

RESOLUTIONS ADOPTED BY CITY COUNCIL APRIL 26, 2016

R78-16 RESOLUTION FOR SHARED SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND THE BOROUGH OF WEST LONG BRANCH FOR CHIEF FINANCIAL OFFICER AND QUALIFIED PURCHASING AGENT

R79-16 RESOLUTION AWARDING CONTRACT FOR PURCHASE OF CUSTOM FABRICATION OF BENCHES FOR OCEANFRONT BOARDWALK (MATURANO RECREATION COMPANY INC)

R80-16 RESOLUTION – 2015 RECYCLING TONNAGE GRANT

R81-16 RESOLUTION REAPPOINTING CARL JENNINGS AS A MEMBER OF THE LONG BRANCH HOUSING AUTHORITY

R82-16 RESOLUTION AUTHORIZING FINAL CHANGE ORDER TO CONTRACT FOR PINSKY PARK FOUNTAIN HURRICANE SANDY STORM REPAIRS

R83-16 RESOLUTION DESIGNATING MARK BUILT PROPERTIES AT LONG BRANCH, LLC AS A REDEVELOPER FOR A PORTION OF BEACHFRONT SOUTH AND AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT

R84-16 RESOLUTION DESIGNATING BLACK RIDGE REALTY, INC. AS A REDEVELOPER FOR A PORTION OF BEACHFRONT SOUTH AND AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT

R85-16 RESOLUTION 2016 EMERGENCY TEMPORARY APPROPRIATIONS

R86-16 RESOLUTION APPROVAL PAYMENT OF BILLS

R # 78-16

RESOLUTION FOR SHARED SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND THE BOROUGH OF WEST LONG BRANCH FOR CHIEF FINANCIAL OFFICER AND QUALIFIED PURCHASING AGENT.

WHEREAS, The City of Long Branch, a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, State of New Jersey, with its principal offices located at 344 Broadway, Long Branch, New Jersey (hereinafter "Provider"); and

The Borough of West Long Branch a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, State of New Jersey, with its principal offices located at 965 Broadway, West Long Branch, New Jersey (hereinafter "Recipient"); and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40a:65-1, et. seq. (the "Act") authorizes local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:9-140.10 requires each municipality to have a Chief Financial Officer, but same may be provided by an agreement with another municipality; and

WHEREAS, the Recipient is in need of the services of a certified professional to perform the duties of Chief Financial Officer and Qualified Purchasing Agent as set forth in the agreement; and

WHEREAS, the Provider has agreed to furnish to the Recipient the services of its Chief Financial Officer and Qualified Purchasing Agent pursuant to N.J.S.A. 40A:9-140 and N.J.S.A. 40A:65-1 pursuant to the terms of the agreement; and

WHEREAS, in the spirit of inter-municipal cooperation in furtherance of the principles underlying the Act, the Provider and the Recipient (collectively, the "Parties") have negotiated an agreement for the use of the Chief Financial Officer and Qualified Purchasing Agent services within their respective jurisdictions; and

WHEREAS, entering into an inter local agreement as set forth in the agreement as annexed as Exhibit A, it is in the best interest of the citizens of the City of Long Branch for the City to enter into the inter local agreement;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch that the Mayor of the City of Long Branch being the same is hereby authorized to execute the inter local agreement annexed hereto and made a part hereof

MOVED: S. Marzu

SECONDED: P. Malone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 4/26/16

IN WITNESS WHEREOF, I HAVE HEREBUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27 DAY OF April 2016

Kathy L. Schmidt

**SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF LONG BRANCH AND
THE BOROUGH OF WEST LONG BRANCH
FOR CHIEF FINANCIAL OFFICER AND
QUALIFIED PURCHASING AGENT**

THIS AGREEMENT is made this _____ day of _____, 2016, by and between

THE CITY OF LONG BRANCH, a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, State of New Jersey, with its principal offices located at 344 Broadway, Long Branch, New Jersey (hereinafter "Provider"); and

THE BOROUGH OF WEST LONG BRANCH, a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, State of New Jersey, with its principal offices located at 965 Broadway, West Long Branch, New Jersey (hereinafter "Recipient").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. (the "Act") authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:9-140.10 requires each municipality to have a Chief Financial Officer, but same may be provided by an agreement with another municipality; and

WHEREAS, the Recipient is in need of the services of a certified professional to perform the duties of Chief Financial Officer and Qualified Purchasing Agent; and

WHEREAS, the Provider has agreed to furnish to the Recipient the services of its Chief Financial Officer and Qualified Purchasing Agent pursuant to N.J.S.A. 40A:9-140 and N.J.S.A. 40A:65-1; and

WHEREAS, in the spirit of inter-municipal cooperation in furtherance of the principles underlying the Act, the Provider and the Recipient (collectively, the "Parties") have negotiated an agreement for the use of the Chief Financial Officer and Qualified Purchasing Agent services within their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, it is understood and agreed as follows:

1. CONTROLLING LAW

This Agreement is governed by the provisions of N.J.S.A. 40A:65-1, et. seq., the Uniform Shared Services and Consolidation Act. All actions and amendments of this Agreement must be authorized in conformance with the Act.

2. TERM OF AGREEMENT

This Agreement shall take effect on the signing of this agreement (the "Effective Date"). This Agreement shall run until December 31, 2016, subject to renewal by agreement between the parties, after negotiation, such agreement to be made by November 15.

3. SCOPE OF SERVICES

Commencing on the signing of this agreement, the Provider shall furnish the Recipient the services of a certified Chief Financial Officer and Qualified Purchasing Agent to fulfill all statutory duties required of a municipal Chief Financial Officer, the only exceptions being the preparation of the Annual Financial Statement and preparation of the Annual Debt Statement.

A. Designation as General Agent

The Parties acknowledge that the City of Long Branch is hereby designated as primary employer of the Chief Financial Officer. Provider shall be exclusively responsible for payment of any and all benefits with respect to that employee, including, but not limited to, Social Security taxes, unemployment, disability, pension, healthcare, vacation and sick days, etc. The Chief Financial Officer shall be covered under all applicable personnel policies of the Provider and shall retain any and all rights and

benefits that may have accrued from that position with the Provider.

B. Responsibility

At all times the Provider shall maintain responsibility for and control over the Chief Financial Officer hired to provide services. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through the Provider.

C. Supervision

The Chief Financial Officer furnished by the Provider shall be responsible for compliance with all state statutes governing municipal finance.

D. Designation of Chief Financial Officer and Qualified Purchasing Agent

(1) Pursuant to the provisions of N.J.S.A. 40A:65-5, the Long Branch City governing body has adopted a resolution authorizing the city to enter into this Shared Services Agreement with West Long Branch Borough for the shared services of the Long Branch City Chief Financial Officer and Qualified Purchasing Agent.

(2) Pursuant to the provisions of N.J.S.A. 40A:65-5, the West Long Branch Borough governing body has adopted a resolution authorizing the borough to enter into this Shared Services Agreement with Long Branch City for the shared services of the Long Branch City Chief Financial Officer and Qualified Purchasing Agent.

4. ACTIVITIES

A. Services to be Performed

The Provider will provide to the Recipient a Chief Financial Officer to fulfill all statutory duties required of a municipal Chief Financial Officer.

B. Hours of Service

(1) The Chief Financial Officer and Qualified Purchasing Agent shall be provided access to the West Long Branch Borough Hall.

(2) The Chief Financial Officer and Qualified Purchasing Agent shall be present in the City of Long Branch on a full-time basis, Monday through Friday.

C. Place of Operation

In addition to any office established by the Provider, the Recipient shall maintain an office in the Borough of West Long Branch Municipal Building, 965 Broadway, West Long Branch, New Jersey.

D. Maintenance of Records

All records produced by the Chief Financial Officer on behalf of West Long Branch shall be retained at the West Long Branch Municipal Building.

5. EMPLOYEES

A. Personnel

(1) The Provider shall provide, and the Recipient shall utilize, MICHAEL MARTIN, CFO to perform the duties of Chief Financial Officer for West Long Branch; and DAVID SPAULDING to perform the duties of Qualified Purchasing Agent for West Long Branch.

(2) The Recipient agrees to provide a borough employee, at the expense of the Recipient, who will provide assistance to the Chief Financial Officer and Qualified Purchasing Agent on a day-to-day basis. The actual title and salary of this employee is left to the discretion of the Recipient.

(3) The Recipient agrees to provide a borough employee, at the expense of the recipient, who will process payroll and purchasing functions as annexed hereto in Exhibit A. In the event the recipient's employee is on extended leave (14 days or more),

recipient agrees to pay additional costs for someone at the Provider to perform said employee's functions at the rate of pay paid by the Provider to the substitute employee.

6. FUNDING

A. Recipient shall pay the Provider the sum of \$65,000.00 from the effective date through 2016. Payments required hereunder shall be made in four quarterly installments, the first two installments being due no later than May 15, 2016, and thereafter on a quarterly basis.

B. Recipient shall provide sufficient funds in their budget to cover contract costs.

7. INSURANCE

A. The Chief Financial Officer and Qualified Purchasing Agent provided for in this Agreement shall be covered at all times by the Provider's workers compensation policy, whether working in Provider's or Recipient's municipality. Provider agrees to provide Recipient with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of a material change in said policies.

B. West Long Branch shall provide bonding for any employee who is required to be bonded under state law.

8. DURATION

Duration of this Agreement shall be for a period beginning on the signing of this agreement and terminating on December 31, 2016, renewable annually upon terms to be agreed upon by November 15.

9. AMENDMENT

This Agreement may be amended by mutual agreement of the parties, provided such amendment is in writing with notice to the parties as set forth below.

10. EXTERNAL DISPUTES

Any complaints related to the services provided to the Recipient shall be handled by the Recipient's procedures. However, the Provider's City Administrator shall be informed of complaints in a timely manner as set forth in the Notices provision below.

11. DISPUTES CONCERNING THIS AGREEMENT

Any disputes arising between the parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following procedure:

Step 1: The Recipient's Borough Clerk and the Provider's Business Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided in Step 2 below.

Step 2: In the event that a dispute cannot be resolved in Step 1, then, pursuant to N.J.S.A. 40A:65A-7(c), the dispute shall be submitted to for binding arbitration, or such other arbitration or mediation as may be agreed upon by the parties.

12. CONFIDENTIALITY

Each party recognizes and acknowledges that it has and will have access to certain confidential information of the other party, including employment, operations and financial records, as well as related data which is not otherwise publicly available (the "Confidential Information"). Each party will treat as confidential all Confidential Information of the other party; will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other party's Confidential Information; and will not use or disclose such Confidential Information, unless such information becomes generally known through no fault of the disclosing party, or unless such party is required by law to disclose such Confidential Information. Each party agrees that any breach of its obligations under this section will entitle the other party

to equitable relief to protect its interests therein, including injunctive relief and money damages.

13. HOLD HARMLESS AND INDEMNIFICATION

The Recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of the Recipient and were not beyond the scope of performing official duties or performed in bad faith and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

14. TERMINATION

A. Either party may terminate this Agreement at any time and for any Reason upon giving the other party ninety (90) days advance written notice of its intent to terminate.

B. If, for any reason, the Chief Financial Officer or Qualified Purchasing Agent cease to be employed in that position by the Provider, the parties agree to negotiate a replacement for the vacated position.

15. NOTICES

Notices hereunder shall be given to the parties as set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the US Mail, posted prepaid, within the time limit. Notices shall be addressed as follows:

If to West Long Branch:
Borough of West Long Branch
965 Broadway
West Long Branch, NJ 07764
ATTN: Lori Cole, Borough Clerk

If to Long Branch:
City of Long Branch

344 Broadway
Long Branch, NJ 07740
ATTN: Kathy L. Schmelz, City Clerk

16. CHOICE OF LAW

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

18. SEVERABILITY

If part of this Agreement shall be held to be unenforceable or invalid, the rest of this Agreement shall nevertheless remain in full force and effect.

19. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such terms, covenants or conditions at any other time, nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

CITY OF LONG BRANCH

KATHY L. SCHMELZ , City Clerk

ADAM SCHNEIDER, Mayor

ATTEST:

BOROUGH OF WEST LONG BRANCH

LORI COLE, Borough Clerk

JANET TUCCI, Mayor

I agree to the terms of this Agreement.

MICHAEL MARTIN, CFO

DAVID SPAULDING, QPA

**RESOLUTION AWARDING CONTRACT FOR
PURCHASE OF CUSTOM FABRICATION OF BENCHES FOR
OCEANFRONT BOARDWALK**

WHEREAS, the City of Long Branch has the need to contract for purchase custom boardwalk benches for Oceanfront Boardwalk; and

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

WHEREAS, there exist a New Jersey State Contract for purchase of custom bench fabrication, and it is the recommendation of Director of Public Works, and the City Business Administrator, that the product offered by **Maturano Recreation Company Inc.** will meet the City's need to provide a superior, compliant bench for the boardwalk; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from the Capital Budget, Appropriation Line Item # **C-04-119-603**, in the amount of **\$104,498.18**; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **Maturano Recreation Company Inc.** for purchase of custom fabrication of benches, as detailed the proposal annexed hereto, in accordance with the terms and conditions of State Contract #**A81411**, for a sum not to exceed **\$104,498.18**.

