

RESOLUTIONS ADOPTED BY CITY COUNCIL 10-28-14

R258-14 RESOLUTION – EXTRA MILE DAY IN THE CITY OF LONG BRANCH

R259-14 RESOLUTION OF THE CITY OF LONG BRANCH AUTHORIZING THE PURCHASE OF ENERGY GENERATION SERVICES FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

R260-14 RESOLUTION DESIGNATING FEM SOUTH BEACH, LLC AS REDEVELOPER AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT

R261-14 RESOLUTION AUTHORIZING HOWARD WOOLLEY AS BUSINESS ADMINISTRATOR TO EXECUTE A CONSULTING AGREEMENT WITH THE INSURANCE OFFICE OF AMERICA FOR CONSULTING SERVICES WITH THE CITY OF LONG BRANCH

R262-14 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN INTERLOCAL SERVICE AGREEMENT FOR REPAIR OF CITY HALL PARKING LOT 344 BROADWAY LONG BRANCH NEW JERSEY WITH THE COUNTY OF MONMOUTH

R263-14 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A POWER OF ATTORNEY TO MAURO BALDANZA FOR THE PURPOSE OF EXECUTING ANY AND ALL DOCUMENTS REQUIRED BY THE STATE OF NEW JERSEY DIVISION OF MOTOR VEHICLES OWNED BY THE CITY OF LONG BRANCH AND/OR TRANSFER SAME **(REMOVED)**

R264-14 RESOLUTION APPROVAL PAYMENT OF BILLS

R# 258-14

**RESOLUTION - EXTRA MILE DAY
IN THE CITY OF LONG BRANCH**

WHEREAS, Long Branch is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Long Branch is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Long Branch is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Long Branch acknowledges the mission of Extra Mile America to create 500 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2014.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Long Branch that they hereby proclaim November 1, 2014 to be Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

MOVED: Billings
SECOND: Bastelli

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, DEBORAH L. TALERICO, DEPUTY MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 10-28-14
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 29th DAY OF October 2014
Deborah L. Talerico
DEPUTY MUNICIPAL CLERK, R.M.C.

R# 259-14

**A RESOLUTION OF THE CITY OF LONG BRANCH AUTHORIZING THE
PURCHASE OF ENERGY GENERATION SERVICES FOR PUBLIC USE ON AN
ONLINE AUCTION WEBSITE**

WHEREAS, The City of Long Branch has determined to move forward with the EMEX Reverse Auction in order procure electricity for The City of Long Branch; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) (the "Act") authorizes the purchase of energy generation service for public use through the use of an online auction service; and

WHEREAS, The City of Long Branch will utilize the online auction services of EMEX, LLC, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at www.energymarketexchange.com; and

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, the auction will be conducted pursuant to the Act; and be it

RESOLVED, that a certified copy of the Resolution be on file in the City Clerk's office; and

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, DEBORAH L. TALERICO, DEPUTY MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
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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 29th DAY OF OCT. 2014
Deborah L. Talerico
DEPUTY MUNICIPAL CLERK, R.M.C.

RESOLUTION 260-14

**RESOLUTION DESIGNATING FEM SOUTH BEACH, LLC AS A REDEVELOPER
AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT**

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

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

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

WHEREAS, on May 27, 2010, the City previously entered into a redevelopment agreement ("2010 Redevelopment Agreement") with Long Branch Ocean Avenue, LLC ("Assignor Redeveloper"); and

WHEREAS, on or about May 18, 2010, the Assignor Redeveloper obtained site plan approval for the redevelopment of a portion of the Redevelopment Area known as Block 216, Lot 2 located at 320 Ocean Avenue ("Original Project Approval"); and

WHEREAS, on August 27, 2013, pursuant to Resolution No. 266-13, the City approved the assignment of the 2010 Redevelopment Agreement to FEM South Beach, LLC ("FEM"); and

WHEREAS, on October 3, 2013, the Assignor Redeveloper assigned all of its rights and interest in the 2010 Redevelopment Agreement to FEM by an Assignment ("Assignment"); and

WHEREAS, FEM has made payments that were required of the Assignor Redeveloper and diligently made various efforts towards an expanded and improved project, including property acquisition, including addressing environmental issues, retention of a team of consultants in law, engineering, architecture, design, finance, and real estate development, who have collaborated with the City and its professionals in order to pursue an expanded and improved project; and

WHEREAS, FEM's expanded and improved project will include 47 condominium units and include the Original Project Property as well as Block 216, Lots 1, 2, 3, 4, 5 and 6 ("Property"); and

WHEREAS, the Property is subject to the requirements of the Redevelopment Plan, the Design Guidelines Handbook 1 and Design Guideline Handbook 6, outlining the development standards for the Beachfront South Sector ("Design Guidelines"); and

WHEREAS, on April 22, 2014, FEM appeared before the Mayor and Council of the City during a public meeting and presented its proposed project for the development of the Property and its credentials to demonstrate its ability to perform as the redeveloper of the Property; and

WHEREAS, the Redevelopment Committee has continued to work collaboratively with FEM to refine the proposed project and to negotiate toward a redevelopment agreement for a project for the Property; and

WHEREAS, the proposed project has been reviewed by the City Redevelopment Agency consultants and staff, whom have determined the project to be consistent with the goals and objectives of the Redevelopment Plan for Beachfront South; and

WHEREAS, FEM presented the proposed project plans to the Mayor and Council and the public on October 14, 2014; and

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

WHEREAS, it is now the intention of the parties to enter into the Redevelopment Agreement, in the form attached hereto as **Exhibit 1**, to further define and memorialize the respective obligations of the parties with regard to proceeding with the redevelopment of the Property; and

WHEREAS, the City finds the Project as set forth and further defined in the project drawings, architectural renderings, and site plan, annexed as Exhibit A to the form of Redevelopment Agreement attached hereto as **Exhibit 1**, consistent with the goals and objectives of the Redevelopment Plan and Design Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that FEM South Beach, LLC is hereby designated as redeveloper for the Property and that the Mayor of the City of Long Branch be and hereby is authorized to execute the Redevelopment Agreement, attached hereto as **Exhibit 1** and made a part hereof.

MOVED: *Billings*
SECONDED: *Bastelli*

AND ADOPTED UPON THE FOLLOWING ROLL CALL
AYES: *5*
NAYES: *0*
ABSENT: *0*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, DEBORAH L. TALERICO, DEPUTY MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON *10-28-14*
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 *29th* DAY OF *OCTOBER* 20*14*
Deborah L. Talerico
DEPUTY MUNICIPAL CLERK, R.M.C.

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF LONG BRANCH

AND

FEM SOUTH BEACH, LLC

October ____, 2014

TABLE OF CONTENTS

TABLE OF EXHIBITS

EXHIBIT A	August 27, 2013 Resolution Assigning Redevelopment Rights
EXHIBIT B	October 3, 2013 Assignment Agreement
EXHIBIT C	Site/Concept Plan and Architectural Renderings
EXHIBIT D	Proposed Project Schedule
EXHIBIT E	Ownership Structure Disclosure Statement
EXHIBIT F	Development Budget Pro Forma

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is entered this ____ day of October, 2014 by and between the **CITY OF LONG BRANCH** ("the City"), a municipal corporation and body politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and **FEM SOUTH BEACH, LLC** ("the Redeveloper"), a New Jersey Limited Liability Company established, operated and authorized to do business within the State of New Jersey, having a business office located at 2 Changebridge Road, Suite 201, Montville, New Jersey 07045 (hereinafter collectively referred to as "the Parties").

RECITALS

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

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

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

WHEREAS, on May 27, 2010, the City previously entered into a redevelopment agreement ("2010 Redevelopment Agreement") with Long Branch Ocean Avenue, LLC ("Assignor Redeveloper"); and

WHEREAS, on or about May 18, 2010, the Assignor Redeveloper obtained site plan approval for the redevelopment of a portion of the Redevelopment Area known as Block 216, Lot 2 located at 320 Ocean Avenue ("Original Project Approval"); and

WHEREAS, on August 27, 2013, pursuant to Resolution No. 266-13, the City approved the assignment of the 2010 Redevelopment Agreement, a copy of said Resolution being attached hereto as **Exhibit A**; and

WHEREAS, on October 3, 2013, the Assignor Redeveloper assigned all of its rights and interest in the 2010 Redevelopment Agreement to the Redeveloper by an Assignment ("Assignment"), a copy of said Assignment being attached hereto as **Exhibit B**; and

WHEREAS, the Redeveloper has made payments that were required of the Assignor Redeveloper and diligently made various efforts towards an expanded and improved project, including property acquisition, retention of a team of consultants in

law, engineering, architecture, design, finance, and real estate development, who have collaborated with the City and its professionals in order to pursue an expanded and improved project; and

WHEREAS, the Redeveloper's expanded and improved project will include 47 condominium units and include the Original Project Property as well as Block 216, Lots 1, 2, 3, 4, 5 and 6 ("Property"); and

WHEREAS, the Property is subject to the requirements of the Redevelopment Plan for the Beachfront South Sector of the Redevelopment Area; and

WHEREAS, the Redevelopment Plan is supplemented by the Design Guidelines Handbook 1, which provides a common framework of site utilization and organization that meet the City's general objectives for the Redevelopment Area; and

WHEREAS, Design Guideline Handbook 6 outlines the development standards specific to the Beachfront South Sector ("Design Guidelines"); and

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

WHEREAS, on April 22, 2014, the Redeveloper appeared before the Mayor and Council of the City during a public meeting and presented its proposed project for the development of the Property and its credentials to demonstrate its ability to perform as the Redeveloper of the Property; and

WHEREAS, the City finds the proposal as set forth and further defined in this project drawings, architectural renderings, and draft Site Plan, attached hereto as Exhibit C ("Project") consistent with the Redevelopment Plan and Design Guidelines; and

WHEREAS, the City recognizes the credentials, experience and financial capability of the Redeveloper to design and construct the Project; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-9, it is the intention of the Parties to enter into a new Redevelopment Agreement, which shall repeal, replace and supersede the 2010 Redevelopment Agreement in its entirety, to further define and memorialize the respective obligations of the Parties hereto with regard to proceeding with the redevelopment of the Property in the manner prescribed herein.

NOW, THEREFORE, for and in consideration of the mutual promises, 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 hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1. Defined Terms.

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

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

“Application” has the meaning set forth in Section 3.2(a).

“Certificate of Completion” means a written certificate issued by the City 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 unit or aspect of the Project, if applicable, whose issuance shall serve to release the relevant unit or aspect of the Project and Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

“Certificate of Occupancy” means as defined in the Uniform Construction Code at N.J.A.C. 5:23.1.4, and as may be issued by the City relative to a particular unit or aspect of the Project indicating that such unit or aspect of the Project has been completed in accordance with the construction permit, the Uniform Construction Code and any Applicable Law.

“City Parcels” refers to the three parcels of property owned by the City fronting Ocean Boulevard and identified on the City of Long Branch Tax Map: Block 216, Lots 4, 5 and 6.

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

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

the issuance of a Certificate of Completion. Subject to the City's reasonable discretion, the Project may be deemed "Complete" notwithstanding that certain immaterial portions of the work remain to be completed, as long as (a) Redeveloper has prepared and delivered to the City a list of items requiring completion or correction ("punch list") by Redeveloper in order for Redeveloper to fully comply with the terms of this Agreement, (b) such "punch list" items have been reasonably agreed to by the City, and (c) such "punch list" items are reasonably capable of being completed within ninety (90) days of the date of Completion. Punch List items shall not prohibit the issuance of a temporary Certificate of Occupancy.

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

"Environmental Law(s)" means any and all federal, State, regional and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, memoranda of understanding, directives or judgments relating to pollution, damage to or protection of environment, environmental conditions, or the use handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. 9601-9675); the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. 6901 et seq.); the Clean Water Act (33 U.S.C. 1251 et seq.); the New Jersey Spill Compensation and Control Act ("Spill Act") (N.J.S.A. 58:10-23.11 et seq.); the Industrial Site Recovery Act, as amended, ("ISRA") (N.J.S.A. 13:1k-6 et seq.); the New Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21 et seq.); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 et seq.); and the rules and regulations promulgated thereunder.

"Final Approval" shall have the meaning set forth in N.J.S.A. 40:55D-4.

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

"Impositions" means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property or on any of the Improvements constructed thereon, if duly negotiated in the Redevelopment Agreement, properly imposed by City Ordinance or State Law. Any Impositions established by Ordinance shall only be at the rates set at the time of the entry of this Redevelopment Agreement.

“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.

“Municipal Services Agreement” means an agreement entered between the City and a “qualified private community” as defined under N.J.S.A. 40:67-23.2 for the City to either provide certain enumerated public services in the same fashion as it provides to other taxpayers, or provide reimbursement for the cost of providing said services.

“Performance or Maintenance Guarantees” means the performance or maintenance guarantees required for the Project as defined by the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Planning Board” refers to the City of Long Branch Planning Board.

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

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

“Remediation” means the performance and completion of all investigations and clean-up, wetlands mitigation, and any and all other activities necessary or required for the clean-up or containment of all substances including, without limitation, Hazardous Substances, known or unknown, on, under or migrating to or from the Property, and the construction of remedial systems, all in compliance with Applicable Laws, Environmental Laws and Government Approvals to address any environmental contamination or condition or damage to any natural resource, including but not limited to air, groundwater, surface water or soil required to be addressed by the responsible party.

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

ARTICLE 2 DESCRIPTION OF THE PROJECT

2.1. Purpose; Designation as Redeveloper. The purpose of this Redevelopment Agreement is to set forth the respective rights, obligations, conditions and agreements of the City and Redeveloper in connection with the development of the Property by Redeveloper. The City 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 City agrees that, absent a Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper or developer for the Property or any portion thereof.

2.2. The Project. The Project shall consist of the construction of up to 50 condominium units, including such amenities, parking, and on-site improvements as set forth in **Exhibit C**, together with the off-site improvements referenced in Section 4.4. The Project shall not be subject to any affordable housing obligation, monetary or otherwise. The Project will be developed in accordance with the Project Schedule attached hereto as **Exhibit D**. The Redeveloper shall have the right to accelerate the time frames set forth in the Project Schedule at its option. The Project shall become subject to a Municipal Services Agreement upon becoming a qualified private condominium community, as may be required pursuant to Applicable Law.

2.3. Project Development. The Project shall be designed in accordance with the Redevelopment Plan, Design Guidelines. Any modifications that would trigger a “d” variance pursuant to N.J.S.A. 40:55D-70(d) shall require the Redeveloper to seek an amendment to the Redevelopment Plan. Any modifications from the Redevelopment Plan that would be deemed a “design waiver”, which shall be considered as the equivalent of and akin to the provisions of a “c” variance pursuant to N.J.S.A. 40:55D-70(c), shall be submitted to the Planning Board for consideration as part of the site plan application by Redeveloper, subject to prior review and approval of the City. In the event that the Project unit count or density becomes impractical to complete as planned, the City will consider in good faith project design modifications that may include a larger unit count subject to compliance with the Redevelopment Plan and Design Guidelines.

2.4. Amendment of Development and Design Concepts. Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Parties, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts impractical. Such modifications shall be subject to the review and approval of the City. Any modification which triggers the need to amend any

site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the City for consistency with the Redevelopment Plan and approved by the City prior to filing for same before the Planning Board.

It is acknowledged by the Parties that certain specific elements of the Project as shall be approved by the City and its consultants, including but not limited to exterior building materials, quality of exterior finishes and designs, exterior architectural elements, and landscaping features, are material consideration for the City's approval of the Project and Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific exterior elements and/or materials as have been approved. The Redeveloper shall not deviate from such elements without the consent of City, which consent shall not be unreasonably withheld where the Redeveloper proposes to substitute materials, equipment and fixtures included in and to be used in constructing the Project of the same or similar quality to those described in the plans and specifications for the Project.

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

2.6. 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 City.

B. A "Qualified Entity" is a partnership, corporation, limited liability company or other legal entity which has demonstrated to the satisfaction of the City that:

- (i) It has the financial capacity to undertake the development, construction and operation of the Property in question, including, without limitation, the capacity to obtain financing, to provide appropriate security (such as performance and completion bonds) and to otherwise satisfy its obligations with respect to the development of the Property;

- (ii) It is able to comply with and conform to all of the provisions of this Agreement as they relate to the development of the Property in the Redevelopment Area and expressly assumes all such obligations;
- (iii) No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such entity, or any partnership in which such entity was or is a general partner or any entity in which such entity was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten (10%) percent (and, in the case of an involuntary proceeding, such proceeding has not been terminated within sixty (60) days of its commencement) within the ten (10) full calendar years preceding the date of submission of such entity's application for consideration as a Qualified Entity;
- (iv) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such entity, is not a target of or a potential witness in a criminal investigation;
- (v) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the City or Redeveloper which has been terminated due to a default by such individual, partnership or entity or which is currently the subject of a dispute in which the City or Redeveloper alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the City or Redeveloper;
- (vi) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision;
- (vii) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any

City, State, or Federal ethics law and entering into the proposed transaction with Redeveloper and the City will not cause any such violation or result in a conflict of interest; and

- (viii) It shall comply with any other conditions that the City may find reasonably necessary in order to achieve and safeguard the purposes of the Redevelopment Plan.

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

D. Qualified Entity Approval Process. The Redeveloper shall provide written notice to the City of any entity which Redeveloper desires be approved by the City as a Qualified Entity. Within thirty (30) calendar days after the date of such notice from Redeveloper, the City shall provide written notice to Redeveloper either: 1) requesting additional information concerning the proposed entity, 2) approving such entity as a Qualified Entity, or 3) refusing to approve of such entity as a Qualified Entity, setting forth the basis for such denial, with reference to the conditions set forth in Section B(i) through (viii) above. Approval by the City of an entity as a Qualified Entity shall authorize such entity to be considered a Redeveloper or hold a beneficial interest in Redeveloper. In the event of a denial by the City of an entity as a Qualified Entity as provided above, or in the event the City requests additional information, Redeveloper may resubmit its request to the City that the subject entity be approved as a Qualified Entity, and Redeveloper shall in such resubmitted request set forth additional information and/or such reasons that demonstrate why Redeveloper believes the subject entity to be a Qualified Entity. Within fifteen (15) calendar days after the date of such further request from Redeveloper, the City shall provide written notice to Redeveloper stating whether the City approves of such entity as a Qualified Entity and, if the City does not approve of such entity as a Qualified Entity, the basis for such denial, with reference to the conditions set forth in Section B(i) through (viii) above.

ARTICLE 3 PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATION FOR REDEVELOPMENT PROJECT

3.1. Procedures; General. In order to facilitate the development and implementation of a mutually acceptable design, site plan and technical approach for the Project, the Parties have established the procedures set forth in this Article 3 for the following review and approval process. The process shall consist of an application to be approved first by the City as the Redevelopment Agency prior to submission to the Planning Board for review and approval of a site plan for the Project. Subsequent to City approval, the development process shall be in accordance with the LRHL and the MLUL. Nothing herein is intended to restrict the exercise of the Planning Board's governmental authority with respect to applications for site plan approval under duly adopted rules and

regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to the MLUL. This procedure shall be used for all development applications by the Redeveloper.

3.2. Application for the Project.

A. Application. The Redeveloper shall submit to the City, prior to submission of its site plan to the Planning Board, an application for approval of a proposed development pursuant to this Agreement (“Application”), which shall consist of submission of a report and required architectural and civil engineering plans and 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 Redevelopment Area 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 Redevelopment Area 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 D** 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 City.

B. Concept Review. Prior to making Application to the City or filing a formal site plan application to the Planning Board, Redeveloper shall submit to the City, in concept form, items “i” through “vii” above so that the City may confirm that same are consistent with the Redevelopment Plan and Design Guidelines. The City shall conduct a

review and contact Redeveloper in writing as to whether the submission is consistent with the Redevelopment Plan and Design Guidelines, or whether revisions must be made in accordance with the Redevelopment Plan or Design Guidelines.

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 City and its professional staff. The Redeveloper may, prior to submission of an Application and in the course of preparing the plans and reports referred to in paragraph 3.2B above, consult with the experts and/or professionals of the City as well as those retained by the Planning Board 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, Design Guidelines, City 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 City, and all such experts and/or professionals retained by it, shall assist Redeveloper as necessary with obtaining all permits, licenses and Approvals required by any other governmental entity needed to construct the Project.

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

3.4. CAFRA. The requirements of the Coastal Area Facilities Review Act (CAFRA) shall be addressed through compliance with the Long Branch Redevelopment Area Sector Permit, as set forth in N.J.A.C. 7:7-7.4.

ARTICLE 4 CONSTRUCTION OF PROJECT

4.1. Reports on Progress. The Redeveloper shall submit to the City a quarterly report in writing concerning the actual progress of the Redeveloper with respect to construction of the Project. The work and construction activities of the Redeveloper shall be subject to inspection by the City at reasonable times and upon reasonable notice to the Redeveloper.

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

If the Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of one hundred and twenty (120) consecutive days for reasons other than an Uncontrollable Circumstance, and the suspension or abandonment is not cured, remedied or explained in writing within thirty (30) calendar days after written demand by the City to do so, then such shall constitute an Event of Default by the Redeveloper under this Agreement and the City shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the City at law or in equity.

4.3. Certificates of Occupancy and Certificate of Completion.

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

B. Upon Completion of the overall Project, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Law(s), the City shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Law(s), the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion: (a) the agreements restrictions and covenants set forth in 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 determined to be in need of redevelopment shall be deemed to no longer exist, and

(c) the land and Improvements constituting the Project and the Property shall no longer be subject to eminent domain based upon such conditions. If the City shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request by the Redeveloper, the City shall provide to the Redeveloper a written statement setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for the Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, the Redeveloper may record it in the Monmouth County Clerk's office.

C. The City acknowledges that to facilitate closings upon sales of completed units, if any, the Redeveloper may need issuance of a Certificate of Completion on a unit-by-unit basis. Accordingly, if requested by the Redeveloper, the City agrees to issue Certificates of Completion, as deemed appropriate and proper by the City, on a unit-by-unit basis for those units for which a contract of sale has been entered into.

4.4. Design Elements.

A. **Utility services and electrical lines.** The cost for on-site and off-site utility upgrades and installations, if required directly in relation to the Project, shall be the responsibility of the Redeveloper.

B. **Streetscape Improvements.** All costs for required streetscape improvements are the responsibility of the Redeveloper. If required by the approved Site Plan, such streetscape improvements may include: landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements. The Parties further acknowledge that the City has a recorded interest in the possible acquisition of an approximately eight (8) feet wide portion of the southern edge of Block 216, Lot 2 bordering North Bath Avenue in connection with the widening of North Bath Avenue ("ROW Reservation"). The Parties further acknowledge that while the City has no current plans to acquire and construct the ROW Reservation, such road-widening may be required in connection with boardwalk reconstruction. Therefore, the Redeveloper has designed the Project to facilitate such road-widening with minimal impact upon the completed Project in the event it is necessary for the City to acquire the ROW Reservation. In the event that the road-widening shall become necessary, the Redeveloper shall dedicate and convey the ROW Reservation to the City to complete the widening of North Bath Avenue and associated streetscape improvements made thereto. The Redeveloper shall not be entitled to compensation for such dedication. The Redeveloper shall not be responsible for the costs of any road-widening to be constructed in the ROW Reservation, nor shall the ROW Reservation affect the Redeveloper's bulk zoning requirements.

C. **Contributions to Off-Tract Improvements.** Redeveloper shall make a monetary contribution toward the construction/ installation of off-tract improvements and/or amenities in an amount to be determined within thirty (30) days of the Effective

Date. The effectiveness of this Agreement shall be conditioned upon the parties agreeing to the amount of this contribution in this instance because it cannot be determined at this time. Redeveloper's payment due hereunder, as well as any other payments due hereunder, shall be a condition precedent to receipt of a Certificate of Completion. No other contributions towards off-tract improvements, monetary or otherwise, shall be required to be paid by Redeveloper and the payment made hereunder shall constitute payment of the "linkage fee" pursuant to the Incentives Section of the Design Guidelines.

4.5. Parking. The Redeveloper shall be required to provide two (2) parking spaces per residential unit. All parking shall be on-site. No other off-site or guest parking shall be required. The Project proposes to utilize mechanical lifts and valet parking. The Redeveloper shall submit a parking management plan prior to commencement of construction for the City's approval. The parking management plan shall provide for, among other things, an attendant who is qualified to operate the mechanical lifts available at all times (24 hours a day, 7 days a week) between May 15 and September 30 at Redeveloper's sole expense.

4.6. Contribution To Costs and Financial Obligations.

A. Administrative Costs. The Parties acknowledge that there have been and will be various administrative costs associated with the redevelopment of the Redevelopment Area and the Project, including, but not limited to, professional costs, personnel time and expenses related to negotiations, development of the Property, meetings between the Redevelopment principals and City officials, public meetings, telephone conferences, staff scheduling of meetings, staff and secretarial work in preparation for said meetings and/or negotiations, and the like. The Redeveloper shall reimburse the City for such Administrative Costs through a one time "Administrative Fee" as established by City Ordinance in the amount of \$100,000, which shall be paid upon execution of this Agreement.

B. Escrow Fees.

- i. City Costs.** The Redeveloper shall be responsible for City Costs, as outlined herein. On December 4, 2013, the Redeveloper funded an escrow account upon assignment of the 2010 Redevelopment Agreement with the City in the amount of fifteen thousand dollars (\$15,000.00) for the funding of all out-of-pocket professional costs incurred by the City in connection with the Project ("City Costs"). On July 17, 2014, a replenishment of this account took place in the amount of seventeen thousand and seven hundred dollars (\$17,700.00).

City Costs shall include, but not be limited to any fees and costs of any professional consultant, contractor or vendor retained by the City to complete due diligence with respect to the terms of the Redevelopment Agreement or other ancillary agreements between the Parties and for

legal and other fees in completing oversight and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys and financial consultants, among others, and all other out-of-pocket costs and expenses of the City incurred in its assistance in implementation, facilitation or defense of the Project, pursuant to the LRHL (N.J.S.A. 40A:12A-8).

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

Within thirty (30) days of the receipt by the Redeveloper of written notice from the City that the amount in the escrow account has decreased to five thousand dollars (\$5,000.00), the Redeveloper shall replenish the escrow account with the City to the amount of fifteen thousand dollars (\$15,000.00). If the City Costs incurred exceed the amount in the escrow account, the Redeveloper will pay such costs upon thirty (30) days written notice from City that such costs are due.

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

4.7. Neighborhood Impacts. The Redeveloper acknowledges that the construction and completion of the Project will have certain impacts on the neighborhoods in the vicinity of the Property, which may result in some temporary inconveniences during the time that construction takes place and for a short time thereafter. Therefore, the Redeveloper, in concert with the City, shall take all steps reasonably necessary to minimize any potential negative effects that the construction or Completion of the Project may produce.

ARTICLE 5
ACQUISITION OF PROPERTY

5.1. City Parcels to be Acquired by the Redeveloper. The Redeveloper shall purchase Lots 4, 5 and 6 of Block 216 from the City pursuant to the following terms, which shall be subject to execution of a Purchase and Sale Agreement within sixty (60) days of the Effective Date.

A. Payment Terms. The Redeveloper shall pay the assessed value for each parcel as the Purchase Price as follows:

i.	Lot 4 Purchase Price:	\$80,400.00
ii.	Lot 5 Purchase Price:	\$64,200.00
iii.	Lot 6 Purchase Price:	\$65,000.00

Total Purchase Price:	\$209,600.00
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The Redeveloper shall make a down payment of ten thousand dollars (\$10,000.00) upon execution of the Purchase and Sale Agreement. The Redeveloper shall pay the balance of the purchase price at closing.

B. As will be further defined in the Purchase and Sale Agreement, the Redeveloper shall complete due diligence within sixty (60) days of the execution of the Purchase and Sale Agreement.

C. The Redeveloper shall close on the purchase within ninety (90) days of the Purchase and Sale Agreement.

D. As will be further defined in the Purchase and Sale Agreement for the City Parcels, the City shall agree to indemnify and hold the Redeveloper harmless from and against any and all claims, liabilities, losses, damages, and costs, including without limitation, reasonable counsel, engineering and other professional or expert fees, which the Redeveloper is required to incur by reason of: (i) the City's compliance with, or failure to comply with, the provisions of the Environmental Laws hereabove defined, or (ii) the environmental condition of the City's parcels, including without limitation the existence of any hazardous substance or hazardous material (as defined in any Environmental Law) upon the City's parcels, prior to the closing date. Should the Redeveloper discover during due diligence any issues at the City Parcels triggering application of any Environmental Laws, the Redeveloper shall notify the City prior to incurring any costs as described above in connection with addressing such issues. The Purchase and Sale Agreement shall provide for a reduction in the Purchase Price for any costs incurred by the Redeveloper to address compliance with Environmental Laws to remedy issues at the properties discovered during the Redeveloper's due diligence. The City shall remain liable for the costs of addressing any environmental issues that exceed the Purchase Price, pursuant to Applicable Law. Upon compliance with all Environmental Laws and conveyance of title to the properties, the City shall have no

further liability or obligation with respect to the properties.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

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

A. Organization. The Redeveloper is a limited liability company duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement. The Redeveloper's ownership structure is attached hereto as **Exhibit E**.

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

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

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

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

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

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

H. No Speculation. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the sole purpose of redevelopment of the Property and not for speculation in land holding.

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

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

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

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

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

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

F. No Violation of Laws. As of the Effective Date, the City has not received any notices asserting any noncompliance in any material respect by the City with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or any agency having jurisdiction over and with respect to the transactions contemplated in

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

6.3. Redeveloper Declaration of Covenants.

A. The Redeveloper agrees to record, and provide a recorded copy to the City, a Declaration of Covenants and Restrictions (hereinafter referred to as the "Declaration"), with respect to the Property that shall run with the land to all subsequent holders of title, imposing upon said lands the agreements, covenants and restrictions required to be inserted in the Deeds. All provisions hereinafter with respect to the insertion in or the application to the Deeds of any covenants, restrictions and agreements shall apply equally to the Declaration and such covenants, restrictions and agreements shall be inserted in and apply to the Declaration, whether or not so stated in such provisions.

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

- (i) Devote the Property to the uses specified in the Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Property to any other uses;
- (ii) Pursuant to the applicable law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof;
- (iii) In the sale, lease or occupancy of the Property or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;
- (iv) Commence Construction of the Improvements within the Project Schedule as set forth in Exhibit D; and

- (v) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the City, except for permitted transfers to a Qualified Entity as set forth in Section 2.6(b) hereof.

C. Effect and Term of the Covenants and Restrictions. Subject to the provisions of 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 City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof, with the exception of end user purchasers of residential units. It is further intended and agreed that the Covenants and Restrictions set forth in Section 6 hereof shall remain in effect until the issuance by the City of a Certificate of Completion, as provided in Section 4.3, hereof, (at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate), except, however, that the Covenants and Restrictions provided in Section 6B(i) shall remain in effect for twenty (20) years and the Covenants and Restrictions provided in Sections 6B(ii) and (iii), hereof shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on the Redeveloper itself, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Property, and the Improvements constructed thereon or any part thereof.

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

ARTICLE 7 DEFAULT

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

- A. Any Party fails to make payment of any sum payable to the other party hereunder, as the same shall become due and payable, or fails to fulfill any obligation hereunder within the time prescribed, and such failure shall have continued for a period of thirty (30) days after receipt of written notice specifying such failure, and demanding that same be remedied;
- B. Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement and failure shall have continued for a period of sixty (60) days after receipt of written notice specifying such default (or such longer or shorter time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion;
- C. The Redeveloper shall fail to construct the Project pursuant to the Project Schedule in **Exhibit D**, subject to the occurrence of an Uncontrollable Circumstance and the provisions of this Agreement, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of one hundred and twenty (120) days, unless such suspension arises out of an Uncontrollable Circumstance as set forth in this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within sixty (60) days after written demand by the City to do so, or such longer period if incapable of cure within such sixty (60) day period and City agrees to extend such time to cure, provided that the Redeveloper has commenced and is diligently prosecuting such cure; or
- D. The Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, or any material men’s or mechanics’ lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within thirty (30) days after written demand by the City to do so, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; or
- E. There is, in violation of this Agreement, any transfer of the fee title to the Property or a portion thereof, except for Permitted Transfers as provided in Section 13.2, and such violation shall not be cured within forty-five (45) days after written demand served upon the Redeveloper by the City; or

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

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

7.3 City's Remedies.

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

- A. Withhold the issuance of any approval, permit or certificate in connection with the Project;
- B. Terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default;
- C. Call any performance or maintenance bond posted as part of site plan approval, in accordance with the terms of this Agreement or as otherwise available as a matter of law;
- D. Retain any payments made by the Redeveloper hereunder and any monetary and in-kind contributions for infrastructure improvements; and/or
- E. Exercise any other remedies available at law or equity.

Upon termination of this Agreement based upon an Event of Default, the Redeveloper's status as the designated redeveloper for the Project and the Property shall automatically be terminated and deemed null and void. The de-designation of the

Redeveloper shall be limited to the extent the Project has not been substantially Completed by the Redeveloper, it being understood and agreed that if the Redeveloper shall fail to cure any such default in accordance with Section 7.2 before substantial Completion the Project, the City may terminate this Agreement and de-designate the Redeveloper for that portion of the Project that is not substantially Completed by Redeveloper at that time and for which no Certificate of Occupancy or Certificate of Completion was issued. Such remedy shall not defeat, render invalid or limit in any way the lien or rights or interests of holders of institutional financing as authorized and pursuant to Article 12.

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

7.5. Limitation of Liability. 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 liable for consequential damages.

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

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

to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE 8 INSURANCE

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

- A. Contractor's Comprehensive General Liability and Property Damage Insurance** - with combined single limits of not less than two million dollars (\$2,000,000.00) per occurrence with respect to comprehensive general liability, bodily/personal injury and property damage and shall include broad-form contractual coverage and indemnification and hold harmless provisions.
- B. Excess Liability Insurance** - in the amount of five million dollars (\$5,000,000.00) is to be provided in addition to the above requirements.
- C. Worker's Compensation Insurance** - coverage as required by state law for all employees who will be engaged in the work associated with this Agreement. The Redeveloper shall require all subcontractors to provide similar worker's compensation insurance for all of their employees, unless those employees are covered under the Redeveloper's insurance.
- D. Certificates.** All insurance certificates provided by the Redeveloper under this Agreement shall stipulate that the insurance will not be changed or canceled without giving at least sixty (60) day's written notice to the City by certified mail.
- E. Performance and Maintenance Bonds.** The Redeveloper shall, as required pursuant to Resolution of the Planning Board for preliminary and final site plan approval, post the appropriate performance and maintenance bonds in amounts to be determined by the Planning Board and its professionals pursuant to the MLUL.

ARTICLE 9 INDEMNITY

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

ARTICLE 10 UNCONTROLLABLE CIRCUMSTANCES

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

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

- B. The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Property, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.
- C. Delays incurred in obtaining Governmental Approvals caused solely by the approving agency after the Affected Party has taken all required action in obtaining such Approval and the continued delay is outside and beyond the control of the Affected Party, including delays caused in addressing any environmental issues at the City Parcels and obtaining compliance with the Environmental Laws in connection therewith.
- D. Delays resulting from legal challenges brought to challenge any permit and/or Approval related to this Project by third-parties over whom the Affected Party has no control that have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.
- E. Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.
- F. The unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain transportation services for transporting fill or materials to the Property or the Project area as a result of a public or private labor dispute.

10.2. Notice of Uncontrollable Circumstance. If an Uncontrollable Circumstance has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such Uncontrollable Circumstance shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within fifteen (15) days following such party's knowledge of the occurrence of such Uncontrollable Circumstance.

10.3 Effect on Obligations.

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

- B. The performance, non-performance or delay in performance by the Parties or either of them of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is/are the result of an Uncontrollable Circumstance, provided, however, that the Uncontrollable Circumstance (a) was not invoked in bad faith or intentionally by a Party (b) was not the result of any unlawful action or non-action of the Affected Party as justification for the performance, failure of performance or delay in performance of the subject obligation, requirement, commitment or responsibility, and (c) the Affected Party takes all reasonable efforts within its power to timely mitigate the Uncontrollable Circumstance.
- C. Each party shall diligently and in good faith seek to mitigate the effect of such Uncontrollable Circumstance and to perform its obligations to the extent practicable notwithstanding the occurrence of an Uncontrollable Circumstance and to overcome such Uncontrollable Circumstance as soon as is possible or practicable.
- D. Reinstatement of Performance Obligations. The performance by the Parties of any obligation under this Agreement excused as aforesaid shall be recommenced as promptly as is legally and reasonably practicable after the occurrence of an Uncontrollable Circumstance and, in the case of the party not seeking to delay its performance based upon such Uncontrollable Circumstance, after receipt by such party from the Affected Party of written notice that the Uncontrollable Circumstance is no longer occurring and that such party can resume performance of its obligations under this Agreement.

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

ARTICLE 11 NOTICES AND DEMANDS

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

If to Long Branch, to:

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

With a copy to:

Robert Beckelman, Esq.
Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South
Iselin, New Jersey 08830-2712
Email: rbeckelman@greenbaumlaw.com
Phone: 732.476.2448

and if to Redeveloper, to:

Mimi Feliciano
FEM Real Estate
2 Changebridge Road Suite 201
Montville, New Jersey 07045

with a copy to:

Brian M. Nelson, Esq.
Archer & Greiner PC
Riverview Plaza
10 Highway 35
Red Bank, New Jersey 07701
Email: bnelson@archerlaw.com
Phone: 732.268.8000

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

**ARTICLE 12
CONSTRUCTION AND PROJECT FINANCING**

12.1. Redeveloper's Commitment to Finance Project.

- A. The Redeveloper represents and warrants that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to implement and complete the Project. Within six (6) months of the Redeveloper obtaining all Governmental Approvals and, in any case, at least ninety (90) days prior to Commencement of Construction of the Project, the Redeveloper shall submit to the City a financial plan that the Redeveloper believes to be complete, describing the anticipated sources of funding for the

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.

- B. The Redeveloper has requested a five year tax exemption, pursuant to N.J.S.A. 40A:21-1 et seq., which the Redeveloper represents is a significant inducement for the completion of the Project. The Redeveloper shall submit a written application requesting such tax exemption explaining the rationale and justification for such tax exemption for the Project. The City shall consider the request in good-faith and shall grant such tax exemption if it determines that the Project demonstrates sufficient elements justifying such tax exemption under City Code Section 345-93, that such exemption would serve to assure timely marketing and sales absorption rates for the residential units and that the benefits of granting such exemption outweigh the costs, if any.

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

- A. This Agreement as a financial arrangement made by a governmental body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the project, as though such default or foreclosure had not occurred, subject to the provision of N.J.S.A. 55:17.
- B. The City agrees to execute subordination and attornment documents that may reasonably be required by an institutional lender and further to make any technical, non- substantive, modifications to this Agreement that may be required by an institutional lender.

12.3. Rights of Mortgagees. Notwithstanding any other provision of this Agreement, the holder of any mortgage (including any such holder who obtains title to the Property or any part thereof), or any other party who thereafter obtains title to the Property or such part from or through such holder or any purchaser at foreclosure sale or through other court proceedings or action in lieu thereof shall in no way be obligated by the provisions of this Agreement to construct or complete the Project except to secure and make the Project site and Property safe, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement or any deeds

conveying the Property to Redeveloper be construed to so obligate such holder, provided that nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the City.

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

12.5. Mortgagee's Right To Cure Redeveloper's Default. 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 City's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.3 hereof, and such Certificate shall mean and provide that any remedies or rights that City shall have or to be entitled to due to the failure of 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. 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, lease or otherwise transfer the Project or any such part, without the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, except that Redeveloper may sell or lease individual condominium units to third parties. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation by 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 City hereby consents, without the necessity of any further approval, but subject to ten (10) days prior notice to the City (except as to conveyances in Sections (a) and (b)), to the following conveyances:

- A. A conveyance of driveways, roads, infrastructure, open space and other common property to a property owners' association or similar entity.
- B. Deeds to purchasers of individual condominium units.
- C. Utility and other necessary easements.
- D. A mortgage or mortgages or leases or leasehold or other financing and other liens and encumbrances solely for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project.
- E. A conveyance of the Property or any portion thereof to the holder of any mortgage authorized under this Agreement, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise.

13.3. Conveyance to a Qualified Entity. Upon a conveyance of all rights and obligations hereunder to a Qualified Entity, pursuant to Section 2.6, which shall not be unreasonably delayed or denied, the 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 City and free of any restrictions imposed by this Agreement, except the Declarations that expressly survive such transfer or conveyance.

ARTICLE 14 MISCELLANEOUS

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

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

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

14.4. Consents. Unless otherwise specifically provided herein, no consent or approval by the City 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. Captions. The captions of the Sections and Subsections and the Table of Contents, Schedule of Exhibits and Index of Definitions of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of the articles, sections, exhibits, definitions, or other provisions hereof.

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

14.7. Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of

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

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

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

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

14.11. Prior Agreements Superseded. This Agreement repeals and supersedes any prior understanding or written or oral agreements (express or implied) between the Parties respecting the within subject matter, including the 2010 Redevelopment Agreement. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

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

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

14.14. Affirmative Action. Should Redeveloper use any public funding 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), the Redeveloper agrees to comply with said requirements and cause its contractors and subcontractors to comply with same.

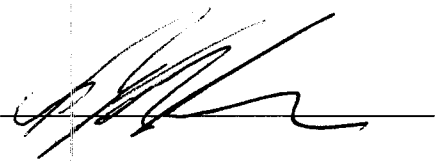
14.15. Non-Discrimination. The Redeveloper shall not discriminate against or segregate any person, a group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation of the sale, lease, sublease, rental,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

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

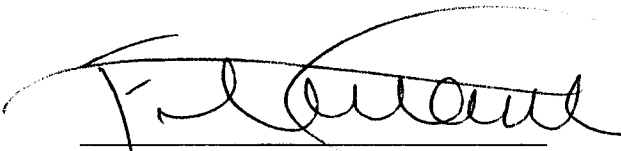
[SIGNATURES ON THE NEXT PAGE]

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

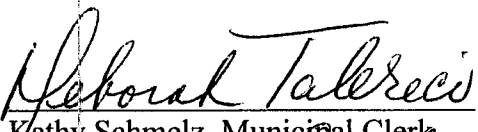

WITNESS:



**REDEVELOPER
FEM South Beach, LLC**


Mimi Feliciano, President

ATTEST:


Kathy Schmelz, Municipal Clerk

Deputy Clerk

THE CITY OF LONG BRANCH

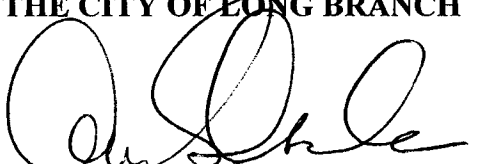

Hon. Adam Schneider, Mayor

EXHIBIT A

R# 226-13

**RESOLUTION APPROVING ASSIGNMENT OF REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF LONG BRANCH AND LONG BRANCH OCEAN
AVENUE, LLC, DATED MAY 27, 2010, TO FEM SOUTH BEACH, LLC**

WHEREAS, Long Branch Ocean Avenue, LLC ("Assignee") proposed a concept plan for the redevelopment of a portion of the Redevelopment Area known as Block 216, Lot 2, located at 320 Ocean Avenue (the "Property"); and

WHEREAS, the Property is located in the Beachfront South Sector of the Redevelopment Area and subject to the requirements of the Redevelopment Plan and Design Guidelines; and

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

WHEREAS, on April 13, 2010, Assignee appeared before the Mayor and Council of the City and the public and presented a proposal for the development of the Property; and

WHEREAS, the City determined that the proposed project was consistent with the Redevelopment Plan and Design Guidelines; and

WHEREAS, the City entered into a redevelopment agreement with Assignee, dated May 27, 2010 (the "Redevelopment Agreement"), which governed the redevelopment of the Property and memorialized the respective obligations of the parties with regard to proceeding with the redevelopment of the Property; and

WHEREAS, Assignees has not progressed with the redevelopment of the Property pursuant to the terms of the Redevelopment Agreement; and

WHEREAS, Assignee has entered into a contract to sell the Property to Ms. Mimi Feliciano; and

WHEREAS, Assignee has requested permission to assign the Redevelopment Agreement to Ms. Feliciano; and

WHEREAS, in connection with such request, Ms. Feliciano has provided documentation of her business, property and development interest, experience and history, her financial wherewithal, and her goals for the implementation of the redevelopment of the Property; and

WHEREAS, such information has been reviewed by City staff and consultants and has been reviewed by the Council; and

WHEREAS, the City deems such information to demonstrate that Ms. Feliciano, through a to be formed special purpose entity called FEM South Beach, LLC, has the financial capability and sufficient development experience to carry out the redevelopment of the Property.

NOW THEREFORE, be it resolved the by the Council of the City of Long Branch hereby authorizes and approves the assignment of the Redevelopment Agreement by and Between the City of Long Branch and Long Branch Ocean Avenue, LLC, dated May 27, 2010, to FEM South Beach, LLC, an entity to be owned and/or controlled by Mimi Feliciano.

MOVED: *Pallone*

SECOND: *Billings*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMEL, 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 *8-27-13*
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 *28th* DAY OF *August*, 20*13*
Kathy L. Schmell
MUNICIPAL CLERK, R.M.C.

EXHIBIT B

ASSIGNMENT OF REDEVELOPMENT AGREEMENT

FOR VALUE RECEIVED, the undersigned, **LONG BRANCH OCEAN AVENUE, L.L.C.**, having an address at 399 Monmouth Street, East Windsor, New Jersey 08520 (hereinafter designated as the "Assignor"), hereby assigns as of October 3, 2013, all of its right, title and interest in and to that certain Redevelopment Agreement dated May 27, 2010 between the City of Long Branch and Assignor (hereinafter referred to as the "Redevelopment Agreement") concerning the property located and situate in the City of Long Branch, County of Monmouth, State of New Jersey, known and designated on the Official Tax Map of the City of Long Branch as Block 216, Lot 2, to **FEM SOUTH BEACH LLC**, a New Jersey limited liability company, having an address of 2 Changebridge Road, Suite 201, Montville, New Jersey 07045 (hereinafter designated as the "Assignee").

Assignee hereby agrees to assume and hereby assumes all rights granted and all obligations imposed upon Assignor by the Redevelopment Agreement.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed as of the year and date first written above.

WITNESS:



Carrie M. Jones

ASSIGNOR:

LONG BRANCH OCEAN AVENUE, L.L.C.

By: _____


Carey Tafel
Manager

WITNESS:

ASSIGNEE:

FEM SOUTH BEACH LLC

By: _____

By:
Title:

ASSIGNMENT OF REDEVELOPMENT AGREEMENT

FOR VALUE RECEIVED, the undersigned, **LONG BRANCH OCEAN AVENUE, L.L.C.**, having an address at 399 Monmouth Street, East Windsor, New Jersey 08520 (hereinafter designated as the "Assignor"), hereby assigns as of October 22, 2013, all of its right, title and interest in and to that certain Redevelopment Agreement dated May 27, 2010 between the City of Long Branch and Assignor (hereinafter referred to as the "Redevelopment Agreement") concerning the property located and situate in the City of Long Branch, County of Monmouth, State of New Jersey, known and designated on the Official Tax Map of the City of Long Branch as Block 216, Lot 2, to **FEM SOUTH BEACH LLC**, a New Jersey limited liability company, having an address of 2 Changebridge Road, Suite 201, Montville, New Jersey 07045 (hereinafter designated as the "Assignee").

Assignee hereby agrees to assume and hereby assumes all rights granted and all obligations imposed upon Assignor by the Redevelopment Agreement.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed as of the year and date first written above.

WITNESS:

ASSIGNOR:

LONG BRANCH OCEAN AVENUE, L.L.C.

By: _____

Carey Tajfel
Manager

WITNESS:

ASSIGNEE:

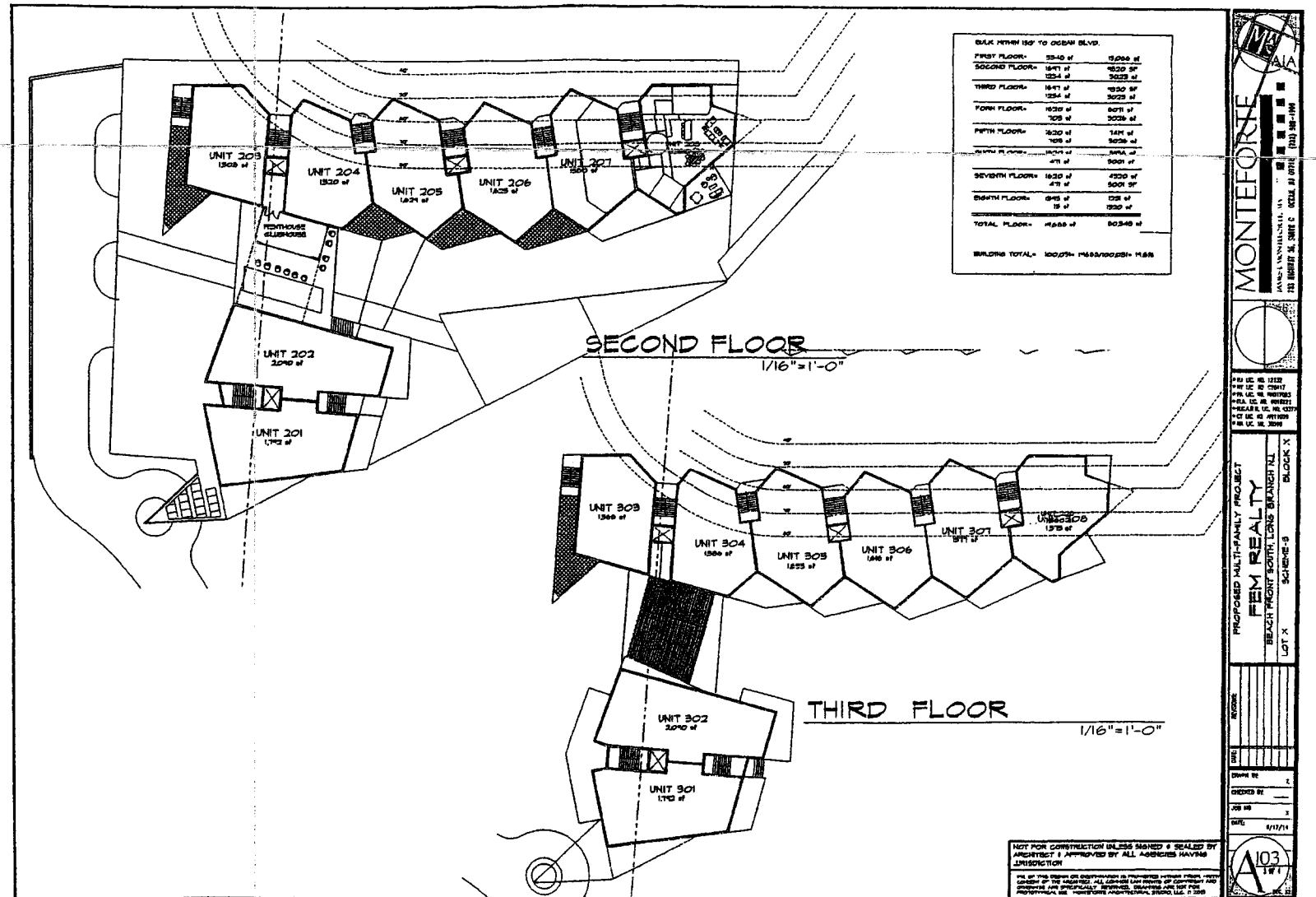
FEM SOUTH BEACH LLC

By: _____

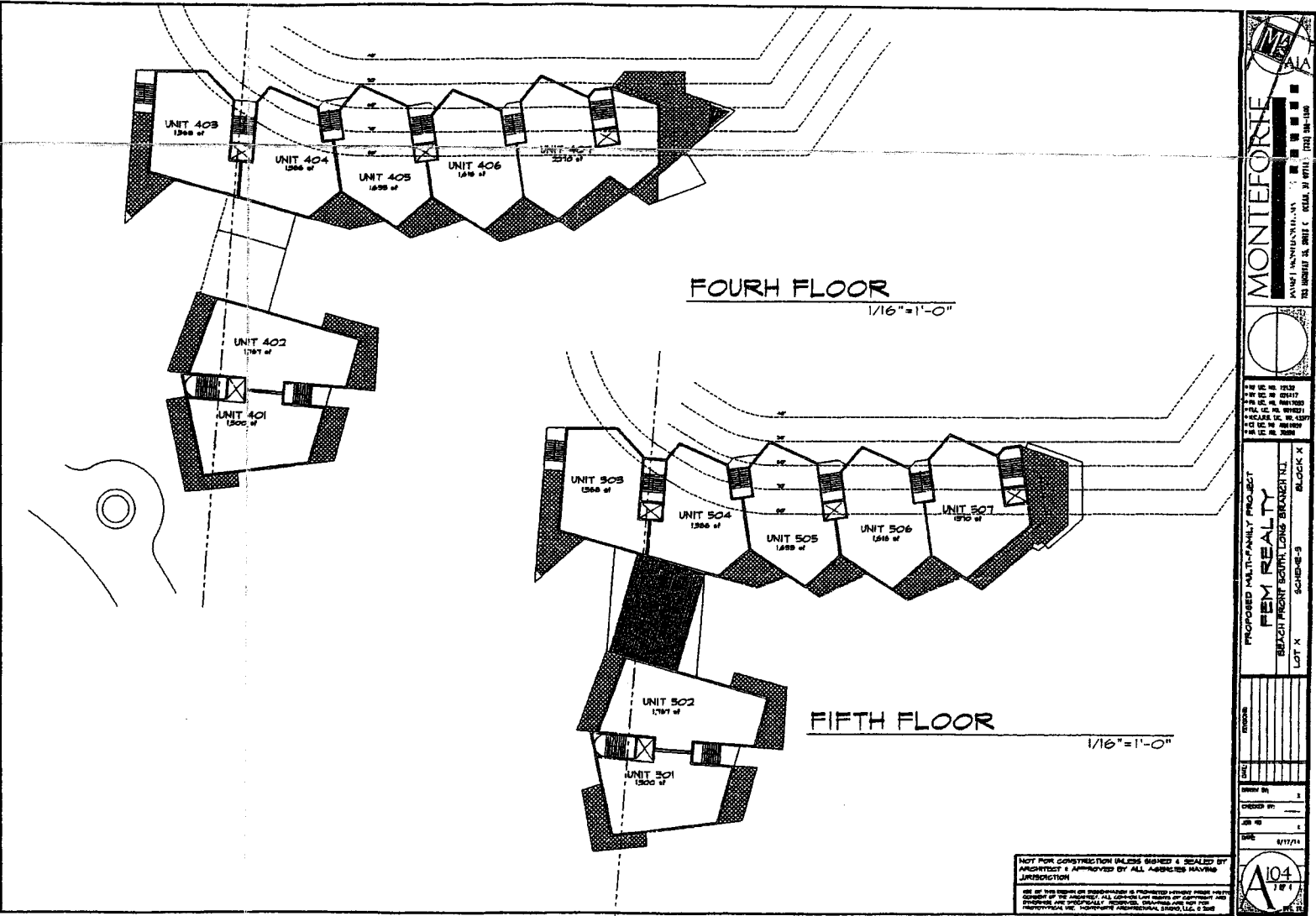
By: **MIMI TURCO FELICIANO**
Title: **MANAGER**

EXHIBIT C





DRAFT



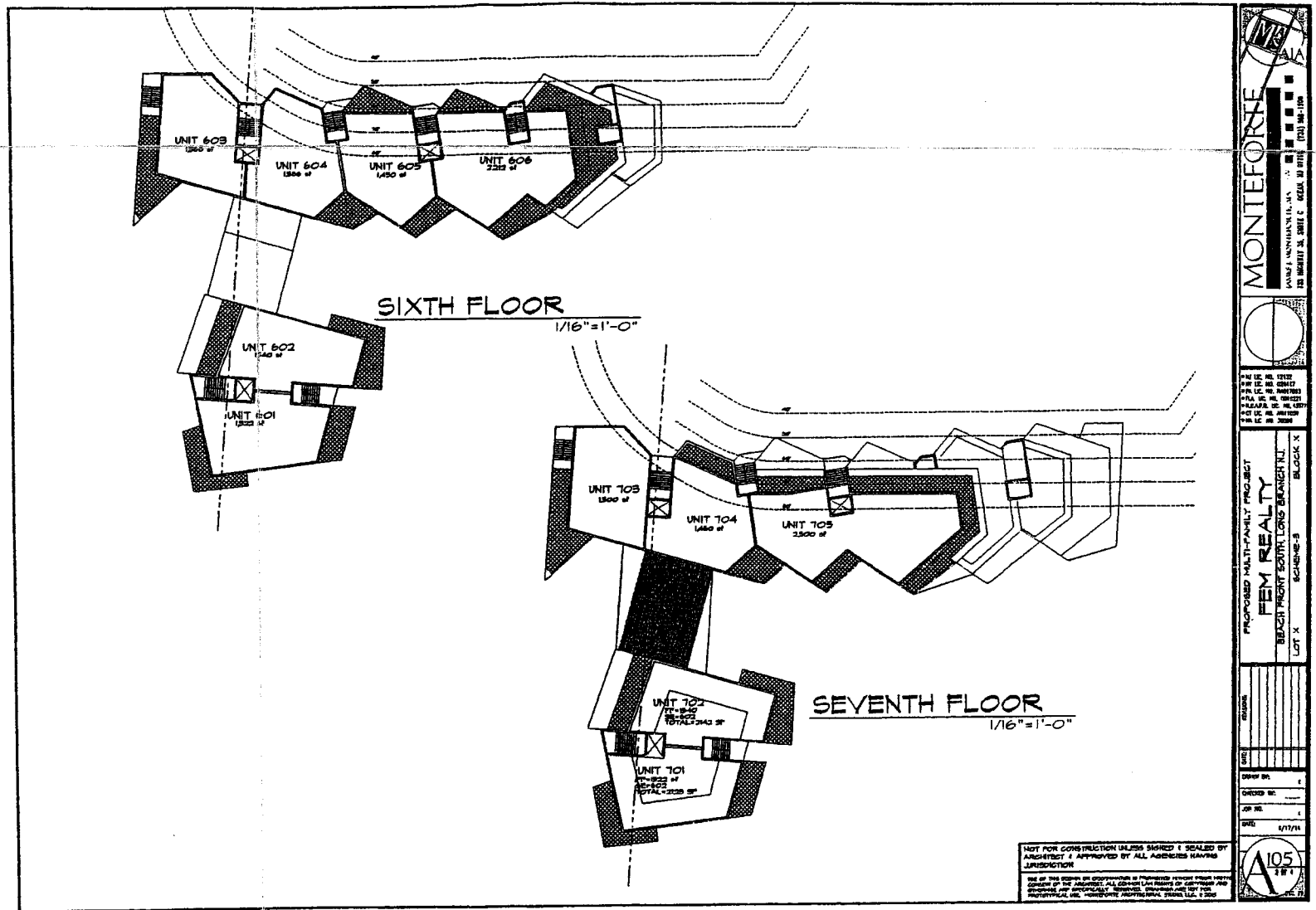
DRAFT

MONTEFORTE
100 MONTEFORT ST. SUITE 100
NEW YORK, NY 10001
TEL: 212 312 1000
FAX: 212 312 1001
WWW.MONTEFORTE.COM

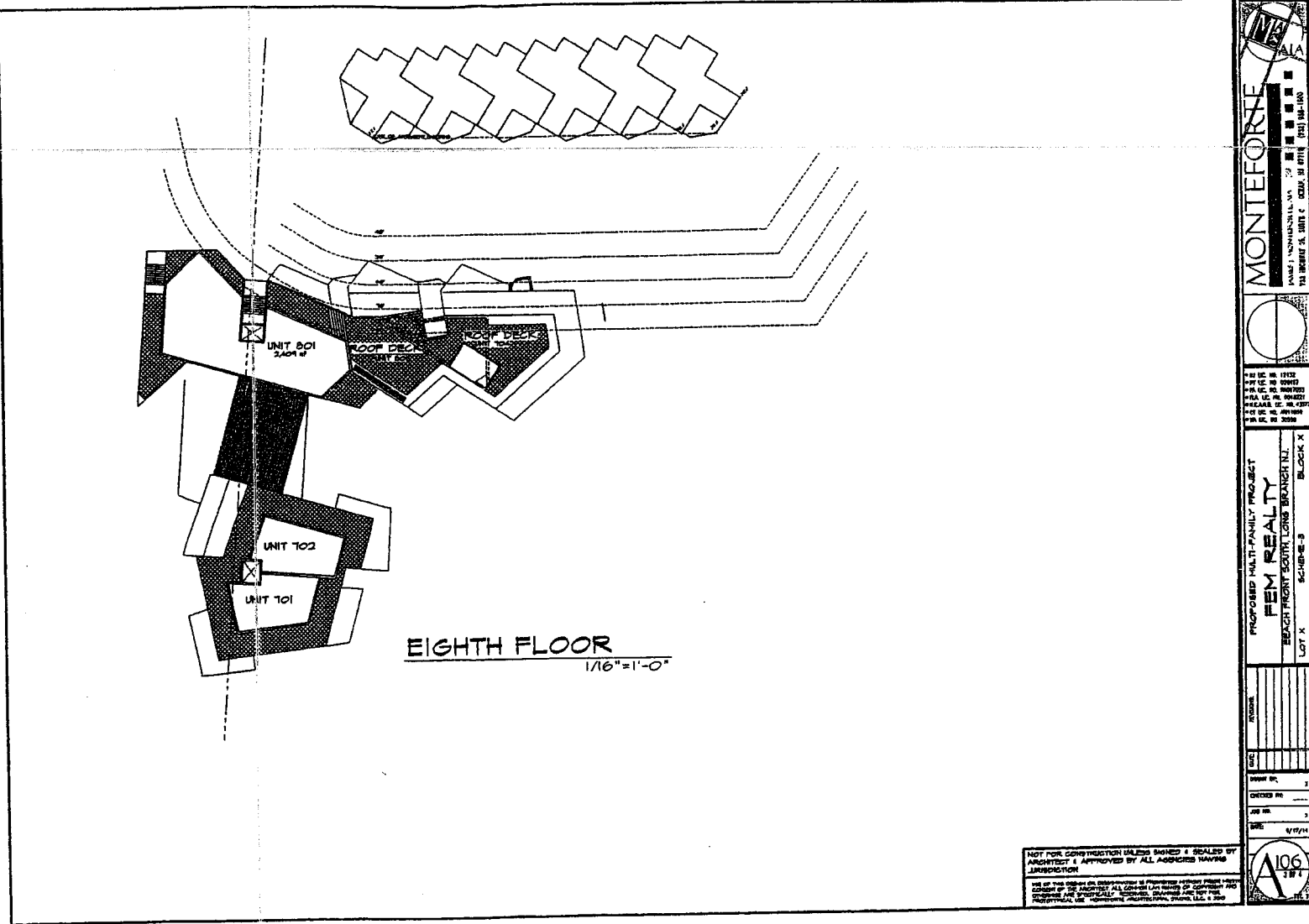
FEM REALTY
PROPOSED MULTI-FAMILY PROJECT
BRANCH FRONT SOUTH LONG BEACH BL
LOT X
SCHEME 3
BLOCK X

DATE: 6/17/14

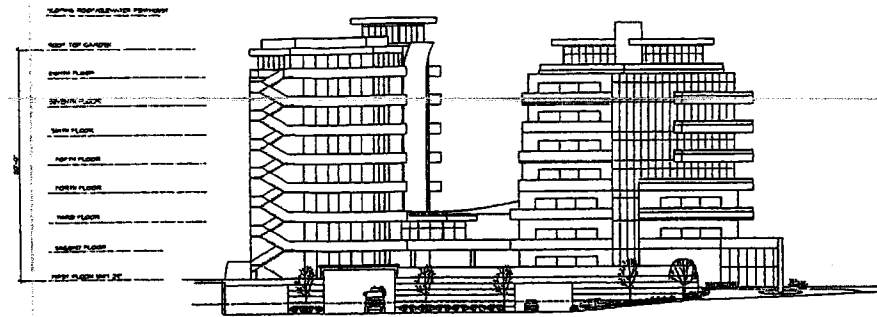
104



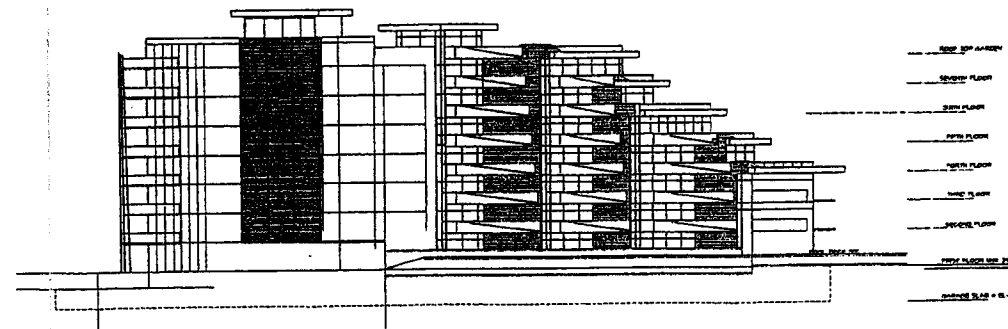
DRAFT



DRAFT



OCEAN BOULEVARD ELEVATION
1/8" = 1'-0"



CUT THROUGH @ PLAZA
1/8" = 1'-0"

NOT FOR CONSTRUCTION UNLESS SIGNED & SEALED BY
ARCHITECT & APPROVED BY ALL AGENCIES HAVING
JURISDICTION
USE OF THIS DRAWING OR INFORMATION IS PROHIBITED WITHOUT WRITTEN
CONSENT OF THE ARCHITECT. ALL AGENCIES, CONTRACTORS, AND
OTHERS ARE SPECIFICALLY REQUESTED TO OBTAIN WRITTEN
PERMISSION FROM THE ARCHITECT BEFORE REPRODUCING OR
TRANSMITTING IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR
MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY
INFORMATION STORAGE AND RETRIEVAL SYSTEM.

MONTEFORTE ARCHITECTURAL STUDIO
ARCHITECTS
132 BOWEN ST. SUITE C OCEANA RI 02881
(401) 944-1942

FEM REALTY
PROPOSED MULTI-FAMILY PROJECT
BEACH FRONT SOUTH LONG BEACH RD
LOT X SCHEME 3 BLOCK X

DATE: 6/1/2011

DESIGNED BY: 1
CHECKED BY: 1
DATE: 6/1/2011

A107
107

DRAFT

EXHIBIT D

PROPOSED PROJECT SCHEDULE

Phase	Commencement	Completion
Acquisition	October 2014	February 2015
Planning and Design	September 2014	Submitted
Submission of Site Plan	October 2014	January 2015
Site Preparation	April 2015	24 Months From Construction Start
Construction	April 2015	24 Months From Construction Start
Sales	Within 120 Days of DCA Approval	Two Years From Completion of Construction

EXHIBIT E

OWNERSHIP DISCLOSURE STATEMENT

A. Name of Redevelopment Entity:

FEM South Beach LLC

B. Principal Place of Business:

c/o FEM Real Estate LLC
2 Changebridge Road, Suite 201
Montville, New Jersey 07045

C. Incorporated in the State of:

New Jersey

D. Ownership:

The following represents the name and address of all stockholders or partners owning a 10% or greater interest in the above Redevelopment Entity.

<u>Name of Owner</u>	<u>Address</u>	<u>Percent Owned</u>
Mimi Feliciano	2 Changebridge Road, Suite 201 Montville, New Jersey 07045	100%

EXHIBIT F

5-Jun-14

UNITS	SQ. FOOT	COST PROJECTIONS			
		HARD COSTS	C/A @30%	LAND COSTS	COST PER UNIT
FIRST FLOOR		150.00 SQ. FT	150.00 SQ. FT	\$99.75	
101 - East	1508	\$226,200.00	\$67,860.00	\$150,423.00	\$444,483.00
102 - East	600	\$90,000.00	\$27,000.00	\$59,850.00	\$176,850.00
103 - East	1450	\$217,500.00	\$65,250.00	\$144,637.50	\$427,387.50
104 - East	1625	\$243,750.00	\$73,125.00	\$162,093.75	\$478,968.75
105 - East	1455	\$218,250.00	\$65,475.00	\$145,136.25	\$428,861.25
106 - East	1580	\$237,000.00	\$71,100.00	\$157,605.00	\$465,705.00
COND FLOOR					
201 - West	1750	\$262,500.00	\$78,750.00	\$174,562.50	\$515,812.50
202 - West	1550	\$232,500.00	\$69,750.00	\$154,612.50	\$456,862.50
203 - East	1508	\$226,200.00	\$67,860.00	\$150,423.00	\$444,483.00
204 - East	1520	\$228,000.00	\$68,400.00	\$151,620.00	\$448,020.00
205 - East	1629	\$244,350.00	\$73,305.00	\$162,492.75	\$480,147.75
206 - East	1625	\$243,750.00	\$73,125.00	\$162,093.75	\$478,968.75
207 - East	1580	\$237,000.00	\$71,100.00	\$157,605.00	\$465,705.00
208 - East	1580	\$237,000.00	\$71,100.00	\$157,605.00	\$465,705.00
THIRD FLOOR					
301 - West	1500	\$225,000.00	\$67,500.00	\$149,625.00	\$442,125.00
302 - West	1500	\$225,000.00	\$67,500.00	\$149,625.00	\$442,125.00
303 - East	1568	\$235,200.00	\$70,560.00	\$156,408.00	\$462,168.00
304 - East	1586	\$237,900.00	\$71,370.00	\$158,203.50	\$467,473.50
305 - East	1633	\$244,950.00	\$73,485.00	\$162,891.75	\$481,326.75
306 - East	1616	\$242,400.00	\$72,720.00	\$161,196.00	\$476,316.00
307 - East	1577	\$236,550.00	\$70,965.00	\$157,305.75	\$464,820.75
308 - East	1580	\$237,000.00	\$71,100.00	\$157,605.00	\$465,705.00
FOURTH FLOOR					
401 - West	1500	\$225,000.00	\$67,500.00	\$149,625.00	\$442,125.00
402 - West	1500	\$225,000.00	\$67,500.00	\$149,625.00	\$442,125.00
403 - East	1568	\$235,200.00	\$70,560.00	\$156,408.00	\$462,168.00
404 - East	1586	\$237,900.00	\$71,370.00	\$158,203.50	\$467,473.50
405 - East	1633	\$244,950.00	\$73,485.00	\$162,891.75	\$481,326.75
406 - East	1616	\$242,400.00	\$72,720.00	\$161,196.00	\$476,316.00
407 - East	2270	\$340,500.00	\$102,150.00	\$226,432.50	\$669,082.50
FIFTH FLOOR					
501 - West	1500	\$225,000.00	\$67,500.00	\$149,625.00	\$442,125.00

502 - West	1500	\$225,000.00	\$67,500.00	\$149,625.00	\$442,125.00
503 - East	1568	\$235,200.00	\$70,560.00	\$156,408.00	\$462,168.00
504 -East	1586	\$237,900.00	\$71,370.00	\$158,203.50	\$467,473.50
505 - East	1633	\$244,950.00	\$73,485.00	\$162,891.75	\$481,326.75
506 - East	1616	\$242,400.00	\$72,720.00	\$161,196.00	\$476,316.00
507 - East	1570	\$235,500.00	\$70,650.00	\$156,607.50	\$462,757.50

SIXTH FLOOR

601 - West	1500	\$225,000.00	\$67,500.00	\$149,625.00	\$442,125.00
602 - West	1500	\$225,000.00	\$67,500.00	\$149,625.00	\$442,125.00
603 - East	1568	\$235,200.00	\$70,560.00	\$156,408.00	\$462,168.00
604 - East	1586	\$237,900.00	\$71,370.00	\$158,203.50	\$467,473.50
605 - East	1450	\$217,500.00	\$65,250.00	\$144,637.50	\$427,387.50
606 - East	2212	\$331,800.00	\$99,540.00	\$220,647.00	\$651,987.00

SEVENTH FLOOR

701 -West	1941	\$291,150.00	\$87,345.00	\$193,614.75	\$572,109.75
702- West	1941	\$291,150.00	\$87,345.00	\$193,614.75	\$572,109.75
703 - East	1500	\$225,000.00	\$67,500.00	\$149,625.00	\$442,125.00
704 - East	1460	\$219,000.00	\$65,700.00	\$145,635.00	\$430,335.00
705 - East	2500	\$375,000.00	\$112,500.00	\$249,375.00	\$736,875.00

EIGHTH FLOOR

802- East	2409	\$361,350.00	\$108,405.00	\$240,297.75	\$710,052.75
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	77,733				
TOTAL SQ. FEET		\$11,659,950.00	3,497,985.00	\$7,753,866.75	
TOTAL REVENUE/COST					
NET REVENUE		\$11,659,950.00	UNIT COST		
		\$3,497,985.00	C/A COST		
		\$8,000,000.00	LAND COST		
		\$150,000.00	SOFT COSTS		
		\$1,500,000.00	PROF. FEES		
		\$1,375,000.00	CONST. MGMT.		
		\$625,000.00	FINANCING INT.		
		\$2,440,500.00	COMMISSIONS		
		\$2,703,540.00	PARKING GARAGE @38,622 SQ. FT		
		\$1,857,120.00	EXTERIOR PATIOS		
		\$304,000.00	TERRACE/POOL		
		\$1,705,654.75	5% Cont		

\$35,818,749.75

=====

RESOLUTION 261-14

**RESOLUTION AUTHORIZING HOWARD WOOLLEY AS BUSINESS ADMINISTRATOR TO EXECUTE
A CONSULTING AGREEMENT WITH THE INSURANCE OFFICE OF AMERICA FOR CONSULTING
SERVICES WITH THE CITY OF LONG BRANCH**

WHEREAS, Insurance Office of America (I.O.A.) through their representative, Christopher Labrecque, CIC is a licensed professional in the State of New Jersey and;

WHEREAS, Christopher Labrecque has provided consulting services to the City of Long Branch for employee group benefits for many years and;

WHEREAS, the City of Long Branch wishes to obtain the assistance of I.O.A with respect to strategic benefit planning, design, funding, administration and communication with respect to its employee benefits programs and;

WHEREAS, the consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans and;

WHEREAS, the City of Long Branch has saved significant sums of money over the years based upon the consulting services provided by Christopher Labrecque and I.O.A. and;

WHEREAS, funds are available in an amount not to exceed \$150,000.00 as certified to by the Chief Financial Officer of the City of Long Branch in account number 4-01-033-555 and;

WHEREAS, it is in the best interest of the City of Long Branch and its citizens to retain competent, professional consulting services to assist the City of Long Branch in obtaining the best rates for its employee benefits group insurance policies;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Long Branch, that Howard Woolley, the Business Administrator of the City of Long Branch being the same hereby is authorized to execute the Employee Benefits Group Consulting Agreement annexed hereto and made a part hereof this Resolution;

NOW, THEREFORE, BE IT FURTHER RESOLVED that Howard Woolley shall obligate the City of Long Branch to the terms of the Agreement which shall not exceed \$150,000.00 for the consulting services provided thereunder.

MOVED: *Billings*

SECONDED: *Bastell*

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, DEBORAH L. TALERICO, DEPUTY MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 10-28-17
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF OCTOBER 2017
Deborah Talerico
DEPUTY MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

INSURANCE CONSULTANT

Said contract being made as follows:

INSURANCE OFFICE OF AMERICA \$ 150,000.00

Said funds being available in the form of:

APPRO. # 4-01-033-555 \$150,000.00

*



Michael Martin, Chief Financial Officer

Date

Insurance Office of America



Employee Benefits Group-Consulting Agreement

Client Name: City of Long Branch
Employee Benefits Consultant Name: Christopher Labrecque, Managing Partner- Employee Benefits Group
Effective Date of Agreement: 1/1/14

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between the City of Long Branch, hereinafter referred to as "Client" and Insurance Office of America, hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be provided by Consultant

Consultant will provide Client with consulting and brokerage services for the following compensation and benefit programs listed below:

- Corporate Human Resources Services
- Legal Counsel on Staff
- Health Advocate Services-Clinical Expertise
- Wellness Strategy and Committee Chairmanship
- Employee Communications
- Compliance Audits
- Technology Solutions
- Benchmarking Analysis
- Dedicated Account Management Team
- Reporting Analysis

Renewal

- Analyze and negotiate renewals with vendors
- Review vendor renewal methodology, experience data and assumptions for accuracy and logic
- Compare vendor renewal with IOA projections
- Develop and present alternative plan designs and provisions with associated financial and member impact analysis
- Finalize program design, rates, and fees
- Prepare an accurate renewal document with recommendations for delivery to senior management (as needed)

Marketing

- Develop plan specification based on feedback from strategic planning meeting
- Determine list of vendors best suited to meet plan goals and objectives
- Develop vendor performance guarantees with monetary penalties, as necessary
- Assist in the review of current electronic data transfer processes with vendors when needed
- Perform evaluation of census data, network service areas and administrative needs
- Evaluate carrier client support services
- Evaluate vendor financial ratings and accreditation
- Review provider network accessibility/ employee match
- Perform critical analysis and comparison of plan features and costs
- Assist in the scheduling of selected finalist site visits
- Conducting finalist negotiations
- Prepare and submit a summary report with recommendations to management
- Assist in notification of all bidders as to the final outcome

Strategic Planning

- Assist in defining and prioritizing strategic health and welfare plan objectives
- Assist in the evaluation of internal technical capabilities to determine increased/ improved applications for administrative processes
- Identify underperforming vendor relationships
- Assess carrier and vendor customer service levels
- Develop project action timelines
- Periodic review of employee demographics
- Discuss relevant benchmarking data

Financial Analysis

- Perform financial review and analysis of experience reports when applicable
- Assess current funding arrangements for appropriateness and make recommendations as needed
- Evaluate current costs of benefits versus effectiveness of plan design
- Review managed care expense and administrative service fees where applicable
- Analyze utilization data and cost containment results of medical management
- Evaluate excess loss coverage, when applicable
- Prepare experience reviews as directed
- Assist in developing appropriate employee contribution levels
- Perform trend analysis from available diagnostic and normative data when carrier data is available.

Annual Enrollment

- Assist in the planning of meetings, round tables, and health seminars
- Provide partnership on delivering a comprehensive communication strategy
- Introduce workable technology solutions for communications and enrollments when needed
- Coordinate vendor sponsored communication material and representation

Compliance

- Provide Legislative updates as needed
- Provide signature ready Form 5500's if applicable
- Provide access to periodic web casts compliance or educational sessions.

Account Management Services

- Serve as liaison between the client and all insurance companies/ vendors
- Monitor administrative process and assist in the smooth resolution of elevated issues
- Act as an employee/employer advocate in the resolution of ongoing claims issues
- Audit, confirm, and manage all changes in legal documents (contracts, policies, SPD's, etc.)
- Set and monitor vendor goals and performance and report findings at quarterly meetings
- Review plan performance as directed
- Identify and monitor potential catastrophic claims (Large Group)
- Review large claims management activity
- Review network utilization

2. Disclosure and Recordkeeping

- A. **Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. **Recordkeeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. **Term.** This initial term of this Agreement shall be one year, commencing on [insert start date] and ending [insert date] ("Initial Term"). Thereafter, this Agreement will remain in effect until terminated as described below.
- B. **Termination.** This Agreement may be terminated by either party only as follows:
 - a. Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
 - b. Effective upon six (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
 - c. By mutual written agreement of the parties.

4. Cost of Services

Consultant professional fees are based upon time expended by specific individuals. The fees do not include out-of-pocket expenses, including expenses related to travel outside of the state. Client agrees to pay Consultant professional fees as outlined in Exhibit 1. These annual fees are payable in quarterly installments and Consultant agrees to submit invoices to Client on a quarterly basis. Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client. Such programs and services may include, but not be limited to, retiree medical plans, special employee surveys, employee communication materials, and long-term care insurance.

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:

Christopher Labrecque
Timothy Fitzpatrick
Christine Rush
Margaret Fitzgerald

Additional Key Resources:

Jenifer Miceli, Compliance Manager
Laurie Cordone, Compliance Asst.

6. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

7. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2.

8. Independent Contractor

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded. Subsequent amendments to this Agreement shall only be in writing signed by both parties.

City of Long Branch

Howard Woolley, City Business Administrator

Name/ Title

Signature

Date:

Insurance Office of America

Christopher Labrecque, Managing Partner – Employee Benefits Group

Name/ Title

Signature

Date:

Exhibit 1

City of Long Branch Fee Agreement:

Scope of Services Cost encompassing time period of 1/1/14- 12/31/14

Four installments of \$37,500 payable prior to 12/31/14.

R# 262-14

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO
ENTER INTO AN INTERLOCAL SERVICE AGREEMENT FOR
REPAIR OF CITY HALL PARKING LOT
344 BROADWAY LONG BRANCH NEW JERSEY
WITH THE COUNTY OF MONMOUTH**

WHEREAS, the City of Long Branch has a need to repair the City Hall parking lot to maintain the parking needs of the residents, taxpayers and employees of the City of Long Branch; and

WHEREAS, Fred Migliaccio, Director of Public Works, has inspected the City Hall parking lot and compared repair pricing from other qualified contractors. The Public Works Director has recommended that the City repair the parking lot by way of an Interlocal Service Repair Agreement; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form hereto attached, those funds are available for this agreement in the **Capital City Wide Paving, Appropriation Line Item #C-04-109-601, in an amount not to exceed \$23,283.92.**

WHEREAS, entering into an Interlocal Service Repair Agreement with the County of Monmouth to maintain the City Hall parking lot needs, is in the best interest of the citizens and taxpayers of the City of Long Branch:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes the Mayor to enter into an Interlocal Service Repair Agreement with the **County of Monmouth**, for the repair of City Hall parking lot 344 Broadway Long Branch, New Jersey, as well as any and all additional documents that are require to effectuate the purpose of this resolution and the agreement.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, DEBORAH L. TALERICO, DEPUTY MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 10-28-14
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 29th DAY OF OCTOBER, 2014
Deborah L. Talerico
DEPUTY MUNICIPAL CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**INTERLOCAL AGREEMENT MONMOUTH COUNTY PAVING MILLING A
SECTION OF CITY HALL PARKING**

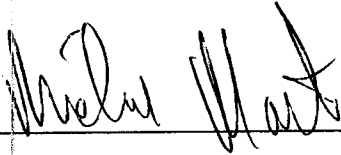
Said contract being made as follows:

COUNTY OF MONMOUTH \$ 23,283.92

Said funds being available in the form of:

CAPITAL CITY WIDE PAVING APPRO. # C-04-109-601 \$23,283.92

*



Michael Martin, Chief Financial Officer

Date



Monmouth County Public Works Work Orders Details

Work Order Number 029301

Division HIGHWAY

WO Number 029301

Issue Shared Services

Activity Paving

Address #

Route

Intersecting Route

Road Number

Township LONG BRANCH

Location Highway District # 3

Details ESTIMATE

Notes POLICE DEPARTMENT PARKING LOT

District 2

Entered By holmesd

Priority High

Assigned To Donald Holmes

Referred to Drainage No

Requested By

Signal Code

Section Number

CIP Number

Entry Date 9/4/2014 10:45:56 AM

Labor (Actual)

Start Date	ID	Last Name	Activity	Notes	ST	ST Cost	OT1.5	OT1.5 Cost	OT 2x	OT 2x Cost	Total Hours	Cost
09/04/2014	003L-DIR	RUGGIERO	Admin Paper Work	POLICE DEPARTMENT PARKING LOT	1.00	\$12.50	0.00	\$0.00	0.00	\$0.00	1.00	\$12.50
09/04/2014	00241	Crespo	Paving	POLICE DEPARTMENT PARKING LOT	2.00	\$25.00	0.00	\$0.00	0.00	\$0.00	2.00	\$25.00
09/04/2014	216L-HWY	White	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$115.38	0.00	\$0.00	0.00	\$0.00	8.00	\$115.38
09/04/2014	154L-HWY	Hanisch	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$146.15	0.00	\$0.00	0.00	\$0.00	8.00	\$146.15
09/04/2014	196L-HWY	Reichel	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$172.32	0.00	\$0.00	0.00	\$0.00	8.00	\$172.32
09/04/2014	193L-HWY	Prichard	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$130.77	0.00	\$0.00	0.00	\$0.00	8.00	\$130.77
09/04/2014	214L-HWY	Watts	Paving	POLICE	8.00	\$161.54	0.00	\$0.00	0.00	\$0.00	8.00	\$161.54

09/04/2014	113L-HWY	Brown	Paving	PARKING LOT POLICE DEPARTMENT PARKING LOT	8.00	\$132.53	0.00	\$0.00	0.00	\$0.00	8.00	\$132.53
09/04/2014	132L-HWY	Duffy	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$191.04	0.00	\$0.00	0.00	\$0.00	8.00	\$191.04
09/04/2014	157L-HWY	Holmes	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$184.62	0.00	\$0.00	0.00	\$0.00	8.00	\$184.62
09/04/2014	211L-HWY	Walling	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$213.22	0.00	\$0.00	0.00	\$0.00	8.00	\$213.22
											Labor Cost	\$1,485.07
											Total Hours	75.00

Labor Cost Breakdown

Standard Hours Cost: \$1,485.07 Overtime 1.5 Cost: \$0.00 Overtime Double Time Cost: \$0.00

Equipment (Actual)

Start Date	ID	Model	Activity	Notes	Total Usage	Cost
09/04/2014	TRK T-10	TANDEM DUMP	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$691.20
09/04/2014	3925-HW Y	333DT SKIDSTEER	Paving	POLICE DEPARTMENT PARKING LOT	4.00	\$180.00
09/04/2014	TRK T-24	TANDEM DUMP 7600 SFA 6X4	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$691.20
09/04/2014	S-9	STREET SWEEPER	Paving	POLICE DEPARTMENT PARKING LOT	2.00	\$273.30
09/04/2014	TRK 321	RAM 1500 4X4	Paving	POLICE DEPARTMENT PARKING LOT	1.00	\$18.00
09/04/2014	0427-HW Y	AP665D PAVER	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$2,200.00
09/04/2014	TRK 1515	ROLLER	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$367.20
09/04/2014	TRK T-23	TANDEM 7600 SFA 6x4	Paving	POLICE DEPARTMENT PARKING LOT	8.00	\$691.20
09/04/2014	TRK 525	UTILITY BODY	Paving	POLICE DEPARTMENT PARKING LOT	2.00	\$79.70
09/04/2014	TRK T-200	5900i SBA 6x4	Paving	POLICE DEPARTMENT	1.00	\$105.70

09/04/2014	1016-HW Y	ROLLER	Paving	PARKING LOT POLICE DEPARTMENT PARKING LOT	8.00	\$260.00
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Equipment Cost	\$5,557.50
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Material (Actual)

Start Date	ID	Description	Activity	Notes	Quantity	Cost
09/04/2014	002M-PW	FUEL-DIESEL	Paving	POLICE DEPARTMENT PARKING LOT	205.00 gal	\$632.51
09/04/2014	115M-HWY	TACK OIL	Paving	POLICE DEPARTMENT PARKING LOT	10.00 drum	\$485.00

Material Cost	\$1,117.51
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Other (Actual)

Start Date	Vendor	Activity	Notes	Other Cost	Cost
					\$0.00

Attachments

Date Time	Attachment	Group	Notes
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Total Cost Actual	\$8,160.08
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Monmouth County Public Works Work Orders Details

Work Order Number 029299

Division	HIGHWAY	District	2	Entry Date	9/4/2014 10:12:52 AM
WO Number	029299	Entered By	holmesd	Priority	High
Issue	Shared Services	Assigned To	Donald Holmes		
Activity	Pavement Milling	Referred to Drainage	No	Requested By	
Address #		Signal Code			
Route					
Intersecting Route					
Road Number		Section Number			
Township	LONG BRANCH	CIP Number			
Location	Highway District # 3				
Details	ESTIMATE				
Notes	POLICE DEPT.PARKING LOT MILLING				

Labor (Actual)

Start Date	ID	Last Name	Activity	Notes	ST	ST Cost	OT1.5	OT1.5 Cost	OT 2x	OT 2x Cost	Total Hours	Cost
09/04/2014	003L-DIR	RUGGIERO	Admin Paper Work		1.00	\$12.50	0.00	\$0.00	0.00	\$0.00	1.00	\$12.50
09/04/2014	00241	Crespo	Pavement Milling		8.00	\$100.00	0.00	\$0.00	0.00	\$0.00	8.00	\$154.01
09/04/2014	154L-HWY	Hanisch	Pavement Milling		8.00	\$146.15	0.00	\$0.00	0.00	\$0.00	8.00	\$225.09
09/04/2014	196L-HWY	Reichel	Pavement Milling		8.00	\$172.32	0.00	\$0.00	0.00	\$0.00	8.00	\$265.39
09/04/2014	214L-HWY	Watts	Pavement Milling		8.00	\$161.54	0.00	\$0.00	0.00	\$0.00	8.00	\$248.79
09/04/2014	113L-HWY	Brown	Pavement Milling		8.00	\$132.53	0.00	\$0.00	0.00	\$0.00	8.00	\$204.11
09/04/2014	132L-HWY	Duffy	Pavement Milling		8.00	\$191.04	0.00	\$0.00	0.00	\$0.00	8.00	\$294.22

09/04/2014	157L-HWY	Holmes	Pavement Milling	8.00	\$184.62	0.00	\$0.00	0.00	\$0.00	8.00	\$284.34
09/04/2014	211L-HWY	Walling	Pavement Milling	8.00	\$213.22	0.00	\$0.00	0.00	\$0.00	8.00	\$328.38

Labor Cost

\$2,016.83

Total Hours

65.00

Labor Cost Breakdown

Standard Hours Cost: \$1,313.92

Overtime 1.5 Cost: \$0.00

Overtime Double Time Cost: \$0.00

Equipment (Actual)

Start Date	ID	Model	Activity	Notes	Total Usage	Cost
09/04/2014	TRK T-10	TANDEM DUMP	Pavement Milling		8.00	\$691.20
09/04/2014	MT19	MILLER MACHINE	Pavement Milling		8.00	\$3,970.00
09/04/2014	3925-HWY	333DT SKIDSTEER	Pavement Milling		8.00	\$360.00
09/04/2014	TRK T-24	TANDEM DUMP 7600 SFA 6X4	Pavement Milling		8.00	\$691.20
09/04/2014	S-9	STREET SWEEPER	Pavement Milling		6.00	\$819.90
09/04/2014	TRK 321	RAM 1500 4X4	Pavement Milling		8.00	\$144.00
09/04/2014	TRK T-300	M915A2 Miller	Pavement Milling		1.00	\$105.70
09/04/2014	TRK T-23	TANDEM 7600 SFA 6x4	Pavement Milling		8.00	\$691.20
09/04/2014	TRK 525	UTILITY BODY	Pavement Milling		5.00	\$199.25

Equipment Cost

\$7,672.45

Material (Actual)

Start Date	ID	Description	Activity	Notes	Quantity	Cost
09/04/2014	002M-PW	FUEL-DIESEL	Pavement Milling		140.00 gal	\$431.96

Material Cost

\$431.96

Other (Actual)

Start Date	Vendor	Activity	Notes	Other Cost	Cost
					\$0.00

Attachments

Date Time	Attachment	Group	Notes
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Total Cost Actual	\$10,121.24
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R# 264-14

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Billings

SECONDED: Bastelli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 10-28-14
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 29th DAY OF OCTOBER 2014
Kathy L. Schmell
MUNICIPAL CLERK, R.M.C.

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of October 28, 2014. 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 and 4:30 P.M. Monday through Friday.

Action Flag Co.	American Flags for Parks - Parks		309.94	
Ansell, Grimm, & Aaron	Legal Services Rendered - General Litigation & Tax Appeals - May & June 2014	*	121.00	Pymt# 24
Ansell, Grimm, & Aaron	Legal Services Rendered - General Litigation & Tax Appeals - September 2014	*	18,886.00	Pymt# 8-10
Ansell, Grimm, & Aaron	Legal Services Rendered - Retainer - September 2014	*	2,500.00	Pymt# 3
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Matters - September 2014		9,534.00	Pymt# 3
AT&T	Telephone Service - Bills Dated 09/16, 09/21, 09/22, & 09/24/12 - Various Departments	*	174.39	
AT&T	Telephone Service - Bills Dated 09/28 & 09/30/14 - Central & Fire	*	2,125.01	
Atlantic Plumbing Supply Corp.	Plumbing Supplies & Miscellaneous Parts for Fire Pumps & Air Compressors - Municipal Garage & Fire		131.96	
Atlantic Security & Fire, Inc.	Quarterly Monitoring - 10/01 through 12/31/14 - Public Facilities		150.00	
Barnabas Health Corp. Care	Hepatitis B Vaccine for Police Officers - Health		324.00	
Beverly Baxter	Ceramic Instruction - September & October 2014 - Senior Center		1,187.50	
Boro Printing, Inc.	No Parking Signs - Police		457.50	
Broomall String Band	Band for Columbus Day Parade - Columbus Day Celebrations	*	2,675.00	
Bullet Lock & Safe Co., Inc.	Miscellaneous Keys and Locks for Vehicles - Traffic, Public Works & Recreation		203.80	
Cablevision Lightpath, Inc.	Fiber Lease - 10/01 - 10/31/14 - IT		1,500.00	Pymt# 4
City of Long Branch	Credit for Refund of Tax Overpayments - Resolution #255-14	*	7,187.60	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	21,507.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	31,360.25	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	174,074.34	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	334,013.13	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Date 10/10/14	*	874,461.81	
City of Long Branch Payroll Agency Account	Payroll Dated 10/10/14	*	838,752.23	
City of Long Branch Payroll Agency Account	Payroll Dated 10/10/14 - FICA/Medicare	*	35,709.58	
Complete Security Systems, Inc.	Central Station Monitoring & Batteries - 10/01 through 12/31/14 - Public Facilities & Senior Center		170.00	
Conte's Car Wash, Inc.	Car Wash - September 2014 - Various Departments		593.75	
Cooper Electric Supply Co.	Parts for Tire Machine - Municipal Garage		44.38	
D.W. Smith Associates, LLC	Professional Services Rendered - Turf Field Replacement - September 2014		1,102.50	Pymt# 5
Daniel Vecchiano - Festival Band	Band for Columbus Day Parade - Columbus Day Celebrations	*	1,750.00	
Difrancesco, Bateman, Coley, Yospin, et al	Professional Services Rendered - Tax Appeals - August & September 2014		9,750.58	Pymt# 1 & 2
DMS&D Associates	Sorbital GM25 & GM40 Absorbent - Municipal Garage		1,312.00	
Edwards Tire Co., Inc.	Tires for Police Vehicles - Municipal Garage		1,238.30	
Equipment Marketers	Service/Repair of Fire House Washer - Fire		332.50	
Eric Reisher	Technical Support Service - September 2014 - Long Branch Cable Commission		175.00	
F&C Automotive	Vehicle Parts for Public Works & Sanitation Vehicle - Municipal Garage		1,059.70	
Fax Express	Fax Machine Maintenance Renewal - 11/08/14 through 11/07/15 - Planning & Zoning		230.00	
FRA Technologies	Support Maintenance Contract for Computer Software - 12/01/14 through 11/30/15 - Health		1,200.00	
Freehold Ford, Inc.	Power Window Switches for Police Vehicle & Connector for Vehicle - Municipal Garage		129.66	
Gann Law Books	2015 Edition of NJ Court Rules - Municipal Court		244.50	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Gerald Carroll	Reimbursement for E-Mail & Web Hosting - 10/05 through 01/05/14 - IT	51.78	
Gloria Winnick	Reimbursement of Mileage - Administration	61.04	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - September 2014	3,577.50	Pymt# 3
Hilsen Pest Control, LLC	Integrated Pest Control - October 2014 - Health	410.00	
Home Depot Credit Services	Various Parts & Materials - Municipal Garage & Public Facilities	1,369.76	
Howard Woolley	Reimbursement of Out of Pocket Expenses - Administration	120.08	
Hunter Jersey Peterbilt	Fuel Caps for Fire Pumps - Fire	138.74	
JAMM Printing	Taxi-Cab Licenses for 2015 - City Clerk	170.00	
Jeffrey Gripaldi	Police Investigation Funds - Police	* 900.00	
Jersey Central Power & Light	Electric Service - Bills Dated 08/02 through 10/01/14 - Various Departments	* 51,720.21	
Jersey Central Power & Light	Electric Service - Bills Dated 08/29 through 09/29/14 - Street Lighting	* 291.74	
John Luckenbill - Italian Marching Band	Band for Columbus Day Parade - Columbus Day Celebrations	* 900.00	
John Luckenbill - Shore Brass Band	Band for Columbus Day Parade - Columbus Day Celebrations	* 1,050.00	
Joseph Fazzio-Wall, LLC	Parts for Fire Pumps - Fire	185.29	
Konica Minolta Business Solutions USA, Inc.	3rd Quarter 2014 Maintenance - Building & Development	907.50	Pymt# 3
Lexis Nexis Risk & Information	2014 Accruint License - July 2014 - Police	* 50.00	
Liberty Paper & Janitorial Supply	Janitorial Supplies for Fire Department - Fire	125.70	
Lisa Gall	Services for "Community Connections" Camera Operator - Long Branch Cable Commission	100.00	
Lois A. Petrella	Refund of Tax Overpayments - Resolution #254-14	* 2,900.78	
Long Branch High School Band	Band for Columbus Day Parade - Columbus Day Celebrations	* 600.00	
Long Branch Sewer Authority	Tax Sale Proceeds - Principal & Interest	* 97,049.43	
Mazza & Sons, Inc.	Recycling of Tires, Concrete, & Bulky Waste - Recycling/Disposal of Waste	15,304.94	
Melrose Blackhawks	Band for Columbus Day Parade - Columbus Day Celebrations	* 1,300.00	
Memphis Equipment	Relay Starters for Public Works & Beach Vehicles - Municipal Garage	217.66	
MGL Printing Solutions	Business Cards & Fire Stamp - Finance & Fire	* 133.00	
MGL Printing Solutions	Delinquent Notices for Taxes & Tax Sale Certificates - Tax Collector	673.80	
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Retainer - Zoning Board - September 2014	500.00	Pymt# 9
Monmouth Regional High School Band	Band for Columbus Day Parade - Columbus Day Celebrations	* 500.00	
Monmouth-Ocean Development Council	MODC Membership Dues - 09/01/14 through 08/31/15 - Administration	250.00	
New Jersey American Water Company	Water Service - Bills Dated 08/26 through 09/24/14 - Parks & Hydrants	* 16,644.12	
New Jersey American Water Company	Water Service - Bills Dated 09/06 through 10/09/14 - Various Departments	* 1,485.36	
New Jersey Motor Vehicle	Title for Cargo Trailer - Municipal Garage	* 60.00	
New Jersey Motor Vehicle	Titles for Public Works Vehicles - Public Works	* 315.00	
NJAFP, Carol Schwar	Registration & One Year Membership - Health	65.00	
Northwind Mechanical Systems, Inc.	Service HVAC Unit at City Hall - Public Facilities	170.00	
Ocean Township High School Band	Band for Columbus Day Parade - Columbus Day Celebrations	* 600.00	
Party Fair	Supplies for Halloween Party - Senior Center	294.43	
Perry's Trophy Co.	Plates & Screws - Police	58.00	
Pipes & Drums of the Atlantic Watch	Band for Columbus Day Parade - Columbus Day Celebrations	* 1,500.00	
Pitney Bows	Ink for Postage Machine - Tax Collector	59.59	
Scoles Floorshine Industries	Janitorial Supplies for City Hall & Senior Center- Public Facilities	567.01	
Seaboard Welding Supply, Inc.	Compressed Argon, Oxygen & Cylinders of Propane - Welding Supplies - Municipal Garage	1,315.33	
Shore Regional High School Band	Band for Columbus Day Parade - Columbus Day Celebrations	* 600.00	
Siperstein's	Paint for Snow Plows - Municipal Garage	228.00	
Skip's Sports	Soccer Uniforms for Traveling Youth Soccer Team - Recreation	1,041.00	
Sunrise Systems, Inc.	Time and Attendance Software - 2014 - Comptroller	20,000.00	
Thomson Reuters - West	Subscription Renewal - Purchasing	72.00	
Train's Towers, Inc.	Bird Diverters & Installation - Police	1,595.29	
Treasurer, County of Monmouth	Tipping Fees & Taxes - September 2014 - Recycling/Disposal of Waste	88,229.74	
Treasurer, State of NJ	Marriage License Surcharge - Health	* 1,875.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Treasurer-State of NJ	NJ Dept. of Environmental Protection Vehicle Registration - Recycling	72.00	
United Parcel Service	Shipping Charges - Police	15.88	
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - General Redevelopment - September 2014	4,975.00	Pymt# 3
Verizon	Telephone Service - Bills Dated 10/01 & 10/05/14 - Central & Fire	* 11,312.96	
Verizon Communications	Telephone Service - Bills Dated 09/25/14 - Central	* 49.99	
W.B. Mason Co., Inc.	Office Supplies - Various Departments	441.82	
W.W. Grainger, Inc.	Dock Bumper for Trailer - Municipal Garage	34.50	
WE Timmerman Co., Inc.	Parts for Public Works Vehicles - Municipal Garage	949.45	
Whitemarsh Corporation	Power Supply for Key Encoder for Public Works Gas Tanks - Municipal Garage	450.80	
Y-Pers	Sterilized Polo Rags for City Hall - Public Facilities	119.00	
TOTAL CURRENT		<u>2,713,434.13</u>	

Caruso Excavating Company	Elberon Area Drainage Improvements - Engineer's Certificate No. 4 - May through Sept. 2014	42,069.44	Pymt# 4
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 650,408.85	
Fieldturf USA, Inc.	Construction Services Rendered - Turf Replacement at Manahasset Creek Park - September 2014	315,993.91	Pymt# 3
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - September 2014	855.00	Pymt# 3
Thor Construction Group, LLC	Replace Solar Light in Cherry Street Park - Community Development	880.60	
Treasurer-State of NJ	Stormwater Discharge Permit - Parks	650.00	
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - Pier Feasibility - September 2014	3,937.50	Pymt# 3
TOTAL CAPITAL		<u>1,014,795.30</u>	

City of Long Branch Clearing Account	To Reimburse Clearing Account	* 35.40	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 1,620.12	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Date 10/10/14	* 5,392.10	
City of Long Branch Payroll Agency Account	Payroll Dated 10/10/14	* 5,007.65	
City of Long Branch Payroll Agency Account	Payroll Dated 10/10/14 - FICA/Medicare	* 384.45	
Conte's Car Wash, Inc.	Car Wash - September 2014 - Health	18.75	
Louis Uniforms	Animal Control Officer Uniform - Health	365.98	
Monmouth County SPCA	Animal Shelter/Veterinary Services - September 2014	3,895.00	Pymt# 9
NJ Dept. of Health & Senior Services	September 2014 Dog Report - Health	* 35.40	
TOTAL DOG		<u>16,754.85</u>	

Atlantic City Convention Center	Electrical Service for Booth at League of Municipalities Convention - Community Dev.	* 120.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 33.67	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 120.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 9,809.18	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Date 10/10/14	* 6,367.45	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency Account	Payroll Dated 10/10/14	*	5,904.37	
City of Long Branch Payroll Agency Account	Payroll Dated 10/10/14 - FICA/Medicare	*	463.08	
Conte's Car Wash, Inc.	Car Wash - September 2014 - Community Development		12.50	
D.W. Smith Associates, LLC	Professional Services Rendered - Green Acres and Monmouth Open Space Funding - September 2014		851.11	Pymt# 3
Game Time (MRC)	Swing Equipment for Parks - Community Development		1,403.85	
Jersey Central Power & Light	Electric Service - Bills Dated 08/02 through 10/01/14 - CDBG	*	33.67	
Stelair Design Corp.	T-Shirts for Fitness Walking Group - Community Development		520.00	
System Design Technology, LLC	Wireless Microphones - Community Development		585.00	
Thor Construction Group, LLC	Replace Solar Light in Cherry Street Park - Community Development		3,769.40	
TOTAL HUD			29,993.28	
A Crime to Remember TV Series, LLC	Refund of Third Party Police Overtime - Trust		552.60	
Ansell, Grimm, & Aaron	Legal Services Rendered - Sale of Pier Village - September 2014	*	7,080.20	Pymt# 3
AT&T	Telephone Service - Bills Dated 09/16, 09/21, 09/22, & 09/24/12 - UEZ	*	83.57	
AT&T	Telephone Service - Bills Dated 09/28 & 09/30/14 - UEZ	*	15.05	
Christiana Trust as Custodian	Tax Sale Premium	*	52,000.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	2,572.45	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	7,080.20	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	17,222.94	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	35,062.96	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	289,283.57	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Date 10/10/14	*	7,544.80	
City of Long Branch Payroll Agency Account	Payroll Dated 10/10/14	*	7,325.81	
City of Long Branch Payroll Agency Account	Payroll Dated 10/10/14 - FICA/Medicare	*	218.99	
Communications Construction Group, LLC	Refund of Third Party Police Overtime - Trust		125.48	
Danielle Golba & Associates	Stenographer Services for Various Escrow Accounts at Meeting - Planning and Zoning		1,100.00	
E.M. Waterbury & Assoc., P.A.	Professional Services Rendered for Various Escrow Accounts at Meeting - Planning and Zoning		62.50	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - PAX Plaza - September 2014		877.50	Pymt# 1
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Village Sale - September 2014		12,780.00	Pymt# 3
JNH Funding Corp	Tax Sale Premium	*	900.00	
Maser Consulting, P.A.	Stella Maris Phase II - May, June & July 2014		1,345.00	Pymt# 4
Michael A. Irene, Jr.	Professional Services Rendered for Various Escrow Accounts at Meeting - Planning and Zoning		518.00	
Ridgeback Ventures, LLC	Tax Sale Premium	*	2,000.00	
Skip's Sports	Soccer Uniforms for Traveling Youth Soccer Team - Recreation		500.00	
TWR CST for Ebury Fund 1NJ, LLC	Tax Sale Premium	*	100.00	
TWR CST for Ebury Fund 1NJ, LLC	Tax Sale Premium	*	500.00	
TWR CST for Ebury Fund 1NJ, LLC	Tax Sale Premium	*	19,000.00	
US Bank Cust for BV001 Trust	Tax Sale Premium	*	300.00	
US Bank Cust for BV001 Trust	Tax Sale Premium	*	6,200.00	
US Bank Cust for BV001 Trust	Tax Sale Premium	*	210,000.00	
US Bank Cust/Pro Cap Fund 1	Tax Sale Premium	*	200.00	
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - Pier Village III Sale - July & August 2014		11,125.00	Pymt# 3
Verizon	Telephone Service - Bills Dated 10/01 & 10/05/14 - UEZ	*	457.40	
Vicki Richabaugh & Pamela Turner	Refund of Third Party Police Overtime - Trust		652.81	
Virgo Muni Finance Fund, LP	Tax Sale Premium	*	100.00	
TOTAL TRUST OTHER			694,886.83	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE