

RESOLUTIONS ADOPTED BY CITY COUNCIL 7-12-16

R150-16 RESOLUTION DESIGNATING TYLER NINE, LLC AS A REDEVELOPER FOR A PORTION OF BEACHFRONT NORTH AND AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT

R151-16 RESOLUTION ADVISE AND CONSENT TO THE APPOINTMENT OF A DIRECTOR OF HEALTH (SIDNEY JOHNSON)

R152-16 RESOLUTION ADVISE AND CONSENT TO THE APPOINTMENT OF A DIRECTOR OF FINANCE (MICHAEL MARTIN)

R153-16 RESOLUTION AUTHORIZING CONTRACT FOR INSURANCE BROKER SERVICES FOR THE CONTRACT YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016 (INSURANCE OFFICE OF AMERICA) **(REMOVED)**

R154-16 RESOLUTION AWARDING BID CONTRACT FOR DALE STREET DRAINAGE IMPROVEMENTS (NEW PRINCE CONCRETE CONSTRUCTION)

R155-16 RESOLUTION- SPECIAL ITEM OF REVENUE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT \$10,930.00

R156-16 RESOLUTION REFUND OF SPECIAL EVENTS FEE

R157-16 RESOLUTION TO REFUND OVERPAYMENT OF 2016 TAXES

R158-16 RESOLUTION APPROVAL PAYMENT OF BILLS

RESOLUTION DESIGNATING TYLER NINE, LLC AS A REDEVELOPER FOR A PORTION OF BEACHFRONT NORTH 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; and

WHEREAS, the project is permissible under a redevelopment plan pursuant to a Consent Order of Settlement ("the Settlement Agreement"), entered in the matter of the City of Long Branch vs. Anzalone et al. Docket No. MON-L-141-06 on September 15, 2009; and

WHEREAS, pursuant to that settlement agreement, the subject property, if developed, is subject to a short term tax abatement on the improvements made on the subject property, so long as the property is developed in accordance with the redevelopment plan; and

WHEREAS, on February 23, 2016, the developer appeared before the City Council and public to give his presentation on the proposed project of construction of 4 Townhome Units ("the Project"); and

WHEREAS, said development meets the requirement of the Redevelopment Plan and the Settlement Agreement; and

WHEREAS, because the Settlement Agreement previously reached with the property owners of the property, as well as their successors and assigns, the use of a tax abatement is legally permissible and the City of Long Branch is obligated pursuant to the Settlement Agreement to allow for said tax abatement pursuant to the terms of the Redevelopment Agreement annexed hereto; and

WHEREAS, Tyler Nine, LLC through its affiliate Tyler Homes ("Tyler Nine") submitted a request for Designation (RFD) outlining its experience and qualifications as to a candidate to redevelopment a portion of the Beachfront North Sector of the Redevelopment Area outlining a concept for such proposed development with the construction of four (4) townhomes (the "Project") properties located

at 78 Ocean Terrace and designated on the City of Long Branch Tax Map as Block 301.02, Lot 22 (the "Property"); and

WHEREAS, the City has reviewed the RFD and the design concepts for the Proposed Project and has determined that the Proposed Project meets the goals and objectives of the Redevelopment Plan; 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 Tyler Nine, LLC, be and hereby is designated as redeveloper for the Property; and

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

MOVED: *DiManni*
SECONDED: *Pallone*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEELE, 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 *1-17-16*
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *18th* DAY OF *July*, 20*16*
Kathy L. Scheele

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

TYLER NINE, LLC

as Redevelopment Entity

AND

CITY OF LONG BRANCH
as Redeveloper

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of July by and between the City of Long Branch (hereinafter referred to as the “Municipality”), a municipal corporation and body politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and Tyler Nine, LLC, a New Jersey Limited Liability Company authorized to conduct business within the State of New Jersey and having a business office located at 788 Shrewsbury Avenue, Tinton Falls, New Jersey 07724 (hereinafter referred to as “Redeveloper”) (referred to collectively as the “Parties”).

WHEREAS, Redeveloper submitted a request for redeveloper designation (“RFD”) for approval for the proposed redevelopment of property it is under contract to purchase located at 78 Ocean Terrace and designated as Block 301.03, Lot 22 (the “Property”); and

WHEREAS, on February 23, 2016, Redeveloper appeared before the City Council and public and gave a presentation of its proposed project for the construction of four (4) townhome units (the “Project”); and

WHEREAS, the Project is permissible under the Redevelopment Plan, pursuant to a Consent Order of Settlement (the “Settlement Agreement”), entered in the matter of *City of Long Branch v. Anzalone, et al.*, Docket No. MON-L-141-06, on September 15, 2009.

NOW THEREFORE, for and 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 AND INTERPRETATIONS**

1.1 Defined Terms.

The Parties agree that, unless the context otherwise specifies or requires, in addition to the terms defined above, the following terms shall have the respective meanings specified below and such definitions shall be applicable equally to the singular and plural forms of such terms.

Affiliate means with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

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- A written certificate issued by the Municipality in accordance with Section 4.3 of this Agreement, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to a certain phase of the Project, if applicable, whose issuance shall serve to release the relevant phase of the Project and Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

Certificate of Occupancy- As defined in the Uniform Construction Code at N.J.A.C. 5:23.1.4, and as may be issued by the Municipality relative to a particular phase of the Project indicating that such phase of the Project has been completed in accordance with the construction permit, the Uniform Construction Code and any Applicable Law.

Claims mean any and all liabilities (statutory or otherwise), obligations, claims, damages, causes of action, proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs), losses and injuries and as further defined in Section 9.1.

Commencement Date- 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 Redeveloper from the Municipality 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.

Effective Date means the date upon which this Agreement is executed by both Redeveloper and the Municipality.

Foreclosure means that event in which a Holder forecloses its mortgage secured by the Property, or part thereof, or takes title to the Property, or part thereof, by deed-in-lieu of foreclosure or similar transaction.

Governmental Approvals or Approvals means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any Governmental Body having jurisdiction necessary to implement and Complete the Project in accordance with the Redevelopment Plan, Applicable Law and this Agreement.

Governmental Body means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government.

Holder means a mortgagee or its affiliate providing financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project or any part thereof.

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.

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.

Infrastructure Improvements shall mean the preparation and installation on, in, under and to the Property of site work and the building foundations, on-site and off-site roads and improvements required in connection with permits and approvals for such improvements, all consistent with the requirements of the Redevelopment Plan and Applicable Laws.

Land Use Law shall mean the New Jersey Municipal Land Use Law, *N.J.S.A. 40:55D-1*, et seq.

Off-Tract Improvements means all Improvements not on the Property, and any incidental work associated therewith, necessary for the construction of the Project or Project Improvement, and/or as may be required in connection with Governmental Approvals, including, but not limited to, environmental remediation, roadways, storm drainage, sewers and utilities, wetlands mitigation, filling land, material storage and other similar ancillary off-site functions.

Person means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or partnership, trust, unincorporated association, institution, public or Governmental Body or any other entity.

Project means the development of the Improvements, as more specifically described in Section 2.2 herein and in **Exhibit A** to this Agreement and in Redeveloper's Site Plan to be filed with the Planning Board pursuant to the terms set forth in this Agreement.

Project Improvements means all buildings, structures, Improvements, site preparation work, and amenities necessary for the implementation and completion of the Project more specifically described in Section 2.2 herein and in **Exhibit A** hereto.

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.

Property shall have the meaning set forth in the recitals of this Agreement and further described in Exhibit A attached hereto.

Public Improvements means Infrastructure Improvements and upgrades such as streets, grading, pavement, gutters, curbs, sidewalks, street lighting, surveyors' monuments, water mains, culverts, storm and sanitary sewers, drainage structures, erosion control and sedimentation devices, open space, and landscaping required under site plan approval memorialized by the Planning Board that will be dedicated to the Municipality pursuant to Applicable Law.

1.2 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

- (a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the Effective Date.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Unless otherwise noted, the terms "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation."
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Any references to Articles and Sections in this Agreement shall be deemed to be references to the Articles and Sections in this Agreement except or unless the context or express terms of this Agreement may otherwise provide, specify or dictate.
- (e) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than thirty (30) days, unless the context dictates otherwise.
- (f) 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.
- (g) Any reference to Applicable Laws or any Applicable Law shall be read to mean as the Applicable Law as amended from time to time except where Redeveloper's obligation to comply was satisfied prior to the amendment.

(h) The Recitals contain statements of fact and/or expressions of intention and are incorporated into and made part of the substance of this Agreement.

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 Municipality and Redeveloper in connection with the development of the Property by Redeveloper. The Municipality hereby affirms and agrees that Redeveloper is designated and appointed as the exclusive redeveloper of the Property. In connection with such designation and appointment, 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 Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan. Further, the Municipality agrees that, absent an Event of Default by Redeveloper or with respect to any Holder's rights, it will not negotiate for the provision of another redeveloper or developer for the Property or any portion thereof.

2.2 The Project. The Project may only include those uses permitted under the Redevelopment Plan. The Project will include the construction of a two-story residential building encompassing four (4) market-rate for-sale condominium units and will include the Improvements set forth in **Exhibit A**. The Project may be developed in phases and will be developed in accordance with the Project Schedule attached hereto as **Exhibit B**. Redeveloper shall have the right to accelerate the time frames set forth in the Project Schedule at Redeveloper's option, should field conditions and market conditions provide Redeveloper the opportunity to do so.

2.3 Project Development. The Project shall be designed in accordance with the Redevelopment Plan and Exhibit A hereto. 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 for approval to the Municipality, which may be approved if the Municipality determines, in its sole discretion, that such waiver is generally consistent with the goals and objectives of the Redevelopment Plan and is not otherwise detrimental to the Redevelopment Plan or the community. Such waiver shall then be included in Redeveloper's submission to the Planning Board for consideration as part of the Site Plan Application by Redeveloper.

2.4 Development and Design Concepts. It is acknowledged by Redeveloper that certain specific elements of the Project as shall be approved by the Municipality 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 Municipality's approval of the Project and Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific or similar/equivalent exterior elements

and/or materials as have been approved. Redeveloper shall not deviate from such specific exterior elements or substitute any such specific materials without the Municipality's express written approval, which shall not be unreasonably withheld.

Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Municipality, 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. All such modifications shall be subject to the review and approval of the Municipality. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the Municipality for consistency with the Redevelopment Plan and approved by the Municipality prior to filing for same before the Planning Board.

2.5 Development Milestones. 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 event of Force Majeure, as defined in Article 7 of this Agreement.

2.6 Qualified Entities.

(a) The Project will, at Redeveloper's option, be developed, in whole or in part, by (i) Redeveloper, (ii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper is the sole beneficial owner, or (iii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper are collectively the sole beneficial owners, subject to the review of the Municipality. The municipality recognizes that as the Project involves the construction of residential, for-sale condominiums, that upon issuance of Certificates of Occupancy for the residential condominium units, the Redeveloper shall have the unrestricted right to sell the completed condominium units.

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 the Municipality and the Planning Board for review and approval of a Site Plan for the Project, as set forth in detail below. The development process shall be in accordance with the LRHL and the Land Use Law. 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 Land Use Law. This procedure shall be used for all development applications by Redeveloper. As of the Effective Date, the Municipality has conceptually approved the Project

concept as set forth in Exhibit A and, absent any deviations or waivers approved by the Municipality pursuant to Section 2.2 and/or 2.3 herein, the Application shall be consistent with the Project concept outlined in Exhibit A.

3.2 Application for Project.

(a) Application. Redeveloper shall submit to both the Municipality and the Planning Board an application for approval of a proposed development pursuant to this Agreement (the “**Application**”), which Application must be deemed complete by the Planning Board in accordance with its checklist and Municipality Ordinances. The Application shall consist of submission of a report and required architectural and civil engineering plans.

(b) Redevelopment Plan Application Requirements. The Application shall also include information sufficient to determine compliance with applicable provisions of the Redevelopment Plan encompassing the following:

- (i) Plans depicting existing rights-of-way and easements in the portions of the Property that are the subject of the Application.
- (ii) Architectural renderings of the proposed development.
- (iii) Plans noting the use, location, plan area, setbacks, height and bulk of all existing and proposed structures within the portions of the Property that are the subject of the Application and their consistency with the Redevelopment Plan.
- (iv) Plans showing vehicular parking and loading areas and a layout of pedestrian and vehicular circulation patterns in relation to the buildings that are the subject of the Application.
- (v) Landscape plans sufficient to show general design concepts, including but not limited to lighting and signage design.
- (vi) A schedule that generally reflects the phasing of construction, as necessary and within the time period(s) set forth in the Project Schedule attached as Exhibit B hereto.
- (vii) A list of any requirements in the Redevelopment Plan from which Redeveloper seeks design waiver relief and the basis upon which such relief is requested.
- (viii) Such other information as may be reasonably required of the professionals employed by the Planning Board in writing no later than five (5) calendar days prior to any hearing before the Board on the Application, so as to afford Redeveloper an adequate

opportunity to review and respond to such reports prior to the aforesaid Board hearing.

(c) Cooperative Technical Review. In order to proceed with the Project as expeditiously as possible, and to minimize the costs to both Parties, as well as avoid duplication in the review process and unnecessary delay, there shall be one technical review, which shall be performed by the Municipality and its professional staff. Redeveloper may, prior to submission of an Application and in the course of preparing the plans and reports referred to in paragraph 3.2(b) above, consult with the consultants and/or professionals of the Municipality to review the Application(s). Such consultation may occur by way of conferences, written inquiries or informal communications and shall occur as frequently as is reasonably necessary to assure that such plans and reports comply with the Redevelopment Plan, Municipality Ordinances, regulations, zoning, and all other criteria that will be used by the Planning Board to determine whether the Application(s) will receive Preliminary and Final Site Plan Approval. The Municipality shall cooperate with Redeveloper to reasonably assist Redeveloper with obtaining all permits, licenses and Approvals required by any other Governmental Body needed to construct the Project.

3.3 Other Governmental Approvals. It is acknowledged by both Parties that it may be necessary for Redeveloper to obtain Approvals or permits from other Governmental Bodies in order to undertake the 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 Municipality agrees to provide any pertinent information in its possession and to provide any reasonable assistance which may be required of it to enable Redeveloper to properly apply for and obtain such permits or Approvals in a timely fashion, including making applications in the name of the Municipality if deemed necessary for such approval or permit or if required by Applicable Law. The Municipality agrees to support and endorse any applications for any Governmental Approvals required for the Project. Redeveloper shall report to the Municipality on a monthly basis the status of such applications and Approvals.

ARTICLE 4 **CONSTRUCTION OF PROJECT**

4.1. Progress Reports and Progress Meetings. Redeveloper shall submit to the Municipality a quarterly report in writing concerning the actual progress of Redeveloper with respect to the implementation and construction of the Project ("**Progress Report**"). The work and construction activities of Redeveloper shall be subject to inspection by the Municipality at reasonable times and upon reasonable notice to Redeveloper. Upon the request of the Municipality, Redeveloper and any necessary consultants and professionals shall meet with the Municipality to report on its progress or to address any concerns the Municipality has based upon its review of any Progress Report ("**Progress Meeting**").

4.2. Suspension of Construction. Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement.

4.3. Certificates of Occupancy and Certificate of Completion.

(a) Upon Completion of the construction of the Project Improvements and/or phase, as may be applicable, in accordance with the Governmental Approvals, Redeveloper may apply to the Municipality for a Certificate of Occupancy for the Project or completed phase. Upon issuance of a Certificate of Occupancy for any residential condominium unit of the Project, the Redeveloper shall have the unfettered right to sell such residential condominium unit and any provisions of this Agreement restricting Redeveloper's right to sell or transfer the Project shall not apply or in any way inhibit the Redeveloper's right and ability to sell and convey such residential condominium unit.

(b) Upon Completion of the entire Project, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Law(s), the Municipality shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that 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 Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion (a) the agreements, restrictions, and covenants set forth in Section 6 hereof shall cease and terminate, except for those covenants and restrictions set forth in Section 6 hereof which shall survive in accordance with the terms of Section 6, (b) the conditions determined to exist at the time the Property was designated as 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 Municipality shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request by Redeveloper, the Municipality shall provide to Redeveloper a written statement setting forth in detail the respects in which it believes that 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 Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Monmouth County Clerk's office.

4.4 Contribution To Costs, Financial and Approval Obligations.

(a) Administrative Costs. Redeveloper shall pay an Administrative Fee of \$11,500, which represents 0.005% of the estimated Total Project Cost, pursuant to City Ordinance Section 345-94(F).

(b) Upon proper application, the municipality will grant to the Redeveloper and the Project a Five Year Tax Abatement under the provision of the Five Year Exemption and Abatement Law, N.J.S.A.40A:21-1, et. seq., pursuant to the Settlement Agreement.

ARTICLE 5
PURCHASE, ACQUISITION, AND CONTROL OF THE PROPERTY AND RELATED EASEMENTS

5.1 Purchase of the Property Redeveloper is current a contract purchaser of the Property and estimates it will close on the purchase of the Property upon receipt of all required approvals for the Project.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

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

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

(b) Authorization: No Violation. The execution, delivery and performance by 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 Redeveloper or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Redeveloper is a party or by which Redeveloper may be bound or affected.

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

(d) Litigation. No suit is pending against Redeveloper which could have a material adverse effect upon Redeveloper's performance under this Agreement or the financial condition or business of Redeveloper. There are no outstanding judgments against Redeveloper that would have a material adverse effect upon Redeveloper or which would materially impair or limit of the ability of 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 Redeveloper is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, Redeveloper has not received any notices asserting any noncompliance in any material respect by 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 Redeveloper's ability to perform its

obligations under this Agreement. Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Body 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) Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the sole purpose of redevelopment of the Property and not for speculation in land holding.

(i) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to Redeveloper shall have been filed as of the Effective Date.

(j) No adjudication of bankruptcy of Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to Redeveloper shall have been filed.

(l) Redeveloper estimates that the cost of the Project is approximately \$2,307,415.00 (the "Total Project Cost") and agrees that the cost and financing of the Project is the responsibility of Redeveloper, pursuant to and as set forth in this Redevelopment Agreement. The Municipality shall not be responsible for any cost whatsoever in respect to same.

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

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

(b) Authorization; No Violation. The execution, delivery and performance by the Municipality of this Agreement are within the authority of the Municipality under, and will not violate, the statutes, rules and regulations establishing the Municipality 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 Municipality is a party or, to the best of its knowledge and belief, any other material agreement by which the Municipality or its material assets may be bound or affected.

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

(d) Litigation. No suit is pending against or affects the Municipality which could have a material adverse effect upon the Municipality's performance under this Agreement or the financial condition or business of the Municipality. There are no outstanding judgments against the Municipality that would have a material adverse effect upon the Municipality or which would materially impair or limit of the ability of the Municipality 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 Municipality is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the Municipality has not received any notices asserting any noncompliance in any material respect by the Municipality 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 Municipality's ability to perform its obligations under this Agreement. The Municipality 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) Redeveloper agrees to record, and provide a recorded copy to the Municipality, 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 Redeveloper for so long as the Redeveloper is a party to this Agreement, 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 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) Commence Construction of the Improvements within the Project Schedule as set forth in Exhibit B provided that the approvals and permitting are not delayed by the actions or inactions of the Municipality, or force majeure; and
- (v) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the Municipality, except for permitted transfers to a Qualified Entity as set forth in Section 2.6(b) hereof; however, upon issuance of a Certificate of Occupancy for any residential condominium unit constructed as part of the Project, the Redeveloper shall have the unrestricted right to sell and convey unit with no permission or approval required from the Municipality for such sale.

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

Subject to the provisions of Section 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 Section 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 Municipality, its successors and assigns, and any successor in interest to the Property, or any part thereof, against 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. It is further intended and agreed that the Covenants and Restrictions set forth in Section 6 hereof shall remain in effect until the issuance by the Municipality of a Certificate of Completion, as provided in Section 4.3, hereof, (at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate). ,

(d) Enforcement by Municipality.

In amplification, and not in restriction of the provisions of this Article 6, it is intended and agreed that the Municipality 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 Municipality for the entire period during which such Covenants and Restrictions shall be in force and effect, without regard to whether the Municipality 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 Municipality 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 by the applicable party, respectively:

(a) Redeveloper is in default in the payment of any sum payable to the Municipality hereunder or associated with the Project, as the same shall become due and payable, and such default shall have continued for a period of thirty (30) days after receipt of written notice specifying such default, 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) Redeveloper shall fail to implement or construct the Project pursuant to the Project Schedule in Exhibit B, subject to the occurrence of an event of Force Majeure and the provisions of this Agreement, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of ninety (90) days, unless such suspension arises out of an event of Force Majeure, and any such default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the Municipality to do so, or such longer period if incapable of cure within such thirty (30) day period and Municipality agrees to extend such time to cure, provided that Redeveloper has commenced and is diligently prosecuting such cure; or

(d) 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 Municipality made for such payment, removal, or discharge, within sixty (60) days after written demand by the Municipality 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 or transfer of the fee title to any residential condominium unit for which a Certificate of Occupancy has been issued and such violation shall not be cured within thirty (30) days after written demand served upon the Redeveloper by the Municipality; or

(f) 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 Redeveloper consents to the appointment of a receiver, or an answer proposing the adjudication of 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.

(g) A decision or order determination by a court of competent jurisdiction that Redeveloper has engaged in fraud in the inducement of, or willful misconduct in connection with the Project.

(h) A Municipality default shall have occurred if the Municipality shall fail to timely perform and/or cure any of its responsibilities and obligations under 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).

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 Municipality's Remedies.

If Redeveloper shall fail to timely cure any Event of Default by Redeveloper as set forth in Section 7.1, the Municipality shall have the right to:

- (a) terminate this Agreement and de-designate Redeveloper; and
- (b) retain any payments made by Redeveloper hereunder and any monetary and in-kind contributions for Infrastructure Improvements; and
- (c) pursue all other remedies available to it at law or equity.

7.4 Redeveloper's Remedies. If the Municipality shall fail to timely cure any Event of Default by Municipality as set forth in Section 7.1, Redeveloper shall be entitled, in its sole and absolute discretion, to terminate this Agreement and seek any other remedies available to it at law or equity.

7.5 Limitation of Liability. The Parties agree that in the event of any Default or breach under this Agreement, the Parties shall look solely to the Parties hereto and their respective property interest in the Project for the recovery of any judgment or damages, and agree that no member, manager, officer, principal, employee, representative or other person affiliated with such party shall be personally liable for any such judgment or damages. In no event shall either Party be responsible for any consequential or punitive 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.

7.8 Force Majeure. For purposes of this Article and as otherwise used in this Agreement, “**event of Force Majeure**” 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 event of Force Majeure 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 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;

(g) There shall be no claim of Force Majeure based upon adverse market conditions or negative economic conditions, whether based upon general market conditions or specifically with respect to the real estate market.

7.9 Notice of event of Force Majeure. If an event of Force Majeure has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such event of Force Majeure shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within five (5) days following such party's knowledge of the occurrence of such event of Force Majeure. The party receiving such notice may contest and/or reject the claim of an event of Force Majeure in writing, setting forth its bases for such rejection and demanding that the Affected Party proceed with its obligations under this Agreement. If the Affected Party intends to continue to rely upon the condition claimed to result in an event of Force Majeure, it may request, in writing, a neutral professional review. The Parties shall then mutually select and designate a local member of the profession to which the event of Force Majeure relates and agree to permit such individual to arbitrate and decide the reasonableness of the claim of Force Majeure and the appropriate extension of time to be granted to the Affected Party.

7.10 Effect on Obligations.

(a) In the event of an event of Force Majeure, the applicable deadline, obligation or term affected by such event of Force Majeure shall be extended for a period of time equal to the delay caused by the event of Force Majeure, 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 event of Force Majeure, provided, however, that the event of Force Majeure (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 event of Force Majeure.

(c) Each party shall diligently and in good faith seek to mitigate the effect of such event of Force Majeure and to perform its obligations to the extent practicable notwithstanding the occurrence of an event of Force Majeure and to overcome such event of Force Majeure 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 event of Force Majeure and, in the case of the party not seeking to delay its performance based upon such event of Force Majeure, after receipt by such party from the Affected Party of written notice that the

event of Force Majeure is no longer occurring and that such party can resume performance of its obligations under this Agreement.

7.11 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 Municipality so as to continue to move forward with the Project.

ARTICLE 8 INSURANCE

8.1 During the term of this Agreement, or as required prior to any construction at the Property, Redeveloper shall provide and maintain adequate insurance including the types of coverage and in amounts reflecting industry standards for adequate insurance against risk of loss and casualty in connection with the type, extent and magnitude of work to be performed under this Agreement until such work has been Completed and furnish the Municipality with a copy of certificates of insurance within thirty (30) days of the Effective Date and copies of all such policies within sixty (60) days of the Effective Date evidencing that Redeveloper has obtained such insurance. Such policies shall include, but not necessarily be limited to:

- (a) Contractor's Comprehensive General Liability and Property Damage Insurance with waiver of subrogation and indemnification and hold harmless provisions; and
- (b) Builders Risk/Installation Coverage or its Equivalent, on a Replacement Cost basis with a limit equal to or exceeding the full insurable value of the Improvements, or the maximum exposure to a single occurrence, which policy must be maintained until issuance of a Certificate of Completion.