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

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4-26-16
IN WITNESS WHEREOF, I HAVE HERETOUPON SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 27th DAY OF April, 2016
Kathy L. Schmid
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:

**CONTRACT TO PURCHASE CUSTOM FABRICATION BENCHES FOR
OCEANFRONT BOARDWALK**

Said contract being made as follows:

MATURANO RECREATION COMPANY INC. \$104,498.18

Said funds being available in the form of:

IMPROVEMENTS BOARDWALK #C-04-119-603 \$104,498.18



Michael Martin, Chief Financial Officer

Date



C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Email: MRC@GAMETIME.COM
Web: www.mrcrc.com

QUOTE
#122591

04/12/2016

NJ Long Branch City of - Benches - Boardwalk Area

Long Branch City of
Attn: David Spaulding
344 Broadway
Long Branch, NJ 07740
Phone: 732-571-5655
dspaulding@longbranch.org

Project #: P81021
Ship To Zip: 07740

Quantity	Part #	Description	Unit Price	Amount
70	CFPB-065-08	Custom Fab - Aluminum WF Bench w/RPL Seating - 6' Long	\$1,474.20	\$103,194.00

NOTE:

...Installation is NOT included in price.
...Customer is responsible for verifying all items and quantities.
...NJ State Contract # A81411.

SubTotal: \$103,194.00
Discount: (\$3,095.82)
Freight: \$4,400.00
Total Amount: \$104,498.18

MN:jt

This quotation is subject to policies in the current MANUFACTURER'S CATALOG and the following terms and conditions.

Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MRC Inc. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to MRC, Inc. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 30-45 days after MRC's receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections.

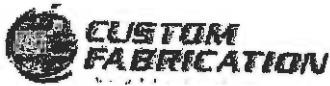
RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Sales Representative: Michael Nowak/jt





C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

QUOTE
#122591

04/12/2016

NJ Long Branch City of - Benches - Boardwalk Area

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Email: _____

Facsimile: _____

P.O. No: _____

Date: _____

Phone: _____

Purchase Amount: \$104,498.18

Order Information:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Tel: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #:
(PLEASE PROVIDE A COPY OF CERTIFICATE)





Custom Fabrication Incorporated

CFI Job Number

Date: 4/14/16

P.O. Box 431 | 2903 NY Route 7 | Harpursville, NY 13787
Ph: 607-693-3223 x30
Fax: 607-693-3226

E-mail: VSoos@CustomFabricationInc.com

From: Vicky Soos

Customer:

Attn: Mike Nowak

Ph:

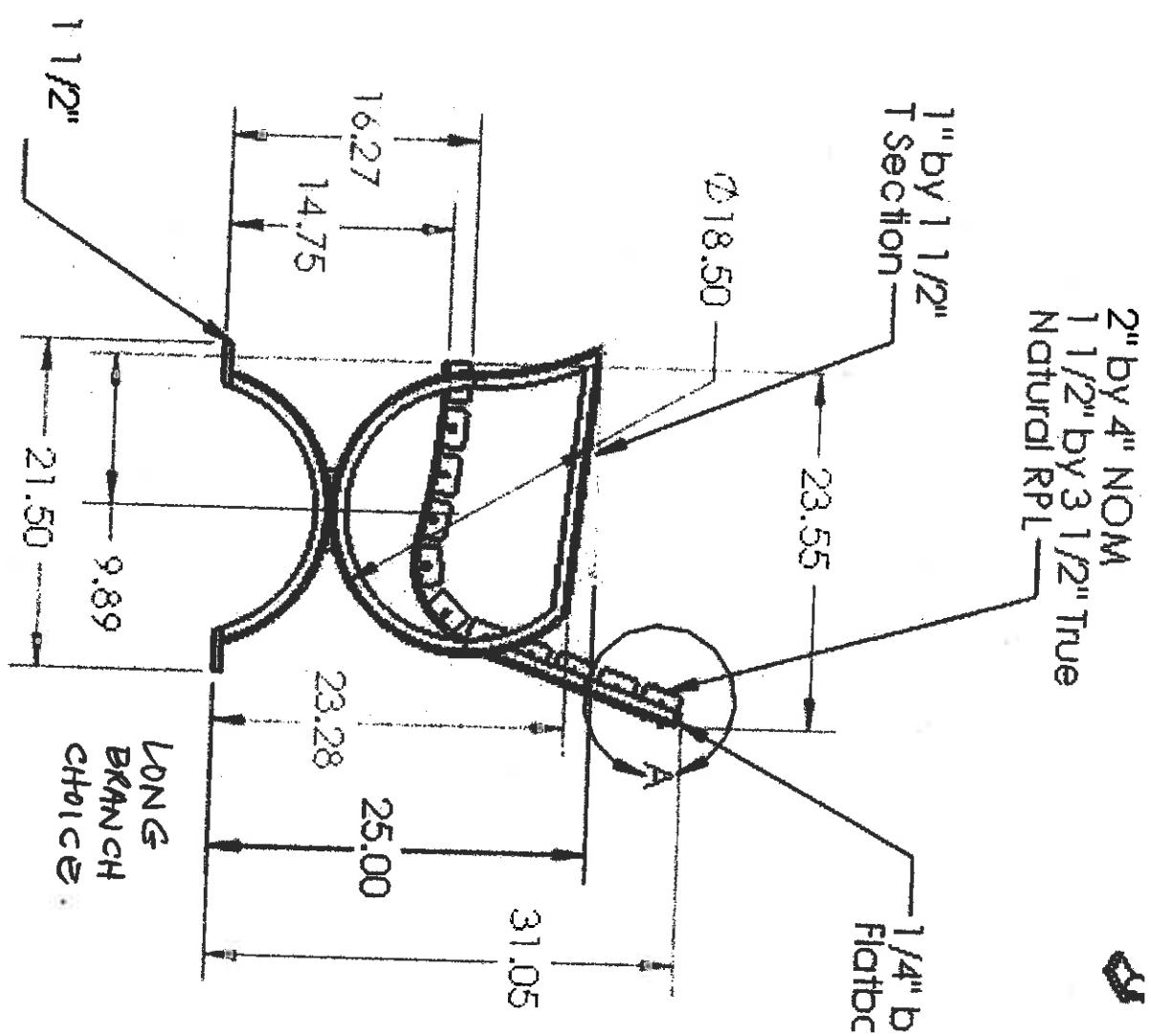
E-mail:

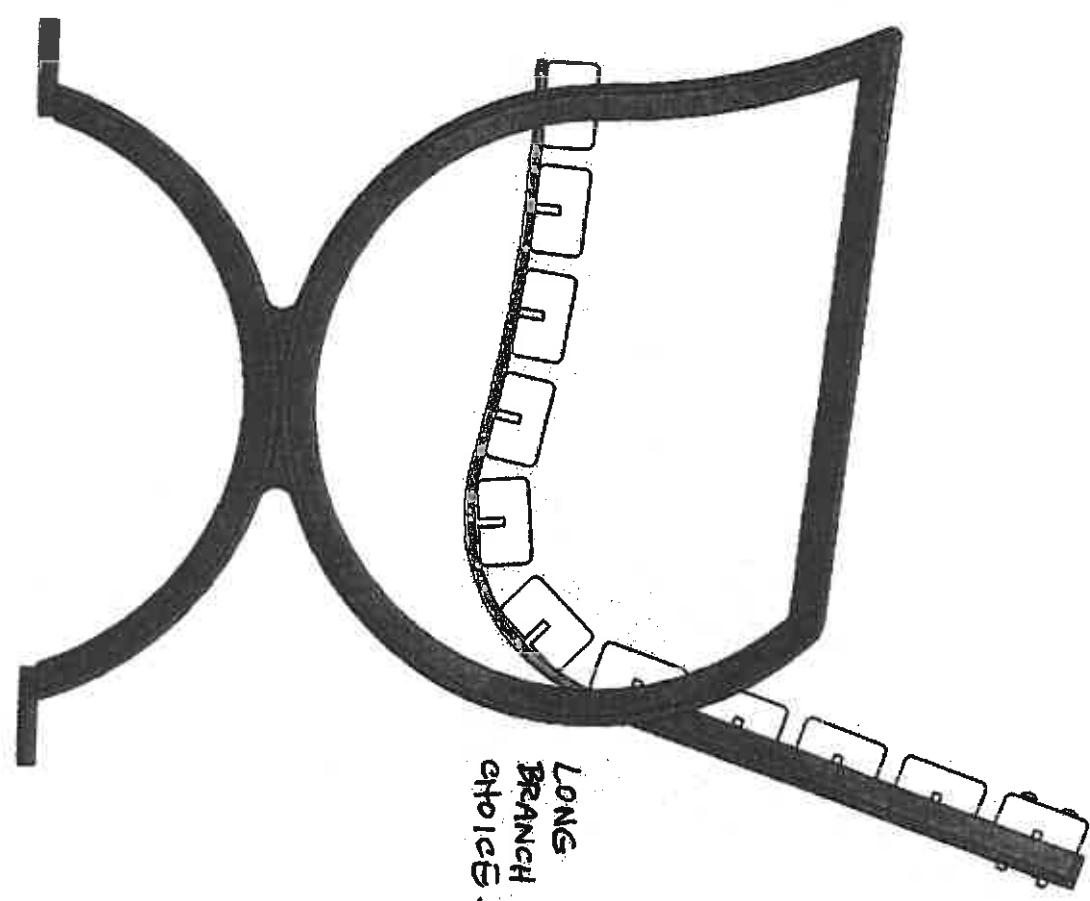
Job: Long Branch - New Jersey WF Bench

Drawing No.	Qty.	Rev.	Description	Powder Coat Color (RAL Number)	Approved
	70		New Jersey WF Bench	Customer to Specify	DTS
				CEDAR PLANK WEATHER GREEN	
				if black, please specify gloss or semi-gloss	

Check list:

- 1. Verify style, quantities and drawings
- 2. State color - all colors are specified with powder coat colors (see CFI link if needed)
- 3. Notes and changes clearly marked
- 4. Return copies of approved submittal and drawings
- 5. Sign contract and return
- 6. Deposit paid





RESOLUTION – 2015 RECYCLING TONNAGE GRANT

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for the **2015 Recycling Tonnage Grant** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Long Branch City Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the City of Long Branch hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Fred Migliaccio, DPW Director, to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

MOVED: *S. J. Farrell*
SECOND: *P. Malone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4/26/16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 26 DAY OF April 2016
Kathy L. Schmidt
MUNICIPAL CLERK

Recycling Tonnage Report for
Long Branch 2015

NTY	ICP/ATR	TONS	SECTOR	MATERIAL	DEPID	COUNTY	MUNIA	MARKETN
13	27	21.87	C	Corrugated	01	Monmouth	Long Branch	Mazza-TF
13	27	14.70	C	Corrugated	01	Monmouth	Long Branch	Mazza-Nep
13	27	44.89	C	Corrugated	01	Monmouth	Long Branch	Meadowbrook
13	27	13.1	C	Corrugated	01	Monmouth	Long Branch	Freehold Cartage
13	27	0.22	C	Corrugated	01	Monmouth	Long Branch	Verizon
13	27	53.76	C	Corrugated	01	Monmouth	Long Branch	Monmouth City Park System
13	27	117.51	C	Corrugated	01	Monmouth	Long Branch	Colgate paper Stock
13	27	288.93	C	Corrugated	01	Monmouth	Long Branch	Waste management
13	27	441.40	R	Corrugated	01	Monmouth	Long Branch	Re-Community
13	27	1.58	C	Mixed Office Paper	02	Monmouth	Long Branch	Freehold Cartage
13	27	15.36	C	Mixed Office Paper	02	Monmouth	Long Branch	Monmouth City Park System
13	27	1381.66	R	Mixed Office Paper	02	Monmouth	Long Branch	Re-Community
13	27	106.08	R	Mixed Office Paper	02	Monmouth	Long Branch	Waste management
13	27	0.22	C	Mixed Office Paper	02	Monmouth	Long Branch	Verizon
13	27	4.75	C	Newspaper	03	Monmouth	Long Branch	Freehold Cartage
13	27	160.37	C	Newspaper	03	Monmouth	Long Branch	Waste management
13	27	46.08	C	Newspaper	03	Monmouth	Long Branch	Monmouth City Park System
13	27	3.96	C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	Freehold Cartage
13	27	38.40	C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	Monmouth City Park System
13	27	133.64	C	Other Paper/Mag/JunkMail	04	Monmouth	Long Branch	Waste management
13	27	3,530.72	R	Glass Containers	05	Monmouth	Long Branch	Re-Community
13	27	93.55	C	Glass Containers	05	Monmouth	Long Branch	Waste management
13	27	26.88	C	Glass Containers	05	Monmouth	Long Branch	Monmouth City Park System
13	27	5.92	C	Glass Containers	05	Monmouth	Long Branch	Freehold Cartage
13	27	1.92	C	Aluminum Containers	06	Monmouth	Long Branch	Waste management
13	27	252.19	R	Aluminum Containers	06	Monmouth	Long Branch	Re-Community
13	27	6.68	C	Aluminum Containers	06	Monmouth	Long Branch	Freehold Cartage
13	27	0.43	C	Aluminum Containers	06	Monmouth	Long Branch	Monmouth City Park System
13	27	504.39	R	Steel Containers	07	Monmouth	Long Branch	Waste management
13	27	0.85	C	Steel Containers	07	Monmouth	Long Branch	Re-Community
13	27	3.84	C	Steel Containers	07	Monmouth	Long Branch	Monmouth City Park System
13	27	13.36	C	Steel Containers	07	Monmouth	Long Branch	Waste management
13	27	756.58	R	Plastic Containers	08	Monmouth	Long Branch	Re-Community

10:45 AM

TONNAGE REPORT 2015

4/11/2016

Recycling Tonnage Report for
Long Branch 2015

13	27	20.04	C	Plastic Containers	08	Monmouth	Long Branch	Waste management
13	27	1.25	C	Plastic Containers	08	Monmouth	Long Branch	Freehold Cartage
13	27	5.76	C	Plastic Containers	08	Monmouth	Long Branch	Monmouth City Park System
13	27	1.20	C	Heavy Iron	09	Monmouth	Long Branch	Verizon
13	27	1,020.00	C	NonFerrous/Aluminum Scrap	10	Monmouth	Long Branch	Monmouth City Park System
13	27	2.54	C	NonFerrous/Aluminum Scrap	10	Monmouth	Long Branch	Verizon
13	27	48.98	C	White Goods & Light Iron	11	Monmouth	Long Branch	Mazza-TF
13	27	1.45	C	Batteries (Automobile)	13	Monmouth	Long Branch	Verizon
13	27	1.34	R	Batteries (Automobile)	13	Monmouth	Long Branch	Monmouth HHW
13	27	58.51	C	Tires	15	Monmouth	Long Branch	Monmouth
13	27	9.18	R	Tires	15	Monmouth	Long Branch	Mazza-TF
13	27	6.94	C	Used Motor Oil	16	Monmouth	Long Branch	Safety-Kleen
13	27	0.02	C	Used Motor Oil	16	Monmouth	Long Branch	Verizon
13	27	0.50	C	Brush/Tree Parts	17	Monmouth	Long Branch	Freehold Cartage
13	27	141.75	C	Brush/Tree Parts	17	Monmouth	Long Branch	Benoit
13	27	3.25	C	Brush/Tree Parts	17	Monmouth	Long Branch	Monzo
13	27	1.63	C	Brush/Tree Parts	17	Monmouth	Long Branch	Ocean City Recycling Center
13	27	271.25	R	Brush/Tree Parts	17	Monmouth	Long Branch	Mazza Mulch-TF
13	27	161.50	R	Leaves	19	Monmouth	Long Branch	Mazza Mulch, TF
13	27	196.51	C	Stumps	20	Monmouth	Long Branch	Freehold Cartage
13	27	5.00	C	Stumps	20	Monmouth	Long Branch	Britten Industries
13	27	136.05	R	Consumer Electronics	21	Monmouth	Long Branch	Monmouth Wire
13	27	0.09	R	Consumer Electronics	21	Monmouth	Long Branch	Back thru the Future
13	27	0.69	C	Consumer Electronics	21	Monmouth	Long Branch	Verizon
13	27	3,443.29	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Mazza-TF
13	27	183.88	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Delisa
13	27	8536.4	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Stavola
13	27	130.76	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Clayton
13	27	43.03	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Lucas
13	27	99.00	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	South Brunswick
13	27	324.00	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Gold Star
13	27	36.48	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Manzo
13	27	295.24	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Freehold Cartage
13	27	17.37	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Pure Soil Technologies

10:45 AM

TONNAGE REPORT 2015

4/11/2016

Recycling Tonnage Report for
Long Branch 2015

13	27	19.08	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Russell Reid
13	27	88.17	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Ocean City Recycling Center
13	27	103.37	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Suffolk Recycling Corp
13	27	21.00	C	Concrete / Asphalt / Brick / Blc	22	Monmouth	Long Branch	Weldon materials, Inc
13	27	0.02	C	Fluorescent Lights	24	Monmouth	Long Branch	Verizon
13	27	0.17	C	Batteries (Dry Cell)	24	Monmouth	Long Branch	Monmouth Recycling
13	27	0.01	C	Other Plastic	26	Monmouth	Long Branch	Verizon
13	27	1,222.12	C	Oil Contaminated Soil	27	Monmouth	Long Branch	Pure Soil Technologies
13	27	94.75	R	Wood Scraps	30	Monmouth	Long Branch	Mazza Mulch-TF
13	27	200.69	C	Wood Scraps	30	Monmouth	Long Branch	Mazza-TF
13	27	2.10	C	Wood Scraps	30	Monmouth	Long Branch	Freehold Cartage
13	27	2.85	C	Wood Scraps	30	Monmouth	Long Branch	Waste management
25,023.12								

10:45 AM

TONNAGE REPORT 2015

4/11/2016

R# 81-16

**RESOLUTION REAPPOINTING CARL JENNINGS
AS A MEMBER OF THE LONG BRANCH HOUSING AUTHORITY**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby reappoint Carl Jennings as a member of the Long Branch Housing Authority for a term to commence on May 10, 2016 and expire on May 10, 2021.

MOVED: *Siranni*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4/26/16
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 26 DAY OF APRIL 2016
KATHY L. SCHNEIDER
MUNICIPAL CLERK, P.M.C.

RESOLUTION AUTHORIZING FINAL CHANGE ORDER TO CONTRACT FOR PINSKY PARK FOUNTAIN HURRICANE SANDY STORM REPAIRS

WHEREAS, City Council approved a contract to **Ray Palmer Associates Inc.** for Pinsky Park Fountain Hurricane Sandy Storm Repairs for an amount **not to exceed \$194,450.00**; and

WHEREAS, during closing work by **Ray Palmer Associates Inc.**, it became apparent that the contract needed to be adjusted from contract quantities to as built quantities; and

WHEREAS, the Engineer T & M and Director of Public Works, contacted **Ray Palmer Associates Inc.** the Contractor, and secured a proposal for the necessary work and recommends that it is in the City's best interest to issue a change order for said work; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Capital Budget, Appropriation # C-04-116-601 in the amount of **\$8,992.00**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby approves Final Change Order to the contract with **Ray Palmer Associates Inc.** in the amount of **\$8,992.00**, amending the total contract amount to a sum **not to exceed \$203,442.00**.

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

OFFERED: Siriano
SECOND: Pattone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0



STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATE L. SCHNEIDER, 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 4/26/16

IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 4/26/16 day of April 2016

Kate L. Schneider
MUNICIPAL CLERK, R.N.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:

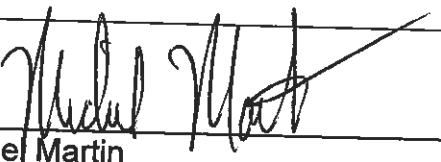
**CONTRACT FOR PINSKY PARK FOUNTAIN REPAIRS HURRICANE SANDY
FINAL CHANGE ORDER**

Said contract being made as follows:

RAY PALMER ASSOCIATES INC \$8,992.00

Said funds being available in the form of:

#C-04-116-601, \$8,992.00



Michael Martin
Chief Financial Officer

4/20/16

Date

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. LERH-01620

CHANGE ORDER NO. 3 & FINAL

DATE: March 15, 2016

PROJECT: Plasky Park Fountain Hurricane Sandy Storm Repairs

OWNER: City of Long Branch

CONTRACTOR: Ray Palmer Associates

DESCRIPTION OF CHANGE:

REDUCTIONS:

EXTRA:

SUPPLEMENTARY:

Time Extension for Project Closeout

Francis W. Mullan
APPROVAL RECOMMENDED:

FRANCIS W. MULLAN, P.E., C.M.E.

ACCEPTED:

John J. S.
CONTRACTOR: *John J. S.* *Long Branch*
Ray Palmer Associates *Scd* / *Theduk*

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$0.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$0.00	\$0.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$28,992.00	\$20,000.00
TOTAL CHANGE ORDERS TO DATE	\$28,992.00	\$20,000.00
NET CHANGE IN CONTRACT	\$8,992.00	\$0.00

ORIGINAL CONTRACT BID PRICE

\$194,450.00

CHANGE ORDERS TO DATE

\$8,992.00

REVISED CONTRACT PRICE

\$203,442.00

PROJECT: Pinsky Park Fountain Hurricane Sandy Storm Repairs

OWNER: City of Long Branch

CONTRACTOR: Ray Palmer Associates

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
R E D U C T I O N				\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

A. TOTAL REDUCTIONS

\$0.00

E X T R A				\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
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B. TOTAL EXTRA

\$0.00

S U P P L E M E N T A R Y	S-12 Extension of Contract Completion Date to 3/31/16	1 LS	\$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
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C. TOTAL SUPPLEMENTARY

\$0.00

CHANGE ORDER NO. 1

DATE: November 14, 2014

PROJECT: Pinsky Park Fountain Hurricane Sandy Storm Repairs

OWNER: City of Long Branch

CONTRACTOR: Ray Palmer Associates

DESCRIPTION OF CHANGE:

REDUCTIONS:

Item 27- Allowance for Unforeseen Conditions has been reduced to cover the costs for the installation of a de-humidifier, fiberglass VFD enclosure and repair and replacement of several fountain lights.

EXTRA:

SUPPLEMENTARY:

S-1 Extension of Contract Completion Date to December 12, 2014 - Due to an extended period of time to receive the required parts the contract completion date needs to be extended. In addition it took JCP&L over 3 weeks to have the power fully disconnected prior to electrical cabinet demolition.

S-2 Supply and Install De-humidifier - This was requested by the Long Branch Sewerage Authority. They installed a de-humidifier after the completion of the original fountain project due to excessive condensation in the vault. This de-humidifier will replace the one that was destroyed during Superstorm Sandy

S-3 Supply and Install Fiberglass Enclosure for the VFD unit - This was requested by the Long Branch Sewerage Authority to provide additional environmental protection for the variable frequency drive that is installed inside the vault.

S-4 Fountain Light Fixture repair and Replacement - During site demolition the contractor determined that three of the existing fountain lights were destroyed during Superstorm Sandy and are being replaced.

APPROVALS, RECOMMENDED:

Francis W. Nullan
 FRANCIS W. NULLAN, P.E., C.M.E.

ACCEPTED:

Ray Palmer
 CONTRACTOR
 Ray Palmer Associates

OWNER'S APPROVALS:

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$6,205.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$6,205.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$6,205.00	\$6,205.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$6,205.00	\$6,205.00
NET CHANGE IN CONTRACT	\$0.00	\$0.00

ORIGINAL CONTRACT BID PRICE

\$194,450.00

CHANGE ORDERS TO DATE

\$0.00

REVISED CONTRACT PRICE

\$194,450.00

PROJECT: Pinsky Park Fountain Hurricane Sandy Storm Repairs
OWNER: City of Long Branch
CONTRACTOR: Ray Palmer Associates

A. TOTAL REDUCTIONS

B. TOTAL EXTRA

C. TOTAL SUPPLEMENTARY

CHANGE ORDER NO. 2 & FINAL

DATE: September 11, 2015

PROJECT: Pinesky Park Fountain Hurricane Sandy Storm Repairs

OWNER: City of Long Branch

CONTRACTOR: Ray Palmer Associates

DESCRIPTION OF CHANGE:

REDUCTIONS:

Item 27 is reduced to reflect as-built quantity.

EXTRA:

SUPPLEMENTARY:

- S-5 Repair Waterproofing at Existing Storm-Damaged Junction Boxes
- S-6 Tree Lighting Repairs and Bulb Replacements
- S-7 Furnish and Install New Bulbs for Fountain Lights
- S-8 Replace Additional Storm Damaged Tree Lights
- S-9 Replace Storm Damaged High Water Alarm
- S-10 Replace Storm Damaged Strainer Baskets
- S-11 Replace Storm Damaged Filter Cartridges
- S-12 Extension of Contract Completion Date to 10-1-15

APPROVAL RECOMMENDED:
Francis W. Mullan

FRANCIS W. MULLAN, P.E., C.M.E.

ACCEPTED:

CONTRACTOR:

Ray Palmer Associates

OWNER'S APPROVALS:

NOTE: All work to be done
 according to Contract
 Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$13,795.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$21,687.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$21,687.00	\$13,795.00
NET CHANGE THIS CHANGE ORDER	\$7,892.00	\$0.00
PREVIOUS CHANGE ORDERS	\$6,205.00	\$6,205.00
TOTAL CHANGE ORDERS TO DATE	\$27,892.00	\$20,000.00
NET CHANGE IN CONTRACT	\$7,892.00	\$0.00

ORIGINAL CONTRACT BID PRICE \$194,450.00

CHANGE ORDERS TO DATE \$7,892.00

REVISED CONTRACT PRICE \$202,342.00

PROJECT: Pinsky Park Fountain Hurricane Sandy Storm Repairs
OWNER: City of Long Branch
CONTRACTOR: Ray Palmer Associates

A. **TOTAL REDUCTIONS** \$13,795.00

B. **TOTAL EXTRA** \$0.00

S	S-5	Waterproof Existing Junction Boxes	1	LS	\$1,765.00	\$1,765.00
	S-6	Tree Lighting Repairs and Bulb Replacements	1	LS	\$3,045.00	\$3,045.00
U	S-7	Furnish and Install New Bulbs for Fountain Lights	1	LS	\$1,452.00	\$1,452.00
P	S-8	Replace Additional Storm Damaged Tree Lights	16	UNIT	\$550.00	\$8,800.00
P	S-9	Replace Storm Damaged High Water Alarm	1	LS	\$5,200.00	\$5,200.00
L	S-10	Replace Storm Damaged Strainer Baskets	3.00	UNIT	\$250.00	\$750.00
E	S-11	Replace Storm Damaged Filter Cartridges	6.00	UNIT	\$112.50	\$675.00
M	S-12 Extension of Contract Completion Date to 10-1-15		1.00	LS	\$0.00	\$0.00
E						\$0.00
N						\$0.00
T						\$0.00
A						\$0.00
R						\$0.00
Y						\$0.00

C. TOTAL SUPPLEMENTARY \$21,687.00

RESOLUTION 83 -16

**RESOLUTION DESIGNATING MARK BUILT PROPERTIES AT LONG BRANCH,
LLC AS A REDEVELOPER FOR A PORTION OF BEACHFRONT SOUTH AND
AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT.**

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

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

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

WHEREAS, Mark Built Properties at Long Branch, LLC ("Mark Built") has proposed a plan for the redevelopment of a portion of the Redevelopment Area containing properties located between Ocean Avenue and Ocean Boulevard and designated on the City of Long Branch Tax Map as Block 216, Lots 9, 10 and 25 (the "Property"); and

WHEREAS, the Redevelopment Design Review Committee (the "DRC") and City financial consultants have reviewed the proposed construction and financing plan and determined that Mark Built had preliminarily demonstrated its experience and qualifications to develop the Property, subject to verification of its ability to finance and construct the Proposed Project once the design details are finalized for the Proposed Project; and

WHEREAS, the DRC has reviewed the proposed project and has met with Mark Built and reviewed its design concepts for the Proposed Project and has determined that the proposed project meets the goals and objectives of the Redevelopment Plan; and

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

WHEREAS, Redeveloper was conditionally-designated as redeveloper of the Property on August 11, 2015, via Council adopted Resolution #197-15, and has been engaged in a collaborative design process and negotiation of a redevelopment agreement for a proposed project for the Property; and

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

WHEREAS, on November 24, 2015, Redeveloper appeared before the Mayor and Council and the public to present its proposed project; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that Mark Built Properties at Long Branch, LLC, be and hereby is designated as redeveloper for the Property.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Redevelopment Agreement with Mark Built Properties at Long Branch, LLC, attached hereto as Exhibit A.

MOVED: *Siriano*
SECONDED: *Pullone*

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4/26/16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 26 DAY OF April, 2016
Kathy L. Schmid
MUNICIPAL CLERK, R.M.C.

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016 by and between THE CITY OF LONG BRANCH, (hereinafter referred to as the "City"), a Municipal Corporation and Body Politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and MARK BUILT PROPERTIES AT LONG BRANCH, LLC a New Jersey Limited Liability Company established and operated within the State of New Jersey, with its principal place of business located at 2029 Morris Avenue, Union, New Jersey 07083, (hereinafter referred to as "Redeveloper", referred to collectively as the "Parties").

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

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

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

WHEREAS, Developer has proposed a plan for the redevelopment of a portion of the Redevelopment Area containing properties located between Ocean Avenue and Ocean Boulevard and designated on the City of Long Branch Tax Map as Block 216, Lots 9, 10 and 25 (the "Properties"); and

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

WHEREAS, pursuant to the Redevelopment Plan, the Property is located in the Beachfront South Sector of the Redevelopment Area and further subject to the Design Guidelines Handbooks 1 and 6 (the "Design Guidelines"); and

WHEREAS, Developer was conditionally-designated as developer of the Property on August 11, 2015, via Council adopted Resolution #197-15, and has been engaged in a collaborative design process and negotiation of a redevelopment agreement for a proposed project for the Property; and

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

WHEREAS, on November 24, 2015, Developer appeared before the Mayor and Council and the public to present its proposed project; and

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

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

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

ARTICLE 1 - DEFINITIONS

1.1 Defined Terms.

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

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

"Certificate of Completion" means a written Certificate issued by the City in accordance with Section 4.2 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.

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

“Effective Date” means the date that the last party executes this Agreement.

“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, set forth herein or by Ordinance and or Statute which, at the time of the Effective Date, are or may be levied upon any portion of the Property or on any of the Improvements constructed thereon.

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

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

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

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

“Substantial Completion” means a stage of a construction or building project or a designated portion of the project that is sufficiently complete in accordance with construction documents as so approved by all necessary Governmental Agencies, so that the owner may use the building, project or designated portion thereof for its intended purpose.

ARTICLE 2 – DESCRIPTION OF PROJECT

2.1 **Purpose; Designation as Redeveloper.** The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the City and 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 and Design Guidelines. 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 Project Description. The Project shall consist of the construction of up to 57 condominium units, including such amenities, parking, on-site improvements as set forth in "Exhibit C", together with the off-site improvements referenced in Article 4 and Exhibit C. The Project shall not be subject to any affordable housing obligation, monetary or otherwise. The Project will be developed in accordance with the Project Schedule attached hereto as "Exhibit B". The Redeveloper shall have the right to accelerate the time frames set forth in the Project Schedule at its option. The Project shall become subject to a Municipal Services Agreement pursuant to N.J.S.A. 40:67-23.2 upon becoming a qualified private condominium community, as may be required pursuant to applicable Law.

2.3 Project Development. The Project shall be designed and developed in accordance with the Redevelopment Plan, Design Guidelines and "Exhibit A" hereto. The City agrees that the Project as set forth on Exhibit A complies with the Redevelopment Plan and Design Guidelines. Any modifications that would trigger a "d" variance pursuant to N.J.S.A. 40:55D-70(d) shall require the Redeveloper to request an amendment to the Redevelopment Plan, which request may be granted or denied in the City's reasonable discretion. Any modifications from the Redevelopment Plan that would be deemed a "design waiver" under applicable Ordinance 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.

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 physically or economically impractical. Such modifications shall be subject to the review and approval of the City. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the City for consistency with the Redevelopment Plan and Design Guidelines and approved by the City prior to filing for same before the Planning Board.

It is acknowledged by the Parties that certain specific elements of the Project as shall be approved by the City and its consultants, including but not limited to exterior building materials, quality of exterior finishes and designs, exterior architectural elements, and landscaping features, are material consideration for the City's approval of the Project and Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific exterior elements and/or materials as have been approved. Redeveloper shall not deviate from such specific exterior elements or substitute any such specific materials which substantially alter the appearance of the building or quality of the architectural treatments and materials without the City's express written approval which shall not be unreasonably withheld, conditioned or

delayed so long as such substituted materials or treatments are deemed by the City to be substantially equivalent to the materials originally approved.

2.5 Development Schedule. Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule attached hereto as "Exhibit B", subject to delay caused by an Uncontrollable Circumstance, as defined in Article 10 of this Agreement.

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 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 heretofore presented evidence to the City as to it being a Qualified Entity and the City has acknowledged same, and the Redeveloper 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. 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 APPLICATIONS FOR REDEVELOPMENT OF PROJECT

3.1 Procedures; General. The process shall consist of an application to the City Planning Board for review and approval of a site plan for the Project to be developed pursuant to this Agreement. The development process shall be in accordance with the LRHL and the New Jersey Municipal Land Use Law (“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 Redeveloper.

3.2 Application for Project.

(a) Application. Redeveloper shall submit to the City a full Planning Board application and set of documents for approval of a proposed development pursuant to the (the “Application”) prior to submission to the Planning Board. The City will submit the Application for a pre-application review by the New Jersey Department of Environmental Protection (NJDEP”). Redeveloper may submit its Application to the Planning Board at any time after the earlier of (i) NJDEP providing comments to the Application or (ii) the City meeting with NJDEP to discuss the Application.

(b) Redevelopment Plan Application Requirements. The Application shall 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 B" hereto.
- (vii) A list of any requirements in the Redevelopment Plan from which Redeveloper seeks design waiver relief and the basis upon which such relief is requested.
- (viii) Such other information as may be reasonably required of the professionals employed by the Planning Board in writing no later than five (5) calendar days prior to any hearing before the Board on the application, so as to afford Redeveloper an adequate opportunity to review and respond to such reports prior to the aforesaid Board hearing.

3.3 Other Governmental Approvals. It is acknowledged by both parties that it may be necessary for Redeveloper to obtain Approvals or permits from other governmental agencies in order to undertake development of the Project. Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and Approvals for the Project in a timely fashion and utilizing commercially reasonable efforts. The City agrees to provide any pertinent information in its possession and to provide any reasonable assistance, without cost or expense to the City, which may be required of it to enable 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 Redevelopment Area Permit, as set forth in N.J.A.C. 7:7-7.4 (30 N.J.R. 645 (1998)). The City shall process and secure under the City's CAFRA Sector Permit the Redeveloper's CAFRA Application for and on behalf of the Redeveloper for this project within thirty (30) days from the date of Planning Board Approval. The City will participate in a pre-application meeting with CAFRA prior to submission of the

Site Plan Application. The Redeveloper shall bear the cost of the preparation of all plans for submission to the N.J.D.E.P. in support of its Application and pre-application.

ARTICLE 4 - CONSTRUCTION OF PROJECT

4.1. Suspension of Construction.

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 Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of one hundred-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 Redeveloper under this Agreement and the City shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the City at law or in equity.

4.2. Certificates of Occupancy and Certificate of Completion.

(a) Upon completion of the construction of the Improvements and/or each Phase or unit, as may be applicable, in accordance with the Governmental Approvals, Redeveloper may apply to the City for a Certificate of Occupancy for the Project or completed Phase(s) or 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 Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Law(s), the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion (a) the agreements restrictions and covenants set forth in Section 6 hereof shall cease and terminate, except for those covenants and restrictions set forth in Section 6 hereof which shall survive in accordance with the terms of Section 6, (b) the conditions determined to exist at the time the Property was 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 Redeveloper, the City shall provide to Redeveloper a written statement setting forth in detail the

respects in which it believes that Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Monmouth County Clerk's office.

(c) The City acknowledges that to facilitate closings upon sales of completed units, if any, Redeveloper may need issuance of a Certificate of Completion on a unit-by-unit basis. Accordingly, if requested by Redeveloper, the City agrees to issue Certificates of Completion on a unit-by-unit basis for those units for which a contract of sale has been entered into simultaneously with the issuance of Certificates of Occupancy for each unit.

4.3 Design Elements.

(a) Utility services and electrical lines: The cost for utility upgrades and installations for this Project shall be the responsibility of Redeveloper.

(b) Streetscape improvements: All costs for streetscape improvements that are shown on the Approved Site Plan are the responsibility of Redeveloper. This includes landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements that are shown on the Approved Site Plan. This may be separate and apart from any obligation for contribution to streetscape improvements pursuant to Article 5 herein.

4.4 Contribution To Costs And Financial Obligations

(a) Redevelopment Fee. Redeveloper shall pay a one-time "Administrative Fee" as established by City Ordinance in the amount of One Hundred Thousand (\$100,000.00) DOLLARS upon execution of this Agreement.

(b) Escrow Fees.

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

40A:12A-8(e) and (f). Redeveloper has previously entered into an Escrow Agreement and established an Escrow Account with the City to be maintained in the amount of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, as part of Redeveloper's conditional-designation for the funding of reasonable City Costs incurred by the City in connection with the Project. Redeveloper shall maintain such escrow account until as an obligation hereunder until the issuance of a Certificate of Completion.

Should the above amount be insufficient to cover City Costs, within thirty (30) days of the receipt by Redeveloper of written notice from City that the amount in the escrow account has decreased to two thousand and five hundred dollars (\$2,500.00), Redeveloper shall replenish the escrow account with the City to the amount of FIFTEEN THOUSAND (\$15,000.00) DOLLARS. If the City Costs incurred by City exceed the amount in the escrow account, Redeveloper will pay such costs upon thirty (30) days written notice from City that such costs are due which notice shall itemize all costs incurred to date and projected itemized costs.

Should a dispute arise between the parties herein as to the amount of Escrow requested by the City, said dispute shall be adjudicated as set forth in M.L.U.L. 40:55D-53.2a.

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

ARTICLE 5 – OFF-SITE IMPROVEMENTS AND CONTRIBUTIONS

Redeveloper agrees to pay a contribution, pursuant to the N.J.S.A. 40A:12A-8, in the amount of \$100,000. The Parties agree that this contribution is anticipated to be dedicated to costs for improvements along and adjacent to Ocean Boulevard, pursuant to plans approved by the City and the Monmouth County Planning Board. The Contribution shall be payable as a pre-condition to the issuance of Construction Permits. As of the execution of this agreement, the Parties are still discussing the details of such plans and estimated costs. In the event that it is determined that the contribution cannot be applied to the Ocean Boulevard Improvements, then the City shall dedicate the Contribution to another public, infrastructure, right of way or other redevelopment project that benefits the Beachfront South Redevelopment Sector. Such contribution shall be accepted by the City in complete satisfaction of all off-site improvements to be required under this Agreement by the City as redevelopment entity in connection with the Project. The City as redevelopment entity has taken into account what it deems to be all necessary and reasonable off-site/off tract improvements for this Project in the Beachfront South Redevelopment Sector and does not anticipate any such further improvements to be required by the Planning Board.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

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

(a) **Organization.** 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.

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

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

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

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

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

(g) **Qualifications of Redeveloper.** Redeveloper is fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in, or

contemplated under, this Agreement and it is properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder.

(h) 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. Notwithstanding the above, same shall not preclude or prejudice the Redeveloper from seeking City approval under Article 2.6 herein.

(i) Redeveloper has performed due diligence of the Property and is not aware of any environmental contamination on the Property. In the event of the discovery of such environmental contamination, Redeveloper shall be the solely responsible for any required environmental mitigation and or/remediation pursuant to NJDEP Regulations and shall diligently pursue such efforts as necessary to fulfill its obligations hereunder.

(j) Redeveloper has reasonably cooperated with the City and other redevelopers of projects in the Beachfront South Sector of the Redevelopment Area to provide for coordinated grading and landscaping among and between the project properties.

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

(g) The City shall perform under this Agreement, at all times, and act in a timely and prompt fashion, by processing any Redeveloper's requests under this Agreement within a reasonable time frame not to exceed thirty (30) days.

6.3 Redeveloper Declaration of Covenants.

(a) Upon the recording of the Condominium Master Deed, 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) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the City, except for Permitted Transfers as specifically provided in this Agreement.

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

Subject to the provisions of Article 6 hereof it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Article 6 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof, with the exception of end user purchasers of residential units. It is further intended and agreed that the Covenants and Restrictions set forth in Article 6 hereof shall remain in effect until the issuance by the City of a Certificate of Completion, as provided in Section 4.2, hereof, (at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate), except, however, that the Covenants and Restrictions provided in Sections 6(b) (ii) and (iii), hereof shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on the Redeveloper itself, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Property, and the Improvements constructed thereon or any part thereof.

(d) Enforcement by City.

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

other proper proceedings to enforce the curing of such breach of such Covenants and Restrictions, to which they or any other beneficiaries of such Covenants and Restrictions may be entitled.

ARTICLE 7 – DEFAULT

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

- (a) Should a party to this Agreement fail to make payment of any sum payable to the other party hereunder, or fails to perform hereunder, in a timely manner as set forth here, as the same shall become due and payable, and such default shall have continued for a period of thirty (30) days after receipt of written notice specifying such default, and demanding that same be remedied;
- (b) Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement and failure shall have continued for a period of forty-five (45) days after receipt of written notice specifying such default (or such longer or shorter time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion;
- (c) Redeveloper shall fail to construct the Project pursuant to the Project Schedule in Exhibit B, subject to the occurrence of an Uncontrollable Circumstance and the provisions of this Agreement, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of one hundred-twenty (120) days, unless such suspension arises out of an Uncontrollable Circumstance as set forth in this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the City to do so, or such longer period if incapable of cure within such thirty (30) day period and City agrees to extend such time to cure, provided that Redeveloper has commenced and is diligently prosecuting such cure; or
- (d) Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged, bonded or prosecuted by the Redeveloper in a Court of Law or Arbitration proceeding 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) Redeveloper is dissolved, or files a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or suspends payment of its obligations, or takes any action in furtherance of the foregoing; or Redeveloper consents to the appointment of a receiver, or an answer proposing the adjudication of Redeveloper as bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, is filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or the Redeveloper consents to the filing of such petition or answer.

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) (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 Redeveloper shall fail to timely cure any Event of Default by Redeveloper as set forth in Section 7.1, the City shall be entitled to terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default, and call any performance or maintenance bond posted as part of site plan approval, in accordance with the terms of this Agreement and Applicable Law, or as otherwise available as a matter of law. Further, the City shall have the right to:

(a) de-designate Redeveloper only to the extent the Project has not been Substantially Completed by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed, it being understood and agreed that if Redeveloper shall fail to cure any such default in accordance with Section 7.2 before substantial Completion the Project, the City may de-designate Redeveloper for that portion of the Project that is not started by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed 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; nor should such action by the City prohibit or impede the ability of the Redeveloper to be fairly compensated for any of its property or improvements that may be lost as a result of such de-designation..

(b) retain any payments or deposits made by Redeveloper hereunder and any monetary and in-kind contributions for infrastructure improvements.

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, Redeveloper shall be entitled, in its sole and absolute

discretion, to terminate this Agreement and seek reimbursement of all actual monetary damages, and any and all remedies available at Law or in equity resulting from such failure to cure the Event of Default.

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

7.6. No Waiver of Rights and Remedies by Delay. Any delay by the aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved party may still resolve the problems by the default involved; nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the other party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other defaults by the other party under this Agreement or with respect to the particular default except to the extent specifically waived in writing. The notice requirements pursuant to the New Jersey Tort Claims Act shall not apply to any action against the City or its Agencies to assert remedies hereunder, except as may otherwise be required to allege any tortious conduct by the City not properly characterized as a breach of contract claim hereunder..

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

ARTICLE 8 – INSURANCE

8.1 Upon commencement of construction and during the remaining term of this Agreement, 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 with a copy of certificates of insurance evidencing that Redeveloper has obtained such insurance:

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

(b) Excess Liability Insurance - in the amount of 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. Redeveloper shall require all subcontractors to provide similar worker's compensation insurance for all of their employees, unless those employees are covered under Redeveloper's insurance.

(d) Certificates. All insurance certificates provided by Redeveloper under this Agreement shall stipulate that the insurance will not be changed or canceled without giving at least sixty (60) day's written notice to the City by certified mail.

ARTICLE 9 – INDEMNITY

9.1 Obligation to Indemnify. 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 Redeveloper within the Property, except that to the extent that any such claim or suit arises from the gross negligence, intentional or willful wrongful acts or omissions, commissions of the Indemnified Parties. The City shall provide notice to 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, 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 shall not survive the issuance of the final Certificate of Completion by the City.

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, the failure of a party and/or its agents, servants, employees to act, respond or reply in a timely manner, or any other similar act or event outside the control of the Affected Party; provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe natural weather conditions, taking into account the geographic location and topographic and geotechnical conditions of the Project.
- (b) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Property, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.
- (c) Delays incurred in obtaining Governmental Approvals caused solely by the approving agency after the Affected Party has taken all required action in obtaining such Approval and the continued delay is outside and beyond the control of the Affected Party;
- (d) Delays resulting from legal challenges brought to challenge any permit and/or Approval related to this Project by third-parties over whom the Affected Party has no control that have a material and adverse effect upon the Affected Party’s ability to perform its obligations under this Agreement.
- (e) Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party’s ability to perform its obligations under this Agreement.
- (f) The unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain transportation services for transporting fill or materials to the Property or the Project area as a result of a public or private labor dispute.

(g) The events set forth above shall be reasonably construed in order to issue the Redeveloper a Certificate of Completion.

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 five (5) 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 facsimile transmission (evidenced by printed confirmation of receipt specifying the receiving telephone number) or email with electronic proof of delivery or delivered personally (with written acknowledgment of receipt) to the Parties at the following respective addresses:

If to Long Branch, to:

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

With a copy to:

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

and if to Redeveloper, to:

Jeffrey B. Markovitz, Esq.
Mark-Built Properties, LLC
2029 Morris Avenue
Union, NJ 07083
jmarkovitz@markovitzlaw.com

With a copy to:

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

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

ARTICLE 12 - PROJECT FINANCING AND MORTGAGEE RIGHTS

12.1 **Redeveloper's Commitment to Finance Construction of the Project.** Redeveloper continues to represent and warrant as so provided to the City that it has the capability to obtain a financing commitment in an amount necessary to implement and complete the Project. On or prior to the earlier to occur of (i) one hundred eighty (180) days after Redeveloper has obtained all Governmental Approvals, or (ii) ninety (90) days prior to Commencement of Construction of the Project, Redeveloper shall submit to the City its final 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. Such submission confirming adequate financing for the Project access to sufficient funds to construct the Project shall not require additional financial analysis by the City beyond the City confirming that such submission satisfactorily assures that the proposed financing is in place to construct the Project.

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. The Redeveloper shall not be required to secure the consent of the City prior to the placement of any Financing/Construction Mortgages on the Project.

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 Default and Assume Redeveloper's Obligations. After any breach or Default referred to in Section 7, each holder shall have the right, at its option, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the City's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.2 hereof, and such Certificate shall mean and provide that any remedies or rights that City shall have or to be entitled to due to the failure of 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, including any conveyance to a Qualified Entity pursuant to Section 2.6, 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 or transfer of more than fifty (50%) percent of the stock of Redeveloper if Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of more than fifty (50%) percent 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 written 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 or townhouse 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.
- (f) All those items that are necessary, customary and incidental to complete the construction of the Project in accordance with the approved Site Plan.

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

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

ARTICLE 14 – RESERVATION OF RIGHTS, TAX ABATEMENT, “PILOT”

14.1 The Redeveloper hereby reserves its right to apply to the City for a Real Estate Tax Exemption, Tax Abatement, or Payment In Lieu Of Taxes (“PILOT”) pursuant to N.J.S. 40A:21-1 et seq. and N.J.S. 40A:20-1 et seq. Therefore, the execution of this Agreement by either party as to the terms and conditions herein shall not preclude, prohibit, impede or create a presumption that the Redeveloper is not reserving its rights as set forth herein, or is not entitled to pursue and receive a Tax Exemption/Abatement, or PILOT, and if there should be such an Application the City will consider same on the merits of said Application. This provision shall not be read to

create a presumption that the City will grant any such Application but only that the City will consider such Application on its merits.

ARTICLE 15 - MISCELLANEOUS

15.1 Term. This Agreement shall terminate upon the earlier of (i) the Completion of the Project and issuance of a final Certificate of Completion (ii) mutual termination by the parties; (iii) termination for default; (iv) five (5) years from issuance of first Construction Permit for the project; (“Termination Date”).

15.2 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.

15.3 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.

15.4 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.

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

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

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

15.12 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.

15.13 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.

15.14 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.

15.15 Construction. Both of the Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each party and agree that no

provision of this Agreement shall be construed in favor of or against either party by virtue of the fact that such party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

**MARK BUILT PROPERTIES AT
LONG BRANCH, LLC**

Witness

By: Jeffrey Markovitz, Managing Member

Kathy Schmelz, Municipal Clerk

CITY OF LONG BRANCH
By: Hon. Adam Schneider, Mayor

Exhibit List

Exhibit A: Draft Site Plan, Landscape Plan, Project Drawings and Architectural Renderings

Exhibit B: Project Schedule

EXHIBIT B
PROJECT SCHEDULE

The Project implementation tasks and completion dates set forth below shall be adhered to by Redeveloper in accordance with the terms and condition of this Redevelopment Agreement.

Milestone

Site Plan Approval	June 2016
Obtain all other Governmental Approvals And Zoning and Construction Permits	Within 180 days of Planning Board Site Plan Approval
Commence Construction	Within 180 days of Construction Permits being issued
Project Completion	Within eighteen (18) months of Commencement of Construction

**RESOLUTION DESIGNATING BLACK RIDGE REALTY, INC. AS A REDEVELOPER
FOR A PORTION OF BEACHFRONT SOUTH AND AUTHORIZING EXECUTION OF
A REDEVELOPMENT AGREEMENT.**

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

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

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

WHEREAS, in or about August 2015, Black Ridge Realty, Inc. ("Black Ridge") submitted a request for Qualifications (RFQ) outlining its experience and qualifications as a candidate to redevelopment a portion of the Beachfront South Sector of the Redevelopment Area and submitted a Request for Proposal (RFP), outlining a concept for such proposed development (the "Proposed Project") of properties located at 345 Ocean Avenue and designated on the City of Long Branch Tax Map as Block 216, Lot 14.01 (the "Property"); and

WHEREAS, the Redevelopment Design Review Committee (the "DRC") and City financial consultants have reviewed the RFQ determined that Black Ridge has preliminarily demonstrated its experience and qualifications to develop the Properties, subject to verification of its ability to finance and construct the Proposed Project once the design details are finalized for the Proposed Project; and

WHEREAS, the DRC has reviewed the RFP and has met with Black Ridge and reviewed its design concepts for the Proposed Project and has determined that the Proposed Project meets the goals and objectives of the Redevelopment Plan; and

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

WHEREAS, on September 8, 2015, Black Ridge appeared before the Mayor and Council of the City during a public meeting and presented the Proposed Project for the development of the Property; and

WHEREAS, while the Council believed that the Proposed Project required further refinement in certain design details, on September 24, 2015, the Council adopted Resolution 231-15, conditionally-designating Black Ridge as a redeveloper for the Property, subject to further review and refinement of Black Ridge's plans to construct and finance the Proposed Project and the negotiation and execution of a redevelopment agreement setting forth the respective rights and obligations of the parties in connection with such redevelopment; and

WHEREAS, the Council extended Black Ridge's conditional designation to continue project review and refinement and to extend negotiations; and

WHEREAS, the Redevelopment Committee has worked collaboratively with Black Ridge to refine and improve the Project Concept and have been discussing items to be addressed in a redevelopment agreement for a project for the Property; and

WHEREAS, Black Ridge has made certain design modifications and progress implementation of a project for the Property and has provided materials supporting the financing plan for the Project and its ability to finance the Project, as well as a more-detailed revised Project Concept; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that Black Ridge Realty, Inc. be and hereby is designated as redeveloper for the Property.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Redevelopment Agreement with Black Ridge Realty, Inc., attached hereto as Exhibit A.

MOVED: *S.ianne*
SECONDED: *Pallone*

AND ADOPTED UPON THE FOLLOWING ROLE CALL

AYES: 5
NAYES: 0
ABSENT: 6
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THAT THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4/26/16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 27 DAY OF April, 2016
04/26/16
MUNICIPAL CLERK, P.M.

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016 by and between THE CITY OF LONG BRANCH (hereinafter referred to as the "City"), a municipal corporation and body politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and BLACKRIDGE REALTY, INC., a New Jersey corporation established and operated within the State of New Jersey with its principal place of business located at 200 Central Avenue Mountainside, New Jersey 07092, (hereinafter referred to as "Redeveloper") (referred to collectively as the "Parties").

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

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

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

WHEREAS, Redeveloper has proposed a plan for the redevelopment of a portion of the Redevelopment Area containing properties located between Ocean Avenue and Ocean Boulevard and designated on the City of Long Branch Tax Map as Block 216, Lots 9, 10, 14.01 and 25 (the "Properties"); and

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

WHEREAS, pursuant to the Redevelopment Plan, the Property is located in the Beachfront South Sector of the Redevelopment Area and further subject to the Design Guidelines Handbooks 1 and 6 (the "Design Guidelines"); and

WHEREAS, Redeveloper was conditionally-designated as redeveloper of the Property on September 24, 2015, the Council adopted Resolution #231-15, and has been engaged in a collaborative design process and negotiation of a redevelopment agreement for a proposed project for the Property; and

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

WHEREAS, on February 23, 2016, Redeveloper appeared before the Mayor and Council and the public to present its proposed project; and

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

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

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

ARTICLE 1 - DEFINITIONS

1.1 Defined Terms.

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

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

"Certificate of Completion" A written certificate issued by the City in accordance with Section 4.2 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" 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.

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

“Effective Date” means the date that the last party executes this Agreement.

“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.

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

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

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

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

ARTICLE 2 – DESCRIPTION OF PROJECT

2.1 **Purpose; Designation as Redeveloper.** The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the City and 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 and Design Guidelines. 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 Project Description. The Project shall consist of one six story building containing forty (40) residential market rate units and associated improvements, as more particularly described in Exhibit A hereto.

2.3 Project Development. The Project shall be designed and developed in accordance with the Redevelopment Plan, Design Guidelines and Exhibit A hereto. The City agrees that the Project as set forth on Exhibit A complies with the Redevelopment Plan and Design Guidelines. Any modifications that would trigger a "d" variance pursuant to N.J.S.A. 40:55D-70(d) shall require the Redeveloper to request an amendment to the Redevelopment Plan, which request may be granted or denied in the City's sole but reasonable discretion. Any modifications from the Redevelopment Plan that would be deemed a "design waiver" 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's sole but reasonable discretion.

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 physically or economically impractical. Such modifications shall be subject to the review and approval of the City. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the City for consistency with the Redevelopment Plan and Design Guidelines and approved by the City's, in its sole but reasonable discretion, 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 unless the Redeveloper utilizes materials, finishes, design elements or landscaping features of like or equal quality as those which have been approved by the City, which deviations the City not unreasonably deny if it is satisfied that the proposed materials, elements and/or features are of a substantially equivalent quality.

2.5 Development Schedule. Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule attached hereto as Exhibit B, subject to delay caused by an Uncontrollable Circumstance, as defined in Article 10 of this Agreement.

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 reasonable 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 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 represents and warrants herein that it meets the above criteria for a Qualified Entity and, based upon such representation, Redeveloper is hereby deemed a Qualified Entity.

(d) Qualified Entity Approval Process. 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 APPLICATIONS FOR REDEVELOPMENT OF PROJECT

3.1 Procedures; General. The process shall consist of an application to the City and City Planning Board for review and approval of a site plan for the Project to be developed pursuant to this Agreement. The development process shall be in accordance with the LRHL and the New Jersey Municipal Land Use Law (“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 Redeveloper.

3.2 Application for Project.

(a) Application. Redeveloper shall submit to the City a full Planning Board application and set of documents for approval of a proposed development pursuant to the (the “Application”) prior to submission to the Planning Board. The City will submit the Application for a pre-application review by the New Jersey Department of Environmental Protection (NJDEP”). Redeveloper may submit its Application to the Planning Board at any time after the earlier of (i) NJDEP providing comments to the Application or (ii) the City meeting with NJDEP to discuss the Application.

(b) Redevelopment Plan Application Requirements. The Application shall 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 B hereto.
- (vii) A list of any requirements in the Redevelopment Plan from which Redeveloper seeks design waiver relief and the basis upon which such relief is requested.
- (viii) Such other information as may be reasonably required of the professionals employed by the Planning Board in writing no sooner than ten (10) calendar days prior to any hearing before the Board on the application, so as to afford Redeveloper an adequate opportunity to review and respond to such reports prior to the aforesaid Board hearing.

3.3 Other Governmental Approvals. It is acknowledged by both parties that it may be necessary for Redeveloper to obtain Approvals or permits from other governmental agencies in order to undertake development of the Project. Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and Approvals for the Project in a timely fashion and utilizing commercially reasonable efforts. The City agrees to provide any pertinent information in its possession and to provide any reasonable assistance, without cost or expense to the City, which may be required of it to enable 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 Redevelopment Area Permit, as set forth in N.J.A.C. 7:7-7.4 (30 N.J.R. 645 (1998)).

ARTICLE 4- CONSTRUCTION OF PROJECT

4.1. Suspension of Construction.

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 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 fifteen (15) calendar days after written demand by the City to do so, then such shall constitute an Event of Default by Redeveloper under this Agreement and the City shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the City at law or in equity.

4.2. Certificates of Occupancy and Certificate of Completion.

(a) Upon completion of the construction of the Improvements and/or each Phase or unit, as may be applicable, in accordance with the Governmental Approvals, Redeveloper may apply to the City for a Certificate of Occupancy for the Project or completed Phase(s) or 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 Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Law(s), the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion (a) the agreements restrictions and covenants set forth in Section 6 hereof shall cease and terminate, except for those covenants and restrictions set forth in Section 6 hereof which shall survive in accordance with the terms of Section 6, (b) the conditions determined to exist at the time the Property was 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 Redeveloper, the City shall provide to Redeveloper a written statement setting forth in detail the respects in which it believes that Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Monmouth County Clerk's office.

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

4.3 Design Elements.

(a) Utility services and electrical lines: The cost for utility upgrades and installations servicing the Property shall be the responsibility of Redeveloper.

(b) Streetscape improvements: All costs for streetscape improvements on the Property are the responsibility of Redeveloper. This includes landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements. This is separate and apart from any obligation for contribution to streetscape improvements pursuant to Article 5 herein.

(c) Redeveloper will be responsible for its proportionate share of costs of sewer extension to the site subject to separate agreement with Long Branch Sewer Authority.

4.4 Contribution To Costs And Financial Obligations

(a) Redevelopment Fee. Redeveloper shall pay "Administrative Fee" as established by City Ordinance in the amount of \$100,000.00 upon execution of this Agreement, which may be payable to Redeveloper counsel's attorney trust account and thereafter shall be paid over to the City upon and as a condition of Redeveloper's Site Plan approval for the Project from the Planning Board.

(b) Escrow Fees.

(i) City Costs. City Costs shall include, but not be limited to any reasonable fees and costs of any professional consultant, contractor or vendor retained by the City to present or endorse the Project in connection with any Governmental Approvals or completing due diligence with respect to the terms of the Redevelopment Agreement or other ancillary agreements between the Parties and for legal and other fees in completing oversight and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys and financial consultants, among others, and all other reasonable out-of-pocket costs and expenses of the City incurred in its assistance in implementation of the Project or in connection with the defense of any approvals of the Project, pursuant to the LRHL, N.J.S.A. 40A:12A-8(e) and (f). Redeveloper has previously established an escrow account with the City to be maintained in the amount of fifteen thousand dollars (\$15,000.00), as part of Redeveloper's conditional-designation for the funding of City Costs incurred by the City in connection with the Project. Redeveloper shall maintain such escrow account until as an obligation hereunder until the issuance of a Certificate of Completion.

Should the above amount be insufficient to cover City Costs, within fifteen (15) days of the receipt by Redeveloper of written notice from City that the amount in the escrow account has decreased to two thousand and five hundred dollars (\$2,500.00), Redeveloper shall replenish the escrow account with the City to the

amount of fifteen thousand dollars (\$15,000.00). If the City Costs incurred by City exceed the amount in the escrow account, Redeveloper will pay such costs upon fifteen (15) days written notice from City that such costs are due.

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

ARTICLE 5-DEVELOPER CONTRIBUTIONS

Redeveloper agrees to pay a contribution, pursuant to the Incentive's Section of the Design Guidelines and N.J.S.A. 40A:12A-8, in the amount of \$50,000. The Parties agree that this contribution is anticipated to be dedicated to costs for improvements along and adjacent to Ocean Boulevard, pursuant to plans approved by the City and the Monmouth County Planning Board. The Contribution shall be payable as a pre-condition to the issuance of Construction Permits. As of the execution of this agreement, the Parties are still discussing the details of such plans and estimated costs. In the event that it is determined that the contribution cannot be applied to the Ocean Boulevard Improvements, then the City shall dedicate the Contribution to another public, infrastructure, right of way or other redevelopment project that benefits the Beachfront South Redevelopment Sector.

The Redeveloper reserves its right to apply to the City for a Real Estate Tax Exemption, Tax Abatement, or Payment In Lieu Of Taxes ("PILOT") pursuant to N.J.S. 40A:21-1 et seq. and N.J.S. 40A:20-1 et seq. Therefore, the execution of this Agreement by either party as to the terms and conditions herein shall not preclude, prohibit, impede or create a presumption that the Redeveloper is not reserving its rights as set forth herein, or is not entitled to pursue and receive a Tax Exemption/Abatement, or PILOT, and if there should be such an Application the City will consider same on the merits of said Application. This provision shall not be read to create a presumption that the City will grant any such Application but only that the City will consider such Application on its merits. In the event that the City did approve a PILOT, Redeveloper agrees to pay an additional contribution to off-site public improvements and/or infrastructure in the amount \$25,000.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

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

(a) **Organization.** 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.

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

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

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

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

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

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

(h) Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the sole purpose of redevelopment of the Property and not for speculation in land holding.

(i) Redeveloper has performed due diligence of the Property and is not aware of any environmental contamination on the Property. In the event of the discovery of such environmental contamination, Redeveloper shall be the solely responsible for any required environmental mitigation and or/remediation and shall diligently pursue such efforts as necessary to fulfill its obligations hereunder.

(j) Redeveloper shall work cooperatively with the City and other redevelopers of projects in the Beachfront South Sector of the Redevelopment Area to provide for coordinated grading and landscaping among and between the project properties.

6.2 City's Representations and Warranties. The City hereby represents and warrants to, and covenants with, 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 effect 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) 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 by Applicable Law or reasonably necessary 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, which the City acknowledges the proposed uses for the Project do comply with the Redevelopment Plan;
- (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) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the City, except for Permitted Transfers as specifically provided in this Agreement.

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

Subject to the provisions of Article 6 hereof it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Article 6 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof, with the exception of end user purchasers of residential units. It is further intended and agreed that the Covenants and Restrictions set forth in Article 6 hereof shall remain in effect until the issuance by the City of a Certificate of Completion, as provided in Section 4.2, hereof, (at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate), except, however, that the Covenants and Restrictions provided in Sections 6(b) (ii) and (iii), hereof shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on the Redeveloper itself, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Property, and the Improvements constructed thereon or any part thereof.

(d) Enforcement by City.

In amplification, and not in restriction of the provisions of this Article 6, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the Covenants and Restrictions set forth in Section 6(b) hereof both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City for the entire period during which such Covenants and Restrictions shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such Covenants and Restrictions relate. The City shall have the right, in the event of any breach of any such Covenants and Restrictions, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of such Covenants and Restrictions, to which they or any other beneficiaries of such Covenants and Restrictions may be entitled provided that at least thirty (30) days prior written notice be provided to Redeveloper stating alleged violation and demand that Redeveloper cure the same.

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) Redeveloper is in default in the payment of any sum payable to the City hereunder, as the same shall become due and payable, and such default shall have continued for a period of thirty (30) days after receipt of written notice specifying such default, and demanding that same be remedied;
- (b) Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement and failure shall have continued for a period of thirty (30) days after receipt of written notice specifying such default (or such longer or shorter time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion;
- (c) Redeveloper shall fail to construct the Project pursuant to the Project Schedule in Exhibit B, subject to the occurrence of an Uncontrollable Circumstance and the provisions of this Agreement, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of ninety (90) days, unless such suspension arises out of an Uncontrollable Circumstance as set forth in this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the City to do so, or such longer period if incapable of cure within such thirty (30) day period and City agrees to extend such time to cure, provided that Redeveloper has commenced and is diligently prosecuting such cure; or
- (d) Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the 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 thirty (30) days after written demand served upon the Redeveloper by the City; or
- (f) Redeveloper is dissolved, or files a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or suspends payment of its obligations, or takes any action in furtherance of the foregoing; or Redeveloper consents to the

appointment of a receiver, or an answer proposing the adjudication of Redeveloper as bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, is filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or the Redeveloper consents to the filing of such petition or answer.

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 Redeveloper shall fail to timely cure any Event of Default by Redeveloper as set forth in Section 7.1, the City shall be entitled, in its sole and absolute discretion, to terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default, and call any performance or maintenance bond posted as part of site plan approval, in accordance with the terms of this Agreement and Applicable Law, or as otherwise available as a matter of law. Further, the City shall have the right to:

(a) de-designate Redeveloper to the extent the Project has not been started by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed, it being understood and agreed that if Redeveloper shall fail to cure any such default in accordance with Section 7.2 before substantial Completion the Project, the City may de-designate Redeveloper for that portion of the Project that is not started by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed 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; and

(b) retain any payments or deposits made by Redeveloper hereunder and any monetary and in-kind contributions for infrastructure improvements.

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, Redeveloper shall be entitled, in its sole and absolute discretion, to terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default and return of all payments and/or escrows and deposits made by Redeveloper to the City, after the City has fulfilled all obligations for outstanding City Costs.

7.5 Limitation of Liability. The Parties agree that in the event of any Default or breach under this Agreement, the Parties shall look solely to the Parties hereto and their

respective property interest in the Project for the recovery of any judgment or damages, and agree that no member, manager, officer, principal, employee, representative or other person affiliated with such party shall be personally liable for any such judgment or damages. In no event shall either Party be responsible for any consequential or punitive damages.

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

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

ARTICLE 8 –INSURANCE

8.1 Upon commencement of construction and during the remaining term of this Agreement, 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 with a copy of certificates of insurance evidencing that Redeveloper has obtained such insurance:

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

(b) Excess Liability Insurance - in the amount of 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. Redeveloper shall require all subcontractors to provide similar worker's compensation insurance for all of their employees, unless those employees are covered under Redeveloper's insurance.

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

ARTICLE 9 – INDEMNITY

9.1 Obligation to Indemnify. 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 Redeveloper within the Property, except that to the extent that any such claim or suit arises from the grossly negligent, reckless or intentional or willful wrongful acts or omissions of the Indemnified Parties. The City shall provide notice to 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, Redeveloper shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice.

ARTICLE 10 - UNCONTROLLABLE CIRCUMSTANCES

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

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

and industry standards to protect against reasonably foreseeable severe natural weather conditions, taking into account the geographic location and topographic and geotechnical conditions of the Project.

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

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

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

(e) Delays caused by any moratorium imposed by any governmental, quasi-governmental agency or utility provider relating to the provision of utility and/or sewer services to the Property.

(f) 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.

(g) 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 five (5) 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 facsimile transmission (evidenced by printed confirmation of receipt specifying the receiving telephone number) or email with electronic proof of delivery or delivered personally (with written acknowledgment of receipt) to the Parties at the following respective addresses:

If to Long Branch, to:

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

With a copy to:

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

and if to Redeveloper, to:

Nathan Reich
Black Ridge Realty, Inc.
200 Central Avenue
Mountainside, NJ

with a copy to:

John A. Giunco, Esq.
Justin McCarthy, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701
jgiunco@ghclaw.com
jmccarthy@ghclaw.com

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

ARTICLE 12- PROJECT FINANCING AND MORTGAGEE RIGHTS

12.1 Redeveloper's Commitment to Finance Construction of the Project. Redeveloper represents and warrants that it has the capability to obtain a financing commitment in an amount necessary to implement and complete the Project. On or prior to the earlier to occur of (i) one hundred eighty (180) days after Redeveloper has obtained all Governmental Approvals, or (ii) ninety (90) days prior to Commencement of Construction of the Project, Redeveloper shall submit to the City a financial plan that 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.

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 Default and Assume Redeveloper's Obligations. After any breach or Default referred to in Section 7, each holder shall have the right, at its option, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the City's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.2 hereof, and such Certificate shall mean and provide that any remedies or rights that City shall have or to be entitled to due to the failure of 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 UPON 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, including any conveyance to a Qualified Entity pursuant to Section 2.6, 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 or transfer of more than fifty (50%) percent of the stock of Redeveloper if Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of more than fifty (50%) percent 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. The restrictions on transfer referred to in this paragraph shall cease and no longer be of any force or affect upon issuance of the Certificate of Completion or upon issuance of the final Certificate of Completion if those certificates are issued on a per unit basis.

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

- (a)
 - (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 or townhouse units.
 - (c) Leases of individual units to third party Lessees.
 - (d) Utility and other necessary easements.
- (e) 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.

(f) 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, 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. This Agreement shall terminate upon the earlier of the Completion of the Project or five (5) years from its Effective Date, ("Termination Date").

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

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

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

14.14 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.

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

[SIGNATURES ON NEXT PAGE]

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

BLACK RIDGE REALTY, INC.

Witness _____ **By:** _____

CITY OF LONG BRANCH

Kathy Schmelz, Municipal Clerk _____ **By:** _____
Hon. Adam Schneider, Mayor

Exhibit List

Exhibit A: Draft Site Plan, Landscape Plan, Project Drawings and Architectural Renderings

Exhibit B: Project Schedule

EXHIBIT B
PROJECT SCHEDULE

The Project implementation tasks and completion dates set forth below shall be adhered to by Redeveloper in accordance with the terms and condition of this Redevelopment Agreement.

Milestone

Site Plan Approval	June 2016
Obtain all other Governmental Approvals And Zoning and Construction Permits	Within six (6) months of Site Plan Approval
Commence Construction	Within six (6) months of Permits being issued
Project Completion	Within eighteen (18) months of Commencement of Construction

Docs #2234832-v3

**RESOLUTION
2016 EMERGENCY TEMPORARY APPROPRIATIONS**

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for most city departments due to extension of budget introduction and hearing schedules.

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2016 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total **\$4,186,314.00** in addition to the original temporary budget adopted January 12, 2016 in the amount of **\$13,604,471.63** for a total Year to Date temporary budget of **\$29,419,208.63**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2016, and that in accordance with the Statute such item of appropriation will be included in the 2016 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

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

RECEIVED AND FILED
CITY OF LONG BRANCH
CITY OF LONG BRANCH
JOHN L. SCHWARTZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THAT THE FOREGOING
TO BE A TRUE, CORRECTED AND CURRENT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4/26/16
IN WITNESS WHEREOF, I HAVE HEREBY UNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 1 MAY 2016
John L. Schwartz
MUNICIPAL CLERK, R.M.C.

Budget Appropriations 2016

Emergency
Temporary
Budget Appropriations
4/26/2016

Office of the Chief Administrator

Miscellaneous Other Expenses (Special Events)
OE \$ 60,874.00 Special Events Summer Bands

Bureau of Conservation (Beaches)

Salaries and Wages \$ 200,000.00 Start up Beach season
Other Expenses \$ 37,805.00

Municipal Debt Service Excluded from "CAPS"

Payment of Bond Principal \$ 1,815,000.00 \$ (72,999.00) Debt Service Adjustment
Payment of Bond Anticipation Notes \$ 200,000.00 \$ (139,000.00)

STATUTORY EXPENDITURES:

Public Employees Retirement System \$ 1,181,440.00 annual assessment

Police & Firemens Retirement System \$ 2,918,194.00 annual assessment

\$ 4,186,314.00

R# 86-16

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Siranuse

SECONDED: Fallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true
copy of a resolution adopted by the City Council
at their Regular meeting held on
April 26, 2016

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 27th day of April, 2016, 2016

Kathy L. Schmelz

Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of April 26, 2016. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

279 Broadway Associates	May Rent - Municipal Court	9,866.43
A T & T	Telephone Service - Central - Bill Dated March 2016	657.79
A.C. Moore	Supplies for Projects - Senior Affairs	461.59
ABC Supply Co.,	Miscellaneous Materials for Comfort Stations and Ticket Booths - Public Works	2,223.12
Alexander Kelly	Reimbursement of Expenses - Computer Supply	14.95
All Industrial Safety Products	Lime Mesh Vests - Public Works	204.00
American Hose & Hydraulics	Replace Seals - PW# 103 - Public Works	2,048.95
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Retainer - March 2016	2,500.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General, Tax Appeals - March 2016	34,571.47
Assa Abloy	Repair Automatic Door - City Hall Building Entrance	375.97
Atlantic Environmental, Inc	Air Sampling for Hex Chrome & Welding Fumes - Public Works	1,996.00
Atlantic Plumbing Supply	Miscellaneous Plumbing Parts & Supplies- DPW	63.80
Atlantic Security & Fire, Inc	Quarterly Monitoring - 142 Belmont Ave - 04/01-06/30-2016	150.00
Auto Parts	Miscellaneous Auto Parts - March 2016 - Various Departments	3,032.63
B & H Photo	Power Adapters - IT Dept.	404.97
Baxter's Frame Works and Badge Frame	Miscellaneous Signs and Name Plates - Police Department	5,000.00
Beverly Baxter	Ceramic Instructor - March 2016 - Senior Affairs	1,143.75
Cablevision Lightpath	Lease of Dark Fiber - April 2016 - IT	1,500.00
Campbell Foundry Company	Frame and Grate to replace Damaged Grated on Lowden Court - Public Works	245.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	510,673.40
City of Long Branch Clearing Account	To Reimburse Clearing Account	54,848.32
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 04/08/16	998,138.79
City of Long Branch Payroll Agency Account	Payroll Dated 04/08/16	957,421.36
City of Long Branch Payroll Agency Account	Payroll Dated 04/08/16 - FICA/Medicare	40,717.43
City of Long Branch Payroll Agency Account	Employee Health Benefits - April 2016	447,733.67
Complete Security Systems Inc	Central Monitoring System - 04/01-06/30/2016 - Municipal Court and Senior Center	1,364.00
County of Monmouth Public Works & Engineering Dep	Towing from DPW to Trenton Mack - PW# 199 - Public Works	170.98
CWA Local 1075	Employee Dental/ Vision Benefits - April 2016	5,200.00
D. W. Smith	Professional Services - Manahassett Creek Park - 02/29-04/03/2016	1,785.00
Dearborn National Life	Employee Life Insurance - April 2016	1,276.80
Diamond M Lumber Co	Lumber for Ticket Booths - Public Works	5,773.34
Extel Communications	Addition to Phone System - IT Dept.	5,405.00
F & C Automotive Supply	Valve for Sanitation# 90 - Public Works	65.99
Fastenal Company	Coveralls for Garage - Public Works	109.55
Firefighters Bookstore	Fundamentals of Firefighters Skills - Fire Department	802.64
Freehold Ford	Miscellaneous Auto Repairs - PD# 123 & # 8 - Public Works	272.71
Gagliano Appraisal, LLC	Professional Services - Tax Appeals - January thru March 2016	4,725.00
Gannett Satellite Information	Legal Ads - March 2016 - City Clerk	261.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Garden State Highway Products	Railroad Crossing Compliance - Police Department	696.50
George Medina	Reimbursement of Fuel on 03/31/2016	20.00
Gloria Winnick	Mileage Reimbursement - January thru March 2016 - Mayor's Office	49.19
Green Office, LLC	Shredding Service - January thru March 2016 - Various Departments	429.00
Home Depot Credit Services	Miscellaneous Items for Various Departments	1,869.43
Horizon Blue Cross Blue Shield	Employee Dental Benefits - April 2016	14,050.47
Jamm Printing	Business Cards - OEM	284.00
Jersey Central Power and Light	Electric Service - Bills Dated - March 2016	18,606.26
Joanne Fabrics	Supplies for Special Events - Senior Affairs	528.45
John's Auto & Truck Repair	Towing Charge - Police Department	100.00
JPC Enterprise, Inc	Janitorial Supplies - Public Works	60.50
K J 525 Philanthropy Club	Fundraiser Luncheon - 03/19/2016 - Recreation	540.00
Lawson Products, Inc	Replacement Parts - Police Department	754.96
Leon S. Avakian, Inc	Engineering Services Rendered - Tax Map Revisions - January thru February 2016	573.75
Leon S. Avakian, Inc	Engineering Services Rendered - Street Scape Improvements - January thru February 2016	2,965.00
Leon S. Avakian, Inc	Engineering Services Rendered - Sairs Avenue Phase II - January thru February 2016	506.25
Leon S. Avakian, Inc	Engineering Services Rendered - Emergency Generator for Annex - January thru February 2016	1,715.00
Lexis Nexis Matthew Bender	Admin Code Title 4A Personnel/ Civil Service - Personnel	77.22
Long Branch Chamber of Commerce	Rent - May 2016 - Recreation and Community Development	3,300.00
Lowe's	Materials for Ticket Booths - Public Works/Various Tools and Supplies - Police Department	4,709.18
Mark White, PHD	Fitness for Duty - Police Department	1,137.50
Mauro V. Baldanza	Reimbursement of Expenses - Backrack for Beach Pickup Trucks	712.00
Mazza & Sons	Recycle Tires - Public Works	632.00
MCAA of NJ c/o Tracey Horan	Registration for Annual Spring Conference - 05/12-05/13/2016 - Municipal Court	450.00
Meadowlands Transportation	Year Round Shuttle Service - March 2016 - Community Development	3,500.00
Minerva Cleaners	Trim for Turn Out Gear - Fire Department	1,492.20
Modulex Partition Corp	Partitions for Comfort Stations - Public Works	9,620.00
Monmouth Medical Center	Registration for Health and Wellness Conference - 04/20/2016 - Senior Affairs	125.00
Monmouth University	Use of Studio 03/30/2016 & 04/06/2016 - Cable Commission	1,500.00
Municipal Clerks Association	2016 Membership Dues - City Clerk	75.00
N. J. Gravel & Sand	Top Soil - Manahasset Park & Great Lawn - Public Works	640.00
NAACP/ Greater Long Branch	Workshop for Youth - Empowerment Workshop - 03/26/2016 - Recreation	500.00
New Jersey American Water	Water Utilities - March 2016	17,190.54
New Jersey Motor Vehicle	Title/ Registration - Public Works	60.00
NJ Fire Equipment	Eagle Attack Lanyard - Fire Department	43.20
NJ State League of Municipalities	Municipal Directory - Administration	49.00
Nolze Garage Door	Various Service Calls - Fire Department & Public Works	3,638.75
PCM-G	Code Red Agreement Extension - 01/26/2015-01/25/2017 - OEM	25,445.90
Petro King Service Co	Service and Repairs to Fuel Pumps - Public Works	1,508.32
Pitney Bowes	Supplies and Rental Agreement for Postage System - Tax Collector	322.98
Ralph Clayton	Concrete - Public Works	1,041.00
Red Uniform Tailor	Uniform - Police Department	758.95
Republic Services of NJ, LLC	Disposal of Bulky Waste - 03/23-03/29/2016	6,020.57
Resorts Atlantic City	Reservation to Attend NJEPA - S. Dzuiba - OEM - 05/05-05/06/2016	330.80
Riggins Incorporated	Unleaded Gasoline - 03/11, 03/24/2016 - Public Works	5,619.22
Saker Shoprites	Food for College Dinner - 03/19/2016 - Recreation	195.80
Sherwin Williams	Paint for Laird Street Comfort Station - Public Works	559.03
Signs by Tomorrow	Custom Prints Mounted on Foam - IT Dept.	135.00
Siperstein's	Caulking - Public Works	37.23
State of NJ/ Dept of Comm	Annual Inspection of Elevator - City Hall Building - Public Works	667.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TCTA Membership Services	2016 Membership - M. Martin & P. Antonucci - Finance	*	200.00
Treasurer, County of Monmouth	2016 Assessment for Monmouth County Emergency Response Team - Police Department	*	1,000.00
Treasurer, State of NJ	State Training Fees - Long Branch - 1st Quarter - 2016	*	7,176.00
Treasurer, State of NJ	State Training Fees - West Long Branch - 1st Quarter - 2016	*	4,394.00
Treasurer, State of NJ	1st Quarter Marriage Licenses - Health Dept	*	1,500.00
Tuzzio's	Pizza for Basketball Luncheon 03/19/2016 - Recreation	*	630.00
United Parcel Service	Postage for Overnight Package - Finance	*	3.66
Vantage Point R.E. Dev Mgmt., LLC	Professional Services - General Redevelopment - March 2016	*	13,722.16 Pymt# 3
Verizon	Telephone Service - Central - Bill Dated March 2016	*	317.94
Vision Service Plan	Employee Vision Benefits - April 2016	*	1,161.57
Visiting Nursing Services of Central Jersey	Public Health Nursing Services - 1st Quarter - January thru March 2016 - Health Dept	*	3,192.00 Pymt# 1
W.B. Mason	Miscellaneous Office Supplies - Various Departments	*	1,861.42
William Bahamonde	Reimbursement for Various Computer Supplies - IT Dept.	*	39.98
Windstream	Telephone Service - Central - Bill Dated March 2016	*	2,179.54
Wireless Communications & Electronics	Installation of Mobile Radios - Fire	*	2,300.00

TOTAL CURRENT

3,278,725.82

City of Long Branch Clearing Account	To Reimburse Clearing Account	*	98,180.00
Leon S. Avakian, Inc	Engineering Services Rendered - Promenade Storm Damage - January thru March 2016	*	23,305.00
Leon S. Avakian, Inc	Engineering Services Rendered - Reconstruction Boardwalk - January thru March 2016	*	54,883.75
Leon S. Avakian, Inc	Engineering Services Rendered - Lake Takanassee Dredging - January thru February 2016	*	2,145.00
Leon S. Avakian, Inc	Engineering Services Rendered - Streetscape Improvements to Brighton Ave - Jan thru Feb 2016	*	3,991.25
Leon S. Avakian, Inc	Engineering Services Rendered - Drainage Improvements to Dale Street - January thru March 2016	*	8,945.00
Leon S. Avakian, Inc	Engineering Services Rendered - Branchport Ave. - January thru March 2016	*	2,025.00
Leon S. Avakian, Inc	Engineering Services Rendered - Jackson Woods Storm Drainage - January thru March 2016	*	2,885.00
Rileighs Outdoor Décor	Custom Town Seal Banners for Boardwalk	*	6,923.00
Vantage Point Real Estate	Professional Services Rendered - Pier Design - March 2016	*	8,817.17 Pymt# 3

To Reimburse Clearing Account	*	98,180.00
Engineering Services Rendered - Promenade Storm Damage - January thru March 2016	*	23,305.00
Engineering Services Rendered - Reconstruction Boardwalk - January thru March 2016	*	54,883.75
Engineering Services Rendered - Lake Takanassee Dredging - January thru February 2016	*	2,145.00
Engineering Services Rendered - Streetscape Improvements to Brighton Ave - Jan thru Feb 2016	*	3,991.25
Engineering Services Rendered - Drainage Improvements to Dale Street - January thru March 2016	*	8,945.00
Engineering Services Rendered - Branchport Ave. - January thru March 2016	*	2,025.00
Engineering Services Rendered - Jackson Woods Storm Drainage - January thru March 2016	*	2,885.00
Custom Town Seal Banners for Boardwalk	*	6,923.00
Professional Services Rendered - Pier Design - March 2016	*	8,817.17 Pymt# 3

TOTAL CAPITAL

212,100.17

City of Long Branch Clearing Account	To Reimburse Clearing Account	*	6,147.39
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 04/08/16	*	6,587.23
City of Long Branch Payroll Agency Account	Employee Health Benefits - April 2016	*	5,728.73
City of Long Branch Payroll Agency Account	Payroll Dated 04/08/16	*	6,139.82
City of Long Branch Payroll Agency Account	Payroll Dated 04/08/16 - FICA/Medicare	*	447.41
Dearborn National Life	Employee Life Insurance - April 2016	*	11.01
Horizon Blue Cross Blue Shield	Employee Dental Benefits - April 2016	*	189.39
Intelligent Products, Inc	Green Mutt Mitt Dispensers and Mutt Mitts - Animal Control	*	1,694.09
Long Branch Animal Hospital	Animal Shelter Services - March 2016	*	1,310.00 Pymt# 2
NJ Dept of Health and Senior Services	Dog Report - March 2016	*	185.40
Vision Service Plan	Employee Vision Benefits - April 2016	*	32.86

To Reimburse Clearing Account	*	6,147.39
To Reimburse Clearing Account - Payroll Dated 04/08/16	*	6,587.23
Employee Health Benefits - April 2016	*	5,728.73
Payroll Dated 04/08/16	*	6,139.82
Payroll Dated 04/08/16 - FICA/Medicare	*	447.41
Employee Life Insurance - April 2016	*	11.01
Employee Dental Benefits - April 2016	*	189.39
Green Mutt Mitt Dispensers and Mutt Mitts - Animal Control	*	1,694.09
Animal Shelter Services - March 2016	*	1,310.00 Pymt# 2
Dog Report - March 2016	*	185.40
Employee Vision Benefits - April 2016	*	32.86

TOTAL ANIMAL CONTROL

28,473.33

B & H Photo			1,591.60
City of Long Branch Clearing Account			2,170.08
City of Long Branch Clearing Account			154.19
City of Long Branch Payroll Agency Account			1,978.82
Dearborn National Life			7.34
Horizon Blue Cross Blue Shield			157.26
Jersey Central Power and Light			154.19
Vision Service Plan			26.66

TOTAL HUD		6,240.14
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A T & T			15.05
Active Footwear Inc			250.44
Ansell, Zaro, Grimm & Aaron			110.00
Arbus, Maybruch & George			1,302.00
Aslan Inc			705.12
Autism Speaks			610.07
City of Long Branch Clearing Account			48,502.84
City of Long Branch Clearing Account			3,966.12
City of Long Branch Clearing Account			62,862.77
City of Long Branch Payroll Agency Account			2,760.49
City of Long Branch Payroll Agency Account			62,546.21
City of Long Branch Payroll Agency Account			316.56
Cranmer Engineering			2,346.50
CRJ Contracting Corp			476.36
Dearborn National Life			3.67
E.M. Waterbury			1,633.75
Horizon Blue Cross Blue Shield			78.63
Kevin E. Kennedy, Esq			224.00
Michael A. Irene, Jr			525.00
Public Tax Investments			1,000.00
RE Community			8,892.40
Synagogue House of Miriam			781.44
US Bank Cust PC 4 Actlien Holding			2,200.00
US Bank Cust PC 5 Sterling Natl			400.00
Vision Service Plan			13.33

TOTAL TRUST OTHER		202,522.75
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