

WORKSHOP AGENDA

CITY COUNCIL

DECEMBER 9, 2020

6:00 PM

1. DISCUSSION – PROPOSED STORMWATER MANAGEMENT ORDINANCE / LAURA NEUMANN
2. REVIEW OF REGULAR MEETING AGENDA

EXECUTIVE SESSION:

1. ATTORNEY/CLIENT PRIVILEGE
 - A. PUBLIC SAFETY- COVID-19 UPDATE/GEORGE JACKSON
2. CONTRACT NEGOTIATION
 - A. SEAVIEW TOWERS/LOUIS RAINONE & NICHOLAS GRAVIANO
 - B. TRANSIT VILLAGE/LOUIS RAINONE & NICHOLAS GRAVIANO

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

DECEMBER 9, 2020

7:30 P.M.

ROLL CALL:

**BILL DANGLER, COUNCILMAN
DR. ANITA VOOGT, COUNCILWOMAN
ROSE WIDDIS, COUNCILWOMAN
DR. MARY JANE CELLI, COUNCIL VICE PRESIDENT
MARIO VIEIRA, COUNCIL PRESIDENT**

PLEDGE OF ALLEGIANCE

THE MAYOR, COUNCIL AND ADMINISTRATION OF THE CITY OF LONG BRANCH ARE COMMITTED TO CULTIVATING AN ENVIRONMENT OF MUTUAL TRUST AND RESPECT, AND TO VALUE THE DIVERSITY WHICH EXISTS IN OUR COMMUNITY. WE WILL STRIVE TO ENHANCE THE QUALITY OF LIFE FOR ALL WHO LIVE HERE, BY MAKING LONG BRANCH A DESIRABLE PLACE IN WHICH TO LIVE, LEARN, PLAY AND PROSPER

CERTIFICATION BY CLERK

READING AND APPROVAL OF PREVIOUS MINUTES

NOVEMBER 24, 2020

CONSIDERATION OF ORDINANCES:

PUBLIC HEARING AND FINAL CONSIDERATION: (INTRODUCED: NOVEMBER 24, 2020)

#26 ORDINANCE OF THE CITY OF LONG BRANCH, COUNTY OF MONMOUTH, NEW JERSEY, ADOPTING AMENDMENTS TO THE OCEANFRONT-BROADWAY REDEVELOPMENT PLAN

ORDINANCES FOR INTRODUCTION: (PUBLIC HEARING SCHEDULED FOR DECEMBER 22, 2020)

#27 ORDINANCE AMENDING AN ORDINANCE ESTABLISHING TITLES AND SETTING SALARIES FOR CERTAIN EMPLOYEES OF THE CITY OF LONG BRANCH FOR THE YEAR 2021

PUBLIC PARTICIPATION:

RESOLUTIONS:

R235-20 RESOLUTION SCHEDULING OF THE CITY COUNCIL MEETINGS FOR 2021

R236-20 RESOLUTION APPROVING AND AUTHORIZING FIREWORK DISPLAYS FOR THE 2021 CALENDAR YEAR

R237-20 RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER FOR THE YEAR 2021 (DAVID SPAULDING)

R238-20 RESOLUTION DESIGNATING THE OFFICE NEWSPAPERS FOR THE YEAR 2021 (ASBURY PARK PRESS, THE LINK NEWS, THE STAR LEDGER)

R239-20 RESOLUTION AUTHORIZING GOVDEAL AUCTION OF CITY SUPPLUS

R240-20 RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT FOR ANIMAL CONTROL SERVICES (SPCA)

R241-20 RESOLUTION TO REFUND OVERPAYMENT OF PROPERTY TAXES (BLOCK 42, LOT 8)(BLOCK 301, LOT 2.02)(BLOCK 302, LOT 10.01)(BLOCK 322, LOT 3.47)

R242-20 RESOLUTION AUTHORIZING 2020 BUDGET APPROPRIATION TRANSFERS

R243-20 RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF LONG BRANCH DESIGNATING 290 OCEAN LLC AS REDEVELOPER FOR A PORTION OF THE OCEANFRONT-BROADWAY REDEVELOPMENT AREA AND AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT IN CONNECTION THEREWITH

R244-20 RESOLUTION AWARDDING PURCHASE OF ONE (1) 2020 FORD UTILITY INTERCEPTOR FOR PUBLIC SAFETY DIVISION (WINNER FORD)

R245-20 RESOLUTION FOR CURRENT CLASS I SPECIAL LAW ENFORCEMENT OFFICERS TO BE APPOINTED AS CLASS II LAW ENFORCEMENT OFFICERS FOR THE CITY OF LONG BRANCH

R246-20 RESOLUTION APPROVAL PAYMENT OF BILLS

APPLICATIONS:

1. APPROVAL OF VARIOUS TAXI CAB OWNER'S LICENSES FOR 2021

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

CITY OF LONG BRANCH

ORDINANCE #26-20

ORDINANCE OF THE CITY OF LONG BRANCH, COUNTY OF MONMOUTH, NEW JERSEY, ADOPTING AMENDMENTS TO THE OCEANFRONT-BROADWAY REDEVELOPMENT PLAN

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”) provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a), the Mayor and Council (the “**Mayor and Council**”) of the City of Long Branch (the “**City**”) adopted a Resolution duly designating an area in the City as an area in need of redevelopment (“**Redevelopment Area**”) in accordance with 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 serve as the redevelopment entity pursuant to the provisions of the Redevelopment Law for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City; and

WHEREAS, 290 Ocean, LLC (“**290 Ocean**”) has proposed a plan for the redevelopment of a portion of the Redevelopment Area located on Ocean Avenue and Ocean Boulevard, designated on the City Tax Map as Block 216, Lots 11, 12 and 24 (formerly Lots 13 and 24) (the “**Project Area**”), including a residential project (the “**Project**”); and

WHEREAS, the Project Area is subject to the provisions of the Redevelopment Plan; and

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

WHEREAS, the Project proposed by 290 Ocean will require amendments to the Redevelopment Plan, in particular the Design Guidelines; and

WHEREAS, the City desires to amend the Redevelopment Plan and the Design Guidelines to permit the construction of the Project on the Project Area; and

WHEREAS, Nicholas A. Graviano, P.P, AICP (the “**City Planner**”), the City’s planner, has prepared amendments to the Redevelopment Plan and the Design Guidelines (the “**Proposed Amendments**”) that provide for multi-family residential uses and associated accessory and amenity use, along with bulk standards associated therewith; and

WHEREAS, the Mayor and Council referred the Proposed Amendments to the City’s Planning Board (the “**Planning Board**”) for its review and comment, in accordance with *N.J.S.A.* 40A:12A-7 of the Redevelopment Law; and

WHEREAS, the Planning Board found and concluded that the Proposed Amendments are consistent with the City’s Master Plan; and

WHEREAS, the Mayor and Council find that the Proposed Amendments are in the best interest of the City and desire to approve same.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Long Branch, in the County of Monmouth, as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Proposed Amendments are hereby approved and adopted.
3. The sections of the Zoning Map of the City, as well as provisions within Chapter 345 of the City Code, that relate to Project Area are hereby amended to incorporate the provisions of the Proposed Amendments consistent with this Ordinance.
4. This Ordinance shall take effect in accordance with applicable law.

INTRODUCED:

JEFFREY J. JOTZ, RMC
MUNICIPAL CLERK

ADOPTED:

JOHN PALLONE, MAYOR

CITY OF LONG BRANCH

ORDINANCE #27-20

**AN ORDINANCE AMENDING AN ORDINANCE ESTABLISHING TITLES AND
SETTING SALARIES FOR CERTAIN EMPLOYEES OF THE CITY OF LONG
BRANCH FOR THE YEAR 2021**

BE IT ORDAINED BY THE MAYOR AND COUNCIL AS FOLLOWS:

The following titles and salaries are hereby amended and adopted as and for each and every class of position set forth on the attached.

The salary range herein described represents a minimum (where specified) and maximum salary for the title designation. It is the intent of the Ordinance to limit the maximum salary for all titles.

The purpose of the salary ordinance is to determine minimum and maximum salaries only, and the titles and positions should be considered as one ordinance, not by category.

Any portion of any existing salary ordinance inconsistent with this ordinance is hereby repealed.

This Ordinance shall take effect immediately upon its passing and publication according to law.

Minimum	2021	Maximum
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NON-UNION POSITIONS

Non-Union Appointed Positions

Elections Clerk		2,000.00
Fire Protection Inspector		3,500.00
Prosecutor / Assistant City Attorney		48,688.00
Municipal Judge	20,000.00	57,503.00
Public Defender		22,550.00
		0.00
Secretary, Board/Commission	500.00	10,250.00
Municipal Emergency Management Coordinator	500.00	7,688.00

Non-Union - Elected Officials

Mayor	8,000.00
Councilman	3,500.00

Non-Union Full Time Positions

Administrative Secretary	30,000.00	85,003.00
Business Administrator	75,000.00	194,620.00
Chief Financial Officer	75,000.00	234,293.00
Clerk Transcriber	30,000.00	63,265.00
Deputy Municipal Clerk	30,000.00	75,014.00
Director of Finance	75,000.00	234,293.00
Director of Public Safety	75,000.00	216,836.00
Chief of Police	30,000.00	210,845.00
Library Assistant	30,000.00	90,288.00
Municipal Clerk	30,000.00	117,669.00
Secretary to Mayor	30,000.00	70,618.00
Confidential Secretary	30,000.00	52,800.00
Confidential Assistant	30,000.00	93,845.00

Payment to Municipal Magistrate and Prosecutor is authorized in the amount of \$125.00 to \$500.00 per Special Session when payment for said Special Session is authorized by the County to be taken from Alcohol Education and Education Funds.

Non-Union Part Time Positions

Alcohol & Drug Counselor	11.00	Hr.	20.00
Animal Control Officer	11.00	Hr.	20.00
Building Maintenance Worker	11.00	Hr.	25.00

Clerk Typist (p/t)
Clerk (p/t)
Communications Operator (p/t)
Custodian (p/t)
Electrician
Fire Prevention Specialists (p/t)
Health Inspector
Omnibus Operator (p/t)
Plumbing / Fire Inspector HHS
Sanitary Inspector (p/t)

11.00	Hr.	20.00
11.00	Hr.	20.00
11.00	Hr.	20.00
11.00	Hr.	20.00
11.00	Hr.	50.00
11.00	Hr.	30.00
11.00	Hr.	25.41
11.00	Hr.	25.00
11.00	Hr.	20.00
11.00	Hr.	25.00

Building Inspector / Plumbing Inspector (p/t)
Building Inspector (p/t)
Electrical Sub-Code Official (20 Hr wk)
Electrical Inspector HHS (p/t)
Fire Protection Sub-Code Official
Fire Inspector (p/t)
Grants Manager
Plumbing Sub-Code Official (20 Hr wk)
Plumbing Inspector (HHS Fire Insp)
Plumbing Inspector/Fire Protection Inspector P/T
Risk Manager
Senior Citizen Program Aide
Technical Assistant to Construction Code Official
Zoning Officer
Parking Enforcement Officer

10,000.00	58,653.00
5,000.00	58,653.00
10,000.00	58,653.00
5,000.00	58,653.00
3,000.00	26,661.00
5,000.00	26,661.00
5,000.00	18,859.00
12,000.00	53,321.00
12,000.00	53,321.00
10,000.00	53,321.00
10,000.00	53,877.00
9,000.00	21,091.00
9,000.00	25,309.00
10,000.00	86,632.00
10,000.00	76,875.00

Non-Union Seasonal Beach Positions

Beach Cleaners
Beach Manager (p/t)
Assistant Beach Manager (p/t)
Head Ticket Attendant (p/t)
Confort Station Attendant
Lifeguards
Ticket Attendants

10.30	Hr.	18.00
100.00	annual	35,875.00
100.00	annual	25,625.00
100.00	annual	22,550.00
10.30	Hr.	19.00
10.30	Hr.	19.00
10.30	Hr.	19.00

Non-Union Seasonal Recreation / Temporary Positions

Custodians
Recreation Leaders, Seasonal
Recreation Program Supervisors (p/t)

10.30	Hr.	18.00
10.30	Hr.	20.00
10.30	Hr.	20.00

Non-Union Uniformed Positions

Special Police Full Time
Special Police Part Time

11.00	Hr.	30.00
11.00	Hr.	30.00

CITY OF LONG BRANCH

RESOLUTION SCHEDULING OF CITY COUNCIL MEETINGS FOR 2021

BE IT RESOLVED by the City Council of the City of Long Branch that it will hold its Council Meetings for the year 2021 as follows:

- January 13 and 27
- February 10 and 24
- March 10 and 24
- April 14 and 28
- May 12 and 26
- June 9 and 23
- July 14 and 28
- August 11 and 25
- September 9 (Thursday) and 22
- October 13 and 27
- November 10 and 23 (Tuesday)
- December 8 and 22

Workshop & Regular Meetings combined shall open with a Workshop, followed by Executive Session, followed by the Regular meeting to be held on the 2nd and 4th Wednesday of each month unless otherwise noted / advertised. Workshop Sessions begin at 6:00 p.m. – the public is invited to attend. There is a public portion at the regular meeting.

Special meetings will be sent to the newspapers and posted on the City's website and bulletin boards for the public's information.

BE IT FURTHER RESOLVED that the above meetings will be held at Long Branch City Hall, 344 Broadway, second floor, Long Branch, NJ 07740.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R 236-20

**RESOLUTION APPROVING AND AUTHORIZING FIREWORK DISPLAYS
FOR THE 2021 CALENDAR YEAR**

WHEREAS, certain groups and entities request permission for firework displays throughout the calendar year; and

WHEREAS, the City Council of the City of Long Branch routinely approves such requests, so long as certain safety precautions and approvals are obtained from the Fire Official of the City; and

WHEREAS, the Council of the City of Long Branch has determined that a blanket approval for firework requests, pending review and approval of the Fire Official, is appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that firework displays may take place through the 2021 calendar year, provided that requests for such displays are made to the Fire Official, Fred Fritz, and that said requests comply with all safety and other requirements as set forth by law and as required by the Fire Official including proof of proper insurance coverage by the requesting organization or group or individual.

MOVED:

SECONDED:

AYES:

NAYS:

ABSENT:

ABSTAIN:

R 237-20

**RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER FOR THE YEAR
2021**

WHEREAS, pursuant to the requirements of PL 1975 Chapter 17 (NJAC 17:27), all public agencies shall designate an employee or official, to serve as its Public Agency Compliance Officer, (P.A.C.O.) and notify the State of New Jersey, Department of Treasury of said action; and

WHEREAS, the function of the Public Agency Compliance Officer is to maintain liaison with and assist the State Treasurer in the implementation of PL 1975, Chapter 127; and

WHEREAS, it would be in the City's best interest to designate the Purchasing Agent to act as the Public Agency Compliance Officer.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that David Spaulding, Purchasing Agent is hereby designated as the City of Long Branch Public Agency Compliance Officer for a term to commence on January 1, 2021 and expire on December 31, 2021.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Affirmative Action Office of the State of New Jersey, Department of Treasury.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R 238-20

**RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE YEAR
2021**

BE IT RESOLVED, by the City Council of the City of Long Branch that it hereby names The Asbury Park Press (Gannett), The Link News and the Star-Ledger as the Official Newspapers for the City of Long Branch for the year 2021.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R 239-20

RESOLUTION AUTHORIZING GOVDEAL AUCTION OF CITY SURPLUS

WHEREAS, the City of Long Branch is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the City is desirous of selling said surplus property in an "as is" condition without express or implied warranties.

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

- (1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com.
- (2) The sale will be conducted online and the address of the auction site is govdeals.com.
- (3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- (4) A list of the surplus property to be sold is attached hereto and made part of this resolution.
- (5) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- (6) The City of Long Branch reserves the right to accept or reject any bid submitted.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

VEHICLES					
10312A	2005	FORD	CV	4 door	2FAFP71W05X117271
10446A	2001	DODGE	CARAVAN	Van	1B4GP25371B169959
10666	2014	DODGE	Charger	4 door	2C3CDXKTXEH351572
10688	2015	Dodge	Charger	4 door	2C3CDXKT9FH932645
10347A	1998	DODGE	2500	P/U TRK	3B7KF22Z6WG198635
10433A	2008	FORD	CV	4 door	2FAFP71V28X141745
10544A	2006	FORD	CV	4 door	2FAFP71W26X137247
10434A	2008	FORD	CV	4 door	2FAFP71V48X141746
10374A	2002	FORD	TAURUS	4 door	1FAFP53262A202781
10302A	2001	FORD	TAURUS	4 door	1FAFP53271G268364
10389A	2002	FORD	TAURUS	4 door	1FAFP53262A202800
10293A	2000	FORD	TAURUS	4 door	1FAFP5328YA269441
10371A	1999	DODGE	CARAVAN	PASS VAN	2B4GP44G4XR435206
10375A	2002	FORD	TAURUS	4 door	1FAFP53202A196976
10542A	2001	CHEV	Blazer		1GNNT13W112156883
10299T	2001	DODGE	RAM-3500	UTILITY BODY	3B6MC36571M283528
10191A	2001	DODGE	RAM	PASS VAN	2B4HB15Y11K523543
10414T	1990	INTNL	4600	RACKBODY	1HTSAZRM2LH282456
10385T	1998	DODGE	2500	4X4 PICKUP	3B7KF22Z8WG198636
10023T	1990	INTNL		DUMP	1HTSDTVN3LH274823
10363T	1985	CHEV	K2500	PICKUP TRK	1GCGD34J6GF349355
10323T	1994	CHEV	3500	DUAL WHL P/U	1GCHK34KXRE210986
10367T	1985	CHEV	K2500	PICK UP TRK	1GCHD34J0GF319434
10320T	1998	CHEV	S-10	PICKUP TRK	1GCDT14X5W8204700
EQUIPMENT					
10376E	1990	MILLER	Big 40D	WELDER TRLR	KB-008126
10250E	1967	FRUELICH		WATER TANKER	UNG95-0728
10401E	1967	FONTAINE	LOWBOY TRLR	TRAILER	9159SWA
10643	2008	VSE	cargo trailer	TRAILER	VSE134008

R 240-20

**RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT FOR
ANIMAL CONTROL SERVICES**

WHEREAS, the City of Long Branch is required to maintain animal control services for the residents of the City pursuant to N.J.S.A. 4:19-15 et seq.; and

WHEREAS, the City, in the best interests of its residents, can outsource portions of its statutory functions in order to provide said statutory services at a more cost effective rate.

WHEREAS, the Monmouth County Society for the Protection of Cruelty to Animals (SPCA) has the staff and equipment to provide animal control services that can be utilized by the City for maintaining its statutorily required animal control services to its residents; and

WHEREAS, the cost of said service shall be \$96,000.00 per calendar year; and

WHEREAS, N.J.S.A. 40A:65-4 et seq. allows the City and the SPCA to enter into a shared service agreement for a period of one (1) year for the SPCA to provide animal control services; and

WHEREAS, it is in the best interest of the City and the SPCA to enter into this Agreement.

NOW THEREFORE BE IT RESOLVED that the City of Long Branch authorizes the City Administration to execute a shared services agreement with the Monmouth County Society for the Protection of Cruelty to Animals for the aforementioned services pursuant to the attached shared services agreement.

BE IT FURTHER RESOLVED that this shared services agreement be instituted as soon as practicable as determined by the SPCA in conjunction with the City Administration following the agreement between the City and the SPCA bases upon the attached proposal submitted by the SPCA.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

**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 2021 ANIMAL CONTROL SERVICES

Said contract being made as follows:

MONMOUTH COUNTY SPCA, \$96,000.00

Said funds being available in the form of:

APPRO #0-03-000-215 \$18,000

*** CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2021 ADOPTED BUDGET.**



Michael Martin, Chief Financial Officer

12/3/2020

Date

SHARED SERVICE AGREEMENT FOR THE ANIMAL CONTROL SERVCERS

BY THIS AGREEMENT, made on this day of , 2021, by and between THE CITY OF LONG BRANCH, ("City"), a municipal corporation of the State of New Jersey, having its principal offices at 344 Broadway, Long Branch, New Jersey; and the MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, ("SPCA") a public corporation of the State of New Jersey, having its principal place of offices at 260 Wall Street, Eatontown, New Jersey it is mutually agreed to as follows:

WHEREAS, the City is required to maintain animal control services for the residents of the City pursuant to *N.J.S.A. 4:19-15 et seq.*; and

WHEREAS, the City, in the best interests of its residents, can outsource portions of its statutory functions in order to provide the statutory services at a more cost effective rate.

WHEREAS, the SPCA has the staff and equipment to provide animal control services that can be utilized by the City for maintaining its statutory required animal control services to its residents; and

WHEREAS, *N.J.S.A. 40A:65-4 et seq.* allows the City and the SPCA to enter into a shared service agreement for a period of one (1) year for the SPCA to provide animal control services.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. The SPCA agrees to provide the City with staff and equipment to provide animal control services for periods of time when the City does not have coverage, and in times of need of additional staff to handle a specific situation for the term January 1, 2021 through December 31, 2021, consistent with Appendix A.
2. For the period January 1, 2021 through December 31, 2021, the City shall pay to the SPCA the sum of \$96,000.00, to be paid on an monthly basis. Such payment shall be for the use of staff and equipment as stated in Paragraph 1 of this Agreement, which the SPCA agrees to provide for the term of this Agreement, as required.
3. The SPCA and the City shall continue to maintain certificates of insurance for coverage activities related to each party providing animal control services, including but not limited to general liability and workers compensation insurances.
4. The City and the SPCA hereby acknowledges all risks of, or liabilities for injuries to persons (including death at any time), and damage to the property occurring, or alleged to have occurred, through each Parties' negligence or on account of any condition created by the City or the SPCA in connection with the operation of an animal control service, and/or the use of staff, facilities or equipment as same relates to the providing of animal control services. Each Party agrees to indemnify and hold

harmless the other Party as it relates to any incidents or occurrences regarding the animal control services provided to the City.

5. The obligations of this Agreement are material to the public anticipated budget revenues and expenditures of each party and neither party to this Agreement shall assign, transfer, its performance without the prior written consent of the other, then and in such event, either party may, at its option, forthwith cancel this Agreement by giving thirty (30) days written notice of same.
6. The failure of either party to insist upon strict performance of provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such performance, but shall be and remain in full force and effect.
7. This Agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey. In no event shall this Agreement, or any Agreement entered into by either party in furtherance of this Agreement, including any Agreement between the Town and any other party contracting therewith, provide for or permit arbitration of any dispute arising under any condition of this Agreement.
8. If any part of this Agreement or application thereof to any person or circumstance shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgment shall not affect, impair, or invalidate the remainder of this Agreement which is hereby declared to be severable. Moreover, to the extent necessary, this Agreement shall be reformed in accordance with the intent of this Agreement so as to permit said Agreement to continue to its expiration.

[INTENTIONALLY LEFT BLANK]

MONMOUTH COUNTY SPCA
SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS
LAW ENFORCEMENT DIVISION
260 WALL STREET, EATONTOWN, NEW JERSEY 07724
732-542-0040
FAX: 732-542-4552

THIS AGREEMENT, made this day of by and between the
MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a non-profit 501c(3), government organization under State and Federal laws, having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA" and the City of Long Branch , a municipal corporation of the State of New Jersey, having principal offices at 344 Broadway, Long Branch, NJ 07740 hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January 2021 or as decided by the "Municipality" and ending on the 31st day of December 2021, (12 Months)

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during weekday evenings and overnight (4PM to 8AM) hours, as needed, five (5) days a week and 24 hours on Weekends and Holidays. The MCSPCA will also provide full coverage 24 hours during weekdays for vacation/sick coverage of the city employed Animal Control Officer.

2. Officers. Services are defined as the rescue, custody and care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, marine mammals, feral cat colonies and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in this contract.

3. The Municipality will pay the MCSPCA the sum of \$96,000.00 said sum to be prorated on a monthly basis of \$8,000.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
4. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

5. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.

If there is no known owner, the cost of in house services shall be covered by the MCSPCA, any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.

6. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the MCSPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.
7. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the MCSPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animal laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

8. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed of or any other disposition that the MCSPCA deems humanely appropriate.
9. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the MCSPCA.
10. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
11. The animal control officer shall be an employee of the MCSPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.
12. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to

answer/respond to those calls, however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer and/or Code Enforcement Officer to pose a public safety risk, the MCSPCA shall respond at no cost to the owner of the premise.

13. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses. However the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the MCSPCA's discretion.
14. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressively seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
15. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
16. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
17. It is expressively agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.
18. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

THIS AGREEMENT is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY: _____

**Ross Licitra
Executive Director**

***MUNICIPALITY* City of Long Branch**

BY: _____

ATTEST

R 241-20

RESOLUTION TO REFUND OVERPAYMENT OF PROPERTY TAXES

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2020 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2020 taxes and interest accordingly in the amount of \$15,003.28.

BLOCK	LOT	OWNER	YEAR	AMOUNT
42	8	859 Red Oaks LLC 95 Delancey Street New York, NY 10002	2020	3,134.08
301	2.02	Lenny Censi 44 Marine Terrace Long Branch, NJ 07740	2020	4,112.69
302	10.01	David M. Shabot 34 Seaview Avenue Long Branch, NJ 07740	2020	7,051.52
322	3.47	Ernestina R. Kearney 205-8 Sixth Avenue Long Branch, NJ 07740	2020	704.99

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R 242-20

RESOLUTION AUTHORIZING 2020 BUDGET APPROPRIATION TRANSFERS

WHEREAS, N.J.S.A. 40A: 4-58 states "Should it become necessary, during the last months of the fiscal year or the first 3 months of the next fiscal year, to expend for any of the purposes specified in the budget an amount in excess of the respective sums appropriated therefore and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and

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

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

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

CITY OF LONG BRANCH BUDGET TRANSFERS
12/9/2020

Account Name		Account Number	TO	FROM
Construction Code	S/W	0-01-124-101	\$ 75,000.00	
Engineering - General	O/E	0-01-053-211	\$ 50,000.00	
Postage	O/E	0-01-032-296		\$ 50,000.00
Animal Control Subsidy	O/E	0-01-074-299		\$ 75,000.00
	O/E			
			<u>\$ 125,000.00</u>	<u>\$ 125,000.00</u>

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF LONG
BRANCH DESIGNATING 290 OCEAN LLC AS REDEVELOPER FOR A
PORTION OF THE OCEANFRONT-BROADWAY REDEVELOPMENT
AREA AND AUTHORIZING EXECUTION OF A REDEVELOPMENT
AGREEMENT IN CONNECTION THEREWITH**

WHEREAS, the City of Long Branch, a public body corporate and politic of the State of New Jersey (the "**City**") is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* ("**LRHL**") to determine whether certain parcels of land within the City constitute an area in need of redevelopment; and

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

WHEREAS, on May 14, 1996, the Mayor and Council adopted Ordinance #15-96 adopting the Oceanfront-Broadway Redevelopment Plan (the "**Oceanfront-Broadway 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 LRHL for the purpose of implementing redevelopment plans and carrying out redevelopment projects within the City; and

WHEREAS, 290 Ocean LLC, a New Jersey limited liability company having an address at 494 Sycamore Ave, Shrewsbury, New Jersey 07702 (the "**Redeveloper**"), has proposed a plan for the redevelopment of a portion of the Redevelopment Area, including properties located on Ocean Avenue and Ocean Boulevard in the City including Block 216, Lots 11, 12, and 24 (formerly Lots 13 and 24) (collectively, the "**Property**"); and

WHEREAS, the Redeveloper is the contract purchaser of the Property; and

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

WHEREAS, *N.J.S.A. 40A:12A-8* (e) and (f) authorize the City to enter into contracts or agreements for the planning, construction or undertaking of any

development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, by Resolution # 199-20 adopted on October 14, 2020, the Mayor and Council designated the Redeveloper as the “conditional redeveloper” of the Property pending the adoption of an amendment to the Oceanfront-Broadway Redevelopment Plan and the negotiation and execution of, among other things, a redevelopment agreement between the Redeveloper and the City; and

WHEREAS, on October 29, 2020, the City and the Redeveloper entered into that certain funding agreement (“**Interim Costs Agreement**”) to provide for the funding of certain actions taken in connection with the redevelopment of the Property; and

WHEREAS, the Mayor and Council adopted an Ordinance adopting an amendment to the Oceanfront-Broadway Redevelopment Plan and Design Guidelines applicable to the Property, entitled “Amendment to the Oceanfront-Broadway Redevelopment Plan Beachfront South Sector for Block 216, Lots 11, 12 & 24” dated October 15, 2020 (the “**Redevelopment Plan**”); and

WHEREAS, the Redeveloper proposes to redevelop the Property by constructing thereon a project consisting of up to 109 residential units, along with associated on-site and off-site improvements (the “**Project**”); and

WHEREAS, the City and the Redeveloper have negotiated the terms and conditions of a redevelopment agreement governing the Redeveloper’s redevelopment of the Project (the “**Redevelopment Agreement**”); and

WHEREAS, the City desires to designate the Redeveloper as the “redeveloper” of the Property, as that term is defined and used in the LRHL, and to authorize the execution of the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Long Branch, in the County of Monmouth, New Jersey, as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. 290 Ocean LLC is hereby designated as the “redeveloper” of the Project, as that term is defined and used in the LRHL, subject to the execution of the Redevelopment Agreement.
3. (a) The Mayor is hereby authorized and directed to execute the Redevelopment Agreement with the Redeveloper in substantially the same form as that attached hereto as **Exhibit A**, subject to minor modification or revision, as deemed necessary and appropriate by the Mayor in consultation with counsel.

- (b) The City Clerk is hereby authorized and directed, upon the execution of the Redevelopment Agreement, to attest to the signature of the Mayor upon such document.
4. As long as the Redevelopment Agreement shall be in effect, the Redeveloper shall be the "redeveloper" of the Property, as that term is defined and used in the LRHL.
5. This Resolution shall take effect immediately.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

Exhibit A

Form of Redevelopment Agreement

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**” or “**Redevelopment Agreement**”) is entered into this ____ day of December, 2020 by and between **THE CITY OF LONG BRANCH** (the “**City**”), a Municipal Corporation and Body Politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and **290 OCEAN LLC**, a New Jersey limited liability company having an address at 494 Sycamore Ave, Shrewsbury, New Jersey 07702 (the “**Redeveloper**”). The ‘City’ and the ‘Redeveloper’ may be referred to individually as a “**Party**”, or collectively as the “**Parties**”.

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, as amended and supplemented (the “**LRHL**”) provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

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

WHEREAS, on May 14, 1996, the Mayor and Council adopted Ordinance #15-96 adopting the Oceanfront-Broadway Redevelopment Plan (the “**Oceanfront-Broadway 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 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 consisting of properties located on Ocean Avenue and Ocean Boulevard in the City including Block 216, Lots 11, 12, and 24 (formerly Lots 13 and 24) on the City’s official Tax Map (the “**Property**”); and

WHEREAS, the Redeveloper is the contract purchaser of the Property; and

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

WHEREAS, pursuant to the Oceanfront-Broadway Redevelopment Plan, the Property is located in the Broadway Gateway Sector of the Redevelopment Area and further subject to the Design Guidelines Handbooks 1 and 3 (the “**Design Guidelines**”); and

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

WHEREAS, by Resolution # 199-20 adopted on October 14, 2020, the Mayor and Council designated Redeveloper as the “conditional redeveloper” of the Property pending the

adoption of an amendment to the Oceanfront-Broadway Redevelopment Plan and the negotiation and execution of, among other things, a redevelopment agreement between Redeveloper and the City; and

WHEREAS, on October 29, 2020, the City and Redeveloper entered into that certain funding agreement (“**Interim Costs Agreement**”) to provide for the funding of certain actions taken in connection with the redevelopment of the Property; and

WHEREAS, on December ___, 2020, the Mayor and Council adopted Ordinance #26 adopting an amendment to the Oceanfront-Broadway Redevelopment Plan (as amended, the “**Redevelopment Plan**”) for the Redevelopment Area; and

WHEREAS, the City finds the proposal for no more than 109 residential units, as set forth and further defined in the Project drawings, architectural renderings and draft Site Plan attached hereto as “**Exhibit A**” (the “**Project**”) is consistent with the Redevelopment Plan and Design Guidelines; and

WHEREAS, on December ___, 2020, the City adopted a resolution designating Redeveloper as “redeveloper” of the Property, as that term is defined in the LRHL, and authorizing the execution of this Agreement, which specifies the respective rights and responsibilities of the City and the Redeveloper with respect to the Project; and

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

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 redevelopment of the Property and construction of the Improvements thereon consistent with the drawings, architectural renderings and site plan to be filed with the Planning Board, attached hereto as **Exhibit A**, and conditions set forth in the Redevelopment Plan, Applicable Laws, Governmental Approvals and 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 no more than 109 market rate, rental residential units (each, a **“Unit”** and, collectively, the **“Units”**), along with associated site improvements as detailed on the site plan and architectural set forth in **Exhibit A** all consistent with the Redevelopment Plan for the Property. The Redeveloper shall be entitled to develop the Project in one or more phases as may be approved by the City and the City Planning Board.

2.3 **Project Development.** The Project shall be designed and developed in accordance drawings, architectural renderings and site plan filed with the Planning Board, all as shown on **Exhibit A**, and conditions set forth in the Redevelopment Plan and Design Guidelines, Applicable Laws, Governmental Approvals, and this Agreement. The City agrees that the Project as set forth on **Exhibit A**, complies with the Redevelopment Plan and Design Guidelines; provided, however, that ~~same~~the Project is still subject to review and Site Plan approval by the Planning Board, per Sections 3.2 and 3.3 hereof. 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 bulk or “c” variance pursuant to N.J.S.A. 40:55D-70(d) or 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 prior 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 considerations 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 by the City. 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 prior 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 by the City.

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. The City shall consider requests by Redeveloper to extend the Project Schedule or any portion thereof for reasons that may not constitute an Uncontrollable Circumstance, such as significantly adverse market conditions or unavailability of financing on commercially reasonable terms, which request the City shall not unreasonably deny upon satisfaction that requiring Redeveloper to proceed under the circumstances would be economically or practically infeasible.

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, (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 City's review and approval, which shall not be unreasonably withheld.

(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 percent (10%) (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. In the event that the Redeveloper seeks to assign or transfer any interest in the Project that is not a Permitted Transfer under Section 13.2 herein, Redeveloper shall provide written notice to the City and the entity to which Redeveloper desires to make such assignment or transfer must be approved by the City as a Qualified Entity. Within thirty (30) 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 2.6 (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) 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 the Project.

(a) Application. The Redeveloper shall submit to the City, prior to submission of its site plan to the Planning Board, an application for approval of a proposed development pursuant to this Agreement (the “**Application**”), which shall consist of submission of a report and required architectural and civil engineering plans and shall also include information sufficient to determine compliance with applicable provisions of the Redevelopment Plan encompassing the following:

- (i) Plans depicting existing rights-of-way and easements in the portions of the Property that are the subject of the Application.
- (ii) Architectural renderings of the proposed development.
- (iii) Plans noting the use, location, plan area, setbacks, height and bulk of all existing and proposed structures within the portions of the Property that are the subject of the Application and their consistency with the Redevelopment Plan.
- (iv) Plans showing vehicular parking and loading areas and a layout of pedestrian and vehicular circulation patterns in relation to the buildings that are the subject of the Application.
- (v) Landscape plans sufficient to show general design concepts, including, but not limited to, lighting and signage design.
- (vi) A schedule that generally reflects the phasing of construction, as necessary, and within the time period(s) set forth in the Project Schedule attached as **Exhibit B** hereto.
- (vii) A list of any requirements in the Redevelopment Plan from which the 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 the Redeveloper an adequate opportunity to review and respond to such reports prior to the aforesaid Board hearing.

(b) Intentionally omitted.

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

3.3 Governmental Approvals. It is acknowledged by both Parties that it may be necessary for Redeveloper to obtain Approvals or permits from 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 the City 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 an individual CAFRA Permit application. Redeveloper shall submit a CAFRA Application for the Project no later than thirty (30) days following the date of Planning Board Approval. If requested by the Redeveloper, the City will participate in a pre-application meeting with CAFRA. The Redeveloper agrees to provide the City with a copy of the CAFRA Permit application to the New Jersey Department of Environmental Protection (“NJDEP”) and the City agrees to support approval of the CAFRA Application for the Project. The Redeveloper shall bear the cost of the preparation of all plans for submission to the NJDEP in support of its

Application and pre-application, as well as any City Costs that may be incurred relating to the CAFRA Permit application.

3.5. Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto or any entity making a loan to the Redeveloper in connection with the Project, the other Party hereto shall issue a signed certificate (“**Estoppel Certificate**”) either stating that this Agreement is in full force and effect and there is no default or breach under this Agreement, or stating the nature of the default or breach or event, if any. In the event that the Estoppel Certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach or event may be cured.

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 thirty (30) 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 portion thereof.

(b) Upon completion of the overall Project or, if applicable, a phase thereof, 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, or phase thereof, 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, or applicable phase thereof. Upon issuance of a Certificate of Completion for the Project, or applicable phase thereof, (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, or applicable phase thereof, 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 thirty (30) 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 Agreement 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) if reasonably requested by Redeveloper, the City agrees to issue Certificates of Completion for such portion(s) of the Project for which Certificates of Occupancy have been issued; provided, however, that such Certificate of Completion shall not be issued for less than an entire building.

4.3 Design Elements.

(a) Utility services and electrical lines: The cost for utility upgrades and installations required in connection with this Project shall be the responsibility of Redeveloper as required under the final approved site plan or otherwise required under this Agreement.

(b) Streetscape improvements: All costs for streetscape improvements that are shown on the final 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 final approved site plan. This may be separate and apart from any obligation for contribution or off-site and off-tract improvements pursuant to Article 5 herein.

[(c) Reimbursement for Snow Removal: Redeveloper will be responsible for snow removal on Ocean Avenue and Ocean Boulevard, for which the City will reimburse Redeveloper no less than annually for the costs incurred by Redeveloper for such snow removal upon documentation of such costs provided to the City.]

4.4 Contribution To Costs And Financial Obligations

(a) Redevelopment Fee. Redeveloper shall pay Redevelopment Fee to the City, consisting of the following:

- (i) a one-time “Administrative Fee” as established by City Ordinance in the amount of One Hundred Thousand Dollars (\$100,000), payable upon execution of this Agreement.
- (ii) A one-time fee (the “Redevelopment Fee”) in the amount of Two Million Dollars (\$2,000,000), payable upon the earlier of: (A) Redeveloper’s closing on the acquisition of the Property or (B) January 31, 2021. The City agrees that the Redevelopment Fee shall benefit the City’s redevelopment areas and shall serve as an additional community benefit to address any impacts in the City relating to the redevelopment.

(b) Escrow Fees.

- (i) City Costs. City’s reasonable and necessary Costs shall include, but not be limited to any fees and reasonable costs for legal, accounting, engineering, planning and financial advisory services for outside professionals, consultants, contractors or vendors 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 Agreement or other ancillary agreements between the Parties and for legal, engineering, planning, and financial services 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). Concurrently herewith, Redeveloper has entered into an Escrow Agreement and established an Escrow Account with the City to be maintained in the amount of Twenty Thousand Dollars (\$20,000.00), 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 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 or below Five Thousand Dollars (\$5,000.00), Redeveloper shall replenish the escrow account with the City to the amount of Twenty Thousand Dollars (\$20,000.00). 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.

The City shall provide Redeveloper with copies of all professional invoices paid from the Escrow Account. 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 N.J.S.A. 40:55D-53.2a of the MLUL.

- (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

5.1 Off Site Improvements. The Redeveloper shall be responsible for any off-site improvements required as a condition to the Governmental Approvals, as permitted under the MLUL.

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 agreement, 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 by Redeveloper to do so, 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 or its beneficial owners 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 or its beneficial owners 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's principals and professionals are fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in, or contemplated under, this Agreement and Redeveloper 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 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.

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, and 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 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 and the City covenants and agrees to vigorously defend any and all appeals relating to City actions, including but not limited to any and all amendments related to the Redevelopment Plan, the designation of the Redeveloper and the approval of this Agreement.

6.3 Redeveloper Covenants.

(a) In addition to any and all other covenants and agreements of the Redeveloper contained in this Agreement, the Redeveloper hereby covenants and agrees to the following covenants that shall run with the land and 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 as follows:

- (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) Except for sales or leases of Units in the ordinary course of business, 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.

(b) Additional Redeveloper Covenants. The Redeveloper agrees to use commercially reasonable efforts to work with the City to establish hiring practices and training programs favoring the retention of qualified local labor and businesses, as well as qualified minority-owned, woman-owned and veteran-owned enterprises, during the construction and subsequent project operations. Redeveloper will report to the City on a semi-annual basis as to its efforts to implement training and local hiring. In particular, the Redeveloper agrees that, prior to retaining any subcontractors, it will participate in good faith negotiations with the Monmouth County Building & Construction Trade Council or other applicable labor organization and, if it is commercially reasonable to do so, as determined in the Redeveloper's reasonable discretion, the Redeveloper will engage union labor trades in connection with construction of some or all of the Project.

(c) Redeveloper agrees to record, and provide a recorded copy to the City, a Declaration of Covenants and Restrictions (hereinafter the “**Declaration**”) with respect to the Property that shall run with the land, as set forth in Section 6.3(a) above, to all subsequent holders of title, imposing upon said lands the agreements, covenants and restrictions required to be inserted in the Deeds (as defined in Section 13.2(b) hereof). All provisions 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.

(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(a) and (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) failure by a Party to this Agreement to make payment of any sum payable to the other Party hereunder, or failure to perform hereunder, in a timely manner as set forth herein, as the same shall become due and payable, and such default shall have continued for a period of forty-five (45) days after receipt of written notice specifying such default, and demanding that same be remedied;

(b) Violation by a Party, or its successor in interest, of any Covenant, Representation, Declaration, or obligation to perform under the terms of this Agreement and such violation shall have continued for a period of sixty (60) days after receipt of written notice by the non-defaulting Party 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 fails 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 abandons or substantially suspends 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, fails to pay any Impositions when due, or suffers 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 forty-five (45) 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, for reorganization, or for an arrangement, pursuant to the Bankruptcy Act or any similar federal or state law, 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 an Event of Default 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 forty-five (45) (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 outstanding monetary obligations at the time of termination or 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 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.

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 unused and unobligated Escrow Account funds and, in the event that the City's Default prevents Redeveloper from

commencing construction of the Project, reimbursement of any unused contributions to the Public Improvements 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 an Event of 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 four million dollars (\$4,000,000.00) 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 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 the Indemnified Parties shall survive the termination or expiration of this Agreement with respect to any Claims arising from any activities occurring prior to the issuance of a Certificate of Completion.

ARTICLE 10 - UNCONTROLLABLE CIRCUMSTANCES

10.1 Definition of Uncontrollable Circumstances. For purposes of this Article and as otherwise used in this Agreement, **“Uncontrollable Circumstances”** shall mean any of the

events or conditions set forth below, or any combination thereof, that has had or may reasonably be expected to have a material and adverse effect on the ability of a Party to perform its obligations (an “**Affected Party**”) under this Agreement:

(a) An act of God including severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, epidemics or pandemics causing quarantine restrictions, 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. Notwithstanding the foregoing, COVID-19 is not an Uncontrollable Circumstance, except to the extent that Commencement or Completion of construction of the Project is materially, negatively affected by an Executive Order or other regulation promulgated as a result of COVID-19.

(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, including the approval of the Redevelopment Plan and/or this Agreement, 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, embargoes, and/or the inability to obtain transportation services for transporting fill or materials to the Property as a result of a public or private labor dispute.

(g) Unforeseen environmental contamination or conditions discovered during construction which require Redeveloper to take steps to remediate under Applicable Law.

(h) Delays resulting from a cyber-attack, IT failure or security breach arising as a consequence of malicious third-party software or actor.

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 that 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, New Jersey 07740

With a copies to: Louis N. Rainone, Esq.
Rainone Coughlin Minchello LLC
555 Route One South, Suite 440
Iselin, New Jersey 08830
lrainone@njrcmlaw.com

and

Kevin McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
kmcanimon@msbnj.com

and if to Redeveloper, to: 290 Ocean LLC
Attn: Michael Tennyson, Managing Member
494 Sycamore Ave,
Shrewsbury, New Jersey 07702

With a copy to: Michael A. Bruno, Esq.
Giordano Halleran & Ciesla, P.C.
125 Half Mile Road
Suite 300
Red Bank, New Jersey 07701-6777
mbruno@ghclaw.com

Either Party may from time to time, by written notice given to the other Party 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 to the City that it has the capability to obtain a financing commitment in an amount necessary to implement and complete the Project. Within one hundred eighty (180) days of Redeveloper obtaining all Governmental Approvals, Redeveloper shall provide the City a copy of the Project funding sources and evidence of equity capital necessary for the Commencement of Construction of the Project.

12.2 If a mortgagee (also referred to herein as a "holder") requires a change in the terms of this Agreement, the City agrees to make reasonable changes to this Agreement provided that the same do not materially affect the City's rights or obligations under this Agreement. In addition, the City agrees to enter into such agreements as the mortgagee may reasonably require provided that such agreement shall not materially affect the City's rights or obligations under this Agreement.

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 of the Property 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 an Event of 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 an Event of Default referred to in Section 7, each holder shall have the right, at its option, to cure or remedy such breach or Event of Default (if the holder shall opt to cure or remedy the breach or Event of 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 Event of 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 Event of Default with regard to construction of the Project or applicable part thereof, or due to any other Event of 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 of the Project, without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned; provided, that Redeveloper may sell or lease individual condominium Units to third parties without the written consent of the City. 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 notice shall not be required as to conveyances set forth 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 (“Deeds”).
- (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 final 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, except those contained in Article 9 herein.

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 – INTENTIONALLY DELETED

ARTICLE 15 - MISCELLANEOUS

15.1 Term. Except for those provisions expressly surviving termination, 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; or (iv) ten (10) years from the Effective Date (“**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.

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 Property; nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation, with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees or vendees on the Property.

15.15 Construction. Both Parties acknowledge that this Agreement has been 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.

[SIGNATURES ON NEXT PAGE]

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

290 OCEAN LLC

Witness

By: _____
Name: _____
Title: _____

CITY OF LONG BRANCH

Mary Moss, Municipal Clerk

By: _____
John Pallone, Mayor

Exhibit List

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

Exhibit B: Project Schedule

Exhibit C: Redeveloper Ownership Disclosure

EXHIBIT A
DRAFT SITE PLAN, PROJECT DRAWINGS AND ARCHITECTURAL RENDERINGS

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

**Submit Applications for
all Governmental Approvals, if any**

**Within one hundred twenty (120)
days of the Effective Date**

Construction Permits

**Within one hundred twenty (120)
days of receipt of all required
Government Approvals and
Redeveloper's acquisition of the
Property**

Commence Construction of the Project

**Within six (6) months of
Construction Permits being issued**

Project Completion

**Within sixty (60) months of
Commencement of Construction**

Docs #4147556-v1

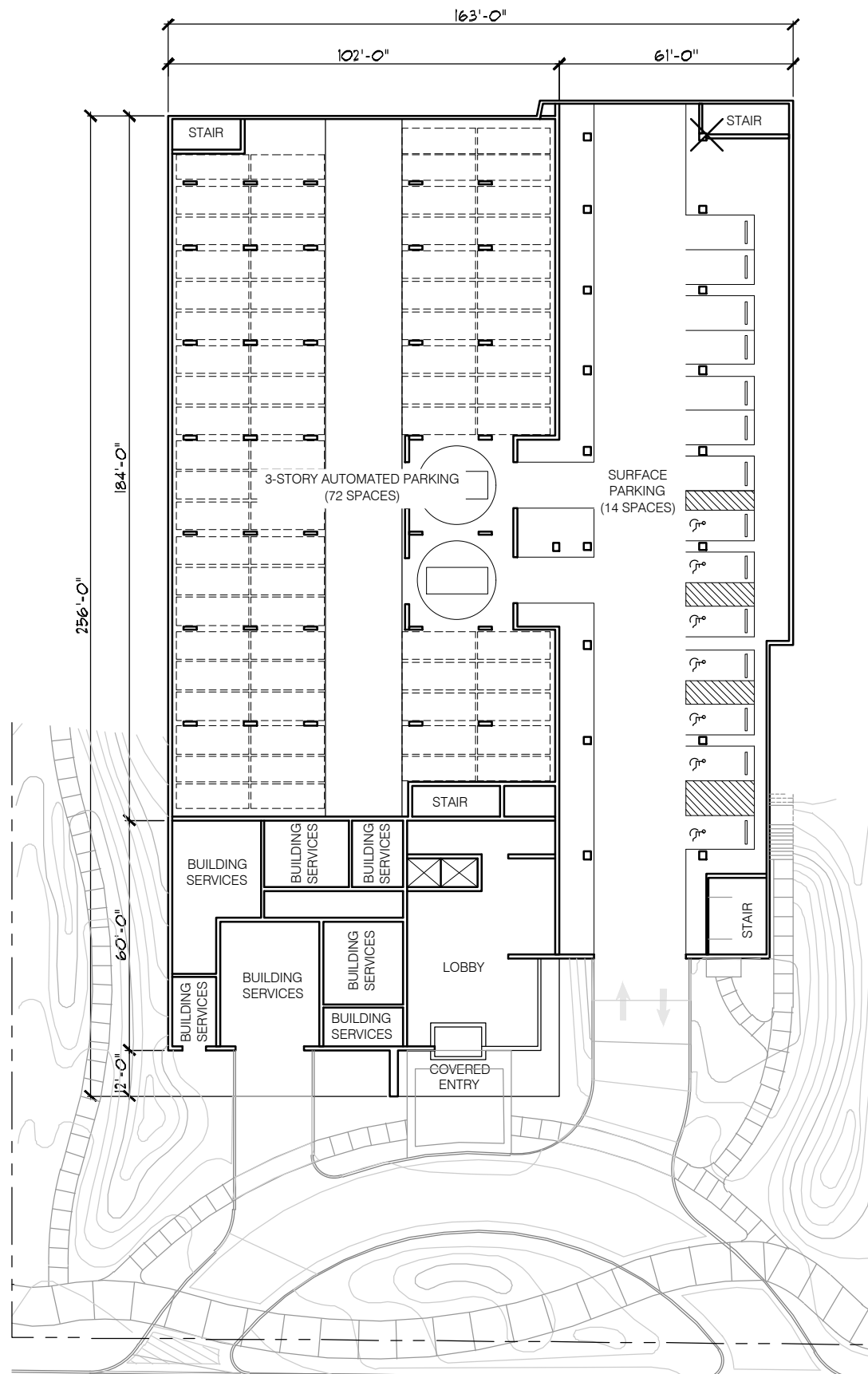
EXHIBIT C
REDEVELOPER OWNERSHIP STRUCTURE

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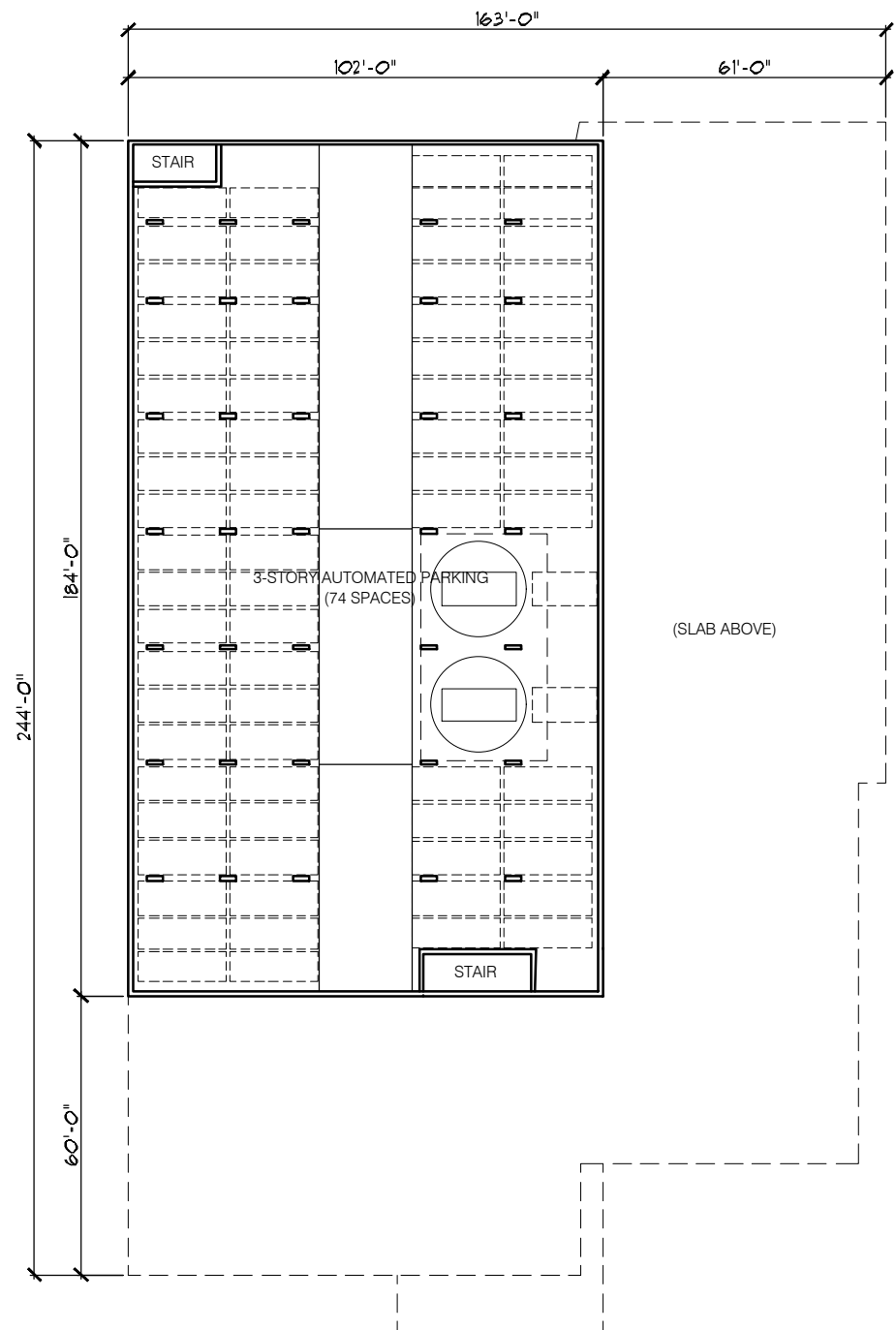
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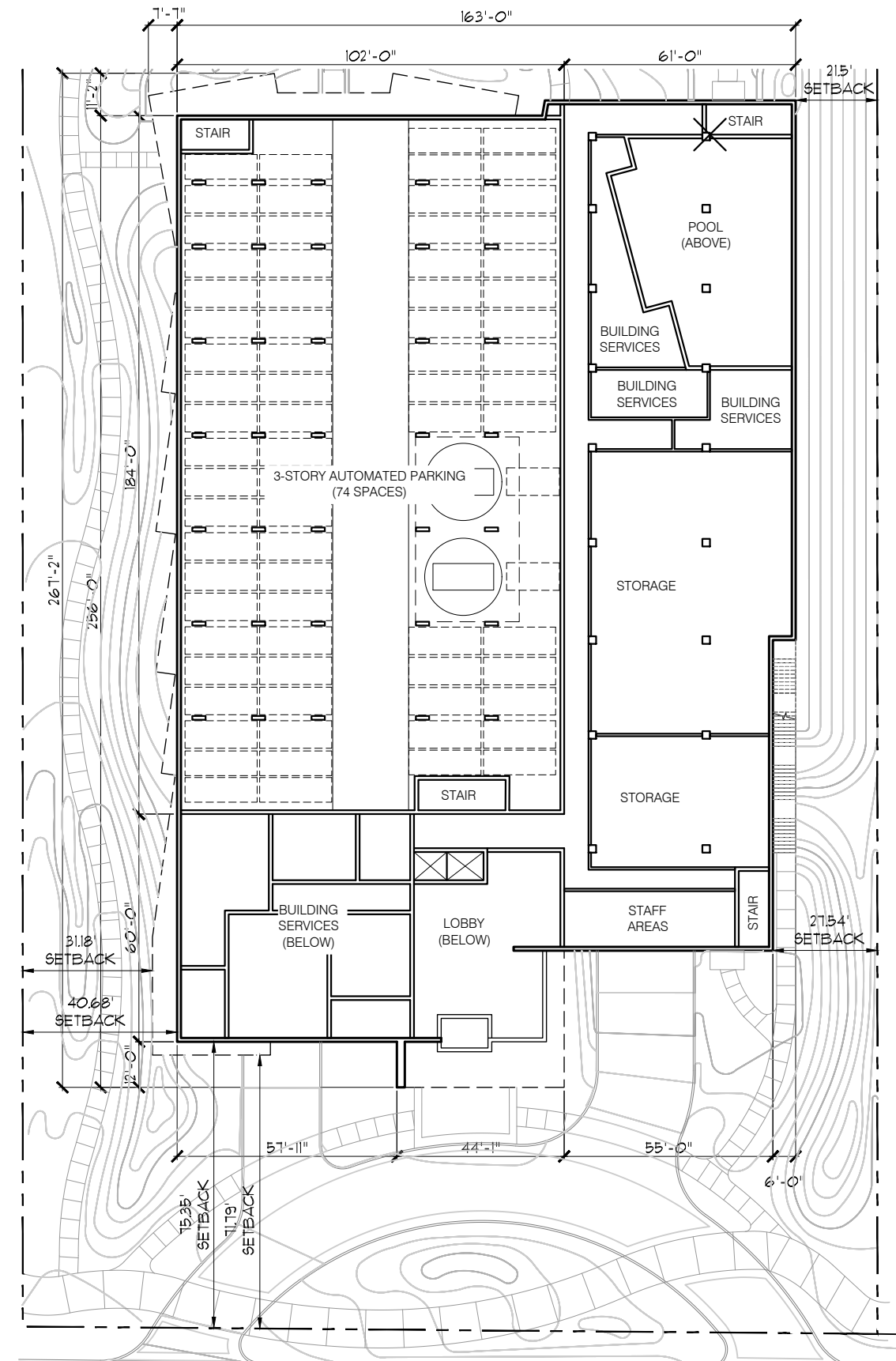
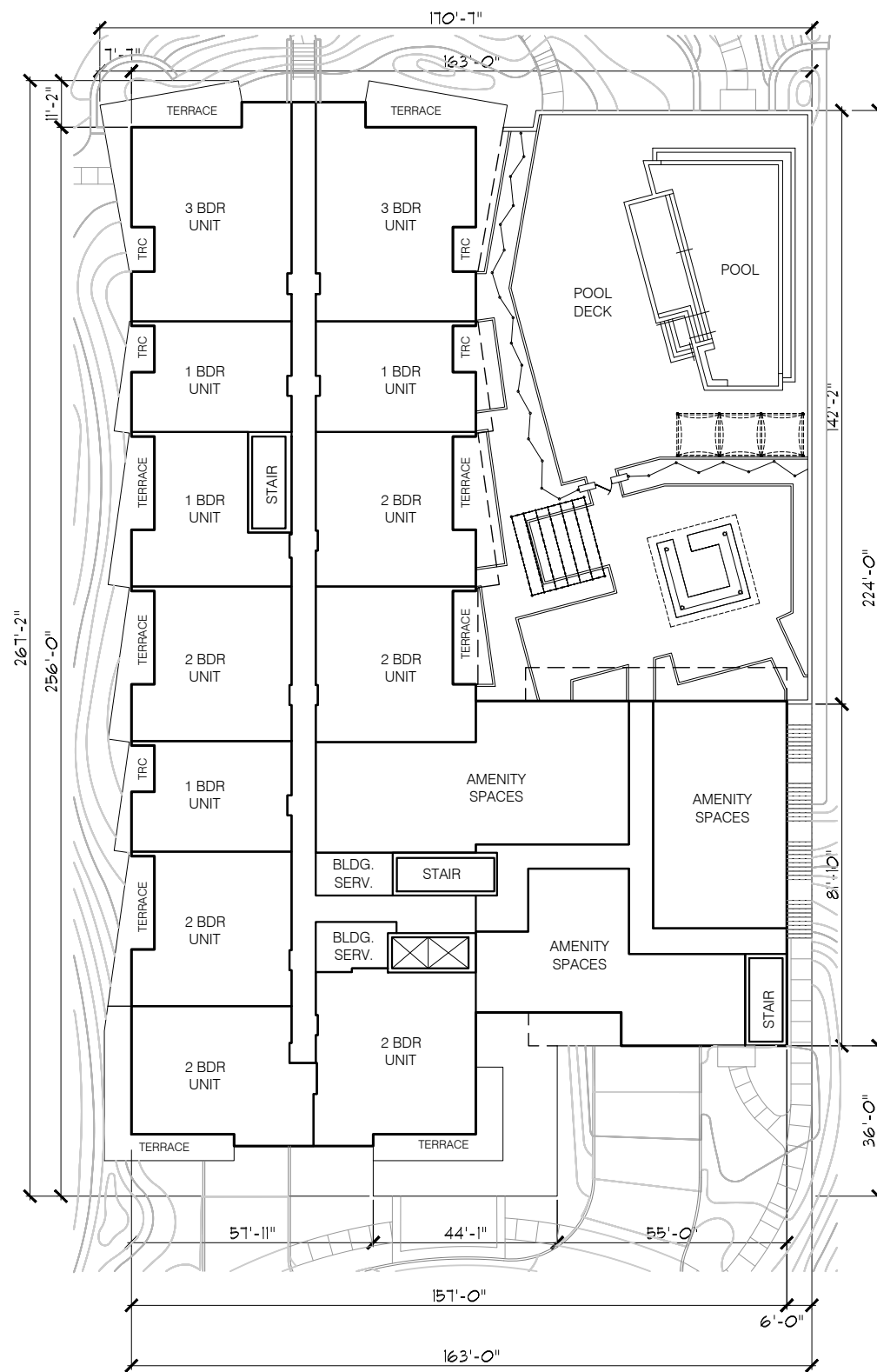
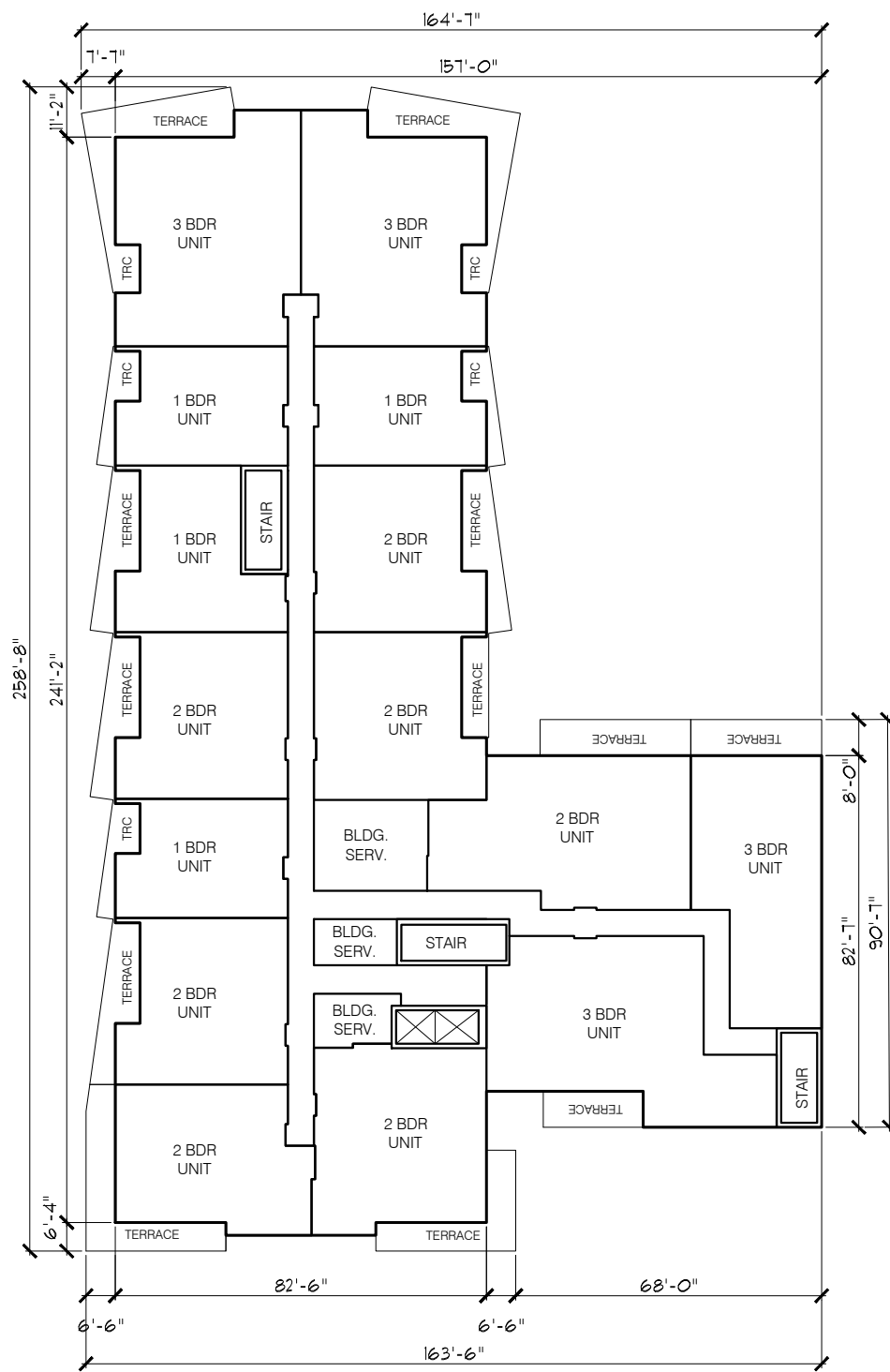


② LOBBY/ GRADE LEVEL PARKING PLAN

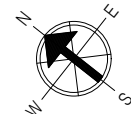
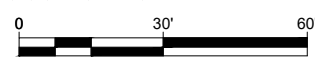


① LOWER LEVEL PARKING PLAN

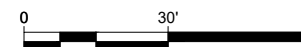




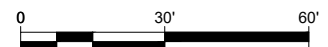
③ 2ND, 3RD, & 4TH FLOOR PLANS
15 UNITS DWELLING UNITS PER FLOOR

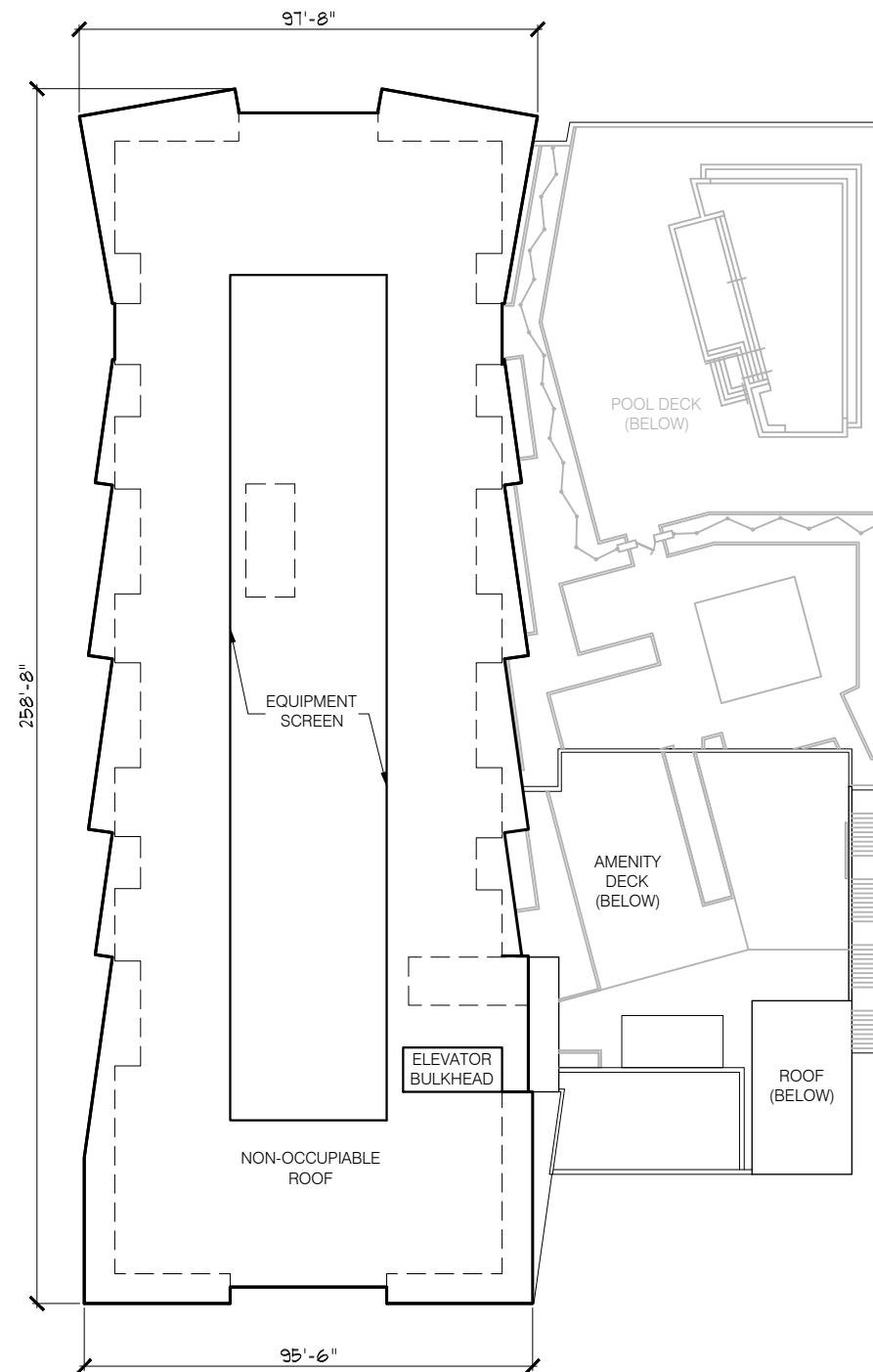


② PODIUM / 1ST FLOOR FLOOR PLAN
12 UNITS DWELLING UNITS



① UPPER LEVEL PARKING PLAN

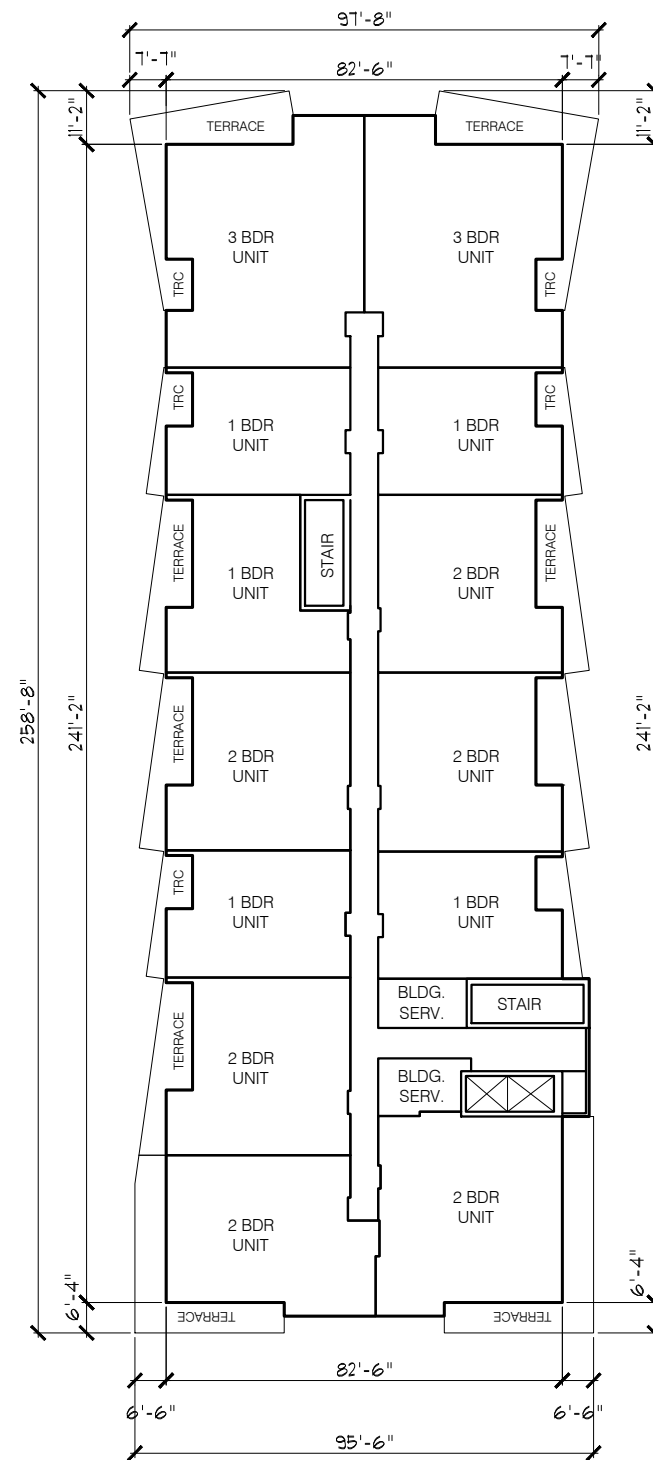




③ ROOF PLAN

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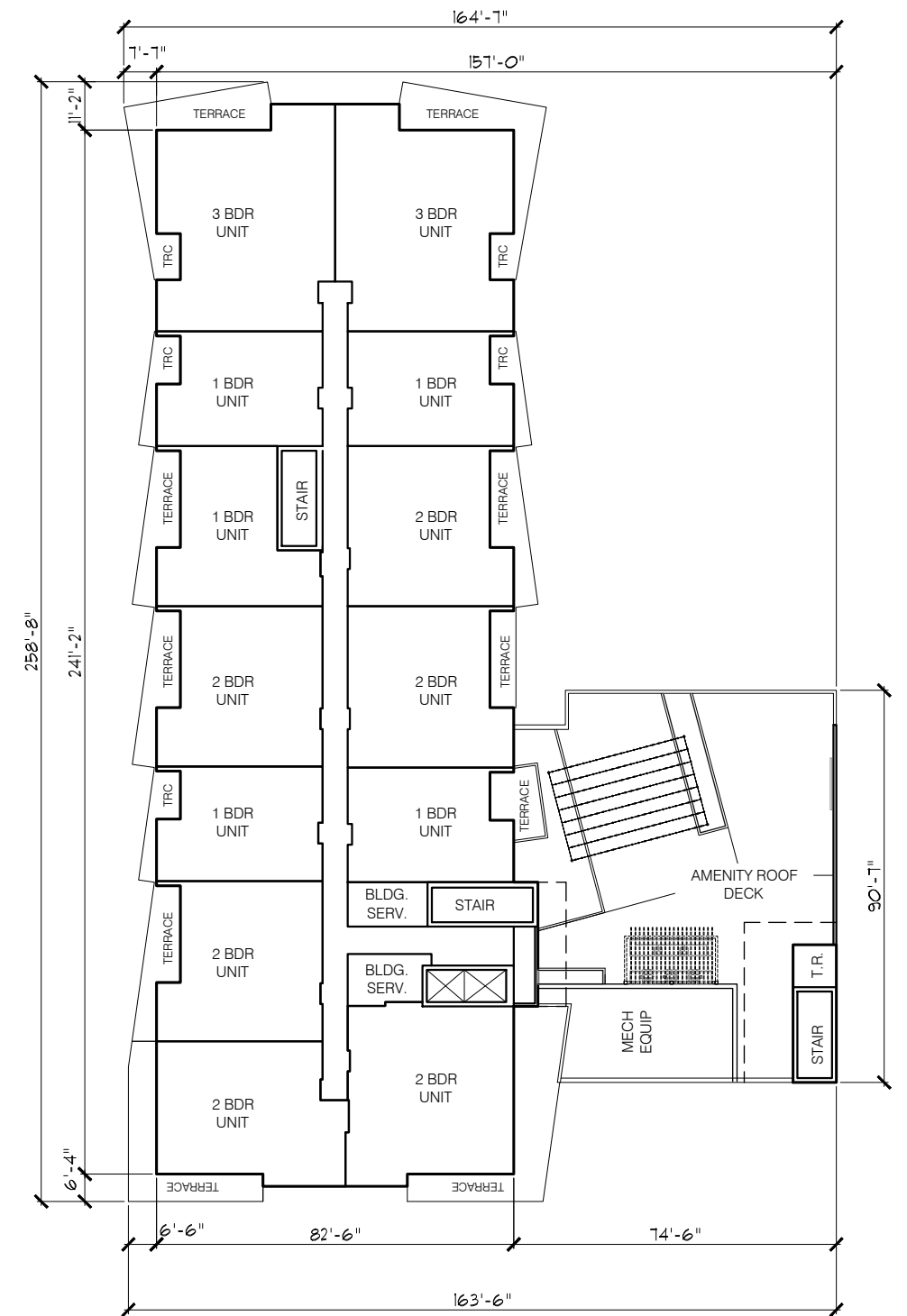


② 6TH, 7TH, & 8TH FLOOR PLANS

13 DWELLING UNITS PER FLOOR

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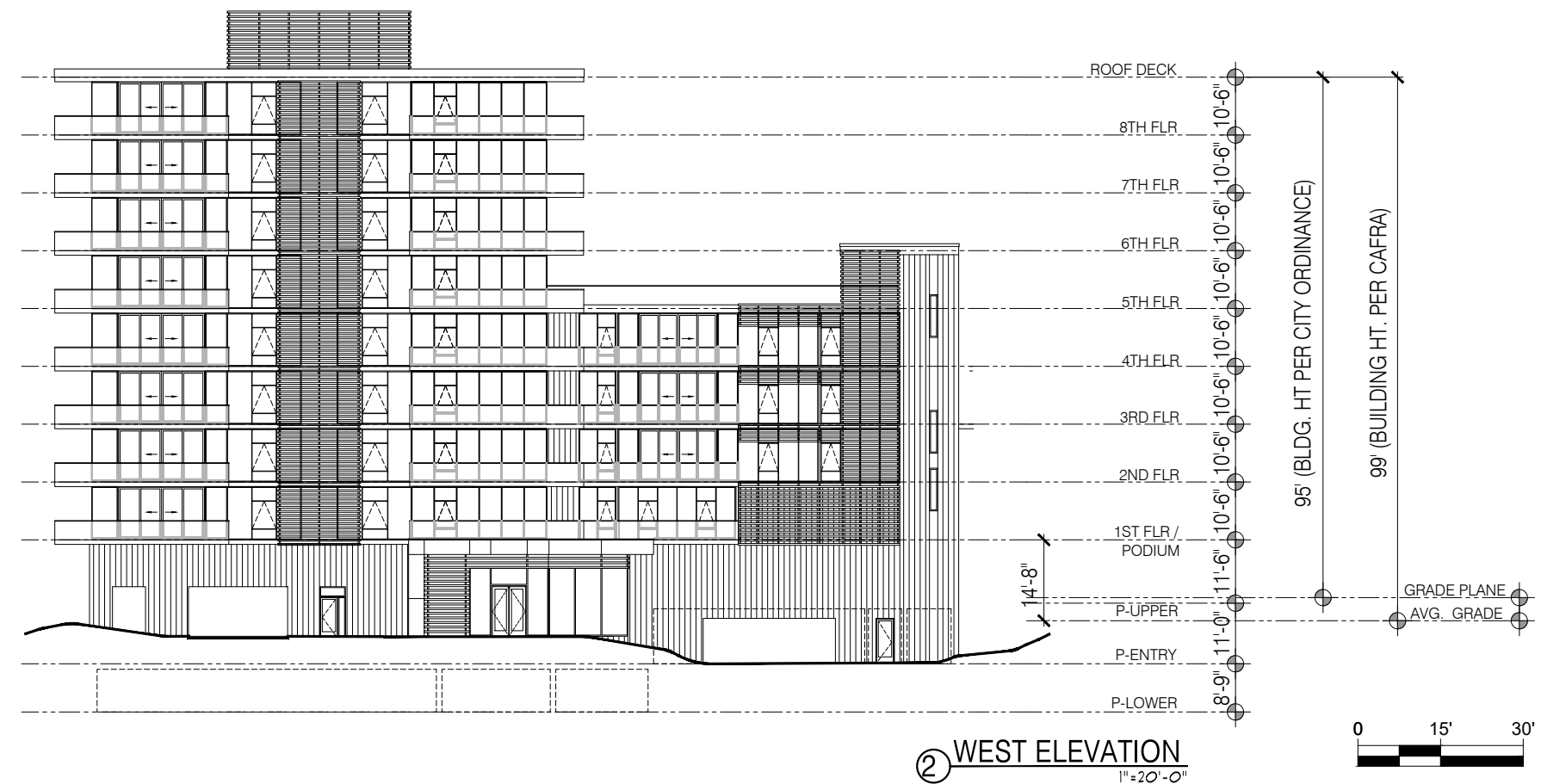
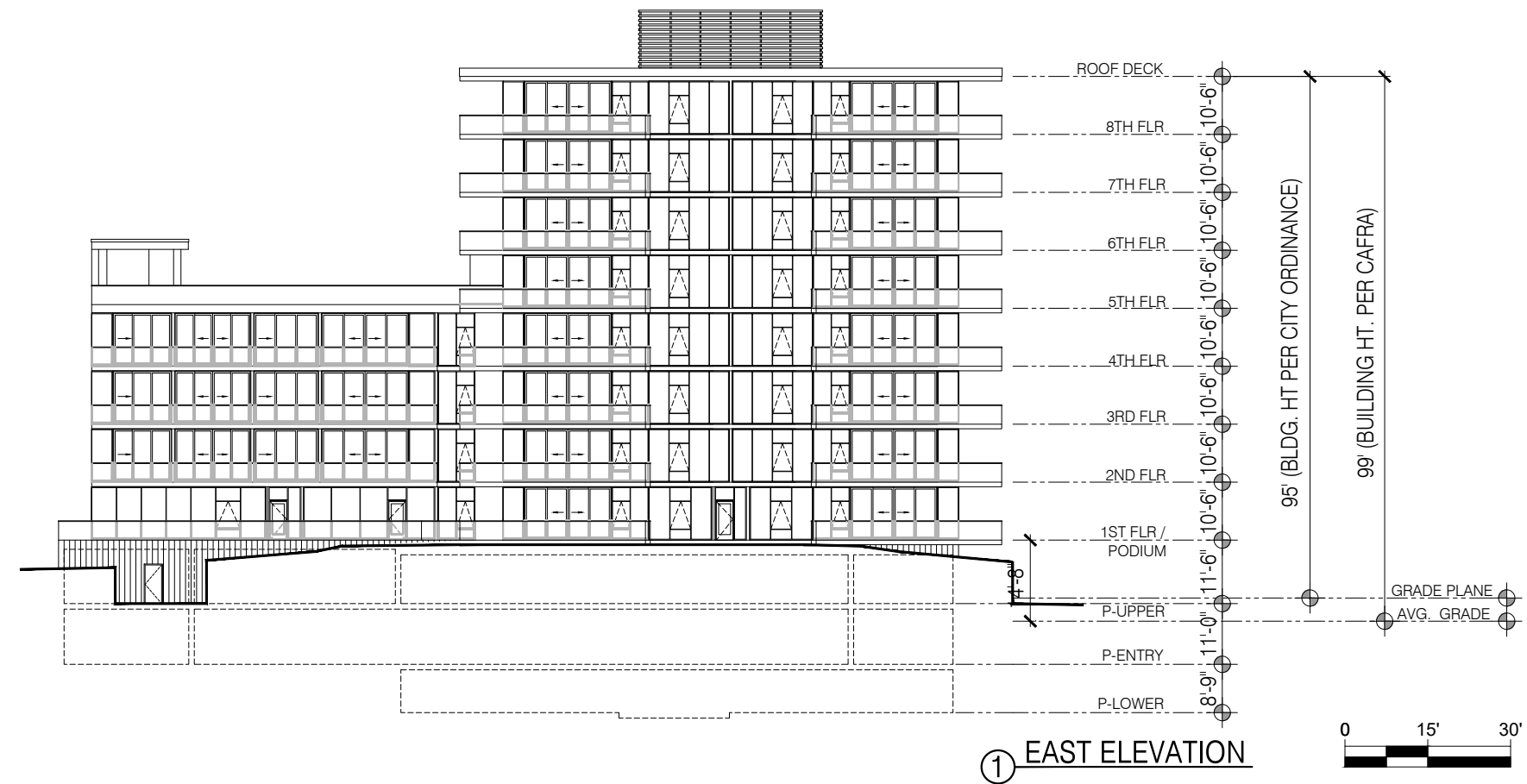


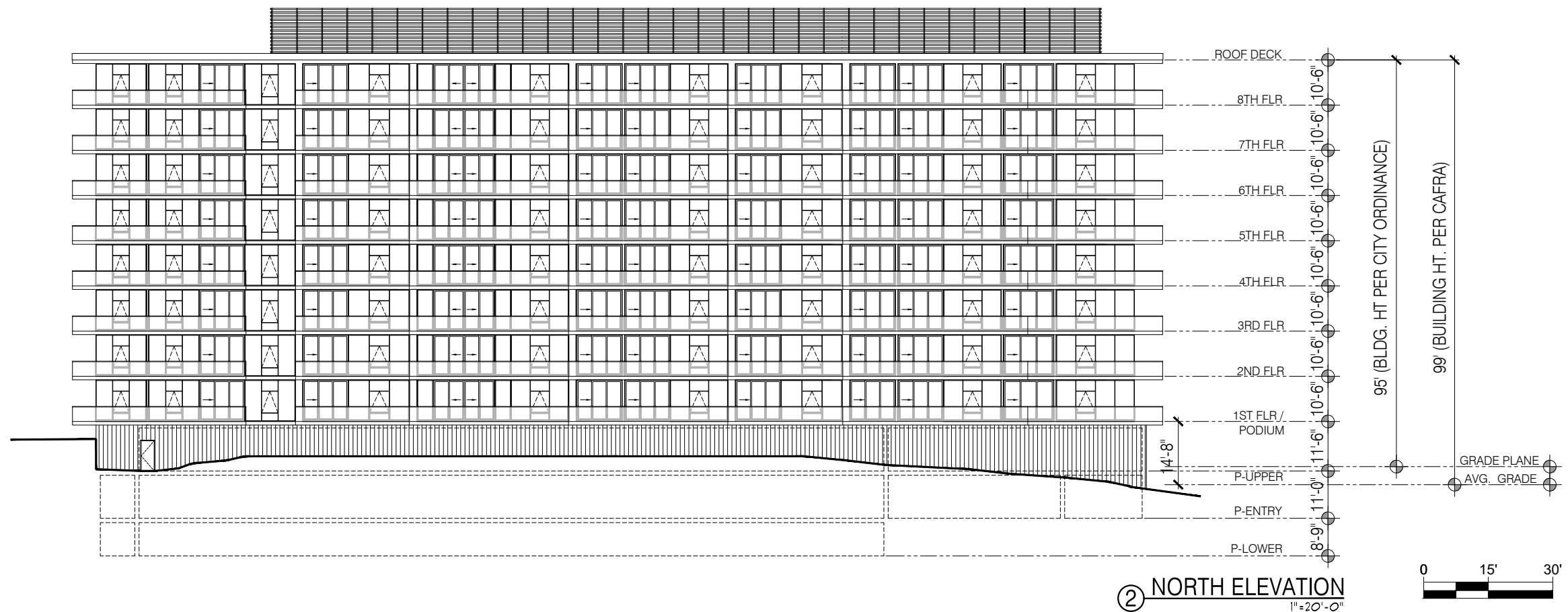
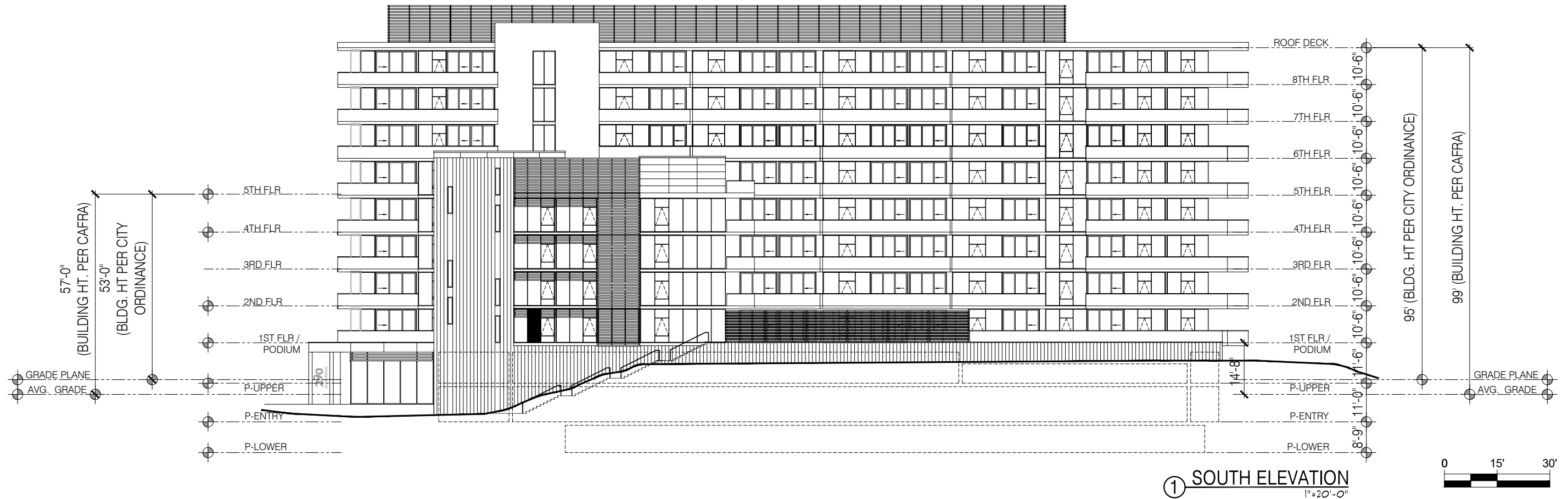
① 5TH FLOOR PLAN

13 DWELLING UNITS

0 30' 60'

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R 244-20

**RESOLUTION AWARDING PURCHASE OF ONE (1) 2020 FORD UTILITY
INTERCEPTOR FOR PUBLIC SAFETY DIVISION**

WHEREAS, the City has the need to purchase a vehicle for use by the Public Safety Division; and

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

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

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this purchase from Appropriation Line Item #0-01-052-399, in the amount of \$33,502.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract is awarded to **WINNER FORD** for purchase of **One (1) 2020 Ford Utility Interceptor vehicle** as detailed in attached quote, in accordance with the terms and conditions on New Jersey State Contract # 88728, **for a sum not to exceed \$33,502.00.**

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

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

**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 PURCHASE ONE VEHICLE PUBLIC SAFETY

Said contract being made as follows:

WINNER FORD. \$33,502.00

Said funds being available in the form of:

0-01-052-399- \$33,502.00



Michael Martin, Chief Financial Officer

12/2/2020

Date

Linda Hoffman
856-214-0759 Phone
856-488-1915 Fax
lhoffman@winnerford.com
N.J. Contract # 88728

2020 Ford Utility Interceptor Base Vehicle

\$30344.00

- **99B** 3.3L V6 Engine
- **44U** 10 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Headlamps Prep Pkg.
- SYNC
- Ford Telematics, includes Modem & 2 Year Trial Subscription
- **43D** Courtesy Lamps Disable
- **60R** Radio Noise Suppression
- **17T** Cargo Area Red/Clear Dome 5"
- **549** Power Heated Mirrors
- **18D** Global lock/unlock feature
- **16D** Badge Delete
- **55F** Remote Keyless Entry
- **65U** Interior Upgrade Package
- **66A** Front Headlamp Solution
- EAI53 80 Amp Power Source
- Skid Plate
- Red/Clear Dome in Front
- Perimeter Light

Total

33502.00

R# 245-20

**RESOLUTION FOR CURRENT
CLASS I SPECIAL LAW ENFORCEMENT
OFFICERS TO BE APPOINTED AS CLASS II LAW ENFORCEMENT OFFICERS FOR
THE CITY OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individuals as Class II Special Law Enforcement Officers for the City of Long Branch effective 12-9-20:

Andrew DePinho
Justin Falke
Shane O'Brien
Ryan Howe
Keila Braga
Jonathan Sciuto

MOVED:
SECONDED:

AYES:
NAYS:
ABSENT:
ABSTAIN:

**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:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Jeffrey J. Jotz, Municipal Clerk, RMC of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on _____.

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 _____ day of _____, 2020

Jeffrey J. Jotz, RMC
Municipal Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of December 9, 2020. 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.

AM and PM Glass LLC	Glass - Community Development/Bank	895.00	
Amazon Capital Services	Supplies - Multiple Departments	379.89	
American Payroll Association	APA Yearly Membership for C. Fernandez - Comptroller's Office	258.00	
Amy's Omelet House	Grab 'N Go - Senior Center	290.00	
AT&T	Utilities - Phone Services - November 2020	43.04	*
Atlantic Plumbing Supply	Extractor Tool - Public Works	26.83	
Auto Parts	Parts - Public Works	8,874.49	
Binsky & Snyder Service LLC	Service Call - Police Department	1,369.66	
Bullet Lock & Safe Co.	Keys - Public Works	91.50	
Carrot Top Industries	American Flags - Public Works	184.01	
Central Jersey Equipment	Miscellaneous Parts - Beach Operations	5,173.94	
City of Long Branch Clearing Account	To Reimburse Clearing Account - November 20, 2020	2,969.62	*
City of Long Branch Clearing Account	To Reimburse Clearing Account - November 25, 2020	73,042.94	*
City of Long Branch Clearing Account	To Reimburse Clearing Account - November 25, 2020	723.81	*
City of Long Branch Payroll Agency Account	DCRP Employer Match - November 2020	723.81	*
Comcast	Utilities - IP Provider - November 2020 - Senior Center	184.60	*
Comcast	Utilities - IP Provider - November 2020	1,849.90	*
Concept Printing Inc.	Letterhead and Envelopes - Purchasing Department	5,740.00	
Cooper Electric Supply Co.	Street Lights for Beach Front - Public Works	660.60	
CWA Local 1075, AFL-CIO	Dental/Vision Plan - December 2020	5,900.00	*
Danna Kawut	Reimbursement for Monthly Email Blast - Administration	34.99	
David Weber Oil Co.	Anti-Freeze - Public Works	550.40	
De Large Landen Fin. Serv. Inc.	Copy Rentals - Multiple Departments	3,610.72	
Ferguson	Supplies - Community Development/Bank	1,614.87	
Fine Fare	Grab 'N Go - Senior Center	80.85	
Fisher & Son Company, Inc.	Supplies - Public Works	819.00	
Freehold Dodge, Inc.	Repairs - Public Works	1,694.99	
Freehold Ford Inc.	Repairs - Public Works	1,127.07	
Genuine Parts Company	Parts - Public Works	272.80	
George Wall	Repairs - Public Works	390.00	
Goldstar Products	Supplies - Public Works	990.17	
Highway Equipment of New Jersey	Repairs - Public Works	518.59	
Hilsen Pest Control, LLC	Pest Control - Health Department	380.00	
Home Depot Credit Services	Supplies - Multiple Departments	934.96	
Horizon Blue Cross Blue Shield	Dental Insurance - December 2020	11,999.01	*
Ilukscka Kusinow	Tai Chi Instructor - Senior Center	60.00	
Jamm Printing	Food Inspection Report - Health Department	278.00	
Jersey Central Power & Light	Utilities - Electrical - July - October 2020	44,233.08	*
Jersey Elevator Co, Inc.	Inspection - November 2020	194.40	
Jesco Inc.	Repair of Loader - Public Works	8,950.00	
John Guire Supply LLC	Supplies - Public Works	863.64	
John's Auto & Truck Repair	Towing - Public Works	50.00	
Johnson's Restaurant Supply Inc.	Grab 'N Go - Senior Center	318.86	
Kimball Midwest	Tools - Public Works	109.94	
Konica Minolta Business Solution	Copy Rentals - Recreation and Police Department	544.96	
Long Branch Municipal Court	Reimbursement for Credit Card Fees - Municipal Court	62.21	
Long Branch Poultry Farm	Grab 'N Go - Senior Center	525.00	
Mazza Recycling Services	Disposal of Bulky Waste - October 2020	13,933.01	PMT # 9
Mazza Recycling Services LTD.	Recycle Tires, Tax, Disposal Concrete and Comingled - Public Works	15,888.18	
Mid-Atlantic Truck Center	Parts - Public Works	640.52	
Middlesex County College	Technical Assistant Course - Building Department	450.00	
Monmouth County Treasurer	Flood Warning System Services - OEM	1,500.00	
Monmouth Hose & Hydraulics	Hydraulic Fittings - Public Works	54.78	
Monmouth Wire Computer	Computer & Electronic Scrap - Public Works	300.00	
Mutual of Omaha	Life Insurance - December 2020	1,338.60	*
Naeti	Course: NJ EPA Model Lead Inspector - Health Department	189.00	
New Jersey American Water Co.	Utilities - Water - October - November 2020	169.23	*
New Jersey Motor Vehicle	Registration and Title - Public Works	655.00	*
New Jersey Natural Gas	Utilities - Gas - October 2020	3,904.60	*
NJ Conference of Mayor's	2021 Membership Dues - Mayor's Office	695.00	
Oceanside Service Inc.	Repairs at Manahasset Park - Public Works	1,233.00	
Oswald Enterprises Inc.	Jet Vac Cleaning and Inspection - Public Works	2,700.00	
Quality Auto Glass, Inc.	Repairs - Public Works	350.60	
R&H Spring & Truck Repair Inc.	Repairs - Public Works	53.76	
Rainone Coughlin Minichello LLC	Professional Services - Legal Services - October 2020	19,690.20	PMT # 15 - # 18
Reliance Graphics	Election Ballot - City Clerk	6,494.00	
Robert Shamrock	Confidential Fund - Police Department	2,000.00	*
Rutgers University	Course: Financial and Records Management - Planning and Zoning	205.00	
Saker Shoprites, Inc.	Grab 'N Go - Senior Center	367.25	
Seaboard Welding Supply Inc.	Supplies - Public Works	340.45	
Semcore II Rental Center	Pressure Washer Rental - Public Works	628.57	
Sickles Market LLC.	Grab 'N Go - Senior Center	2,799.98	
SIP's Paint & Hardware	Supplies - Multiple Departments	485.94	
Specialty Graphics	Carhartt Hooded Zip - Public Works	290.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Staples Business Advantage	Appointment Book - Building Department	40.16
State Treasurer Ce# *igit/Div. Local GVT.	RMS Recertification Fee - Deputy Clerk - City Clerk	50.00
Supplies Master Inc.	Paint - Community Development/Bank	39.99
Tracey C. Witter	Instructor - Painting Zoom Class - Senior Center	180.00
Treasurer State of New Jersey	Underground Storage Tank Registration - Public Works	* 50.00
U Do It Car Wash	Car Wash Tokens for Case Loaders - Public Works	200.00
Uline Inc.	Supplies - Public Works	4,001.53
United Rentals	Fork Lift Rental - Public Works	1,651.00
Verizon	Utilities - Phone Service - November 2020	* 632.44
Verizon Wireless	Utilities - Smart Phones - Police Department	* 80.02
Vision Service Plan	Vision Insurance - December 2020	* 592.88
W.B. Mason Co., Inc.	2020 Calendars - Purchasing Department	169.28
W.W. Grainer Inc.	Supplies - Multiple Departments	1,994.75
W. Bahamonde	Reimbursement for Supplies for Fine Arts and Cultural Center - Special Events/Administration	828.47
Windstream	Utilities - IP Service - November 2020	* 2,380.16
Y-Pers	Reclaimed Colored Polo Rags - Public Works	126.56
TOTAL CURRENT		280,964.06
Aurora Environmental, Inc.	Fueling System Upgrades - Public Works	83,640.00
Stephan L. Green Trailers	Trailer - Public Works	8,400.00
TOTAL CAPITAL		92,040.00
City of Long Branch Clearing Account	To Reimburse Clearing Account - November 25, 2020	* 343.19
Horizon Blue Cross Blue Shield	Dental Insurance - December 2020	* 97.91
Monmouth County SPCA	Animal Shelter Services - Animal Control - October 2020	2,225.00 PMT # 10
Mutual of Omaha	Life Insurance - December 2020	* 7.20
NJ State Dep. Of Health & Senior Services	Dog Licenses - October 2020 - Health Department	* 208.20
Vision Service Plan	Vision Insurance - December 2020	* 29.88
TOTAL ANIMAL CONTROL		2,911.38
Amazon Capital Services	Supplies - Community Development	987.04
Atlantic Plumbing Supply	Galvanized Pipes for Holiday Decorations - Community Development	69.44
City of Long Branch Clearing Account	To Reimburse Clearing Account - November 25, 2020	* 608.14
Horizon Blue Cross Blue Shield	Dental Insurance - December 2020	* 139.02
Mutual of Omaha	Life Insurance - December 2020	* 7.20
Ronald L. Allen	IDIS Technical Assistance - Community Development	1,000.00 PMT # 6
SIP's Paint & Hardware	Supplies - Community Development	189.99
Stewart Signs	Parts for Digital Sign at West End Park - Community Development	112.63
Vision Service Plan	Vision Insurance - December 2020	* 461.92
TOTAL HUD		3,575.38
Christina T C/F CE1 Firsttrust	Tax Sale Premium	* 72,200.00
City of Long Branch Clearing Account	To Reimburse Clearing Account - November 20, 2020	* 32,200.00
City of Long Branch Clearing Account	To Reimburse Clearing Account - November 25, 2020	* 73,697.53
CME Associates	Professional Services - Planning & Zoning Department	870.00
De Large Landen Fin. Serv. Inc.	Copy Rentals - Community Development	161.52
Fedigan LLC	Tax Sale Premium	* 31,000.00
Horizon Blue Cross Blue Shield	Dental Insurance - December 2020	* 69.51
Mutual of Omaha	Life Insurance - December 2020	* 3.60
New Jersey Natural Gas	Utilities - Gas - October 2020	* 65.26
Slate Ventures LLC	Tax Sale Premium	* 1,200.00
Thor Construction Group LLC	RCA Write-up Work - Community Development	500.00
US Bank Cust for Pro Cap 8	Tax Sale Premium	* 600.00
Vision Service Plan	Vision Insurance - December 2020	* 759.16
TOTAL TRUST OTHER		213,326.58

DECEMBER 9, 2020 | AGENDA MEETING | APPLICATIONS:

1. APPROVAL OF VARIOUS TAXI CAB OWNERS 2021 LICENSE RENEWALS:

<u>NAME</u>	<u>CAB COMPANY</u>	<u>CAR #</u>
Mohammad Afzal	Shore	1
Mohammad Afzal	Shore	2
Mohammad Afzal	Shore	3
Mohammad Khan	Shore	4
Mohammad Khan	Shore	5
Mohammad Khan	Shore	6
Mohammad Khan	Shore	7
Arthur Forsyth, Jr.	Shore	8
Mohammad Khan	Shore	9
Mohammad Hanif	Shore	10
Sekhon Surjeet (Mohammad Afzal)	Shore	11
Ali M. Hamid	Shore	13
Mohammad Afzal	Shore	14
Mushtaq Khan	Shore	17
Mohammad Khan	Shore	18
Mushtaq Khan	Shore	19
Mohammad Khan	Shore	20
Mushtaq Khan	Shore	21
Mushtaq Khan	Shore	23
Mushtaq Khan	Shore	26
Mohammad Khan	Shore	27
Mohammad Afzal	Shore	28

Mohammad Khan	Shore	29
Fazal Khan	Shore	30
Mustafa Yaman	Shore	31
Mustafa Yaman	Shore	33
Fazal Khan	Shore	34
Mushtaq Khan	Shore	35
Mushtaq Khan	Shore	36
Yasir Jamshaid	Shore	37
Harry Abraham	Shore	38
Fazal Khan	Shore	39
Mohammad Khan	Shore	42
Ghulam Khan	Shore	43
Asadullah Kakar	Shore	44
Mushtaq Khan	Shore	45
Mohammad Khan	Shore	47
Micheil Yousef	Shore	52
Harry Abraham	Shore	53
Kathleen Boffice	Shore	54
Samir H. Soliman	Shore	55
Ahmed H. Hassaballa	Shore	56
Ali M. Hamid	Shore	57
Umar Farooq	Shore	60
Ali M. Hamid	Shore	61
Asadullah Kakar	Shore	63
Mushtaq Khan	Shore	66
Mohamed Ashadullah	Shore	67
Mohamed Elgamal	Shore	69