8.2 Redeveloper shall not commence work under this Agreement until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and admitted to do business in New Jersey and acceptable to the municipality.

8.3 This coverage shall be primary to any other policies of the Municipality Indemnified Parties and shall not be contributing with any other insurance or similar protection available to the Municipality whether other available insurance be primary, contributing or excess.

Continuation Of Coverage. Redeveloper shall be required to maintain the above policies during and throughout the term of this Agreement. If any of the above coverage's expire during the term of this Agreement, Redeveloper shall deliver renewal Certificates and/or policies to the Municipality at least sixty (60) days prior to the expiration date. All insurance certificates provided by Redeveloper under this Agreement shall stipulate that the insurance will not be changed or canceled without giving at least sixty (60) days written notice to the Municipality by certified mail.

ARTICLE 9 INDEMNITY

9.1 Obligation to Indemnify. Redeveloper and the Municipality (collectively the "Parties") agree to indemnify and hold each other and their respective officials, members, 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 condition, use, possession, conduct, management, planning, design, financing, implementation, construction or maintenance of the Project, marketing, leasing or sale of the Property or the Project or any activities of or on behalf of Redeveloper or Municipality within the Property, except that to the extent that any such claim or suit arises from the intentional or willful wrongful acts or omissions of the Indemnified Parties. The Redeveloper or Municipality shall provide notice to the other Party of the subject Claims as soon as reasonably possible after their occurrence but in any case within ten (10) days of the Redeveloper of Municipality receiving actual notice of the subject Claims, provided, however, that in the event such notice is not timely received, Redeveloper or Municipality shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice.

9.2 In any situation in which the Indemnified Parties are entitled to receive and desire defense and/or indemnification, the Indemnified Parties shall give prompt notice of such situation to Redeveloper or Municipality, as the case may be. Failure to give prompt notice shall not relieve Redeveloper or Municipality of any liability to indemnify the Indemnified Parties, unless such failure to give prompt notice materially impairs Redeveloper's or Municipality's ability to defend. Upon receipt of such notice, Redeveloper or Municipality shall resist and defend any action or proceeding on behalf of the Indemnified Parties, including the employment of counsel reasonably acceptable to the Redeveloper or Municipality, the payment of all expenses and the right to negotiate and consent to settlement. The Redeveloper and Municipality shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the Redeveloper or Municipality unless the employment of such counsel is specifically authorized by Redeveloper or Municipality, which authorization shall not be unreasonably withheld or delayed, provided, however, that if the defense of such action is assumed by Redeveloper's or Municipality's insurance carrier, employment of such separate counsel by the Redeveloper or Municipality shall be at the sole discretion of such carrier. Redeveloper or the Municipality shall not be liable for any settlement of any such action effected without their respective consent, but if settled with the consent of Redeveloper or the Municipality, or if there is a final judgment against Redeveloper party or Municipality party in any such action, Redeveloper or the Municipality, as the case may be, shall indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment for which the Indemnified Parties are entitled to indemnification hereunder.

9.3 Survival of Indemnity. The provisions of this Article 9 shall survive the termination of this Redevelopment Agreement due to an Event of Default.

ARTICLE 10

INTENTIONALLY DELETED

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 email transmission (evidenced by electronic or printed confirmation of receipt) or delivered personally (with written acknowledgment of receipt) to the Parties at the following respective addresses or facsimile numbers:

If to the Municipality, to:

City Business Administrator
344 Broadway

Long Branch, New Jersey 07740
Phone: 732-571-5645

Email: hwoolley@longbranch.org

With a copy to:

Robert Beckelman, Esq.
Greenbaum, Rowe, Smith & Davis LP
Metro Corporate Campus One
PO Box 5600
Woodbridge, New Jersey 07095-0988
Phone: 732-476-2448
Email: rbeckelman@greenbaumlaw.com

and if to Redeveloper, to:

George J. Brandt
Tyler Nine, LLC
788 Shrewsbury Ave
Tinton Falls, New Jersey 07724
nynjdevelopers@gmail.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 address, facsimile number or persons to which notices shall be sent.

ARTICLE 12 CONSTRUCTION AND PROJECT FINANCING

12.1 Redeveloper's Commitment to Finance Construction of the Project. Redeveloper acknowledges that the Municipality has relied upon its representations that it is financially capable of carrying out its obligations to the construct the Project pursuant to this Agreement.. Redeveloper represents that such financing will be a combination of debt financing, equity financing and an equity contribution of Redeveloper. Thirty (30) days prior to Commencement of Construction of the Project, Redeveloper shall submit to the Municipality a financial package that Redeveloper believes to be complete (the "Financial Package") describing the anticipated sources of funding for the Redevelopment Project, including, but not limited to, a commitment or a "term sheet" for construction financing required for the Project and a representation regarding any equity capital necessary for the Commencement of Construction of the Project. If Redeveloper fails to obtain sufficient financing for all costs associated with the Project and is therefore unable to proceed with the Project, or a particular phase of the Project, if applicable, then, unless Redeveloper requests an extension of such time setting forth the basis for its failure to timely secure financing, which request the Municipality grant or deny in its sole but reasonable discretion, the Municipality may terminate this Agreement, in which event neither party shall have any further rights or obligations under this Agreement except for those which expressly survive Termination.

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) To the extent necessary, the Municipality 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 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 Municipality.

12.4 Notice to Mortgagee. Whenever the Municipality shall deliver any notice or demand to Redeveloper with respect to any breach or Default by Redeveloper of its obligations or covenants under this Agreement, the Municipality 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 Municipality to each such Holder of any mortgage.

12.5 Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any breach or Default referred to in Section 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 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 Municipality'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 Municipality, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.3 hereof, and such Certificate shall mean and provide that any remedies or rights that Municipality shall have or to be entitled to due to the failure of 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 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. So long as the Agreement is effective, 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, Redeveloper shall be without power to sell, otherwise transfer title to or ownership of the Project or any such part, without the written consent of the Municipality, which consent shall not be unreasonably withheld, delayed or conditioned. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation by 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 Redeveloper if 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 Redeveloper if 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 Redeveloper which is prohibited by the third 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 Municipality hereby consents, without the necessity of any further approval, but subject to prior notice to the Municipality (except as to conveyances in Sections (a) and (b)), to the following conveyances:

- (a) A conveyance of driveways, roads, infrastructure, or open space.
- (b) Utility and other necessary easements.
- (c) 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.
- (d) 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.
- (e) A transfer from the Redeveloper to an urban renewal entity for tax abatement purposes.
- (f) Sale, transfer, pledge or hypothecation of any percent of stock or beneficial ownership interest so long as the original members of the Redeveloper shall maintain a controlling management interest.
- (g) Sale or transfer of any completed residential condominium unit for which a Certificate of Occupancy is issued.

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, Redeveloper shall be relieved of its right and obligations hereunder.

13.4 Subsequent Conveyance by 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 Municipality 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. This Agreement shall terminate upon the sooner of Completion of the Project, evidenced by a Certificate of Completion for the entire Project, or five (5) years, inclusive of any events of Force Majeure, subject to a reasonable extension in the Municipality's sole discretion ("**Termination Date**"). Within sixty (60) days after the Termination Date, the Municipality shall adopt applicable resolutions and/or ordinances, pursuant to N.J.S.A. 40A:12A-7, declaring that the Property no is longer an "area in need of redevelopment" as defined by the LRHL.

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, including approval by Resolution of the Municipality. The failure of the Municipality or 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 Municipality or 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 Municipality or Redeveloper.

14.4 Consents. Unless otherwise specifically provided herein, no consent or approval by the Municipality or 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 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.

14.6 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 the 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.

14.7 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 Redeveloper, the Municipality and their respective successors and assigns.

14.8 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 Redeveloper and the Municipality, their relationship being solely as contracting parties under this Agreement.

14.9 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.

14.10 Prior Agreements Superseded. This Agreement 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.

14.11 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.

14.12 Affirmative Action. Should Redeveloper use any public finding or financing for the Project which requires compliance with affirmative action requirements set forth in P.L. 1975, C. 127 (N.J.S.A. 17:27), Redeveloper agrees to comply with said requirements and cause its contractors and subcontractors to comply with same.

14.13 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 Property.

14.14 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.

TYLER NINE, LLC

By: _____
Name: Joseph Serratelli
Title: Member

Dated:

CITY OF LONG BRANCH

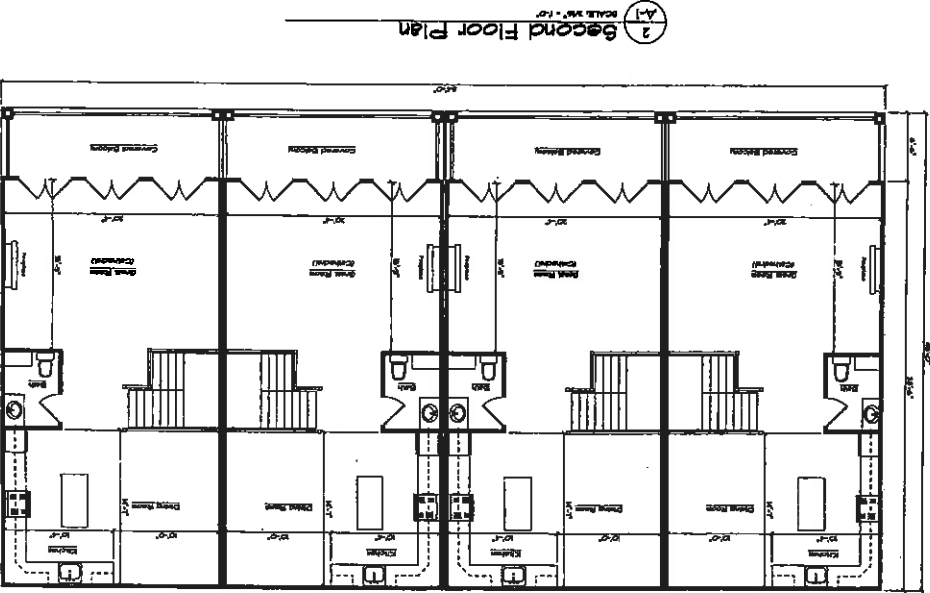
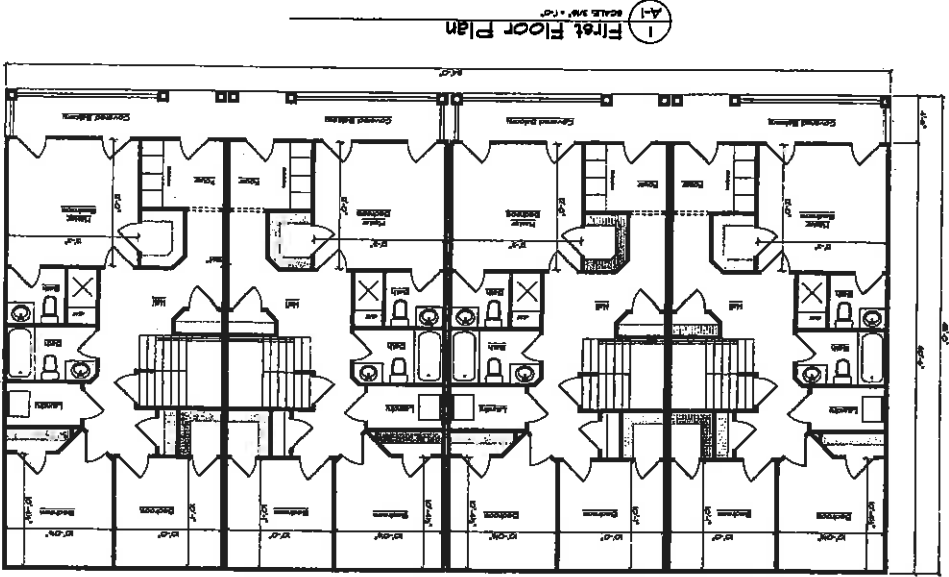
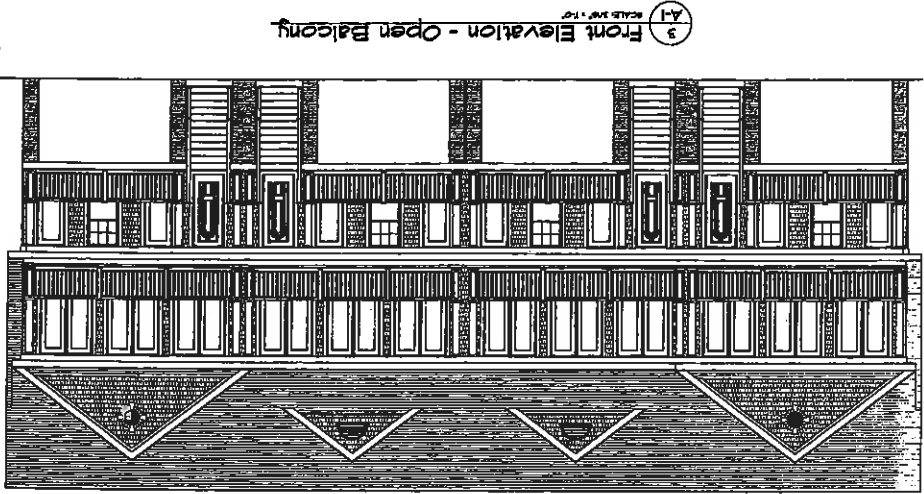
By: _____
Name: Adam Schneider
Title: Mayor

Dated:

EXHIBIT LIST

Exhibit A: **Project Description (Draft Site Plan and Architectural Rendering)**

Exhibit B: **Project Schedule**



A-1
1

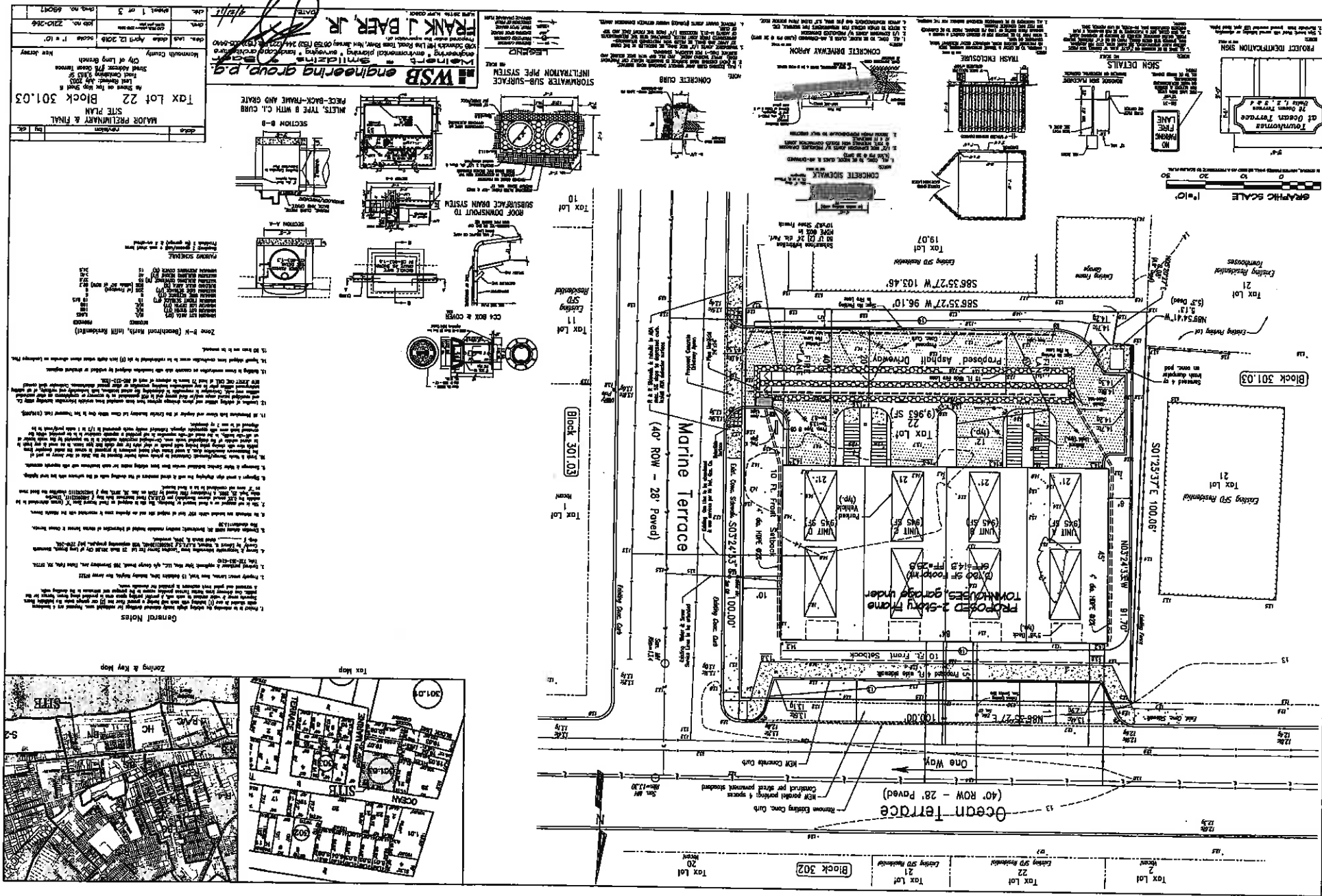


Stock Option Designs

DATE	3/1/00
BY	WJS
CHECKED	WJS
APPROVED	WJS

Tyler Homes, Inc.

OCEANVIEW
LOWE'S HOME CENTER



No.	Task	Est. Days to Complete
1	PERMIT RELEASE	1
2	DEMOLITION	3
3	EXCAVATION & FOOTINGS	10
4	FOUNDATION	12
5	FRAME	28
6	WINDOWS	12
7	ROOF	13
8	MECHANICAL ROUGH IN	18
9	INSULATION	6
10	GAS SERVICE	4
11	ELEC SERVICE	4
12	WATER & SEWER SERVICE	10
13	HVAC	21
14	EXTERIOR SIDING GUTTERS & LEADERS	14
15	DRYWALL	18
16	FINISH MECHANICAL	14
17	TILE	18
18	FLOORING	12
19	INTERIOR DOOR & HDWE	8
20	CABINETS	5
21	PAINT & TRIM	10
22	FINISH HARDSCAPE & LANDSCAPE	7
23	MOVE OFF	12
24	UNIT CLOSING START	1
TOTAL DAYS TO COMPLETE		261

R# 151-16

RESOLUTION ADVICE AND CONSENT
TO THE APPOINTMENT OF A
DIRECTOR OF HEALTH

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby give their advice and consent to the Mayors appointment naming Sidney Johnson, as the Director of Health for the City of Long Branch effective June 27, 2016.

MOVED: *S. Irianni*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELL, 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 11-2-16
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 12th DAY OF MAY, 2016
Kathy L. Schell
MUNICIPAL CLERK, N.J.C.

R# 152-16

RESOLUTION ADVICE AND CONSENT
TO THE APPOINTMENT OF A
DIRECTOR OF FINANCE

BE IT RESOLVED by the City Council of the City of Long Branch that they
hereby give their advice and consent to the Mayors naming Michael Martin as the
Director of Finance for the City of Long Branch.

MOVED: Simone
SECONDED: Pallone

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 1-12-16
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 13 DAY OF JULY, 2016
Kathy L. Schmeltz
Municipal Clerk

R # 154-16

RESOLUTION AWARDING BID
CONTRACT FOR
DALE STREET DRAINAGE IMPROVEMENTS

WHEREAS, the City of Long Branch has the need to contract for Dale Street Drainage Improvements and;

WHEREAS, through a fair and open process, the City has advertised to receive bids on June 30, 2016 for Dale Street Drainage Improvements and the following bids were received as followed:

	Base Bid	Base & Alt
New Prince	\$381,310	\$416,810
JTG	\$398,057	\$435,469
Underground	\$439,075	\$449,375
A.B.Kurre	\$462,197	\$493,797
Precise Construction	\$497,625	\$518,125
Interstate	\$512,900	\$552,900
Jads	\$519,988	\$569,988
Vision	\$905,925	\$943,925

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and our City Engineer and found to be in order; and

WHEREAS, it is the recommendation of the Engineer that it is in the City's best interest to award a contract to New Prince Concrete Construction as the low bidder; 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 for these contracts are available in, **Appro. #C-04-121-605, in the amount of \$416,810.00,**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, and it is the recommendation of the Engineer and in the City's best interest that a contract be awarded to **New Prince Concrete Construction for Dale Street Drainage Improvements**, in accordance with the bid specifications and proposal, **for a sum not to exceed \$416,810.00.**

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

OFFERED: Simone
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, 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 1-12-16

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 12 DAY OF July, 2016

[Signature]
Municipal Clerk

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:

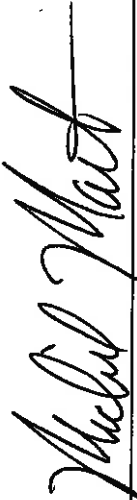
IMPROVEMENTS TO DALE STREET DRAINAGE

Said contract being made as follows:

NEW PRINCE CONCRETE CONSTRUCTION \$416,810.00

Said funds being available in the form of:

#C-04-121-605, \$416,810.00


Michael Martin, Chief Financial Officer

7/7/16
Date

LEON S. AVAKIAN, INC. Consulting Engineers

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

David J. Spaulding, Jr., Purchasing Agent
City of Long Branch
344 Broadway
Long Branch, NJ 07740

June 29, 2016

Re: Dale Street Drainage Improvements
City of Long Branch
Recommendation of Award
Our file: LB 15-06

Dear Mr. Spaulding:

Bids were received on Wednesday, June 29, 2016 for above referenced project. Twelve (12) contractors purchased bid documents and of those, eight (8) complete bids were received. The base bid amount ranged from a low bid of \$381,310.00 to a high of \$905,925.00. The project also included two (2) alternate bid items. If funds are available for these options, the apparent low bidder remains New Prince Concrete Construction Co., Inc. The apparent low bid is marked with an asterisk (*) as shown below:

Bidders	Base Bid Amount	Base Bid & Alternate Bid Items 1 and 2
1. New Prince Concrete Construction Co., Inc.	\$381,310.00*	\$416,810.00*
2. JTG Construction, Inc.	\$398,057.00	\$435,469.00
3. Underground Utilities Corp.	\$439,075.00	\$449,375.00
4. A.B. Kurre Contracting, Inc.	\$462,197.00	\$493,797.00
5. Precise Construction, Inc.	\$497,625.00	\$518,125.00
6. Interstate Contracting & Excavating, LLC	\$512,900.00	\$552,900.00
7. Jads Construction Co. Inc.	\$519,988.00	\$569,988.00
8. Vision Construction Group, Inc.	\$905,925.00	\$943,925.00
9. Earle Asphalt Company		NO BID
10. Brennan Brothers Contracting, LLC		NO BID
11. Mark Woszczak Mechanical Contractors Inc.		NO BID
12. Eagle Paving Corp.		NO BID

The references for the low bidder, New Prince Concrete Construction Co., Inc., 215 Ellen Terrace, Hackensack, NJ 07601 have been checked by this office and found to be satisfactory. We therefore, recommend that a contract be awarded to New Prince Concrete Construction Co., Inc., 215 Ellen Terrace, Hackensack, NJ 07601 in the amount of \$416,810.00 for the base bid

PHONE (732) 922-9229 FAX (732) 922-0044

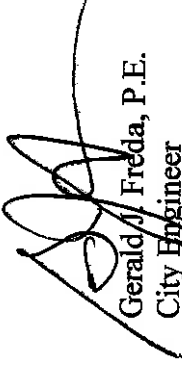
LEON S. AVAKIAN, P.E., P.L.S. (1963-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P.
LOUIS J. LOBOSCO, P.E., P.P.
GERALD J. FREDA, P.E., P.P.
ALAN P. HILLA, JR., P.E., P.P.
WILLIAM D. PECK, P.E., P.P.

and alternates subject to the favorable review of the bid bond by the City Attorney, and the availability of funding to complete the project.

Should you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Gerald J. Fredda, P.E.
City Engineer

SJA:mfl
Enclosure
cc: Howard H. Woolley, Jr. Administrator
Michael Martin, CFO
Kathy Schmelz, Clerk
Fred Migliaccio, Director of DPW
LB/15/15-06

R# 155-16

RESOLUTION – SPECIAL ITEM OF REVENUE
UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
BUREAU OF JUSTICE ASSISTANCE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
\$10,930.00

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 2016 in the amount of \$10,930.00 which item is now available from the United States Department of Justice.

BE IT FURTHER RESOLVED that a like sum of \$10,930.00 is hereby appropriated under the caption of:

U. S. Department of Justice
Edward Byrne Memorial Justice Assistance Grant \$10,930.00

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: Sitiranni
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

NOTED AND
APPROVED
CITY OF LONG BRANCH
J. KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THIS FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-13-16
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 13th DAY OF JULY, 2016
[Signature]
MUNICIPAL CLERK, L.P.

R# 156-16

RESOLUTION
REFUND OF SPECIAL EVENTS FEE

WHEREAS, Metro Catering, LLC DBA Branches paid to the City of Long Branch the amount of \$400.00 for the above referenced fee, and,

WHEREAS, the event has been cancelled, and,

WHEREAS, Metro Catering, LLC DBA Branches has requested a refund of said fee; and

WHEREAS, the Recreation Department recommends the refund of said fee.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that the Chief Financial Officer, or his designee, is hereby authorized to refund the amount of \$400.00 to:

Metro Catering, LLC DBA Branches
123 Monmouth Road, Route 71
Long Branch, NJ 07764

OFFERED: Simanni
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KARYL L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOLLOWING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 1-13-16
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 13 DAY OF January, 2016
Karyl L. Schemel
MUNICIPAL CLERK, F.N.C.

R# 157-16

**RESOLUTION TO REFUND
OVERPAYMENT OF
2016 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2016 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2016 taxes in the amount of \$5,751.07.

BLOCK	LOT	OWNER	AMOUNT
22.01	23	CoreLogic Account of: Tomaine, Phyllis, etals. Attn: Refund Dept. PO Box 961250 Fort Worth, TX 76161-9858	1,348.86
71	1	Fred & Pauline Saka 751 Van Court Avenue Long Branch, NJ 07740	1,626.82
160	10.01	LERETA Tax Services Division 1123 Parkview Drive Covina, CA 91724	1,246.56
277	8.01	Black Page Title Agency Inc. Account of: Michael Cano PO Box 429 Tennent, NJ 07763	1,528.83

OFFERED: Siranni
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KENNY L. SCHWELB, 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 7-12-16
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 13th DAY OF July, 2016
Kenny L. Schwelb
Municipal Clerk

R# 158-16

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: Simari
SECONDED: Pallone

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
7-12-16

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 10th day of July, 2016

Kathy L. Schmeiz

Kathy L. Schmeiz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of July 12, 2016. 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	Rent - Municipal Court - July 2016		
A.C. Moore	Supplies for Volunteer Projects, Classes, Special Events - Senior Affairs - June	*	9,866.43
Action Flag Co.	Flags - Recreation		152.22
Allegra	Office Supplies & Materials - Building		126.00
American Hose & Hydraulics, Co. Inc.	Miscellaneous Parts - DPW		2,760.00
American Van Equipment, Inc.	Vehicle Parts - DPW		3,199.17
AT&T	Telephone Service - Central - Bills Dated 5/31/16 - 6/16/16		342.00
Atlantic Plumbing Supply	Miscellaneous Plumbing Parts - DPW	*	551.37
Atlantic Security & Fire Inc.	Quarterly Monitoring Services - DPW - 3rd Qtr.		2,324.54
Auto Parts	Miscellaneous Auto Parts -Various Departments - 5/16/16 - 6/11/16		150.00
B & H Photo	Camera - Health Dept.		6,501.51
Bagel Guys Deli, LLC	Food for Clean Up - Health Dept.		218.00
Battery Mart	Car Remote Batteries - DPW		283.58
Bella's Pizza	Pizza for Clean Up - Health Dept.		12.99
Benchmark Professional Seminars Inc.	Event Policing Seminar - Police - 7/16/16		242.67
Beverly Baxter	Ceramic Instruction & Supplies - May - Senior Affairs		737.50
Bortek Industries	Vehicle Parts - DPW		1,612.30
Bullet Lock & Safe Co. Inc.	Keys & Locks - Various Departments		2,831.42
Central Jersey Equipment	Miscellaneous Parts - DPW		1,720.10
City of Long Branch Clearing Account	To Reimburse Clearing Account		710.37
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	94,806.29
Comcast	Internet Provider - June 2016	*	42,059.63
Complete Security Systems Inc	Quarterly Monitoring Services - DPW - 3rd Qtr.	*	11.97
Conte's Car Wash Inc	Car Washes - Various Departments - May 2016		116.00
Cooper Electric Supply Co.	Electrical Materials - DPW		581.25
Draeger Safety Diagnostic, Inc.	Miscellaneous Equipment - Police		1,169.76
Dunkin Donuts	Food for Citizens Academy - Police		169.00
DW Smith	Professional Services Rendered - Manahassett Creek Park - April - May 2016	*	383.84
Edwards Tire Co. Inc.	Tires - Various Departments		5,949.00
Essex County College Police	Basic Training Fire Fighter - J. Migliaccio - Fire		3,711.70
F & C Automotive Supply	Miscellaneous Auto Parts - DPW		1,300.00
Federal Cleaning Contractors	Window Cleaning - Recreation - May		9.98
Freehold Dodge, Inc.	Miscellaneous Auto Parts - DPW		25.00
Freehold Ford Inc.	Vehicle Repair & Maintenance - DPW		238.48
General Linen & Paper Supply	Janitorial Supplies - Various Departments		465.93
Gramco Business Communications	Video Conferencing Support Services - Court - 6/24/16 - 6/23/17		217.71
Greenbaum, Rowe, Smith & Davis	Professional Services Rendered - COAH/Planning - May 2016		975.00
Greenbaum, Rowe, Smith & Davis	Professional Services Rendered - General Redevelopment - May 2016		229.50
Hilsen Pest Control, LLC	Pest Control - Health - June		739.50
Home Depot Credit Services	Miscellaneous Materials & Tools - DPW		410.00
Hunter Jersey Peterbilt	Vehicle Parts & Supplies - DPW		9,193.16
Innovative Data Solutions, Inc.	Annual Subscription 2016 - Police		7,393.93
JAMM Printing	Miscellaneous Printed Items - Various Departments		4,161.00
Jersey Central Power & Light	Electric - Various Departments - Bills Dated 3/23/16 - 6/2/16	*	557.09
Jersey Shore Medical Center	Healthcare CPR Cards - Various Departments		77,220.39
			635.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Jersey Shore Powersports	Miscellaneous Vehicle Parts - DPW		
Joanne Fabrics	Supplies for Special Events - Senior Affairs - July-August 2016	*	242.99
John Guire Company	Mulch - DPW		342.00
Jon Christian Duque	Musical Performance 6/26/16		92.00
Joseph Fazzio - Wall, LLC	Miscellaneous Tools - DPW	*	1,000.00
Joseph Spitale	Replace Damaged Jeans/Shoes - Police		723.72
JPC Enterprises, Inc.	Comfort Station Supplies - DPW		106.93
Kepwel Water	Water Cooler Rental - Administration - May		1,600.00
Konica Minolta Business Solutions USA Inc.	Copier Maintenance - Various Departments - May		51.75
Lukoil	Gasoline - Police Motorcycles - May 2016		3,417.91
Marian K. Akana	Coordinator - Art in the Park - Art Council - February - May 2016		16.30
Marine Rescue Products, Inc.	Miscellaneous Beach Supplies - Recreation		2,394.00
Masune First Aid & Safety	First Aid Kits - DPW		695.00
Mazza & Sons Inc.	Recycle - Tires - DPW - May 2016		57.05
McManimon, Scotland & Baumann, LLC	Bond Anticipation Note Sale		484.00
Michael's	Supplies for Special Events - Senior Affairs - July-August 2016	*	11,441.68
Mocean Hollow Metal and Hardware Inc.	Doors/Parts for Great Lawn - DPW	*	424.22
Monmouth Building Center	Lumber - Brighton Ave. Access - DPW		1,316.00
Monmouth County Treasurer	Postage for the 2016 Primary Election Sample Ballots - City Clerk		563.94
Monmouth Truck Equipment	Hydraulic Tee Adapter - DPW		1,144.44
Monoprice, Inc.	Miscellaneous Radio Equipment - Police		181.35
Mr. Driveshaft	Repair Driveshaft - DPW		49.74
Mr. John	Rental Units - Various Departments - May 2016		235.18
Municipal Record Service	Special Complaint Forms - Court		560.00
Music Men Productions, Ltd.	Sound - 6/30/16		642.00
Naval Surface Warfare Center	Miscellaneous Equipment - Police	*	1,700.00
New Jersey American Water Co.	Water - Various Departments - Bills Dated 2/10/16 - 6/22/16	*	600.00
New Jersey Natural Gas	Gas - Various Departments - Bills Dated 5/11/16 - 6/15/16	*	5,427.52
NJ State League of Municipalities	2016-2017 Magazine Subscription Renewals - Various Departments	*	2,349.34
NJ State League of Municipalities	2016 Yearly Dues - Mayor	*	420.00
North American Rescue, LLC	Tourniquets - Recreation	*	2,139.00
Office Concepts Group	Janitorial Supplies - DPW		100.87
Oh Baby Productions, LLC	Musical Performance - 6/30/16		18.50
Orion Healthcare Technology	Computer Software - Human Services	*	700.00
Party Pair	Supplies for Longevity Celebration - Senior Affairs		1,800.00
Party Line	Table & Chair Rentals for June Primary - City Clerk		263.12
Pat Krosnicki	Mileage Reimbursement - Senior Affairs - July - December 2015		231.52
Paul Marino LLC	Art in the Park Performance - Arts Council - 5/29/16		473.04
Powerhouse Signworks	Step Stakes for Beachfront - DPW		900.00
Red the Uniform Tailor	Uniforms - Police		50.00
Republic Services of NJ	Bulky Waste Disposal - 5/3/16 - 5/21/16		4,330.15
Republic Services of NJ LLC	Disposal - Bulky Waste - 5/24/16 - 6/15/16	*	9,399.94
Riggins Incorporated	Unleaded Gasoline & Diesel Fuel		7,182.16
RJK Media	Studio Editing - Cable Commision - 4/20/16		62,787.11
Robert J. Burger	Musical Performance - 7/7/16	*	500.00
Ronald Guidetti	Uniform Reimbursement - Fire		3,000.00
Safelite Fulfillment, Inc.	Glass Replacement - DPW		57.28
Sanitation Equipment Corp.	Miscellaneous Parts - DPW		256.85
Seaboard Fire & Safety	Miscellaneous Equipment - DPW		889.07
Seaboard Welding Supply Inc.	Oxygen Cylinders - Fire		457.90
Sharp Electronics Corp.	Copier Rental - Recreation - June 2016		180.00
Signs by Tomorrow	Custom Sign - Recreation		198.05
Siperstein's	Paint Supplies - Police		4,980.00
Site One Landscape Supply	Miscellaneous Parts & Supplies- DPW		647.82
Skip's Sports	Uniform Shirts - Various Departments		287.21
Stan Dziuba	Cell Phone Case Reimbursement	*	1,843.25
			85.59

Pmt. #8

Pmt. #9

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Stavola Asphalt Company, Inc.	Concrete Mix - DPW		
Stratix Systems Inc.	Copier Maintenance - DPW - 5/24/16 - 8/23/16	156.88	
Syracuse Signs LLC	Shuttle Service Materials - Community Development	268.00	
TASC Fire Apparatus, Inc.	Miscellaneous Parts - Fire	390.00	
Taylor's Towing	Towing Services - DPW	396.09	
Thomson Reuters - West	NJ Statues Pocket Inserts - City Clerk	445.00	
Toshiba Business Solutions	Computer Supplies - Police	564.96	
Tracker Software Corp.	Pubworks Annual Support & Maintenance - DPW	51.00	
Traffic Lines, Inc.	Thermoplastic R/R Crossings - Police	4,892.00	
Treasurer, County of Monmouth	Monthly Dumping & Tipping Fees - May 2016	3,465.00	
Treasurer, State of NJ	DCA Fees - Long Branch & West Long Branch - 2nd Qtr 2016	84,559.78	
United Parcel Service	Shipping - DPW	14,970.00	
Up-tite Fasteners Inc	Miscellaneous Supplies - DPW	22.37	
Verizon	Laptop & Smart Phone Service - Various Departments - Bills Dated 6/1/16 - 6/12/16	1,471.50	*
Vincent Todaro	Reimbursement - King Pin for Tanker Truck - DPW	8,579.94	*
W.B. Mason	Miscellaneous Office Supplies - DPW	61.94	
W.W. Grainger	Miscellaneous Parts & Supplies- DPW	1,167.85	
Windstream	Telephone Service - Central - Bill Dated 6/4/16	64.64	*
Y-PERS	Miscellaneous Supplies - DPW	2,180.75	
		119.00	
TOTAL CURRENT		552,936.47	
City of Long Branch Clearing Account	To Reimburse Clearing Account		*
Earle Asphalt Company	Sairs Avenue - Phase II - Eng. Cert. #3 - June 2016	2,026.75	
George Harms Construction Co., Inc.	Boardwalk Replacement - Eng. Cert. # 12 - April 2016	90,308.33	Pmt. #3
Greenbaum, Rowe, Smith & Davis	Professional Services Rendered - Pier Design - May 2016	510,584.63	Pmt. #12
T & M Associates	Pinsky Park	943.50	Pmt. #5
		2,026.75	Final Pmt.
TOTAL CAPITAL		605,889.96	
City of Long Branch Clearing Account	To Reimburse Clearing Account		*
Conte's Car Wash Inc	Car Washes - Animal Control - May 2016	196.64	
Verizon	Laptop & Smart Phone Service - Animal Control - Bills Dated 6/10/16 & 6/12/16	12.50	*
		196.64	
TOTAL ANIMAL CONTROL		405.78	
Atlantic Plumbing Supply	Miscellaneous Plumbing Parts - DPW		
City of Long Branch Clearing Account	To Reimburse Clearing Account	33.37	*
City of Long Branch Clearing Account	To Reimburse Clearing Account	47.49	*
Conte's Car Wash Inc	Car Washes - Community Development - May 2016	113.95	
Dunkin Donuts	Food for Business Meeting & Garden Kick Off - Community Development	6.25	*
Jacob L. Jones	Miscellaneous Reimbursements - Community Development	113.95	
Mark William Davis	Right of Way Landscaping - June 2016	91.35	
Mr. John	Rental Units - Community Development - May 2016	650.00	Pmt. #1
New Jersey Natural Gas	Gas - Community Development - Bills Dated 5/12/16 - 6/15/16	232.50	*
NJ State League of Municipalities	2016-2017 Magazine Subscription Renewal - Community Development	47.49	
R.V. Juliano Farms	Flats of Vegetables for Garden Project - Community Development	20.00	
Slope Brook Farm	Manure for Garden Project - Community Development	298.00	
Thor Construction Group, LLC	Various Improvements - Community Development	350.00	
		5,850.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL HUD

Alonzo Rawls
City of Long Branch Clearing Account
City of Long Branch Clearing Account
Cranmer Engineering
Glia Group LLC
Greenbaum, Rowe, Smith & Davis
Greenbaum, Rowe, Smith & Davis
JNH Funding Corp
Kevin E. Kennedy, Esq.
Konica Minolta Business Solutions USA Inc.
Monmouth Wire Computer Recycling
New Jersey Natural Gas
RE Community
US Bank Cust BV Trst 2015-1
US Bank Cust PC 4 Firsttrust Bk
US Bank Cust PC 5 Sterling Natl
Verizon

Beach Party DJ - Recreation - 6/25/16
To Reimburse Clearing Account
To Reimburse Clearing Account
Professional Services - Various Escrows - Zoning
Tax Sale Premium
Professional Services Rendered - Urgo Redevelopment - May 2016
Professional Services Rendered - Urgo Redevelopment - May 2016
Tax Sale Premium
Professional Services - Various Escrows - Zoning/Planning
Copier Maintenance - Community Development - May
Computer & Electronic Scrap Recycling - May 2016
Gas - Community Development - Bills Dated 5/12/16 - 6/15/16
Recycling - March & May 2016
Tax Sale Premium
Tax Sale Premium
Tax Sale Premiums
Laptop & Smart Phone Service - Community Development - Bills Dated 6/1/16 - 6/12/16

7,854.35

750.00
* 9,429.68
* 230.45
1,235.50
* 2,100.00
455.00
525.00
* 1,100.00
252.00
259.81
1,500.00
* 29.68
4,826.69
* 3,000.00
* 900.00
* 2,300.00
* 230.45

Pmt. #5
Pmt. #2

TOTAL TRUST OTHER

29,124.26

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE