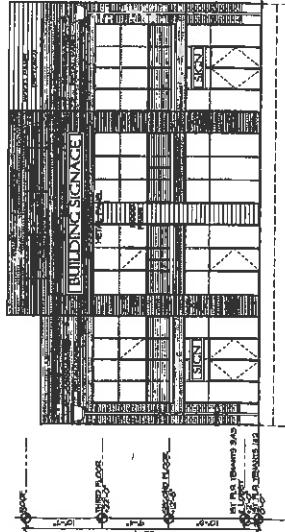
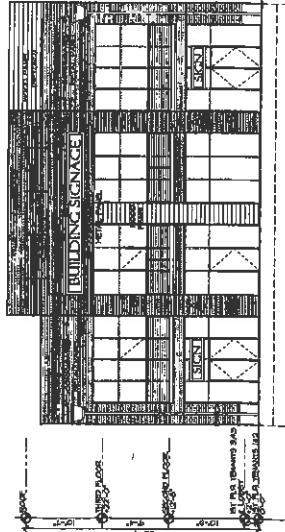
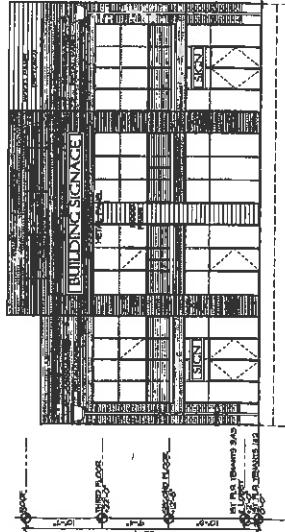
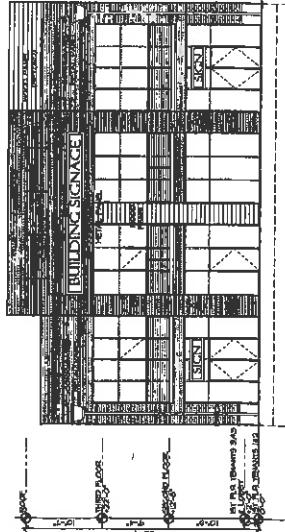
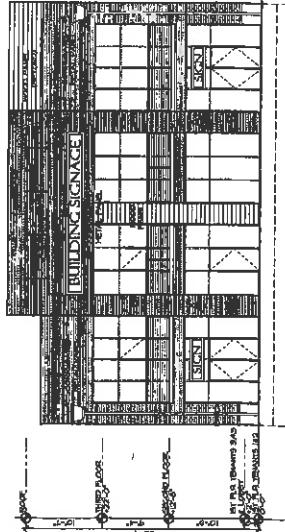
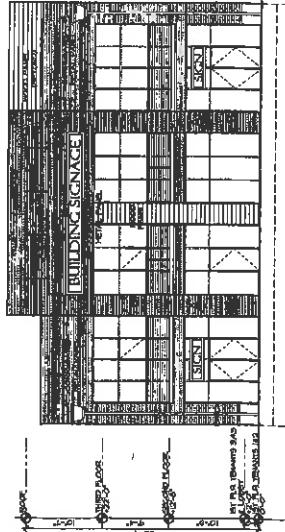
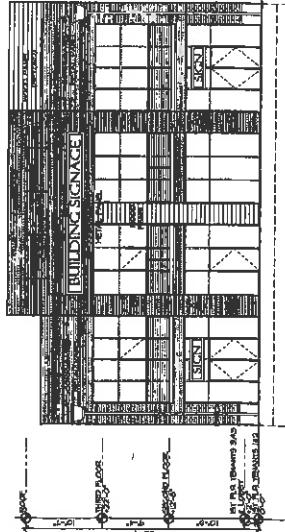
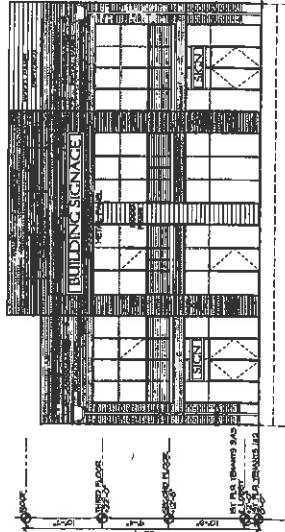
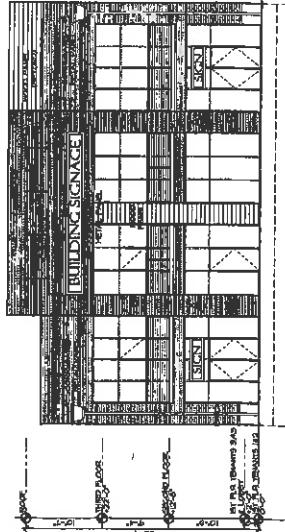
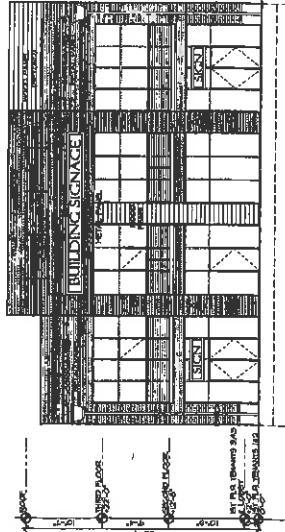
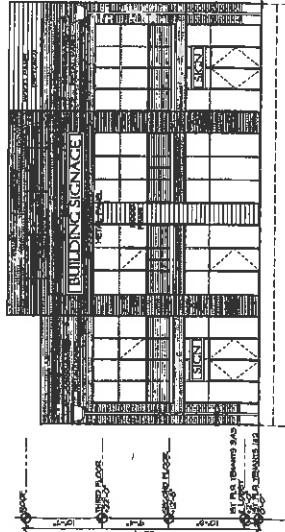
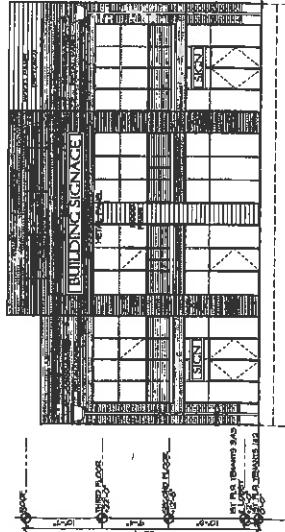
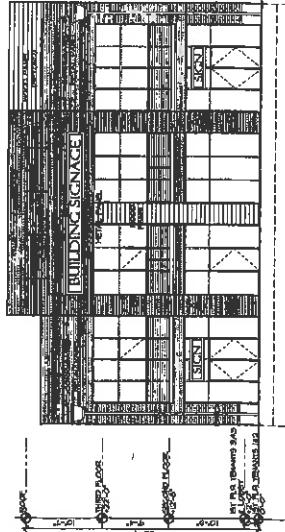
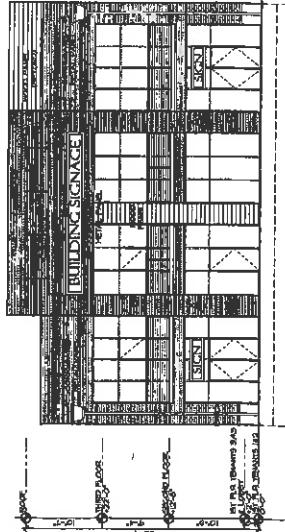
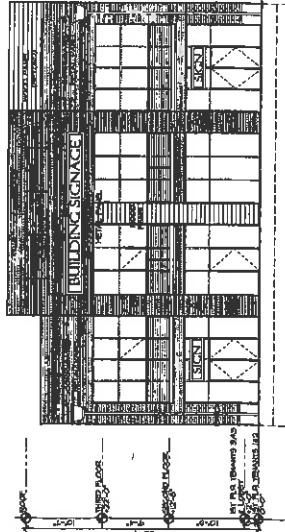
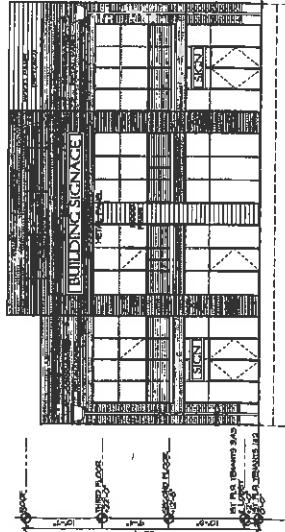
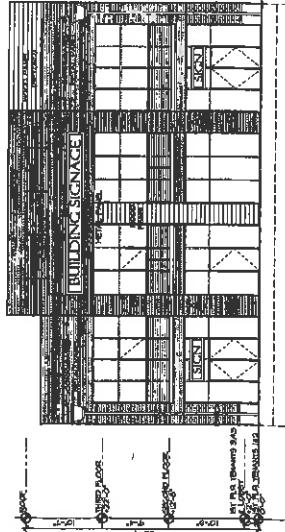
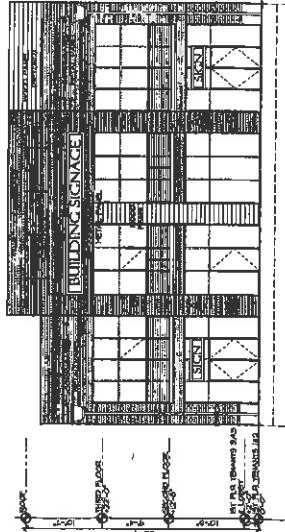
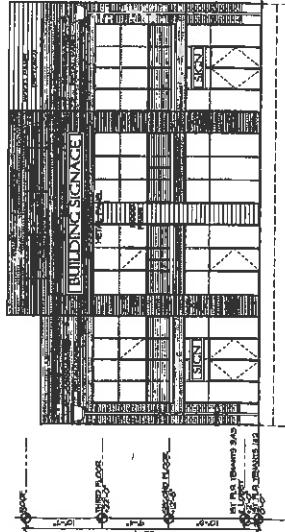
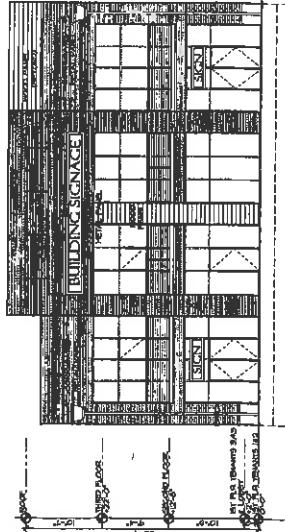
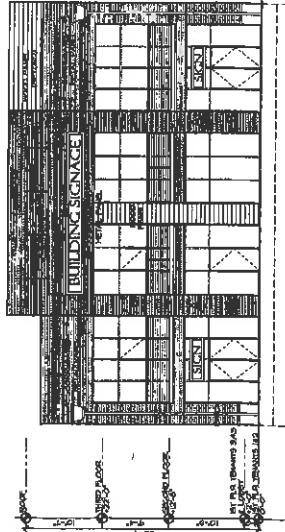
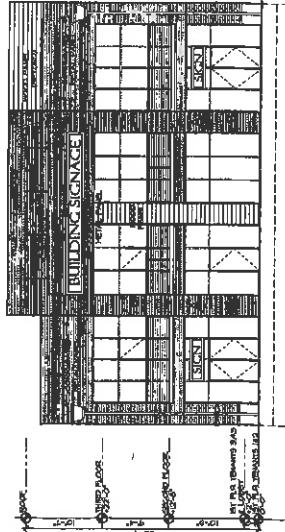
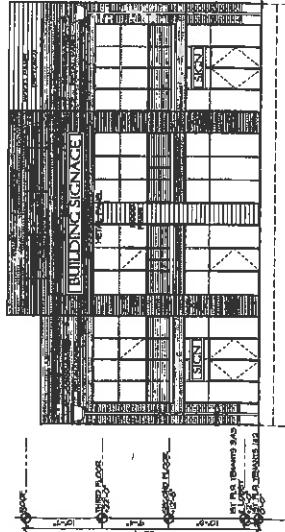
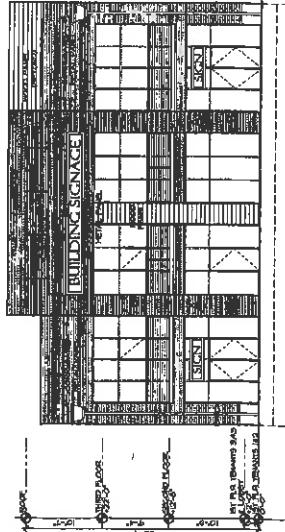
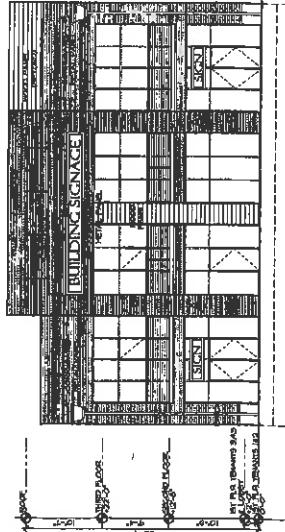
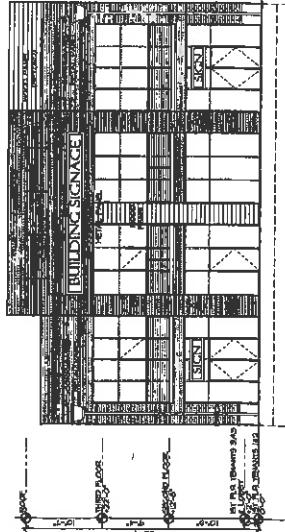
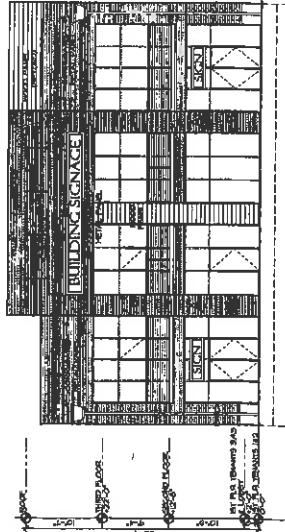
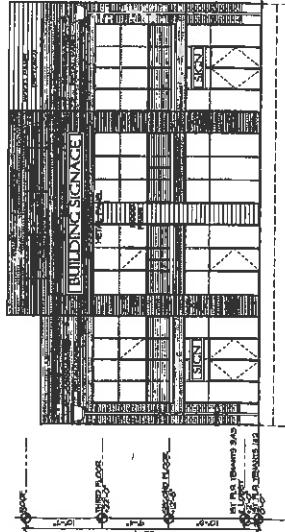
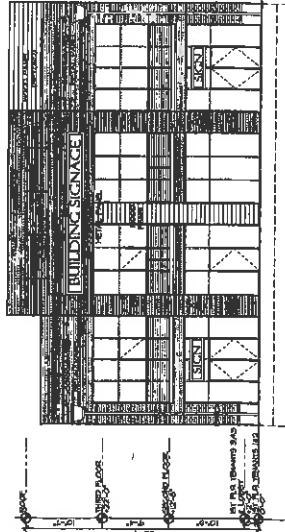
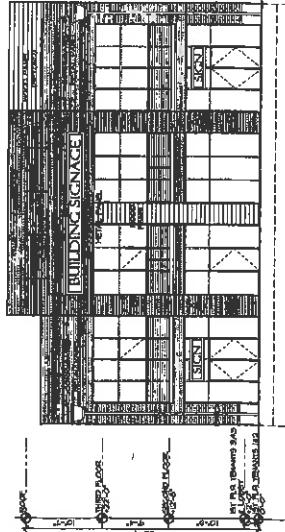
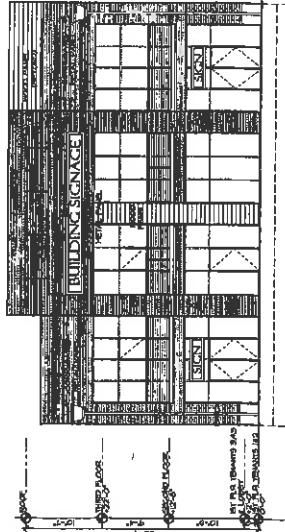
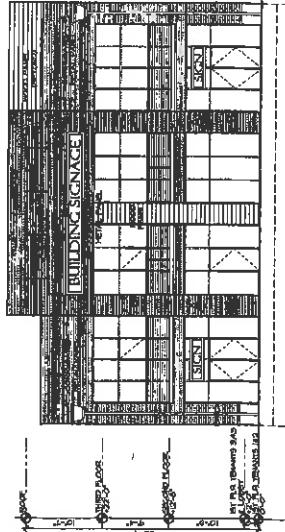
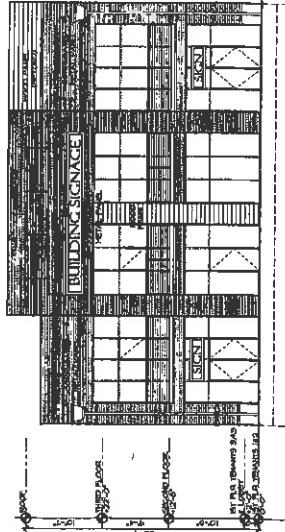
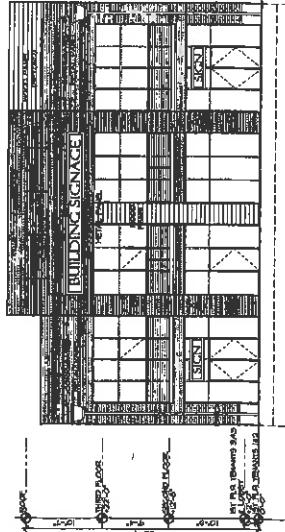
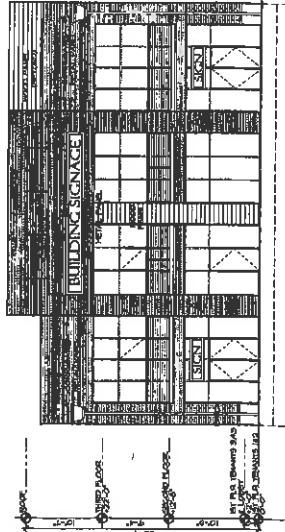
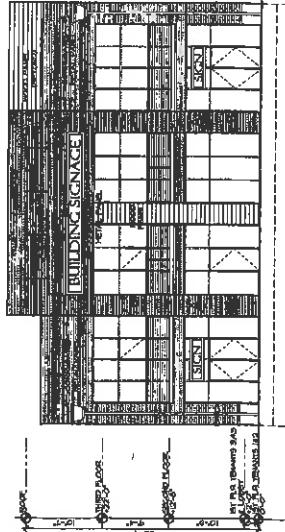
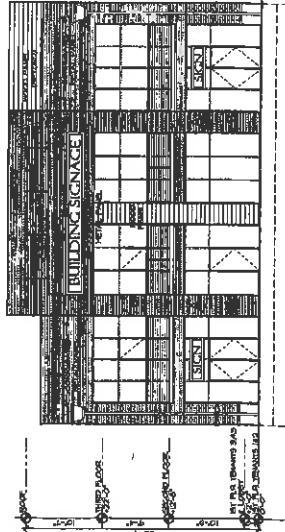
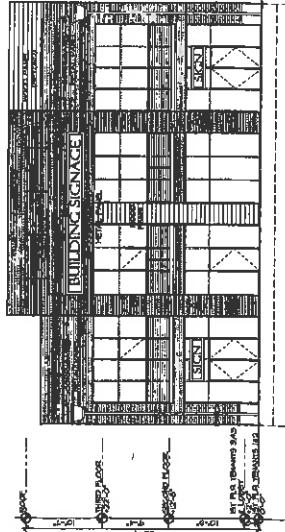
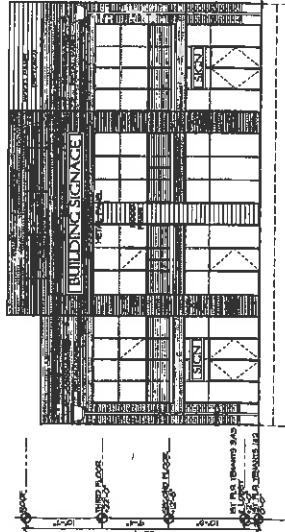
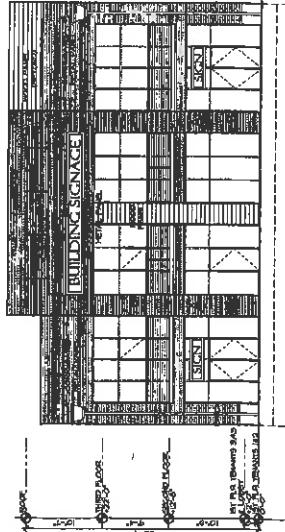
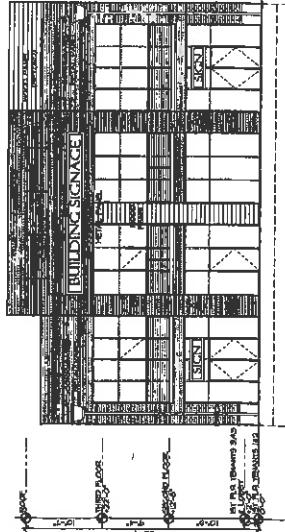
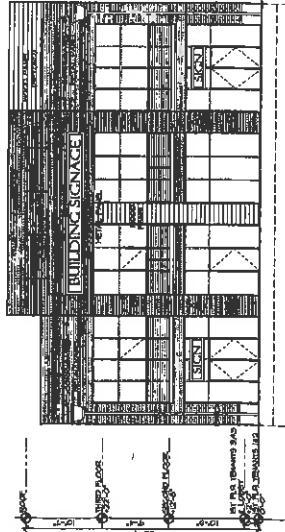
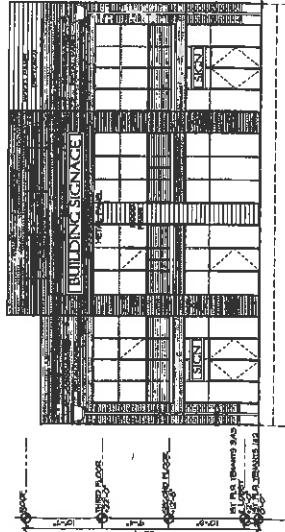
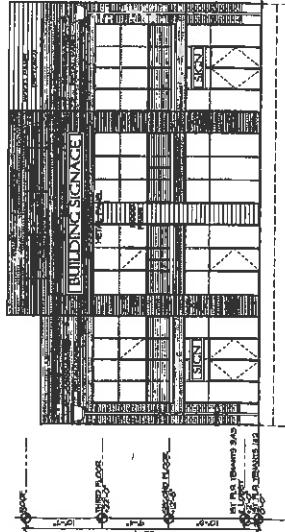
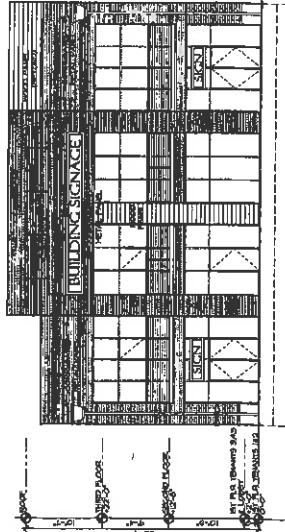
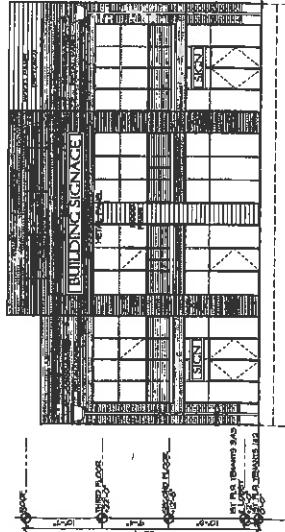
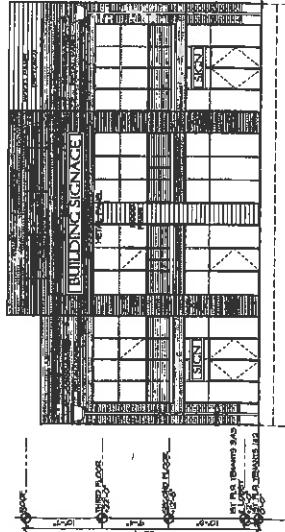
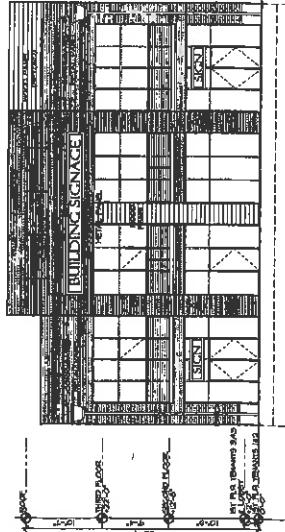
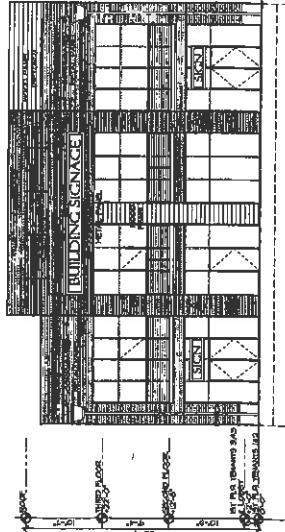
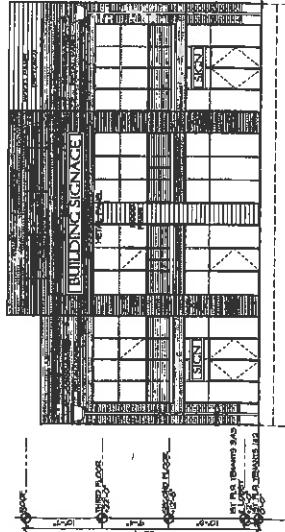
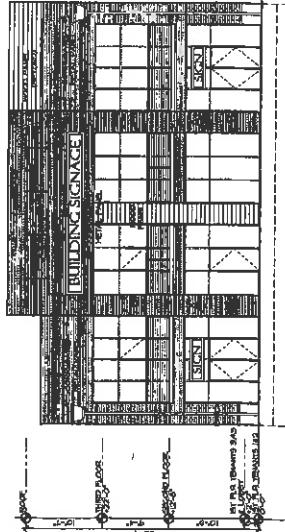
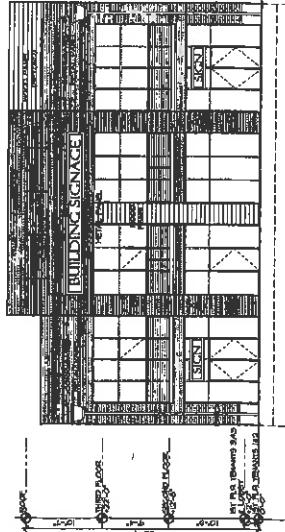
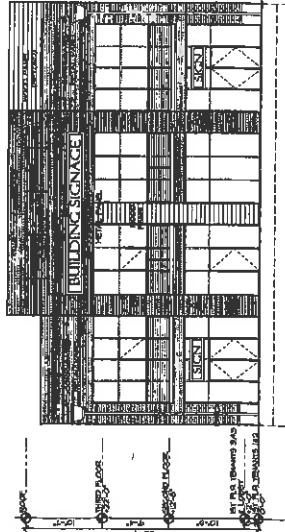
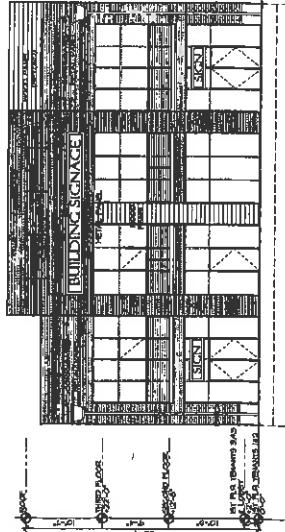
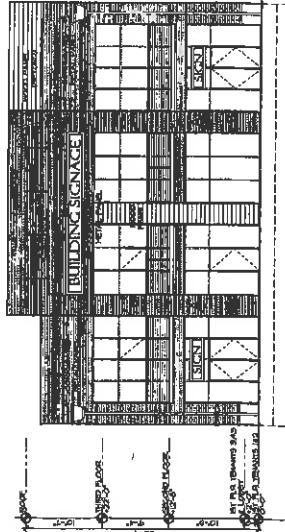
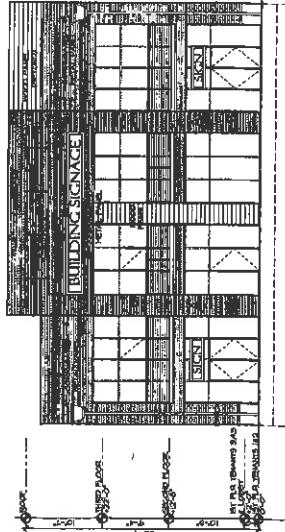
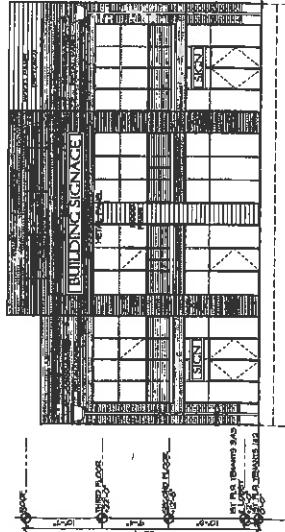
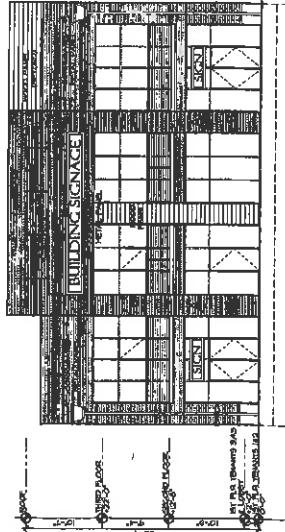
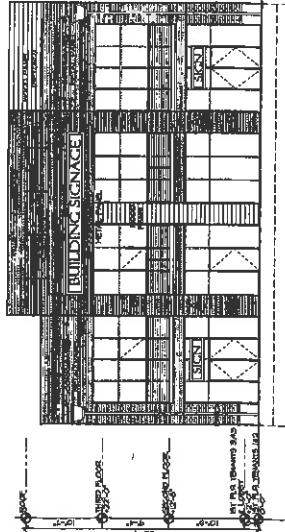
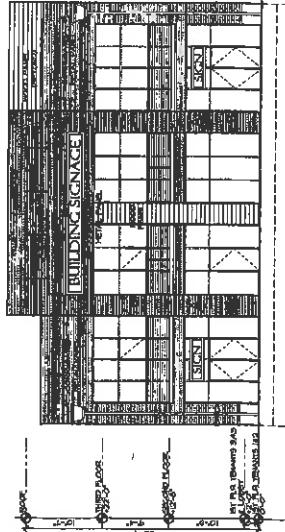
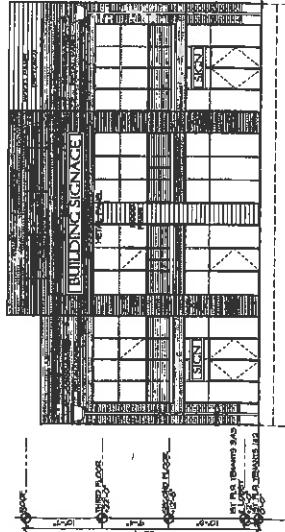
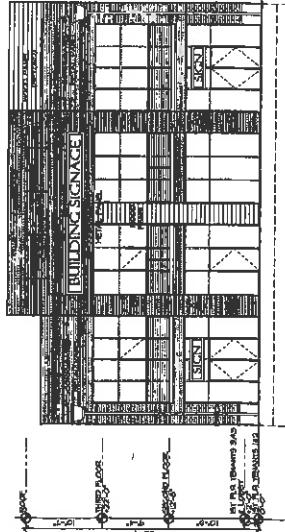
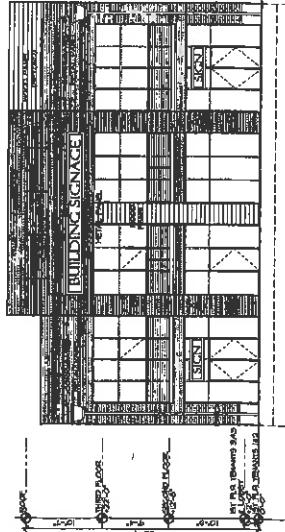
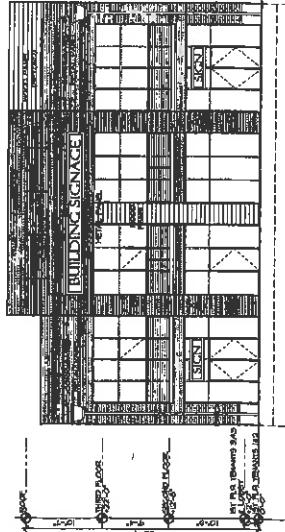
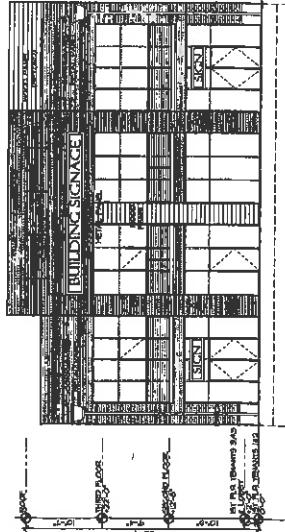
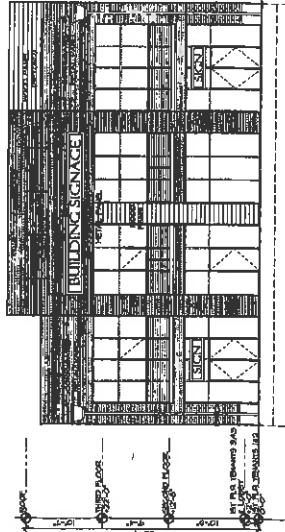
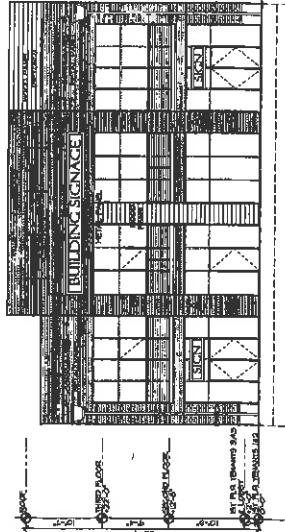
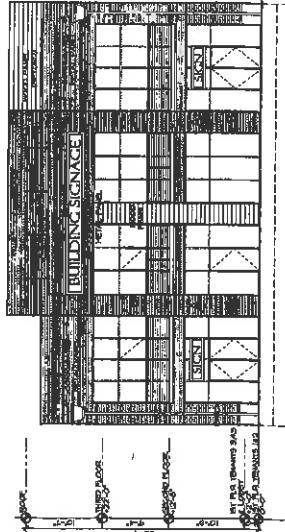
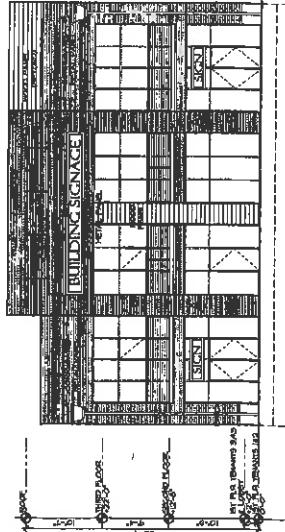
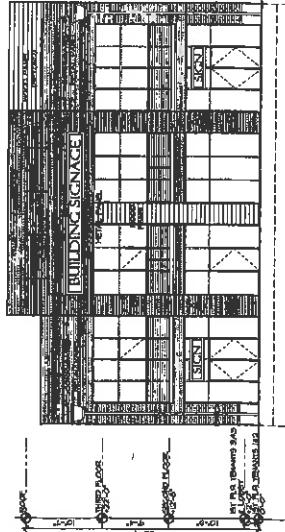
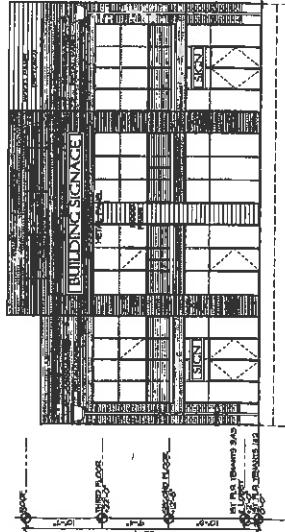
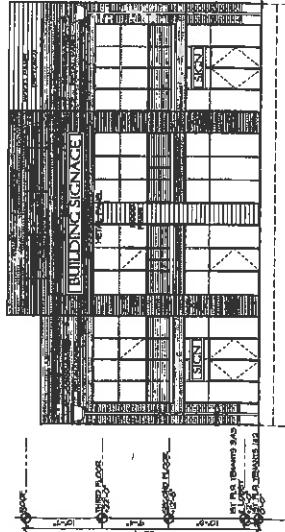
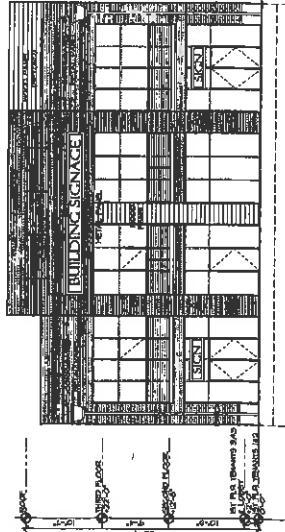
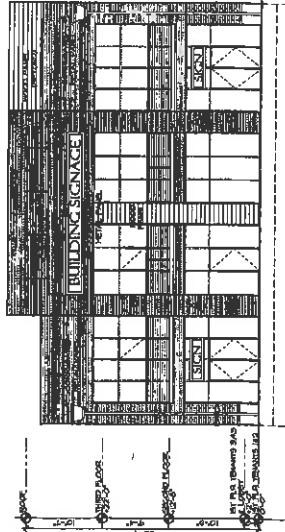
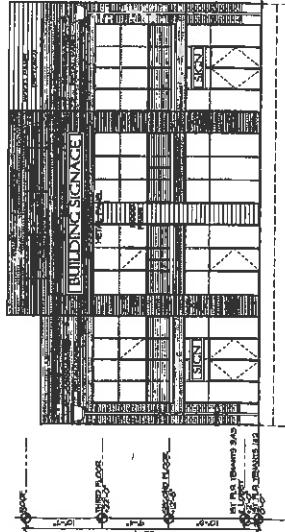
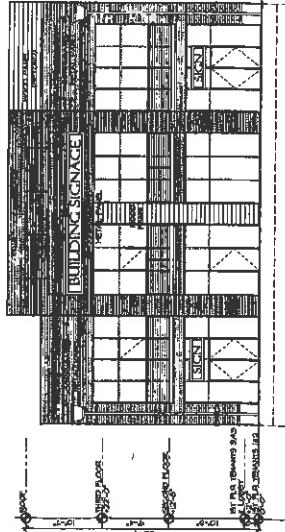
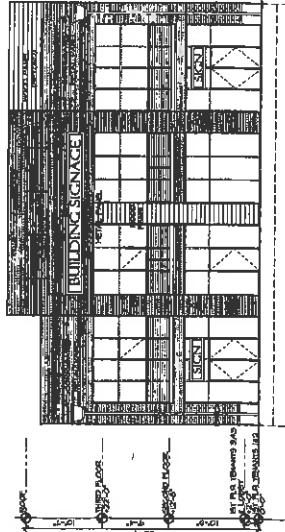
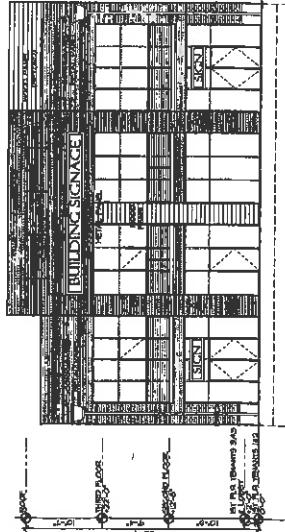
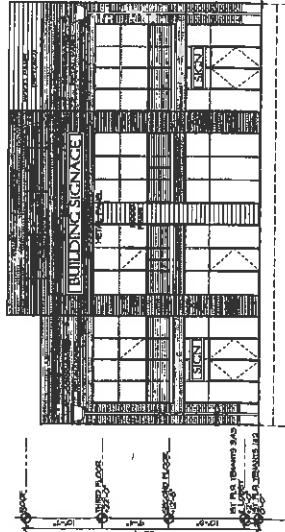
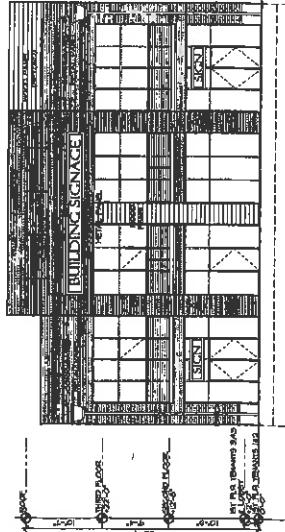
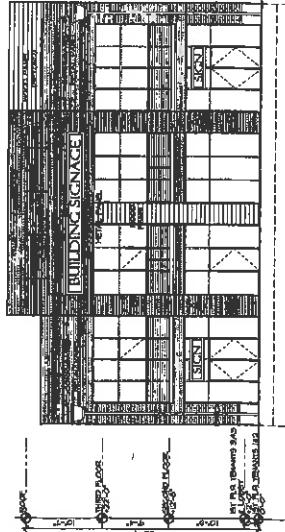
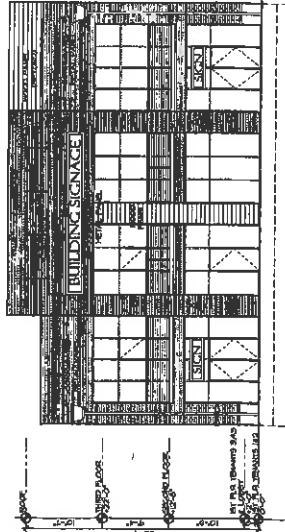
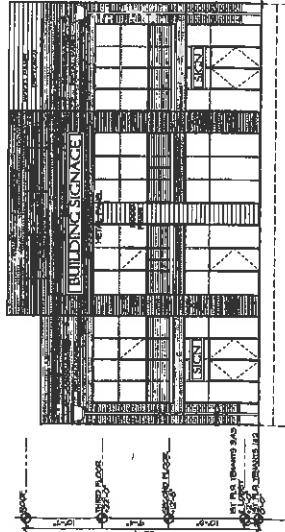
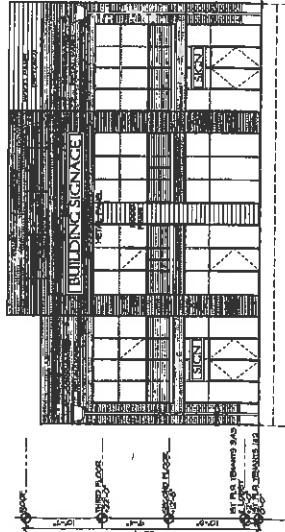
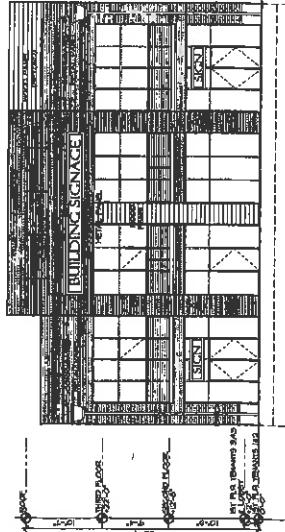
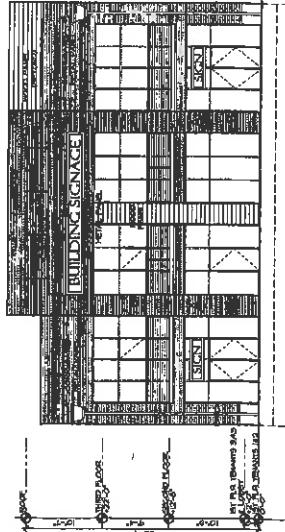
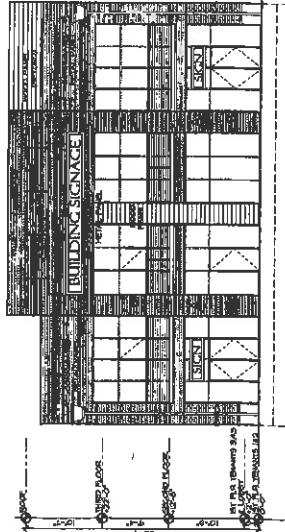
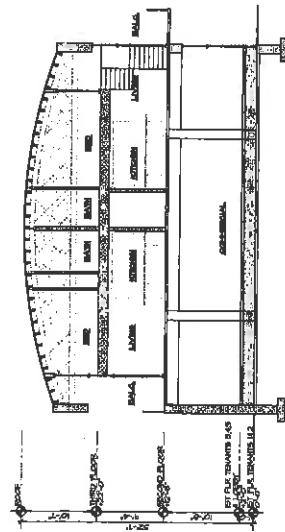
2 | PROPOSED NORTH ELEV.

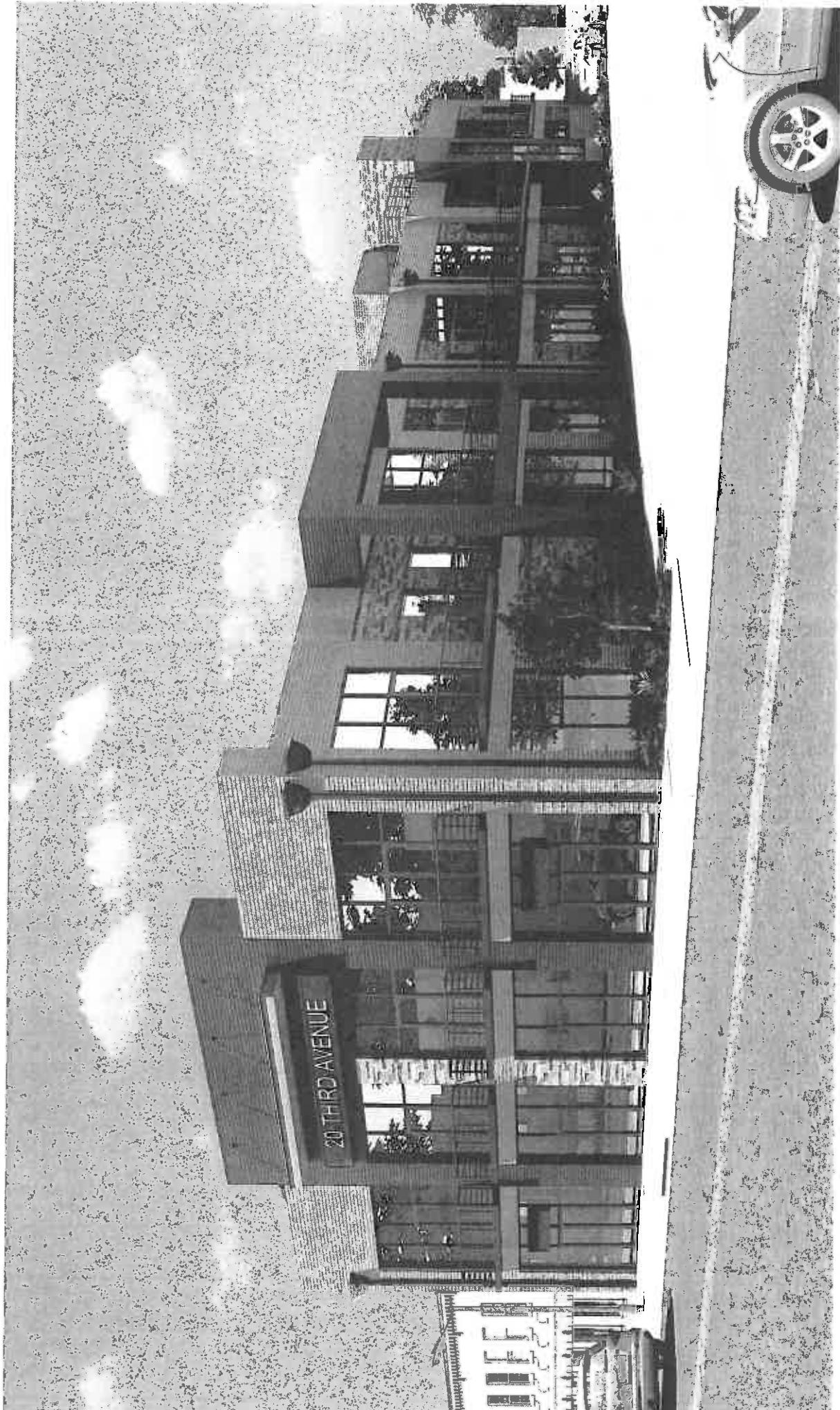
1/8" = 1'-0"



1 | PROPO. SECTION

1/8" = 1'-0"





Metal Panel

Atlas Opaline 4" Panel
Color: Classic Bronze

Metal Panel

Atlas Opaline 4" Panel
Color: Rocky Grey

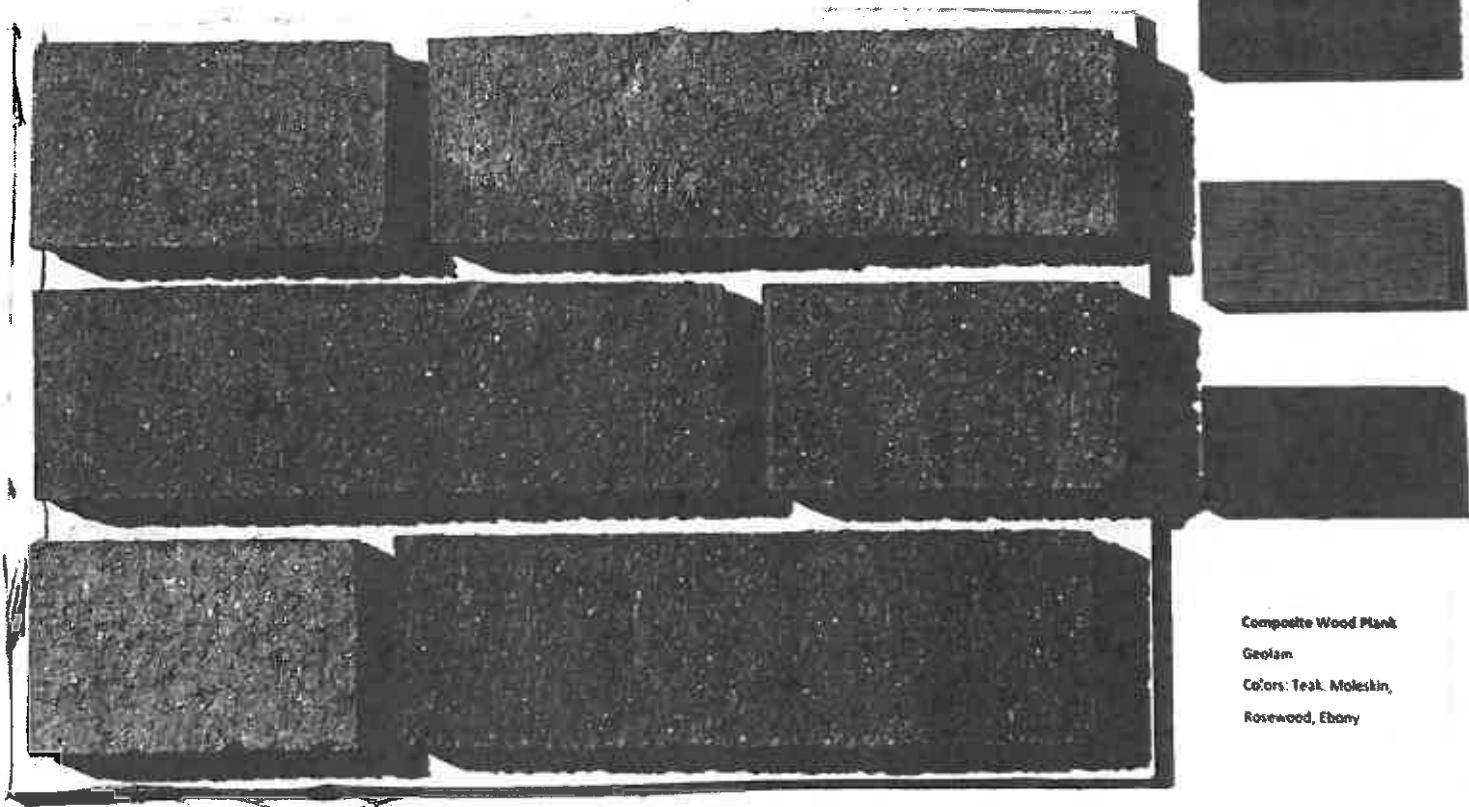
Window and Door Mullions

Andersen 100 Series
Color: Dark Bronze



Brick

Hanson Real Brick
Color: Clinton



Composite Wood Plank

Geolam
Colors: Teak, Moleskin,
Rosewood, Ebony

 **MONTEFORTE**
ARCHITECTURAL STUDIO

S I C A
Block 276
Lots 7, 9, 13 & 14
20 Third Avenue
Long Branch
New Jersey

R# 269-17

RESOLUTION AUTHORIZING CHANGE ORDER #2 TO CONTRACT FOR DALE STREET DRAINAGE IMPROVEMENTS

WHEREAS, City Council approved a contract to **NEW PRINCE CONSTRUCTION INC.** for Dale Street Drainage Improvements, for an amount not to exceed \$ 460,250.00; and

WHEREAS, during preliminary work by **NEW PRINCE CONSTRUCTION INC.**, it become apparent that the sanitary sewer lateral along Dale Street, needed to be adjusted from contract quantities to as built quantities; and

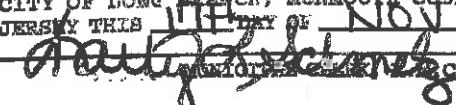
WHEREAS, the Engineer Leon S. Avakian and Director of Public Works, contacted **NEW PRINCE CONSTRUCTION INC.** the Contractor, and secured a proposal for the necessary sanitary sewer lateral issue work and recommends that it is in the City's best interest to issue a change order for said work; and

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 contract in the Capital Budget, Improvements Appropriation # C-04-121-605 in the amount of **\$19,298.05**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby approves Change Order #2 to the contract with **NEW PRINCE CONSTRUCTION INC.** in the amount of **\$19,298.05**, amending the total contract amount to a sum not to exceed **\$ 479,548.05**.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said change order.

OFFERED: Billings
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, EDWARD L. SCHILLER, MINISTER CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY AND DECLARATORY
TO BE A TRUE, COMPLETE AND CORRECT COPY OF THE
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-16-17
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 11th DAY OF NOV 2017


**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:

IMPROVEMENTS TO DALE STREET DRAINAGE CHANGE ORDER # 2

Said contract being made as follows:

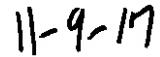
NEW PRINCE CONCRETE CONSTRUCTION \$19,298.05

Said funds being available in the form of:

#C-04-121-605, \$19,298.05



Michael Martin, Chief Financial Officer



Date

CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.2

Project: DALE STREET DRAINAGE IMPROVEMENTS

Project No: LB15-06

Owner: City of Long Branch

Date: 10/24/2017

Contractor: New Prince Concrete Construction Company, Inc.
215 Eileen Terrace
Hackensack, NJ 07601

Original Contract Amount:	\$416,810.00
Previously Adjusted Contract Amount :	\$460,250.00
Amount of this Supplemental Agreement: ...	\$19,298.05
Total Adjusted Contract Amount to Date:	\$479,548.05

You are requested to comply with the following changes from the contract plans and specification:

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
4	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	52.55	T	\$110.00	\$0.00	\$5,780.50
6	15 INCH RCP, CLASS V	30	LF	\$100.00	\$0.00	\$3,000.00
7	36 INCH RCP, CLASS V	-16	LF	\$165.00	-\$2,640.00	\$0.00
8	42 INCH RCP, CLASS IV	-32	LF	\$155.00	-\$4,960.00	\$0.00
14	CONCRETE SIDEWALK	-49	SY	\$85.00	-\$4,165.00	\$0.00
15	CONCRETE CURB	23	LS	\$30.00	\$0.00	\$690.00
SA2-1	Plant Evergreen Trees	1	LS	\$5,000.00	\$0.00	\$5,000.00
SA2-2	Reconstruct manholes	1	LS	\$4,000.00	\$0.00	\$4,000.00
SA2-3	Supply and install locking MH frame & cover	1	LS	\$1,636.27	\$0.00	\$1,636.27
SA2-4	Install storm drain inlet and 12" PVC pipe	1	LS	\$10,018.18	\$0.00	\$10,018.18
SA2-5	Repair pipe and manhole	1	LS	\$7,938.10	\$0.00	\$7,938.10
A-1	JET VAC CLEANING AND VIDEO INSPECTION	-1	DAYS	\$7,000.00	-\$7,000.00	\$0.00
Total Decrease per this Agreement					-\$18,765.00	
Total Increase per this Agreement						\$38,063.05
Net Change in Contract Price due to this agreement						\$19,298.05

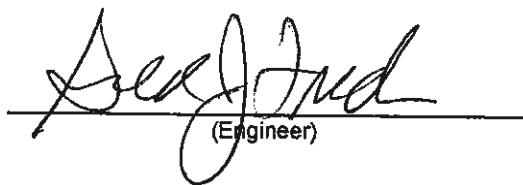
The sum of \$19,298.05 is hereby added to the Total Contract Price and the total

Adjusted contract Price to date is hereby equal to

\$479,548.05

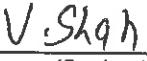
Reason for Change: Change Contract quantities to Asbuilt Quantities and additional work at Cities request

Recommended by:


(Engineer)

Date: 10/3/17

Accepted by:


(Contractor)

Date: _____

Approved by:

(City)

Date: _____

R# 270-17

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A LEASE BETWEEN THE CITY OF LONG BRANCH AND THE LONG BRANCH HOUSING AUTHORITY

WHEREAS, the Long Branch Housing Authority own Bucky James Center located at 231 Wilbur Ray Avenue Long Branch; and

WHEREAS, the Office of Recreation and Human Services of the City of Long Branch has a need to occupy Suite 1198 at the Bucky James Center; and

WHEREAS, the Long Branch Housing Authority is agreeable to leasing for 1 year Suite 1198 at 231 Wilbur Ray Avenue the City of Long Branch for use by the Office of Recreation and Human Services and pursuant to the lease agreement annexed hereto and made part hereof; and

WHEREAS, the monthly rent will be \$1,000.00 payable on the first day of each month with the first payment due December 1st, 2017 for a total amount of \$12,000.00 per year ending November 30, 2018; and

WHEREAS, said lease agreement is in the best interests of the citizens of 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 form annexed hereto, that funds for said contract are available in, Appropriation Line Item #7-01-081-398, in the amount of \$12,000.00,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the agreement with the Long Branch Housing Authority for a 1 year lease of office space for the Office of Recreation and Human Services, **for an amount not to exceed \$12,000.00**

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contract, and publish according to law.

OFFERED: Bullings

SECOND: Bastelli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KAREN L. BASTELLI, DIRECTOR OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY AND CERTIFY
TO BE A TRUE, CORRECT AND CURRENT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 11-16-17
IN WITNESS WHEREOF, I HAVE AFFIXED TO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 17th DAY OF NOV 2017
Adrienne Jackson

**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:

**AGREEMENT TO LEASE OFFICE SPACE FROM THE LONG BRANCH
HOUSING AUTHORITY FOR RECREATION**

Said contract being made as follows:

LONG BRANCH HOUSING AUTHORITY \$12,000.00

Said funds being available in the form of:

#7-01-081-398, \$12,000.00



Michael Martin, Chief Financial Officer

11-9-17

Date

Lease Agreement

Business and Commercial

This Lease Agreement is made on
BETWEEN Long Branch Housing Authority

whose address is 2 Hope Lane, Long Branch, NJ 07740

referred to as the "Landlord,"
AND City of Long Branch

whose address is 344 Broadway, Long Branch, NJ

referred to as the "Tenant."

1. Premises. The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: Office Suite (1198 SF) of Adam "Bucky" James Community Center, 231 Wilbur Ray Avenue, Long Branch, NJ (the "Premises.")

2. Term. This Lease is for a term of one (1) year commencing on December 1, 2017, and ending on November 30, 2018.

3. Use. The Premises are to be used and occupied only and for no other purpose than office / recreational. The Tenant will not, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. Rent. The Tenant agrees to pay \$12,000.00 as rent, to be paid as follows: \$1,000.00 per month, due on the 1st day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of \$75.00 as additional rent for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of \$25.00 as additional rent for any dishonored check.

5. Repairs and Care. The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all repairs, including painting, decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

6. Alterations and Improvements. No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

7. Signs. The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

8. Utilities. The Tenant will pay when due all rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges will be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand therefor, whichever occurs sooner.

9. Compliance with Laws etc. The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all governmental or public authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

10. Assignment. The Tenant will not, without the written consent of the Landlord, assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof. In connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out-of-pocket expenses, up to a maximum of \$ 250.00 per assignment or sublease, in connection with each such assignment or sublease. Any assignment or subletting will be on such terms and conditions as the Landlord may require as a condition of the Landlord's consent. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (b) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%) or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.

11. Liability Insurance. The Tenant, at Tenant's own cost and expense, will obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons, for limits of not less than \$ 1,000,000.00 for property damage, \$ 2,000,000.00 for injuries to one person and \$ 1,000,000.00 for injuries to more than one person, in any one accident or occurrence. The insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant enters in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant will deliver a renewal or replacement policy with proof of the payment of the premium therefor.

12. Indemnification. The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 12) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant.

13. Mortgage Priority. This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

14. Condemnation; Eminent Domain. If any portion of the Premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

15. Fire and Other Casualty. If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements, or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenable, then the rent will cease until such time as the Premises are made tenable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

16. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

17. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as of the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

18. Inspection and Repair. The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

19. Right to Exhibit. The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the Premises, and Tenant agrees that on and after 60 next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives will have the right to place notices on the front of the Premises or any part thereof, offering the Premises for rent or for sale; and the Tenant will permit the same to remain thereon without hindrance or molestation. The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to prospective mortgagees of the Premises or the land and improvements of which the Premises are a part.

20. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

21. Events of Default; Remedies Upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within 20 days thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within 30 days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within 30 days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

22. Termination on Default. If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

23. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

24. Non-Waiver by Landlord. The various rights, remedies, options and elections of the Landlord under this Lease are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

25. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

26. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

27. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

28. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

29. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.) In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, the Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, the Landlord shall provide the Tenant with a written copy of the most recent test results.

30. Flood Hazard Area. The Tenant acknowledges that the Property is is not located within a flood hazard area.

31. Entire Contract. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.

32. Tax Increase. If in any calendar year during the term and of any renewal or extension of the term hereof, the annual municipal taxes assessed against the land and improvements leased hereunder or of which the Premises are a part, are greater than the municipal taxes assessed against such lands and improvements for the calendar year N/A, which is hereby designated as the base year, then, in addition to the rent fixed in this Lease, the Tenant will pay a sum equal to N/A of the amount by which such tax exceeds the annual tax for the base year, inclusive of any increase during any such calendar year. Such sum will be considered as additional rent and will be paid in as many equal installments as there are months remaining in the calendar year in which such taxes exceed the taxes for the base year, on the first day of each month in advance, during the remaining months of that year. If the term hereof commences after the first day of January or terminates prior to the last day of December in any year, then such additional rent resulting from a tax increase will be proportionately adjusted for the fraction of the calendar year involved.

33. Liens. If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

34. Waiver of Subrogation Rights. The Tenant waives all rights of recovery against the Landlord or the Landlord's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant will obtain from the Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

35. Security. The Tenant has deposited with the Landlord the sum of \$ 0.00 (the "Security Deposit") as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Such Security Deposit will be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such Security Deposit, to make good any default by the Tenant, and the Tenant will, on demand, promptly restore the Security Deposit to its original amount. The Landlord will assign or transfer the Security Deposit, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to the Premises, and the assignee will become liable for the repayment thereof as provided in this Lease, and the assignor will be released by the Tenant from all liability to return such Security Deposit. This provision will be applicable to every change in title and does not permit the Landlord to retain the Security Deposit after termination of the Landlord's ownership. The Tenant will not mortgage, encumber or assign the Security Deposit without the written consent of the Landlord.

36. Estoppel Certificates. The Tenant will at any time and from time to time upon not less than 20 days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

37. Conformation with Laws and Regulations. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

38. Number and Gender. In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

Witnessed or Attested by:

(Seal)

Long Branch Housing Authority, *Landlord*

(Seal)

, *Landlord*

(Seal)

City of Long Branch, *Tenant*

(Seal)

, *Tenant*

LONG BRANCH HOUSING AUTHORITY (LANDLORD)
CITY OF LONG BRANCH (TENANT)
LEASE ADDENDUM

The within document shall serve as an Addendum to the above-referenced Lease, dated _____, 2017. To the extent any inconsistencies exist between the terms of the Agreement and the terms of the within Addendum, the terms of the within Addendum shall govern.

1. Hold Harmless

The Tenant shall release, defend, indemnify, and hold the Long Branch Housing Authority ("LBHA") (and its agents, representatives, and employees) harmless from and against any and all liability/losses/damages/injuries/suits the LBHA (and its agents, representatives, and employees) may suffer as a result of the Tenant's actions/inactions associated with the within Agreement.

2. Insurance

The Tenant represents that it has appropriate insurance in the amounts referenced/specified in the accompanying commercial lease. Additionally, the Tenant shall obtain a Certificate of Insurance which specifically names the LBHA (and its agents, representatives, and employees) as an additional insureds. (Proof of same shall be submitted to the Long Branch Housing Authority Executive Director and Attorney prior to the occupancy.)

3. Miscellaneous

Upon written request, and subject to availability/reasonableness, the Tenant is permitted to use other available office space within the Adam "Bucky" James Complex, provided each use will not interfere with LBHA operations or any other commitments of the LBHA.

4. Utilities

Unless otherwise indicated, the Tenant shall be responsible for all utilities utilized at/on the demised premises.

5. Maintenance

The LBHA (or any agent thereof) is not obligated to perform or pay for janitorial/cleaning services for the demised premises.

6. Termination

Notwithstanding anything contained in the Lease to the contrary, either party may terminate the within Lease, with or without cause, upon ninety (90) days notice.

7. Compliance with Regulations

The Tenant shall comply with all Prevailing Rules and Regulations of the United States of America (Department of Housing and Urban Development), the State of New Jersey (Department of Community Affairs), County of Monmouth, and the City of Long Branch.

8. Breach

In the event of a breach, either party may pursue any remedies available at law or in equity.

9. Realtors/Brokers

The parties represent that neither has utilized the services of a Realtor/Broker in connection with the within Lease arrangement and thus, there shall be no real estate commission due and owing. Moreover, the parties agree to indemnify and hold each other harmless for any misrepresentations in the said regard.

10. Potential Lease Extension

Provided Tenant has not been in default under the terms of the within Lease arrangement, the parties acknowledge that at the option of the parties, the within Lease arrangement may be extended for a one-year period, upon terms and conditions which are mutually acceptable to both parties.

11. Disclosure

The Landlord discloses that it operates/manages/administers the Adam "Bucky" James Community Center, pursuant to an arrangement with the City of Long Branch.

12. No Build-Out Obligations

The Tenant hereby acknowledges that it has inspected the demised premises and accepts the same in its "as is" condition. Moreover, the Tenant represents that the subject unit is fit for Tenant's intended purposes. The Tenant furthermore acknowledges that the Landlord is not required to effectuate any type of build-out or other improvements at the subject unit.

13. Superseding Documentation

The parties acknowledge that the within Lease and Lease Addendum supersede any prior/written Lease Agreements between the parties with respect to the subject unit.

ATTEST: LONG BRANCH HOUSING AUTHORITY

By: _____ Date
Tyrone Garrett, Executive Director

ATTEST: CITY OF LONG BRANCH

By: _____ Date
Adam Schneider, Mayor

R# 271-17

RESOLUTION AUTHORIZING CHANGE ORDER #1 TO CONTRACT FOR IMPROVEMENTS TO BRANCHPORT AVENUE

WHEREAS, City Council approved a contract to **Fiore Paving Co., Inc.** for Improvement to Branchport Avenue for an amount **not to exceed \$205,142.97**; and

WHEREAS, during closing work by **Fiore Paving Co., Inc.**, it become apparent that the contract needed to be adjusted from contract quantities to as built quantities; and

WHEREAS, the Engineer Leon S. Avakian and Director of Public Works, contacted **Fiore Paving Co., Inc.** the Contractor, and secured a proposal for the necessary work and recommends that it is in the City's best interest to issue a change order for said work; 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 contract in the Capital Budget, Improvements Appropriation # C-04-123-606 in the amount of **\$12,251.65** and Appropriation # G-17-027-401 in the amount of **\$26,623.03** for a grand total of **\$38,874.68**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby approves Change Order #1 to the contract with **Fiore Paving Co., Inc.** in the amount of **\$38,874.68**, amending the total contract amount to a sum **not to exceed \$244,017.65**.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said change order.

OFFERED: Billings
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SOLER, 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 11-16-17
IN WITNESS WHEREOF, I HAVE HEREBY PLACED MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 17th DAY OF NOV 2017


**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:

CHANGEORDER #1 IMPROVEMENTS TO BRANCHPORT AVENUE

Said contract being made as follows:

FOIRE PAVING COMPANY \$38,874.68

Said funds being available in the form of:

**APPRO. # G-17-027-401, \$26,623.03 #C-04-123-606 \$12,251.65
GRAND TOTAL \$38,874.68**

Michael Martin

11-9-17

Michael Martin, Chief Financial Officer

Date

CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.1

Project: IMPROVEMENTS TO BRANCHPORT AVENUE

Project No: LB15-08

Owner: City of Long Branch
Date: 11/2/2017

Contractor: Fiore Paving
4 Fiore Court
Oceanport NJ 07757

Original Contract Amount:	\$205,142.97
Previously Adjusted Contract Amount :	\$205,142.97
Amendment of this Supplemental Agreement: ...	\$38,874.68
Total Adjusted Contract Amount to Date:	\$244,017.65

You are requested to comply with the following changes from the contract plans and specification:

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
8 FUEL PRICEADJUSTMENT	-0.89037 LS	3500		\$3,116.29	\$0.00	
9 ASPHALT PRICE ADJUSTMENT	-0.95409 LS	3500		\$3,339.32	\$0.00	
10 PAVEMENT MILLING, 3" OR LESS	1150 SY	2.6		\$0.00	\$2,990.00	
11 HOT MIX ASPHALT 9.5M64 SURFACE COURSE	91.34 T	80		\$0.00	\$7,307.20	
12 HOT MIX ASPHALT 9.5M64 LEVELING COURSE	-125 T	70		-\$8,750.00	\$0.00	
13 TACK COAT	-60 GAL	0.01		-\$0.60	\$0.00	
14 PRIME COAT	-1800 GAL	0.01		-\$18.00	\$0.00	
15 BICYCLE SAFE GRATE	-1 EA	400		-\$400.00	\$0.00	
17 CURB PIECE, TYPE "N" ECO	-1 EA	400		-\$400.00	\$0.00	
18 6 x 8 x 18" CONCRETE VERTICAL CURB	134 LF	27.3		\$0.00	\$3,658.20	
19 CONCRETE DRIVEWAY REINFORCED, 6" THICK	33.28 SY	65		\$0.00	\$2,163.20	
20 CONCRETE SIDEWALK 4" THICK	193.42 SY	60		\$0.00	\$11,805.20	
21 DETECTABLE WARNING SYSTEM	0 SY	231		\$0.00	\$0.00	
22 TRAFFIC STRPES, LONG LIFE EPOXY RESINS 4" THICK	-313 LF	0.5		-\$156.50	\$0.00	
23 TRAFFIC STRPES, THERMOPLASTIC, 6" THICK	31 LF	1		\$0.00	\$31.00	
24 TRAFFIC STRPES, THERMOPLASTIC, 12" THICK	323 LF	2.05		\$0.00	\$682.15	
25 TRAFFIC MARKINGS, THERMOPLASTIC STOP BAR	-90 SF	2.05		-\$184.50	\$0.00	
26 TRAFFIC MARKINGS, THERMOPLASTIC (RAILROAD CROSSING)	-196 SF	6.56		-\$1,285.76	\$0.00	
SA1-1 Replace stairs/steps	1 LS	1500		\$0.00	\$1,500.00	
SA1-2 Install cleanout Boxes	3 ea	150		\$0.00	\$450.00	
SA1-3 Install manhole riser	1 ea	500		\$0.00	\$500.00	
SA1-4 HMA Driveway	78.82 sy	35		\$0.00	\$2,758.70	
SA1-5 Construct "B" inlet	2 ea	4500		\$0.00	\$9,000.00	
SA1-6 Reconstruct inlet	1 ea	2500		\$0.00	\$2,500.00	
SA1-7 Repair inlet	2 ea	1200		\$0.00	\$2,400.00	
SA1-8 Install 12" DIP	40 lf	125		\$0.00	\$5,000.00	
SA1-9 Remove existing storm PVC pipe and install concrete	1 LS	2800		\$0.00	\$2,800.00	
SA1-10 Abandon manhole	1 LS	1200		\$0.00	\$1,200.00	
				\$0.00	\$0.00	
Total Decrease per this Agreement				-\$17,650.97		
Total Increase per this Agreement					\$56,525.65	
Net Change in Contract Price due to this agreement					\$38,874.68	

The sum of \$38,874.68 is hereby added to the Total Contract Price and the total Adjusted contract Price to date is hereby equal to \$244,017.65

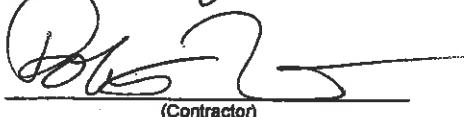
Reason for Change: Change contract quantities to asbuilt quantities and additional work at the cities request

Recommended by: /


(Engineer)

Date: 11/3/17

Accepted by:


(Contractor)

Date: 11/3/17

Approved by:

(City)

Date: _____

R# 272-17

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: Billings
SECONDED: Bastelli

AYES: 5

NAYES: 0

ABSENT: 0

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
Nov. 16, 2017.

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 16 day of Nov., 2015


Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of November 16, 2017. 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.

279 Broadway Associates	*	*	9,866.43
A & A Truck Parts Inc.		Used Driver's Side Door - Public Works	750.00
A & K Equipment Inc.		Miscellaneous Snow Plow Parts - Public Works	4,897.56
A T & T		Utilities - Phone Services - October 2017	292.66
A.C. Moore		Supplies for Halloween Party - Senior Affairs	69.19
Absolute Fire Protection Co. Inc.		Hydraulic Filters - Fire	
Alanna Lynch			63.45
Alexis Shanker			100.00
All Industrial Safety Products Inc.			100.00
American Hose & Hydraulics, Co. Inc.			493.50
Andrew Clay			140.64
Arhus, Maybruch & Goode, LLC			300.00
Atlantic Plumbing Supply Corp.			500.00
Auto Parts		Pmt. #10	1,339.60
AW Direct Inc.			
Be Our Guest Entertainment			8,912.66
Bella's Pizza			208.83
Beverly Baxter			350.00
Beyer Fleet			132.58
BHMG - Corporate Care			1,068.75
Bollinger Insurance Inc.			46,014.56
Brothers Towing & Recovery			120.00
Bullet Lock & Safe Co. Inc.			111.00
Cablevision Lightpath			105.00
Carl F. Jennings			132.00
CDWG			1,500.00
Central Poly-Bag Corp.			300.00
Christina N. Lipski			1,508.31
Circle Chevrolet			5,120.00
City of Long Branch Clearing Account			1,200.00
City of Long Branch Clearing Account			162.00
City of Long Branch Clearing Account			114,766.51
City of Long Branch Clearing Account			15,961.67
City of Long Branch Clearing Account			24,993.12
City of Long Branch Clearing Account			161,806.94
City of Long Branch Clearing Account			527,134.41
City of Long Branch Clearing Account			996,824.28
City of Long Branch Payroll Agency Account			1,005,444.46
City of Long Branch Payroll Agency Account			646.64
City of Long Branch Payroll Agency Account			39,332.71
City of Long Branch Payroll Agency Account			41,488.17
Employee Health Benefits - November 2017	*	*	420,119.27

*DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Clayton Block Co., Inc.
 Comcast
 Conte's Car Wash Inc.
 CWA Local 1075
 D.W. Smith Associates
 Danna Kawut
 Dave Webley
 Dearborn National Life
 DiFrancesco, Bateman, Coley
 Eatontown IV & Appliance Co.
 Edwards Tire Co., Inc
 Emergency Equipment Sales, LLC
 Enhanced Web Services
 F & S Tire Corp. Inc.
 F&C Automotive Supply
 Fine Fare
 Finer Details
 Ford Motor Credit Co.
 Freshold Dodge, Inc.
 Freshold Ford Inc.
 Gen-el Safety & Industrial Products, LLC
 General Linen & Paper Supply
 Glenco Supply Inc.
 Green & White Association - Long Branch High School
 Greenbaum, Rowe, Smith & Davis
 Greenbaum, Rowe, Smith & Davis
 Greenbaum, Rowe, Smith & Davis
 Hayden Kretzner
 Hazmat & Associates Training LLC
 Heather Hollis Valdez
 Hilsen Pest Control, LLC
 HobbyMasters Inc.
 Horme Depot Credit Services
 Horizon Blue Cross Blue Shield
 HRDirect
 Imperial Bag & Paper Co., LLC
 Jamm Printing
 Jersey Central Power & Light
 Jersey Shore Marine Group LLC
 Jersey Shore Powersports
 Jetter Store LLC
 Joseph Fazzio - Wall, LLC
 Konica Minolta
 Konica Minolta Business Solutions USA
 Language Services Associates Interpretalk
 Latino American Association of Monmouth County

Payroll - 11/03/2017
 Payroll - 10/20/2017
 Miscellaneous Supplies - Public Works
 Utilities - Internet - October 2017
 Car Washes - Various Departments - September 2017
 Employee Health Benefits - November 2017
 Professional Services - Florence Avenue Park & Greenway - September 2017
 Reimbursement for Monthly E-mail Blasts Plan - October 2017
 Anti Freeze - Public Works
 Employee Life Insurance - November 2017
 Professional Services - Tax Appeals - September 2017
 Appliance Repair - Senior Affairs
 Tires & Tire Repairs - Public Works
 Vehicle Repairs & Supplies - Fire
 Signature Scan and Conversion to True Type Font - Comptroller's Office
 Technical Support Services - L.B. Cable Commission - July - October 2017
 Re-Tread Tires - Public Works
 Vehicle Parts - Public Works
 Food for Lunch 'n' Learn/Italian Fest - Senior Affairs
 Vehicle Repair - Public Works
 Duraflex - Public Works
 Lease/Purchase of Vehicles - Police
 Vehicle Parts - Public Works
 Vehicle Parts - Public Works
 Cal Gas - Office of Emergency Management
 Janitorial Supplies - Public Works
 337.20
 232.00
 300.00
 1,835.36 Pmt. #2
 265.00 Pmt. #1-2
 450.50 Pmt. #1
 100.00
 750.00
 80.00
 410.00
 645.84
 3,368.27
 12,790.49
 199.87
 1,220.25
 319.00
 22,385.86
 11,205.00
 4,480.32
 340.00
 34.06
 907.50 Pmt. #3
 3,544.44
 3,544.44
 14.70
 200.00

* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* DENOTES PREPAY

957,491.57
 963,956.29
 362.68
 1,417.92
 756.25
 5,300.00
 5,621.25 Pmt. #2
 15.00
 56.25
 551.50
 1,292.10
 3,368.74 Pmt. #3
 1,779.00
 5,497.60
 8,070.19
 89.85
 575.00
 514.50
 239.98
 899.24
 354.00
 276.04
 68,158.92
 1,512.16
 254.39
 545.00
 337.20
 232.00
 (2) Full Page Ads - Mayor's Office & Recreation
 Professional Services - General Redevelopment - August 2017
 Professional Services - Tiburon Capital - August - September 2017
 Professional Services - COAH/Planning - August 2017
 Veterans Day Essay Contest Winner - Elementary School - Administration
 Materials Tech Refresher Class - Office of Emergency Management
 Reimbursement for EMT Training - Police
 Pest Control - Health - October 2017
 Beach Equipment & Supplies - Conservation
 Miscellaneous Tools, Materials & Supplies - Public Works
 Employee Dental Benefits - November 2017
 Attendance Calendar Kit & Cards - Public Works
 Janitorial Supplies - Public Works
 Miscellaneous Paper Supplies - Public Works & City Clerk's Office
 Utilities - Electric - August - November 2017
 Shrink Wrapping - Conservation
 Vehicle Parts & Repairs - Public Works
 Nozzle for Jet Vac - Public Works
 Flather & Hooks for Snow Plows - Public Works
 Copier Maintenance Agreement - 3rd Quarter 2017
 Copier Agreement - Various Departments - September 2017
 Language Services - Court - September 2017
 Full Page Ad for Journal - Mayor's Office

Leslie's Swimming Pool

Pump for Finsky Fountain - Public Works
Camera Operator for "Community Connections" - October 2017

31.34	Pump for Pinstry Fountain - Public Works
100.00	Camera Operator for "Community Connections" - October 2017
1,000.00	Rental of Office Space - Recreation - November 2017
220.23	Reimbursement - Credit Card Fee - September 2017
100.00	Full Page Ad for 7th Annual Championship Journal - Mayor's Office
41.28	Gasoline for Police Motorcycles - September 2017
2,215.00	Paint 2017 Ford Utility - Public Works
1,440.00	Spanish Interpreter - Court - July - September 2017
575.00	Performance at Long Branch Library - 10/18/17
3,500.00	Emergency Drainage Collapse Repair - Public Works
19.23	Reimbursement - Mileage to CECU Class - City Clerk's Office
442.25	Stickers for New Air Packs - Fire
1,082.90	Recycle Tires - Public Works - September 2017
25.00	Lead Meter Training - Health - 10/16/17
3,500.00	UEZ Year Round Shuttle - September 2017
1,500.00	Reimbursement for Antifreeze for ACO Van - Health
19.23	Grant Writing Services - October 2017
3,750.00	Cleaning/Inspection - Bunker Gear, Pants & Coats - Fire
2,962.75	Membership Dues - Administration - 9/1/17 - 8/31/18
260.00	T.B. Control Clinic & Medical Services - Health - September 2017
225.00	MOD-IV Property Tax System Records Access Fees - Tax Assessor's Office
3,575.60	Various Courses - Police
350.00	Dumping Fees - September 2017
83,135.22	Hydraulic Hoses - Public Works
77.94	Irrigation Service - Spring/Summer 2017
3,304.75	TV Studio Rental - Long Branch Cable Commission - 10/18/17
750.00	Port A John Rentals - September 2017
605.03	Sponsorship of L.B. High School Students to attend L.B. NAACP Freedom Fund Banquet - Recreation
540.00	Phone System - October 2017
3,132.23	Utilities - Water - September - October 2017
20,139.74	General Legal Services - Tiburon Capital & William Dixon - June - September 2017
7,490.25	NOPO Annual Membership Dues - Planning - 1/1/18 - 12/31/18
1,381.82	Registration - 2017 Annual Conference - Construction
440.00	Annual Meeting & Luncheon - Planning & Zoning - 11/15/17
280.00	TV Inspection of Various Storm Sewer Lines - Public Works
70.00	Portuguese Interpreter - Court - July - September 2017
2,900.00	Paper Goods/Decorations for Italian Fest/Halloween Party - Senior Affairs
1,950.00	Tables/Chairs Rental for June Primary - City Clerk's Office
400.21	Name Plate - Planning & Zoning
231.52	Cameras - IT
12.00	Uniforms - Police
1,344.00	Bulky Waste Disposal - September - October 2017
6,474.30	Diesel Fuel & Unleaded Gasoline
30,872.42	Directing/Editing Services for "Community Connections" - L.B. Cable Commission - 10/4/17
500.00	Registration - Public Works Manager Program Courses - Public Works
1,648.00	Food & Decorations for Italian Fest & Halloween Party - Senior Affairs
1,352.38	Vehicle Parts - Public Works
564.20	Kitchen System Inspections - Public Works
812.00	Cylinder Rental - Public Works - August - September 2017

SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* DENOTES PREPAY

Seaboard Welding Supply
 Shower Tower
 Sickle Market LLC
 Sip's Paint & Hardware
 Site One Landscape Supply
 Skylands Area Fire Equipment & Training, LLC
 State Line Fire & Safety, Inc.
 Stavols Asphalt Company, Inc.
 Susan Catapano-Moore
 T&M Associates
 TDG-NJ LLC
 Trap Fund, LLC
 Treasurer, State of NJ - Department of Health & Senior Services
 Tuzzio's
 United Rentals
 Up-Tite Fasteners Inc.
 Verizon
 Vic Gerard Golf Cars Inc.
 Vision Service Plan
 W.E. Timmerman Co. Inc.
 W.B. Mason Co. Inc.
 W.W. Grainger, Inc.
 Williams Mullen

TOTAL CURRENT

Black Rock Enterprises, LLC
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 Custom Fabrication Inc.
 D.W. Smith Associates
 Greenbaum, Rowe, Smith & Davis
 MRC
 Precise Construction
 Precise Construction

TOTAL CAPITAL

Auto Parts
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account

* DENOTES PREPAY

Miscellaneous Supplies & Equipment Maintenance - Public Works
 Repair Kits for Shower Towers - Public Works
 Food and Flowers for Italian Fest and Halloween Party - Senior Affairs
 Miscellaneous Supplies - Public Works
 Chemicals & Grass Seed - Public Works
 Turn Out Gear - Fire
 Crash Recovery System - Fire
 I-5 State Mix for Pot Holes - Public Works
 Reimbursement - ASPEM Membership - Office of Emergency Management
 Professional Services - Groundwater Sampling (Public Works Yard) - September 2017
 Ocean Pier and Ferry Terminal Project - 3rd & 4th Portion of Special Technical Studies
 Hidden Compartments Course - Police
 NJDEP Application Review Fee for Beach and Dune Maintenance - Public Works
 Non-EDRS Burial Permits Report - 3rd Quarter 2017
 Food for Coaches Training Course - Soccer Licenses - Recreation
 Skid Steer Loader & Mini Excavator - Public Works
 Ceiling Clip Assemblies, Washers & Bolts - Public Works
 Utilities - Wireless Services - October 2017
 Parts for Golf Cart - Public Works
 Employee Health Benefits - November 2017
 Filters - Public Works
 Office Supplies - Various Departments
 Safety Cans, Miscellaneous Parts & Supplies - Public Works
 General Legal Services - On Judgement - September 2017

5,915,874.39

Professional Services - Boardwalk & Ocean Avenue Repairs - 7/21 - 10/15/17
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 Rework Hoop Bike Racks
 Professional Services - Mahahasset Creek Park - September 2017
 Professional Services - Pier Design - September 2017
 6 Custom Fab Hoop Bike Racks - Administration
 Plaza Court and Pullman Avenue Roadway Improvements - September 2017
 Flood Control Improvements - September 2017

1,423,070.80

Miscellaneous Auto Parts and Supplies - Animal Control
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account - Payroll 10/20/2017
 To Reimburse Clearing Account - Payroll 11/03/2017

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

150.46
 2,229.04
 3,942.09
 191.23
 5,723.86
 5,972.20

City of Long Branch Payroll Agency Account
 Conte's Car Wash Inc.
 Dearborn National Life
 Horizon Blue Cross Blue Shield
 Long Branch Animal Hospital
 Monmouth County SPCA
 NJ Dept of Health & Senior Services
 Verizon
 Vision Service Plan

TOTAL ANIMAL CONTROL

Beverly Baxter
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 Jamm Printing
 Jersey Central Power & Light
 Konica Minolta Business Solutions USA
 Long Branch Chamber of Commerce
 Mark William Davis
 Mr. John
 T&M Associates

TOTAL HUD

Action Holding, Inc
 Arbus, Maybruch & Goode, LLC
 Axon Enterprise, Inc.
 CFT Services Cust Phoenix Fund
 Christiana T C/F CFS1/Firsttrust
 Christiana Trust as Custodian
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account

*DENOTES PREPAY

Payroll - 10/20/2017
 Payroll - 11/03/2017
 Fica/Medicare: 10/20/2017
 Fica/Medicare: 11/03/2017
 Car Washes - Animal Control - November 2017
 Employee Life Insurance - November 2017
 Employee Dental Benefits - November 2017
 Veterinary Services - Animal Control - October 2017
 Veterinary Services - Animal Control - September 2017
 Monthly Dog Report - October 2017
 Utilities - Wireless Services - October 2017
 Employee Health Benefits - November 2017

36,550.01

Ceramic Instructor - Community Development
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 Things To Do Pads and Note Pads for League of Municipalities Convention - Community Development
 Utilities - Electric - September - October 2017
 Copier Agreement - Community Development - September 2017
 Rental of Office Space - Community Development - November 2017
 CDBG Community Gardens Project - Weeks ending 10/13 & 10/20/2017
 Port-A-John Rental - Community Development - September 2017
 Professional Services - CDBG Infrastructure Improvement Project - September 2017

14,762.48

Tax Sale Premiums
 Professional Services - Various Escrows - Planning
 Full Analysis Testing of X2 Taser - Police
 Tax Sale Premium
 Tax Sale Premium
 To Reimburse Clearing Account
 To Reimburse Clearing Account - Payroll 10/20/2017
 To Reimburse Clearing Account
 To Reimburse Clearing Account - Payroll 11/03/2017
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 Fica/Medicare: 10/20/2017
 Fica/Medicare: 11/03/2017
 Employee Health Benefits - November 2017
 Payroll - 10/20/2017

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

* * * 5,334.27
 * * * 5,564.96
 * * * 389.59
 * * * 407.24
 * * * 3,746.16
 * * * 18.75
 * * * 7.34
 * * * 102.46
 * * * 1,428.00 Pmt. #10
 * * * 1,075.00 Pmt. #9
 * * * 66.60
 * * * 191.23
 * * * 19.53

36,550.01

City of Long Branch Payroll Agency Account

Payroll - 11/03/2017		
Tax Sale Premiums		
Culmac Investors, Inc.	3,700.00	
Dearborn National Life	10,100.00	
DSHC Enterprises, LLC	3.67	
E M Waterbury & Associates, P A	1,400.00	
Elizabeth Lundberg	1,632.50	
Flore Paving Company	280.00	
FWDSL & Associates LP	3,427.01	
Greenbaum, Rose, Smith & Davis	1,300.00	Pmt. #2
Greenbaum, Rose, Smith & Davis	663.00	Pmt. #1
Greenbaum, Rose, Smith & Davis	702.00	Pmt. #1
Greenbaum, Rose, Smith & Davis	1,875.00	Pmt. #9-10
Horizon Blue Cross Blue Shield	4,953.00	Pmt. #1-3
Kevin E. Kennedy, Esq.	72.74	
Long Branch Chamber of Commerce	42.00	
Maser Consulting PA	600.00	
McManimon, Scotland & Baumann, LLC	14,132.50	
Michael A. Irene, Jr.	3,022.50	Pmt. #2
Monmouth Wire Computer Recycling	3,883.00	
MTAG As Cust for ATCF II NJ	2,000.00	
MTAG Cust Fid Cap Inv NJ13 LLC	65,000.00	
New Jersey Natural Gas	23,300.00	
Skip's Sports	26.85	
T & M Associates	2,216.00	
T & M Associates	7,900.00	
T&M Associates	25,828.42	Pmt. #2
Trystone Capital Assets, LLC	19,791.16	Pmt. #1
US Bank Cust / Aclien Holding	2,300.00	
US Bank Cust PC 4: Firsttrust Bk	900.00	
USBank Cust Tower DB 2017-1	2,000.00	
Vision Service Plan	5,100.00	
	13.33	
TOTAL TRUST OTHER		

TOTAL TRUST OTHER**708,780.47**

* DENOTES FPREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE