

**RESOLUTIONS ADOPTED BY CITY COUNCIL SEPTEMBER 10, 2013**

**R231-13** PUBLIC ENTITY JOINT INSURANCE FUND NON-BINDING RESOLUTION OF INTENT TO JOIN

**R232-13** RESOLUTION – “GO THE EXTRA MILE”

**R233-13** RESOLUTION ACCEPTING 2012 ANNUAL AUDIT REPORT

**R234-13** RESOLUTION AUTHORIZING CHANGE ORDER #1 TO CONTRACT FOR STORM IMPROVEMENTS TO WEST END PARK PREFABRICATED, OPEN-AIR BAND SHELL

**R235-13** RESOLUTION TO CANCEL 2013 TAXES UNDER NJSA 54:4-3.6 BY RECOMMENDATION OF TAX ASSESSOR (BLOCK 186 LOT 6.42)

**R236-13** RESOLUTION TO REFUND OVERPAYMENT OF TAXES FOR 2013 (BLOCK 368, LOT 6, BLOCK 322, LOT 3.15)

**R237-13** RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH TDB ASSOCIATES, INC.

**R238-13** RESOLUTION APPROVAL PAYMENT OF BILLS

**R239-13** RESOLUTION APPROVING PERSON TO PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE OF JOHNNY G. INC. (OLD SPRINGDALE CAFÉ) TO BRAZILIAN SPORTS BAR, LLC, STATE LICENSE #1325-33-036-004

**R240-13** RESOLUTION AMENDING RESOLUTION R188-13 STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM ENABLING RESOLUTION

R# 231-13

**PUBLIC ENTITY JOINT INSURANCE FUND NON-BINDING RESOLUTION OF INTENT TO JOIN**

**WHEREAS**, a number of local governmental units in various parts of the State of New Jersey have joined together to form a Joint Insurance Fund as permitted by N.J.S.A. 40A:10-36; and

**WHEREAS**, there has been discussion regarding the formation of a PUBLIC ENTITY JOINT INSURANCE FUND (PEJIF) for local government units; and

**WHEREAS**, the statutes and regulations governing the creation and operation of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Fund; and

**WHEREAS**, the Governing Body of the City of Long Branch has determined that membership in the PEJIF would be in the best interest of itself and its citizens.

**NOW, THEREFORE BE IT RESOLVED** that the Governing Body of the City of Long Branch does hereby resolve that the City of Long Branch intends to become a member of the PEJIF for the purpose of establishing the following types of coverage:

1. Workers' compensation and employers' liability;
2. General liability, including law enforcement, employment practices and public official Liability;
3. Motor vehicle liability; and
4. Property damage (buildings, contents, equipment and motor vehicles);

**BE IT FURTHER RESOLVED** that such membership is subject to the right to accept the terms of membership when the same is received from the PEJIF; and

**BE IT FURTHER RESOLVED** that such membership is subject to the right to accept the Bylaws and Initial Assessment of the PEJIF, as approved and adopted pursuant to N.J.S.A. 40A:10-9, when the same is received from the PEJIF.

MOVED: *Billings*  
SECONDED: *Pallone*

AYES: 5  
NAYS: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-10-13  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 11<sup>th</sup> DAY OF September  
*Kathy L. Schele*



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

Re: Public Entity Joint Insurance Fund

Dear \_\_\_\_\_ :

NIP Group is pleased to announce the launching of a new joint insurance fund in New Jersey - the Public Entity Joint Insurance Fund ("PEJIF") – effective January 1, 2014. We formed the Garden State Municipal JIF 12 years ago and are responding to a similar need in the public entity insurance marketplace. The departure of one of the major excess casualty insurers in the state has left many municipalities with limited, if any, options for excess insurance protection. NIP has created the solution in the PEJIF, a JIF that will specialize in the unique insurance needs of New Jersey's high-density, urban municipalities. City of Long Branch is among the group of cities and towns we have identified as potential founding members of this new JIF, which will launch effective January 1, 2014. Together, these entities will pool their risk and enhance their purchasing power in the insurance marketplace. Over 95% of all New Jersey municipalities are in a joint insurance fund today.

We have been in discussions with IOA Northeast, Inc., your insurance representative, and have presented a property and casualty insurance program that provides broader coverage and services than City of Long Branch's current program at a reasonable cost. IOA Northeast, Inc. is recommending that City of Long Branch proceed to the next step in the process.

In order to meet New Jersey Department of Banking and Insurance filing requirements, we will need the attached non-binding Resolution of Intent to Join passed by your Council at your earliest opportunity. This is a standard regulatory requirement that any municipality wishing to consider joining a JIF must meet. We wish to stress that this in no way commits City of Long Branch to joining the PEJIF. That decision can be made after IOA Northeast, Inc. has presented an Initial Assessment proposal and copies of the PEJIF bylaws for your review.

NIP Group is a specialized business insurance and risk management intermediary ranked among the 100 largest in the United States. NIP Group has more than 150 employees and is headquartered in Woodbridge, NJ. We have a wealth of knowledge and experience in managing self-insured programs, with particular emphasis on public entities. The GSMJIF has grown to be the largest independent joint insurance fund in New Jersey in just 12 years, with 32 member municipalities.

We thank you for the opportunity to present a tested solution to City of Long Branch's property and casualty insurance needs and are prepared to meet to answer any questions you might have.

Sincerely,

Earl Miller  
President, NIP Management Services, LLC

cc: IOA Northeast, Inc.

R# 232-13

**RESOLUTION - "GO THE EXTRA MILE"**

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

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

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

**WHEREAS**, Long Branch, New Jersey acknowledges the mission of Extra Mile America to create 400 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2013.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Long Branch do hereby proclaim November 1, 2013 to be Extra Mile Day. We urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

MOVED: *Billings*  
SECONDED: *Pallone*

AYES: *5*  
NAYS: *0*  
ABSENT: *0*  
ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON *9-10-13*  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS *11th* DAY OF *September*, *13*  
*Kathy L. Schemel*  
MUNICIPAL CLERK, E.E.C.

R# 233-13

**RESOLUTION ACCEPTING  
2012 ANNUAL AUDIT REPORT**

**WHEREAS**, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transaction; and

**WHEREAS**, the Annual Report of audit for the year 2012 has been filed by a Registered Municipal Accountant with the City Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

**WHEREAS**, R.S. 52:27 BB-34 authorizes the local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affair; and

**WHEREAS**, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed as a minimum, the sections of the annual audit entitled: General Comments/Recommendations; and

**WHEREAS**, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit and specifically the sections of the Annual Audit entitled: "Comments/Recommendations" as evidenced by the group affidavit form of the governing body attached hereto; and

**WHEREAS**, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

**WHEREAS**, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

**WHEREAS**, failure to comply with the regulation of the Local Finance Board of the State of New Jersey New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52::27BB-52 - to wit:

**R.S. 52:27BB-52** - " A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director of the Division of Local Government Services under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both in addition shall forfeit his office."

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Long Branch hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

MOVED: Billings  
SECONDED: Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-10-13  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 15th DAY OF September 2013  
Kathy L. Schemelz  
Municipal Clerk, N.J.

R# 234-13

**RESOLUTION AUTHORIZING CHANGE ORDER #1  
TO CONTRACT FOR STORM IMPROVEMENTS TO WEST  
END PARK PREFABRICATED, OPEN-AIR BAND SHELL**

**WHEREAS**, City Council approved a contract to SHORELAND CONSTRUCTION INC. for replacing West End Park Prefabricated, Open-Air Band Shell, for an amount not to exceed \$82,448.00; and

**WHEREAS**, during preliminary work by SHORELAND CONSTRUCTION INC. it become apparent that the Prefabricated, Open-Air Band Shell, needed to be adjusted to be in compliance with Storm Standards; and

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

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the Capital Budget, Improvements Appropriation # C-04-060-681 in the amount of \$13,230.00.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby approves Change Order #1 to the contract with SHORELAND CONSTRUCTION INC. in the amount of \$13,230.00, amending the total contract amount to a sum not to exceed \$95,678.00

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

OFFERED:	<u>Billings</u>
SECOND:	<u>Pallone</u>
AYES:	<u>5</u>
NAYES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-10-13  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 10th DAY OF September 2013  
Kathy L. Schmelz

**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:

**AUTHORIZING CHANGE ORDER #1 WEST END PARK PREFABRICATED  
OPEN -AIR BAND SHELL**

Said contract being made as follows:

**SHORELAND CONSTRUCTION INC \$13,230.00**

Said funds being available in the form of:

**CAPITAL IMPROVEMENTS #C-04-060-681 \$13,230.00**



Ronald J. Menhorn, Sr., C.P.A., R.M.A.  
Finance Director, Chief Financial Officer

*9/4/13*  
Date

# FINAL CHANGE ORDER AND SUPPLEMENTAL AGREEMENT NO.1

**Project: PREFABRICATED, OPEN - AIR BAND SHELL**

**Project No: LB13-04**

**Owner: City of Long Branch**

**Date: 8/15/2013**

**Contractor: Shoreland Construction, Inc.  
7 Columbus Drive  
Monmouth Beach, NJ 07750**

Original Contract Amount: .....	\$82,448.00
Previously Adjusted Contract Amount : .....	\$0.00
Amount of this Supplemental Agreement: ...	\$13,230.00
<b>Total Adjusted Contract Amount to Date: .....</b>	<b>\$95,678.00</b>

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

Item No.	Description	Quantity	Units	Unit Price	Decrease in Contract Price	Increase in Contract Price
7	BOLLARDS	-6	UN	\$420.000	-\$2,520.00	\$0.00
8	TOPSOILING AND SEEDING	-400	SY	\$13.750	-\$5,500.00	\$0.00
SA1-1	Additional work to install rear wall footing	1	LS	\$13,770.000	\$0.00	\$13,770.00
SA1-2	Additional work to install exterior wall framing, sheathing and siding	1	LS	\$7,480.000	\$0.00	\$7,480.00
Total Decrease per this Agreement					-\$8,020.00	
Total Increase per this Agreement						\$21,250.00
Net Change in Contract Price due to this agreement						<b>\$13,230.00</b>

The sum of **\$13,230.00** is hereby added to the Total Contract Price and the total Adjusted contract Price to date is hereby equal to **\$95,678.00**

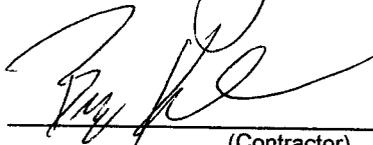
**Reason for Change:** Change Contract quantities to Asbuilt Quantities and additional work at the Cities request

Recommended by:

  
\_\_\_\_\_  
(Engineer)

Date: 8/22/13

Accepted by:

  
\_\_\_\_\_  
(Contractor)

Date: 8/22/13

Approved by:

\_\_\_\_\_  
(City)

Date: \_\_\_\_\_

Prepared by Leon S. Avakian, Inc.

**State Of New Jersey**  
Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to:

[http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa202ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf)

1. Name and address of Prime Contractor <b>Shorelands Construction, Inc.</b> <small>(NAME)</small>		2. Contractor ID Number <b>13VH00098100</b>	3. FID or SS Number <b>223421366</b>
7 Columbus Drive <small>(ADDRESS)</small>		4. Reporting Period <b>April 17 - May 24, 2013</b>	
Monmouth Beach <small>(CITY)</small>	NJ <small>(STATE)</small>	07750 <small>(ZIP CODE)</small>	5. Public Agency Awarding Contract <b>City of Long Branch</b> <small>Date of Award</small> <b>03/06/2013</b>
6. Name and Location of Project <b>West End Bank Shelter LB Monmout</b> <small>County</small>			7. Project ID Number <b>LB13-04</b>

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR GRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS TOTAL WORK HOURS	14. % OF WORK HRS				15. CUM. WORK HRS			16. CUM. % OF W/H	
				A	B	C	D	E	F			A	B	A	B	A	B			
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			% OF MIN. W/H	% OF FEMALE W/H	% OF MIN. W/H	% OF FEMALE W/H	TOTAL WORK HOURS	A MIN. HOURS	B FEMALE HOURS	% OF MIN. W/H	% OF FEM. W/H
Shorelands Constr		carpent	J	3						0	65									
			AP																	
Shorelands Constr		laborer	J	4						0	322									
			AP																	
Shorelands Constr		electri	J	1							40									
			AP																	
			J																	
			AP																	
			J																	
			AP																	

17. COMPLETED BY (PRINT OR TYPE) Barbara Keeshen (NAME)

 (SIGNATURE) President (TITLE)

732 (AREA CODE) 229-5680 (TELEPHONE NUMBER) (EXT.)

08-14-2013 (DATE)

p.1  
732-229-4064  
Shorelands Construction  
Aug 15 13 08:47a

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**MAINTENANCE BOND**

Bond No **B 1129189**

**KNOW ALL MEN BY THESE PRESENTS**, That we, **Shorelands Construction, Inc.**  
7 Columbus Drive Monmouth Beach, NJ 07750, as Principal, and **SELECTIVE INSURANCE COMPANY**  
**OF AMERICA**, a corporation duly organized under and by the virtue of the laws of the State of New Jersey and

authorized to become sole surety on bonds in the State of **NJ**, as Surety, are

held and firmly bound unto the **City of Long Branch**  
**344 Broadway Long Branch, NJ 07740**

,hereinafter called Obligee, in the just and penal sum of  
**Twenty Three Thousand Nine Hundred Twenty Dollars**  
Dollars (\$23920

), lawful money of the United States of America, to the payment of which  
well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its  
successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has by means of a written agreement, dated  
contracted with the Obligee aforesaid, for furnishing all materials and performing all of the work in connection with  
**Prefabricated Open Air Band Shell, West End Park - LB 13-04**

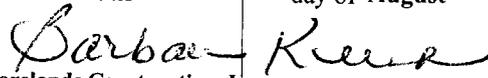
as specifically set forth in said contract for said work, and

**WHEREAS**, the Principal has completed the said contract in accordance with the plans and specifications thereof,  
and

**WHEREAS**, the Obligee has requested the Principal to guarantee said work against defective workmanship or  
faulty materials for a period of **2** year(s) from date of acceptance of said work **5/24/2013**; and

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall well  
and truly make good any defects in material or workmanship which may arise in said work within **2** year(s)  
from the date of acceptance of said work, then this obligation shall be null and void, otherwise it shall remain in full  
force and effect.

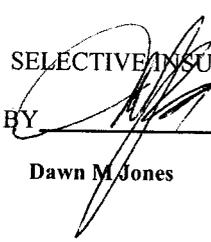
**IN WITNESS WHEREOF**, we have set our hands and seals this **22nd** day of **August**, **2013**

  
Shorelands Construction, Inc. (SEAL)  
Principal

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

SELECTIVE INSURANCE COMPANY OF AMERICA

BY   
Dawn M. Jones Attorney-in-Fact





Selective Insurance Company of America  
 40 Wantage Avenue  
 Branchville, New Jersey 07890  
 973-948-3000

BondNo.B 1129189

**POWER OF ATTORNEY**

Class B Performance Bond

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Dawn M Jones**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of:

**Twenty Three Thousand Nine Hundred Twenty Dollars (\$23920)**

Signed this 22nd day of August, 2013

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Timothy A. Marchio  
 Timothy A. Marchio  
 Its VP, Bond Department



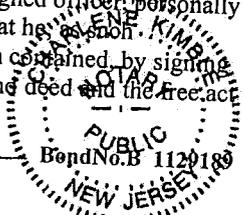
STATE OF NEW JERSEY :  
 :ss. Branchville  
 COUNTY OF SUSSEX :

On this 22nd day of August, 2013

appeared Timothy A. Marchio, who acknowledged himself to be the Vice President of SICA, and that he, as such, Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President and that the same was his free act and deed and the free act and deed of SICA.

**Charlene Kimble**  
 Notary Public of New Jersey  
 My Commission Expires 6/2/2016

Charlene Kimble  
 Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws.

Signed this 22nd day of August, 2013.

Michael H. Lanza  
 Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

CERTIFIED COPY

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

B 1129189

PROJECT: Prefabricated Open-Air Band Shell  
(name, address)

TO (Owner)

City of Long Branch  
344 Broadway  
Long Branch

NJ 07740

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

Prefabricated Open Air Band Shell, West End Park - LB 13-04

CONTRACT DATE:

CONTRACTOR: Shorelands Construction, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

SELECTIVE INSURANCE COMPANY OF AMERICA  
40 WANTAGE AVENUE  
BRANCHVILLE, NEW JERSEY 07890

on bond

Shorelands Construction, Inc.

, SURETY COMPANY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the surety Company of any of its obligations to

City of Long Branch  
344 Broadway  
Long Branch

NJ 07740

, CONTRACTOR,

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this

22nd day of August 2013

SELECTIVE INSURANCE COMPANY OF AMERICA  
Surety Company

Attest:  
(Seal):

*Jeanne Primavera*  
Jeanne Primavera, witness

*[Signature]*  
Signature of Authorized Representative

Dawn M Jones

Attorney-in-fact  
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707 \* CONSENT OF SURETY COMPANY TO FINAL PAYMENT \* APRIL 1970 EDITION \* AIA ©  
© 1970 \* THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE





**LEON S. AVAKIAN, INC.**  
**FINAL ENGINEER'S CERTIFICATE NO. 3**

Page 1 of 1

Project: **PREFABRICATED, OPEN - AIR BAND SHELL**

Period: From: 06-Jun-13 To: 15-Aug-13

Project No.: LB13-04

Original Contract Amount: ..... \$82,448.00

Owner: City of Long Branch, Monmouth County New Jersey

Plus Authorized Changes to Date: ..... \$13,230.00

Total Adjusted Contract Amount to Date: ..... \$95,678.00

Contractor: Shoreland Construction, Inc.  
 7 Columbus Drive  
 Monmouth Beach, NJ 07750

Item NO.	Description	Original Contract Quantity	Increase/ (Decrease) Quantity	Amended Contract Quantity	Unit Price	Adjusted Contract Amount	Work Completed						Amount Earned To Date
							Previous Certificates		This Period		To Date		
							Quantity	Amount	Quantity	Amount	Quantity	Percent	
1	CLEARING SITE	1 LS	0	1	3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	100.00%	\$3,000.00
2	EXCAVATION AND BACKFILL	1 LS	0	1	10,000.00	\$10,000.00	0.90	\$9,000.00	0.10	\$1,000.00	1.00	100.00%	\$10,000.00
3	PREFABRICATED, OPEN-AIR BAND SHELL	1 LS	0	1	39,178.00	\$39,178.00	0.50	\$19,589.00	0.50	\$19,589.00	1.00	100.00%	\$39,178.00
4	NEW ELECTRIC SERVICES FOR PREFABRICATED, OPEN-AIR BAND SHELL	1 LS	0	1	8,000.00	\$8,000.00	0.00	\$0.00	1.00	\$8,000.00	1.00	100.00%	\$8,000.00
5	ELECTRIC FOR PREFABRICATED, OPEN AIR BAND SHELL	1 LS	0	1	5,750.00	\$5,750.00	0.00	\$0.00	1.00	\$5,750.00	1.00	100.00%	\$5,750.00
6	CONCRETE WALKWAY	100 SY	0	100	70.00	\$7,000.00	0.00	\$0.00	100.00	\$7,000.00	100.00	100.00%	\$7,000.00
7	BOLLARDS	6 UN	-6	0	420.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	100.00%	\$0.00
8	TOPSOILING AND SEEDING	400 SY	400	0	13.75	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	100.00%	\$0.00
9	SOIL EROSION AND SEDIMENT CONTROL	1 LS	0	1	1,500.00	\$1,500.00	0.90	\$1,350.00	0.10	\$150.00	1.00	100.00%	\$1,500.00
SA1-1	Additional work to install rear wall footing	0 LS	1	1	13,770.00	\$13,770.00	0.90	\$12,393.00	0.10	\$1,377.00	1.00	100.00%	\$13,770.00
SA1-2	Additional work to install exterior wall framing, sheathing and siding	0 LS	1	1	7,480.00	\$7,480.00	0.90	\$6,732.00	0.10	\$748.00	1.00	100.00%	\$7,480.00
<b>TOTALS 1-8</b>						<b>\$95,678.00</b>		<b>\$52,064.00</b>		<b>\$43,614.00</b>			<b>\$95,678.00</b>

I hereby certify that **Shoreland Construction, Inc.** has completed the above listed work and is entitled to receive payment in the amount of **\$32,218.82**

Total Amount To Date ..... \$95,678.00  
 Less 10% Retainage ..... 0.00  
 Total ..... \$95,678.00  
 Previously Approved ..... 63,459.18  
**AMOUNT DUE THIS ESTIMATE ..... \$32,218.82**

  
 LEON S. AVAKIAN, INC.  
 Gerald J. Freda, P.E.  
 NJ License No. 38546

R# 235-13

**RESOLUTION TO CANCEL  
2013 TAXES UNDER  
NJSA 54:4-3.6 BY  
RECOMMENDATION OF TAX ASSESSOR**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Assessor, the 2013 taxes shown below be cancelled due to the property being tax exempt under NJSA 54:4-3.6 for the tax year 2013 and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel the taxes shown below in the total amount of \$5,923.05.

BLOCK	LOT	OWNER	AMOUNT
186	6.42	United States of America / US Army	\$1,887.71

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-16-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 16 DAY OF September 2013  
Kathy L. Schemelz  
MUNICIPAL CLERK, R.M.C.

R# 236-13

**RESOLUTION TO REFUND  
OVERPAYMENT OF TAXES  
FOR 2013**

WHEREAS due to a reduction in assessment certain properties have been overbilled for the 2013 tax year and,

WHEREAS the property taxes on certain properties are overpaid and,

BE IT RESOLVED, by the City Council of Long Branch that upon the recommendation of the Tax Collector, the taxes shown below be refunded to the taxpayer shown below due to an overpayment of 2013 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to refund the overpayment and charge 2013 taxes in the total amount of \$1,076.42.

BLOCK	LOT	HOMEOWNER	AMOUNT
368	6	James Jensen 28 River Lane Long Branch, NJ 07740	\$419.76
322	3.15	New Jersey Housing & Mortgage Fin. 637 South Clinton Avenue Trenton, NJ 08650	\$656.66

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-10-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY, THIS 10th DAY OF SEPTEMBER, 2013  
Kathy L. Schmelz  
MUNICIPAL CLERK, R.M.C.

RESOLUTION 237-13

**RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH TDB ASSOCIATES, INC.**

**WHEREAS**, TDB Associates, Inc. ("TDB") owns properties located within the Beachfront North Sector of the Oceanfront Redevelopment Area, located at 48 Marine Terrace and 144 Ocean Avenue North and designated on the City of Long Branch Tax Map as Block 301, Lots 4 and 7 (the "Property"); and

**WHEREAS**, Redeveloper has proposed a plan for the redevelopment of the Property consisting of eleven (11) townhouses (the "Project"); and

**WHEREAS**, the Property is subject to the requirements of the Redevelopment Plan and the Design Guidelines, which provides a common framework of site utilization and organization that meet with the City's objectives for the Redevelopment Area; and

**WHEREAS**, the Design Guidelines Handbook 4 outlines the development rules for the Beachfront North Sector; and

**WHEREAS**, It has been determined by the City Redevelopment Agency, as well as the Long Branch Zoning Board of Adjustment, on August 12, 2013, by decision on an interpretation application concerning the Property, that residential development of the Property is permitted pursuant to City Ordinance §345-6(C), due to the fact that Lot 4, which is in the Planned and Infill Residential portion of the Beachfront North Sector, has street access while Lot 7, which is located in the Beachfront Recreation portion of the Beachfront North Sector, does not have vehicular street access due to the closure of Ocean Avenue subsequent to the adoption of the Redevelopment Plan and Design Guidelines; and

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

**WHEREAS**, TDB provided project drawings, architectural renderings, and a site plan to the Mayor and Council and, on September 10, 2013, appeared before the Mayor and Council of the City and the public and presented the Project it proposed for the development of the Property; and

**WHEREAS**, the Project has been reviewed by the City Redevelopment Agency consultants and staff, whom have determined the Proposed Project to be consistent with the Redevelopment Plan and Design Guidelines for Beachfront North, per the determination of the Redevelopment Agency and Zoning Board as to the permissibility of residential development of the Property, and subject to review and approval of the Long Branch Planning Board and further review and approval of design details by the Council and modifications, if any, required by the Planning Board; and

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

**WHEREAS**, the City finds the Project as set forth and further defined in the project drawings, architectural renderings, and site plan, annexed as Exhibit A to the form of Redevelopment Agreement attached hereto as **Exhibit A**, consistent with the Redevelopment Plan and Design Guidelines, per the determination of the Redevelopment Agency and Zoning Board as to the permissibility of residential development of the Property, and subject to review and approval of the Long Branch Planning Board and further review and approval of design details by the Council and modifications, if any, required by the Planning Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and hereby is authorized to execute the Redevelopment Agreement, attached hereto as Exhibit A and made a part hereof.

MOVED: *Sirianne*  
SECONDED: *Billings*

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES: *5*

NAYES: *0*

ABSENT: *0*

ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-10-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 11<sup>th</sup> DAY OF October 2013  
*Kathy L. Schmeltz*  
MUNICIPAL CLERK, T.A.S.

## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** (“**Agreement**”) is entered into this \_\_\_\_\_ day of September, 2013 by and between **THE CITY OF LONG BRANCH** (hereinafter referred to as the “**City**”), a municipal corporation and body politic of the State of New Jersey, having its offices at 344 Broadway, Long Branch, New Jersey 07740, and **TDB ASSOCIATES, INC.**, a New Jersey partnership established and operated within the State of New Jersey with its principal place of business located at 318 Bloomfield Avenue, Bloomfield, New Jersey 07003, (hereinafter referred to as “**Redeveloper**”) (referred to collectively as the “**Parties**”).

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

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

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

**WHEREAS**, Redeveloper has proposed a plan for the redevelopment of a portion of the Redevelopment Area known as Block 301, Lots 4 and 7, located at 48 Marine Terrace and 144 Ocean Avenue North (the “**Property**”); and

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

**WHEREAS**, pursuant to the Redevelopment Plan, the Property is located in the Beachfront North Sector of the Redevelopment Area; and

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

**WHEREAS**, the Design Guidelines Handbook 4 outlines the development rules for the Beachfront North Sector (the “**Design Guidelines**”); and

**WHEREAS**, It has been determined by the City Redevelopment Agency, as well as the Long Branch Zoning Board of Adjustment, on August 12, 2013, by decision on an interpretation application filed by the Promenade Beach Club concerning the Property, that residential development of the Property is permitted pursuant to City Ordinance §345-6(C), due to the fact that Lot 4, which is in the Planned and Infill Residential portion of the Beachfront North Sector, has street access while Lot 7, which is located in the Beachfront Recreation portion of the

Beachfront North Sector, does not have vehicular access due to the closure of Ocean Avenue subsequent to the adoption of the Redevelopment Plan and Design Guidelines; and

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

**WHEREAS**, on September 10, 2013, Redeveloper appeared before the Mayor and Council of the City and the public and presented a proposal for the development of the Property and its credentials to demonstrate its ability to perform as a redeveloper for the Property as defined in this Agreement; and

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

**WHEREAS**, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective obligations of the Parties with regard to proceeding with the redevelopment of the Property, the subject of which is further defined in the Project drawings, architectural renderings, and draft Site Plan, attached hereto as **Exhibit A** (the "Project").

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

#### **ARTICLE 1 - DEFINITIONS**

##### 1.1 Defined Terms.

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

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

**"Certificate of Completion"** A written certificate issued by the City in accordance with Section 4.2 of this Agreement, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to a certain unit or aspect of the Project, if applicable, whose issuance shall serve to release the relevant unit or aspect of the Project and Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

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

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

**“Effective Date”** means the date upon which this Agreement is executed by the Redeveloper and immediately thereafter by the City.

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

**“Impositions”** means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property or on any of the Improvements constructed thereon.

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

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

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

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

## ARTICLE 2 – DESCRIPTION OF PROJECT

2.1 Purpose; Designation as Redeveloper. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the City and Redeveloper in connection with the development of the Property by Redeveloper. The City hereby affirms and agrees that Redeveloper is designated and appointed as the exclusive redeveloper of the Property. In connection with such designation and appointment, Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Property as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Property will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan. Further, the City agrees that, absent a Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper or developer for the Property or any portion thereof.

2.2 The Project. Except as may be extended under the New Jersey Permit Extension Act, P.L. 2008, c.78, as amended by P.L. 2012, c.48 (“Permit Extension Act”), the Project will be developed in accordance with the Project Schedule attached hereto as Exhibit B. Redeveloper shall have the right to accelerate the time frames set forth in the Project Schedule at Redeveloper’s option, should field conditions and market conditions provide Redeveloper the opportunity to do so.

2.3 Project Development. The Project shall be designed and developed in accordance with the Redevelopment Plan, Design Guidelines and Exhibit A hereto. The City agrees that the Project as set forth on Exhibit A complies with the Redevelopment Plan and Design Guidelines, pursuant to City Ordinance §345-6(C), by which residential development of the Property is permitted. Any modifications that would trigger a “d” variance pursuant to N.J.S.A. 40:55D-70(d) shall require the Redeveloper to seek an amendment to the Redevelopment Plan. Any modifications from the Redevelopment Plan that would be deemed a “design waiver” shall be submitted to the Planning Board for consideration as part of the site plan application by Redeveloper, subject to prior review and approval of the City.

2.4 Amendment of Development and Design Concepts. Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Parties, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts physically or economically impractical. Such modifications shall be subject to the review and approval of the City. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the City for consistency with the Redevelopment Plan and Design Guidelines and approved by the City prior to filing for same before the Planning Board.

It is acknowledged by the Parties that certain specific elements of the Project as shall be approved by the City and its consultants, including but not limited to exterior building materials,

quality of exterior finishes and designs, exterior architectural elements, and landscaping features, are material consideration for the City's approval of the Project and Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific exterior elements and/or materials as have been approved. Redeveloper shall not deviate from such specific exterior elements or substitute any such specific materials without the City's express written approval. To the extent that any such details have not been provided by the Effective Date, Redeveloper may proceed to obtain site plan approval from the Planning Board, which approval shall be subject to the City's final approval of such design elements.

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

2.6 Qualified Entities.

(a) The Project will, at Redeveloper's option, be developed, in whole or in part, by (i) Redeveloper, (ii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper is the sole beneficial owner, or (iii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper are collectively the sole beneficial owners, subject to the review of the City.

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

- (i) It has the financial capacity to undertake the development, construction and operation of the Property in question, including, without limitation, the capacity to obtain financing, to provide appropriate security (such as performance and completion bonds) and to otherwise satisfy its obligations with respect to the development of the Property;
- (ii) It is able to comply with and conform to all of the provisions of this Agreement as they relate to the development of the Property in the Redevelopment Area and expressly assumes all such obligations;
- (iii) No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such entity, or any partnership in which such entity was or is a general partner or any entity in which such entity was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten (10%) percent (and, in the case of an involuntary proceeding, such proceeding has

not been terminated within sixty (60) days of its commencement) within the ten (10) full calendar years preceding the date of submission of such entity's application for consideration as a Qualified Entity;

- (iv) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such entity, is not a target of a criminal investigation;
- (v) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the City or Redeveloper which has been terminated due to a default by such individual, partnership or entity or which is currently the subject of a dispute in which the City or Redeveloper alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the City or Redeveloper;
- (vi) Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision; and
- (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.
- (viii) It shall comply with any other conditions that the City may find reasonably necessary in order to achieve and safeguard the purposes of the Redevelopment Plan.

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

(d) Qualified Entity Approval Process. Redeveloper shall provide written notice to the City of any entity which Redeveloper desires be approved by the City as a Qualified Entity. Within thirty (30) calendar days after the date of such notice from Redeveloper, the City shall provide written notice to Redeveloper either 1) requesting additional information concerning the proposed entity, 2) approving such entity as a Qualified Entity, or 3) refusing to approve of such entity as a Qualified Entity, setting forth the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above. Approval by the City of an entity as a Qualified Entity shall authorize such entity to be considered a Redeveloper or hold a beneficial interest in Redeveloper. In the event of a denial by the City of an entity as a Qualified Entity as provided above, or in the event the City requests additional information, Redeveloper may resubmit its request to the City that the subject entity be approved as a Qualified Entity, and Redeveloper shall in such resubmitted request set forth additional information and/or such reasons that demonstrate why Redeveloper believes the subject entity to be a Qualified Entity. Within fifteen (15) calendar days after the date of such further request from Redeveloper, the City shall provide written notice to Redeveloper stating whether the City approves of such entity as a Qualified Entity and, if the City does not approve of such entity as a Qualified Entity, the basis for such denial, with reference to the conditions set forth in Section (b)(i) through (viii) above. The fees required under Section 4.4 shall not again be required for the subsequent approval of a Qualified Entity.

### **ARTICLE 3 PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATIONS FOR REDEVELOPMENT OF PROJECT**

3.1 Procedures; General. The process shall consist of an application to the City Planning Board for review and approval of a site plan for the Project to be developed pursuant to this Agreement. The development process shall be in accordance with the LRHL and the New Jersey Municipal Land Use Law (“MLUL”). Nothing herein is intended to restrict the exercise of the Planning Board’s governmental authority with respect to applications for site plan approval under duly adopted rules and regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to the MLUL. This procedure shall be used for all development applications by Redeveloper.

#### 3.2 Application for Project.

(a) Application. Redeveloper has submitted to both the City and the Planning Board an application for approval of a proposed development pursuant to this Agreement (the “**Application**”), which Application has been deemed complete.

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

- (i) Plans depicting existing rights-of-way and easements in the portions of the Redevelopment Area that are the subject of the Application.

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

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

3.4. CAFRA. The requirements of the Coastal Area Facilities Review Act (CAFRA) shall be addressed through compliance with the Redevelopment Area Permit, as set forth in N.J.A.C. 7:7-7.4 (30 N.J.R. 645 (1998)).

## 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 ninety (90) consecutive days for reasons other than an Uncontrollable Circumstance, and the suspension or abandonment is not cured, remedied or explained in writing within fifteen (15) calendar days after written demand by the City to do so, then such shall constitute an Event of Default by Redeveloper under this Agreement and the City shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the City at law or in equity.

### 4.2. Certificates of Occupancy and Certificate of Completion.

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

(b) Upon completion of the overall Project, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Law(s), the City shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Law(s), the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion (a) the agreements restrictions and covenants set forth in Section 6 hereof shall cease and terminate, except for those covenants and restrictions set forth in Section 6 hereof which shall survive in accordance with the terms of Section 6, (b) the conditions determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and (c) the land and Improvements constituting the Project and the Property shall no longer be subject to eminent domain based upon such conditions. If the City shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request by Redeveloper, the City shall provide to Redeveloper a written statement setting forth in detail the respects in which it believes that Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in

order for Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Monmouth County Clerk's office.

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

#### 4.3 Design Elements.

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

(b) Streetscape improvements: All costs for streetscape improvements are the responsibility of Redeveloper. This includes landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements.

#### 4.4 Contribution To Costs And Financial Obligations

(a) Administrative Costs. The Parties acknowledge that there have been and will be various administrative costs associated with the redevelopment of the Redevelopment Area and the Project, including, but not limited to, professional costs, personnel time and expenses related to negotiations, development of the Property, meetings between the Redevelopment principals and City officials, public meetings, telephone conferences, staff scheduling of meetings, staff and secretarial work in preparation for said meetings and/or negotiations, and the like. Redeveloper shall reimburse the City for such Administrative Costs through an "**Administrative Fee**" as established by City Ordinance in the amount of twenty-five thousand dollars (\$25,000.00), which shall be paid upon execution of this Agreement.

#### (b) Escrow Fees.

(i) City Costs. City Costs shall include, but not be limited to any fees and costs of any professional consultant, contractor or vendor retained by the City to present or endorse the Project in connection with any Governmental Approvals or completing due diligence with respect to the terms of the Redevelopment Agreement or other ancillary agreements between the Parties and for legal and other fees in completing oversight and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys and financial consultants, among others, and all other out-of-pocket costs and expenses of the City incurred in its assistance in implementation of the Project or in connection with the defense of any approvals of the Project, pursuant to the LRHL, N.J.S.A. 40A:12A-8(e) and (f). Redeveloper shall establish an escrow

account with the City in the amount of five thousand dollars (\$5,000.00) for the funding of City Costs incurred by the City in connection with the Project.

Should the above amount be insufficient to cover City Costs, within fifteen (15) days of the receipt by Redeveloper of written notice from City that the amount in the escrow account has decreased to one thousand and five hundred dollars (\$1,500.00), Redeveloper shall replenish the escrow account with the City to the amount of five thousand dollars (\$5,000.00). If the City Costs incurred by City exceed the amount in the escrow account, Redeveloper will pay such costs upon fifteen (15) days written notice from City that such costs are due.

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

**ARTICLE 5-**  
**[INTENTIONALLY DELETED]**

**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 partnership duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement.

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

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

(d) Litigation. No suit is pending against Redeveloper which could have a material adverse effect upon Redeveloper's performance under this Agreement or the financial

condition or business of Redeveloper. There are no outstanding judgments against Redeveloper that would have a material adverse affect upon Redeveloper or which would materially impair or limit of the ability of Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

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

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

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

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

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

(j) The Design Guidelines require a fifty (50) foot landscape buffer on non-residential tracts between residential and non-residential uses. At the time that the Promenade Beach Club was constructed immediately to the south of the Property, prior to the closure of Ocean Avenue, it was anticipated that the Lot 7 portion of the Property fronting on Ocean Avenue would be developed for non-residential use and, therefore, no landscape buffer would be required on the Promenade Beach Club property. The development of the Property could be deemed to technically require a landscape buffer on the Promenade Beach Club property. Redeveloper acknowledges that the Promenade Beach Club shall not be required to construct a 50 foot landscape buffer between the properties and hereby waives and relinquishes any potential future claim the Promenade Beach Club shall be required to construct any such landscape buffer.

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

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

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

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

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

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

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

### 6.3 Redeveloper Declaration of Covenants.

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

(b) Description of Covenants and Restrictions.

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

- (i) Devote the Property to the uses specified in the Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Property to any other uses;
- (ii) Pursuant to the applicable law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof;
- (iii) In the sale, lease or occupancy of the Property or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;
- (iv) Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the City, except for Permitted Transfers as specifically provided in this Agreement.

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

Subject to the provisions of Article 6 hereof it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Article 6 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof, with the exception of end user purchasers of residential units. It is further intended and agreed that the Covenants and Restrictions set forth in Article 6 hereof shall remain in effect until the issuance by the City of a Certificate of Completion, as provided in Section 4.2, hereof,

(at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate), except, however, that the Covenants and Restrictions provided in Sections 6(b) (ii) and (iii), hereof shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on the Redeveloper itself, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Property, and the Improvements constructed thereon or any part thereof.

(d) Enforcement by City.

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

**ARTICLE 7 – DEFAULT**

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

(a) Redeveloper is in default in the payment of any sum payable to the City hereunder, as the same shall become due and payable, and such default shall have continued for a period of forty-five (45) days after receipt of written notice specifying such default, and demanding that same be remedied;

(b) Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement and failure shall have continued for a period of thirty (30) days after receipt of written notice specifying such default (or such longer or shorter time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion;

(c) Redeveloper shall fail to construct the Project pursuant to the Project Schedule in Exhibit B, subject to the occurrence of an Uncontrollable Circumstance and the provisions of this Agreement, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of ninety (90) days, unless such suspension arises out of

an Uncontrollable Circumstance as set forth in this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the City to do so, or such longer period if incapable of cure within such thirty (30) day period and City agrees to extend such time to cure, provided that Redeveloper has commenced and is diligently prosecuting such cure; or

(d) Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within thirty (30) days after written demand by the City to do so, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; or

(e) There is, in violation of this Agreement, any transfer of the fee title to the Property or a portion thereof, except for Permitted Transfers as provided in Section 13.2, and such violation shall not be cured within thirty (30) days after written demand served upon the Redeveloper by the City; or

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

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

7.3 City's Remedies. If Redeveloper shall fail to timely cure any Event of Default by Redeveloper as set forth in Section 7.1, the City shall be entitled, in its sole and absolute discretion, to terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default, and call any performance or maintenance bond posted as part of site plan approval, in accordance with the terms of this

Agreement and Applicable Law, or as otherwise available as a matter of law. Further, the City shall have the right to:

(a) de-designate Redeveloper to the extent the Project has not been started by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed, it being understood and agreed that if Redeveloper shall fail to cure any such default in accordance with Section 7.2 before substantial Completion the Project, the City may de-designate Redeveloper for that portion of the Project that is not started by Redeveloper or, in the event of a default under Section 7.1(c), any portion of the Project that is not Completed at that time and for which no Certificate of Occupancy or Certificate of Completion was issued. Such remedy shall not defeat, render invalid or limit in any way the lien or rights or interests of holders of institutional financing as authorized and pursuant to Article 12; and

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

7.4. Redeveloper's Remedies. If the City shall fail to timely cure any Event of Default by City as set forth in Section 7.1, Redeveloper shall be entitled, in its sole and absolute discretion, to terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default.

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

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

7.7. Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the

performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

#### ARTICLE 8 – INSURANCE

8.1 Upon commencement of construction and during the remaining term of this Agreement, Redeveloper shall provide and maintain the following insurance in connection with the work to be performed under this Agreement until such work has been Completed, name the City as an additional insured under such policies (other than the Compensation Insurance), and furnish the City with a copy of certificates of insurance evidencing that Redeveloper has obtained such insurance:

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

(b) Excess Liability Insurance - in the amount of five million dollars (\$5,000,000.00) is to be provided in addition to the above requirements.

(c) Worker’s Compensation Insurance - coverage as required by state law for all employees who will be engaged in the work associated with this Agreement. Redeveloper shall require all subcontractors to provide similar worker’s compensation insurance for all of their employees, unless those employees are covered under Redeveloper’s insurance.

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

#### ARTICLE 9 – INDEMNITY

9.1 Obligation to Indemnify. Redeveloper agrees to indemnify and hold the City and its officials, agents, servants, employees and consultants (collectively, the “**Indemnified Parties,**”) harmless from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys’ fees and expenses and experts’ fees and expenses) (collectively, “**Claims**”) which the Indemnified Parties may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the implementation, construction or maintenance of the Project, or any activities of or on behalf of Redeveloper within the Property, except that to the extent that any such claim or suit arises from the intentional or willful wrongful acts or omissions of the Indemnified Parties. The City shall provide notice to Redeveloper of the subject Claims as

soon as reasonably possible after their occurrence but in any case within ten (10) days of the City receiving actual or constructive notice of the subject Claims, provided, however, that in the event such notice is not timely received, Redeveloper shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice.

#### **ARTICLE 10 - UNCONTROLLABLE CIRCUMSTANCES**

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

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

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

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

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

(e) Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party’s ability to perform its obligations under this Agreement.

(f) The unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain

transportation services for transporting fill or materials to the Property or the Project area as a result of a public or private labor dispute.

10.2 Notice of Uncontrollable Circumstance. If an Uncontrollable Circumstance has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such Uncontrollable Circumstance shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within five (5) days following such party's knowledge of the occurrence of such Uncontrollable Circumstance.

10.3 Effect on Obligations.

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

(b) The performance, non-performance or delay in performance by the Parties or either of them of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is/are the result of an Uncontrollable Circumstance, provided, however, that the Uncontrollable Circumstance (a) was not invoked in bad faith or intentionally by a Party (b) was not the result of any unlawful action or non-action of the Affected Party as justification for the performance, failure of performance or delay in performance of the subject obligation, requirement, commitment or responsibility, and (c) the Affected Party takes all reasonable efforts within its power to timely mitigate the Uncontrollable Circumstance.

(c) Each party shall diligently and in good faith seek to mitigate the effect of such Uncontrollable Circumstance and to perform its obligations to the extent practicable notwithstanding the occurrence of an Uncontrollable Circumstance and to overcome such Uncontrollable Circumstance as soon as is possible or practicable.

(d) Reinstatement of Performance Obligations. The performance by the Parties of any obligation under this Agreement excused as aforesaid shall be recommenced as promptly as is legally and reasonably practicable after the occurrence of an Uncontrollable Circumstance and, in the case of the party not seeking to delay its performance based upon such Uncontrollable Circumstance, after receipt by such party from the Affected Party of written notice that the Uncontrollable Circumstance is no longer occurring and that such party can resume performance of its obligations under this Agreement.

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



“term sheet” for construction financing required for the Project and a representation regarding any equity capital necessary for the Commencement of Construction of the Project.

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

(a) This Agreement as a financial arrangement made by a governmental body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the project, as though such default or foreclosure had not occurred, subject to the provision of N.J.S.A. 55:17.

(b) The City agrees to execute subordination and attornment documents that may reasonably be required by an institutional lender and further to make any technical, non-substantive, modifications to this Agreement that may be required by an institutional lender.

12.3 Rights of Mortgagees. Notwithstanding any other provision of this Agreement, the holder of any mortgage (including any such holder who obtains title to the Property or any part thereof), or any other party who thereafter obtains title to the Property or such part from or through such holder or any purchaser at foreclosure sale or through other court proceedings or action in lieu thereof shall in no way be obligated by the provisions of this Agreement to construct or complete the Project except to secure and make the Project site and Property safe, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement or any deeds conveying the Property to Redeveloper be construed to so obligate such holder, provided that nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the City.

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

12.5 Mortgagee’s Right to Cure Default and Assume Redeveloper’s Obligations. After any breach or Default referred to in Section 7, each holder shall have the right, at its option, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If

the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the City's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.2 hereof, and such Certificate shall mean and provide that any remedies or rights that City shall have or to be entitled to due to the failure of Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any Default with regard to construction of the Project or applicable part thereof, or due to any other Default in or breach of this Agreement by Redeveloper or such successor, shall not apply to the part or unit of the Property to which such Certificate relates.

### **ARTICLE 13- RESTRICTIONS ON TRANSFERS**

13.1 Restrictions on Transfer. Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), except as otherwise permitted by this Agreement, including any conveyance to a Qualified Entity pursuant to Section 2.6, Redeveloper shall be without power to sell, lease or otherwise transfer the Project or any such part, without the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, except that Redeveloper may sell or lease individual condominium units to third parties. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation by Redeveloper of all or substantially all of its assets "in bulk" (but not to sales in the ordinary course of business) or all or substantially all of its stock, or the sale or transfer of more than fifty (50%) percent of the stock of Redeveloper if Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of more than fifty (50%) percent of the beneficial ownership interest in Redeveloper if Redeveloper is a partnership, except in the event of the death of a partner or member. Any of the foregoing cases whether or not accomplished by one or more related or unrelated transactions, constitute a prohibited assignment. The foregoing shall not apply, however, to a change of form of the Redeveloper entity, provided that there is no change in the beneficial ownership of Redeveloper which is prohibited by the third sentence of this Section. The restrictions in this Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply to any individual unit for which a Certificate of Occupancy or Certificate of Completion has been issued.

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

- (a) A conveyance of driveways, roads, infrastructure, open space and other common property to a property owners' association or similar entity.
- (b) Deeds to purchasers of individual condominium or townhouse units.
- (c) Utility and other necessary easements.

(d) A mortgage or mortgages or leases or leasehold or other financing and other liens and encumbrances solely for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project.

(e) A conveyance of the Property or any portion thereof to the holder of any mortgage authorized under this Agreement, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise.

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

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

#### **ARTICLE 14 - MISCELLANEOUS**

14.1 Term. This Agreement shall terminate upon the earlier of the Completion of the Project or five (5) years from its Effective Date, ("**Termination Date**"), subject to tolling by any applicable extension periods permitted under the Permit Extension Act.

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

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

14.4 Consents. Unless otherwise specifically provided herein, no consent or approval by the City or Redeveloper permitted or required under the terms of this Agreement shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given.

14.5 Captions. The captions of the Sections and Subsections, Schedule of Exhibits and Index of Definitions of this Agreement are for convenient reference only and shall not be

deemed to limit, construe, affect, modify or alter the meaning of the articles, sections, exhibits, definitions, or other provisions hereof.

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

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

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

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

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

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

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

14.13 Counting of Days; Saturday, Sunday or Holiday. The word “**days**” as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day. The term “**Business Day**” as used herein

means any day other than a Saturday, a Sunday, or a day on which banks generally and public offices are not open under the laws of the State of New Jersey.

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

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

**[SIGNATURES ON NEXT PAGE]**

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

**TDB ASSOCIATES, INC.**

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Dominick Tozzo, Managing Partner

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Kathy Schmelz, Municipal Clerk

By:

\_\_\_\_\_  
Hon. Adam Schneider, Mayor

**Exhibit List**

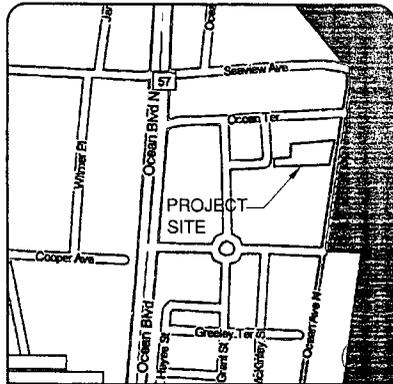
- Exhibit A: Draft Site Plan, Project Drawings and Architectural Renderings**
- Exhibit B: Project Schedule**

**EXHIBIT B**  
**PROJECT SCHEDULE**

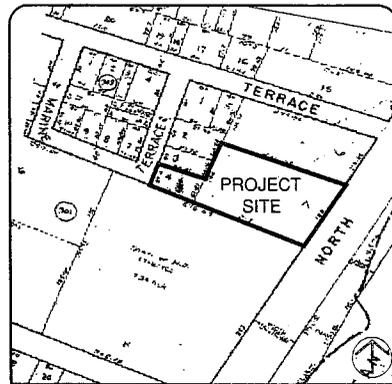
The Project implementation tasks and completion dates set forth below shall be adhered to by Redeveloper in accordance with the terms and condition of this Redevelopment Agreement.

**Milestone**

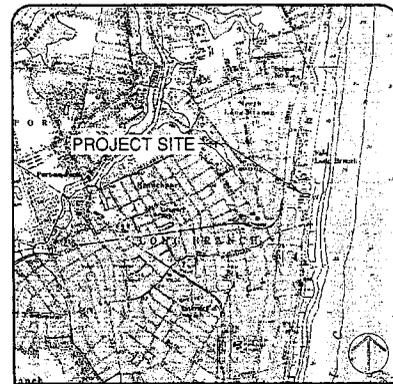
<b>Site Plan Approval</b>	<b>September 2013</b>
<b>Obtain all other Governmental Approvals And Zoning and Construction Permits</b>	<b>Within nine (9) months of Site Plan Approval</b>
<b>Commence Construction</b>	<b>Within six months of Permits being issued</b>
<b>Project Completion</b>	<b>Within twelve (12) months of Commencement of Construction</b>



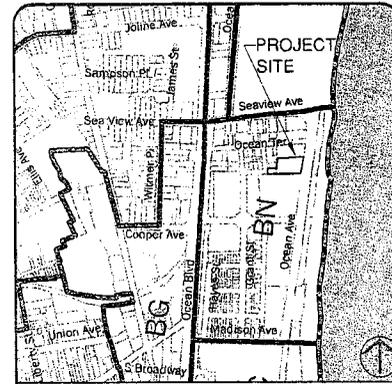
GENERAL LOCATION  
(MAPQUEST MAP) 1" = 300'



CITY OF LONG BRANCH TAX MAP  
(SHEET #29) 1" = 100'



U.S.G.S. MAP  
(LONG BRANCH QUADRANGLE) 1" = 2000'



LONG BRANCH ZONING MAP  
(BN - BEACHFRONT NORTH DISTRICT) 1" = 500'

Engineering  
Design  
Associates, P.A.  
**EDA**  
1000 ROUTE 1  
SUITE 200  
LONG BRANCH, NJ 08051  
(732) 439-1000  
www.eda-na.com

**COVER SHEET**  
BLOCK 301, LOTS 4 & 7  
CITY OF LONG BRANCH  
MONMOUTH COUNTY, NEW JERSEY

**VINCENT C. ORLANDO**  
PROFESSIONAL ENGINEER  
N.J.P.E. LIC. #32498

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Rev per Long Branch DRC	6/29/13	MJM
Rev per New Desk Design	4/10/13	MJM
REVISION	DATE	BY



DATE: 7/2/12	DRAWN BY: M.J.M.
SCALE: AS NOTED	CHECKED BY: V.C.O.
PROJECT #: 6325	SHEET: 1 OF 7

TO BE SUBMITTED UNDER  
SEPARATE COVER

PROPERTY OWNERS LIST WITHIN 200'

- General Notes**
1. Owner/Applicant:  
Dominic Tozzo  
318 Bloomfield Ave.  
Bloomfield, New Jersey 07003  
(973) 743-7071
  2. The project site is known as Block 301, Lots 4 & 7 as shown on the City of Long Branch Tax Map, Plate #29. It is 0.86 acres.
  3. The property is located in the Beachfront North Zoning District. It is currently vacant.
  4. It is the intent of the applicant to construct eleven (11) 3-bedroom townhouse units. Each unit will have a 2-car garage. Four (4) additional parking stalls will be provided on-site. A driveway will connect the units to Marine Terrace.
  5. The units will connect to existing sewer and water services in Marine Terrace. Stormwater generated by the development will be captured and stored on-site for infiltration.
  6. Any concrete curb or sidewalk and/or asphalt pavement disturbed within the right-of-way shall be repaired in kind.
  7. All traffic signs, utility poles, mailboxes, and/or traffic safety devices moved during construction shall be reinstalled in their proper location.
  8. Any contractor shall call NJ One Call (800) 272-1000 prior to excavation.
  9. The plans require approval from the following agencies:  
City of Long Branch Zoning Board  
Monmouth County Planning Board  
Freedhold Soil Conservation District

GENERAL NOTES

**Survey Information**

Outbound information taken was taken from plan entitled "Plan of Survey Made For David Balfanzcourt, Tax Block 301, Lots 4 & 7, City of Long Branch, Monmouth County, New Jersey", prepared by Robert Ragan, NJPLS, 1913 Cottage Place, Wall Twp., NJ. The survey is dated April 7, 2011.

**SURVEY INFORMATION**

This set of plans has been prepared for purposes of municipal and agency review and approval. This set of plans shall not be utilized as construction documents until all conditions of approval have been satisfied on the drawings and each drawing has been revised to indicate "Issued for Construction".

Contractor shall check and verify all existing utilities, grades, site dimensions and existing conditions before proceeding with construction. Any discrepancies or unusual conditions are to be reported to design engineer/project staff immediately for adjustments or directions.

All construction to be performed in accordance with NJDOT Standard Specifications and supplementary specifications for this project.

These drawings do not include the necessary components for construction safety; however, all construction must be done in compliance with the Occupational Safety and Health Act of 1970 and all rules and regulations applicable to this project.

CONTRACTOR NOTES

**Zoning Information**

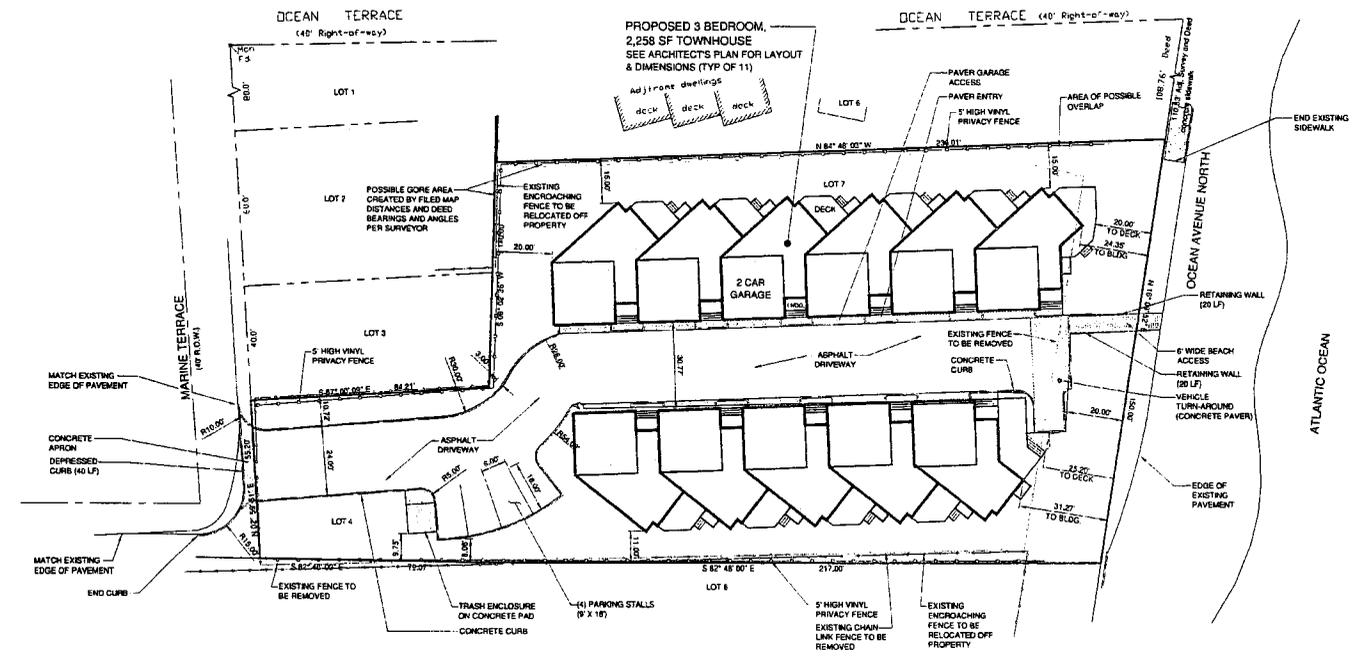
Beachfront North Zoning District

Requirement	Required	Existing	Proposed	Variance
Lot Area	N/A	0.86 Acres	0.86 Acres	No
Density	12 units/ac. min. 15 units/ac. max.	N/A	12.79 units/ac.	No
Building Height	40'	N/A	40'	No
Side Yard Setback	N/A	N/A	15', 10.86'	No
Building Coverage	55%	0%	36.8%	No
Floor Area per Unit	800 SF	N/A	2,256 SF	No
Min. Pervious Area	15%	100%	37.6%	No
Parking	2 spaces/unit	N/A	2.36 spaces/unit	No
Front Yard Setback	10' to Marine Pl.	N/A	20'	No
	20' to Ocean Ave	N/A	20'	No
Side Yard Setback	Less than 20% of 55' Frontage	N/A	15', 11'	No

ZONING INFORMATION

**MAJOR SITE PLAN**  
BLOCK 301, LOTS 4 & 7  
CITY OF LONG BRANCH  
MONMOUTH COUNTY, NEW JERSEY

LOT COVERAGE	0.86 AC / 37,461 SF	36.6%
TOTAL LOT AREA	13,813 SF	25.8%
BUILDING AREA	9,036 SF	37.4%
PAVEMENT		
LANDSCAPED AREA	14,810 SF	



**EDA**  
 Engineering  
 Design  
 Associates, P.A.  
 1000 South 10th Street, Suite 200  
 Long Branch, NJ 08051  
 (732) 535-1000  
 www.eda-na.com

**SITE PLAN**  
 BLOCK 301, LOTS 4 & 7  
 CITY OF LONG BRANCH  
 MONMOUTH COUNTY, NEW JERSEY

**VINCENT C. ORLANDO**  
 PROFESSIONAL ENGINEER  
 N.J.P.E. LIC. #24248

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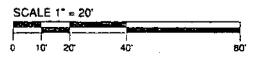
Rev per Long Branch DRC	5/29/13	MLH
Rev per New Deck Design	2/19/13	MLH
REVISION:	DATE	BY

**EDA**

DATE: 7/2/12	DRAWN BY: MLH
SCALE: 1" = 20'	CHECKED BY: VCO
PROJECT #: 6325	SHEET: 2 OF 7

# SITE PLAN

**EDA** Engineers - Landscape Architects - Planners



DEPTH	DESCRIPTION
0'-12"	10YR 4/2 Dark Grayish Brown Sandy Loam, Subangular Blocky, Friable
12'-21"	10YR 4/2 Brown Sandy Loam, Subangular Blocky, Friable
21'-32"	10YR 6/6 Brownish Yellow Sandy Clay Loam, Subangular Blocky, Friable
32'-34"	10YR 6/6 Brownish Yellow Sandy Clay Loam, Subangular Blocky, Friable
34'-42"	7.5YR 6/6 Strong Brown Loamy Sand, Subangular Blocky, Friable
42'-46"	7.5YR 6/6 Reddish Yellow Loamy Sand, Subangular Blocky, Friable with mottles of
46'-48"	7.5YR 7/4 Pink Fine, Fine and Firm
48'-49"	7.5YR 6/4 Light Brown Sandy Clay Loam, Subangular Blocky, Friable with mottles of
49'-74"	7.5YR 7/2 Pinkish Gray Common, Medium and District
74'-85"	7.5YR 6/4 Light Brown Loamy Sand, Subangular Blocky, Friable with mottles of
85'-102"	7.5YR 7/2 Pinkish Gray Fine, Fine and Firm
102'-113"	7.5YR 7/1 Light Gray Sandy Clay Loam, Subangular Blocky, Firm
113'-125"	10YR 6/2 Light Brownish Gray Sandy Clay Loam, Moist and Friable
125'-132"	10YR 6/1 Gray Sandy Loam, Subangular Blocky, Moist and Friable

Depth of Seasonal High Water: 42"  
 Depth of Groundwater: 132"  
 Date Performed: 8/21/12  
 Performed by: Christopher J. Carey, LIA

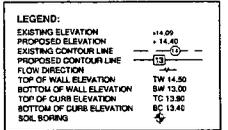
DEPTH	DESCRIPTION
0'-13"	10YR 4/2 Dark Grayish Brown Sandy Loam, Subangular Blocky, Friable
13'-22"	10YR 7/3 Very Pale Brown Sandy Loam, Subangular Blocky, Friable
22'-33"	10YR 7/3 Very Pale Brown Sandy Loam, Subangular Blocky, Friable
33'-40"	10YR 7/1 Light Gray Sandy Clay Loam, Subangular Blocky, Friable
40'-48"	10YR 6/4 Light Yellowish Brown Common, Medium and District
48'-52"	10YR 6/4 Light Yellowish Brown Loamy Sand, Subangular Blocky, Friable with mottles of 10YR 6/1 White Common, Medium and District
52'-58"	10YR 6/1 Light Gray Clay, Massive and Firm
58'-76"	10YR 6/1 Light Brownish Gray Loamy Sand, Moist and Friable
76'-93"	10YR 6/1 Gray Clay, Massive and Firm with mottles of 10YR 6/4 Brownish Yellow Common, Medium and District

Depth of Seasonal High Water: 40"  
 Depth of Groundwater: 38"  
 Date Performed: 8/21/12  
 Performed by: Christopher J. Carey, LIA

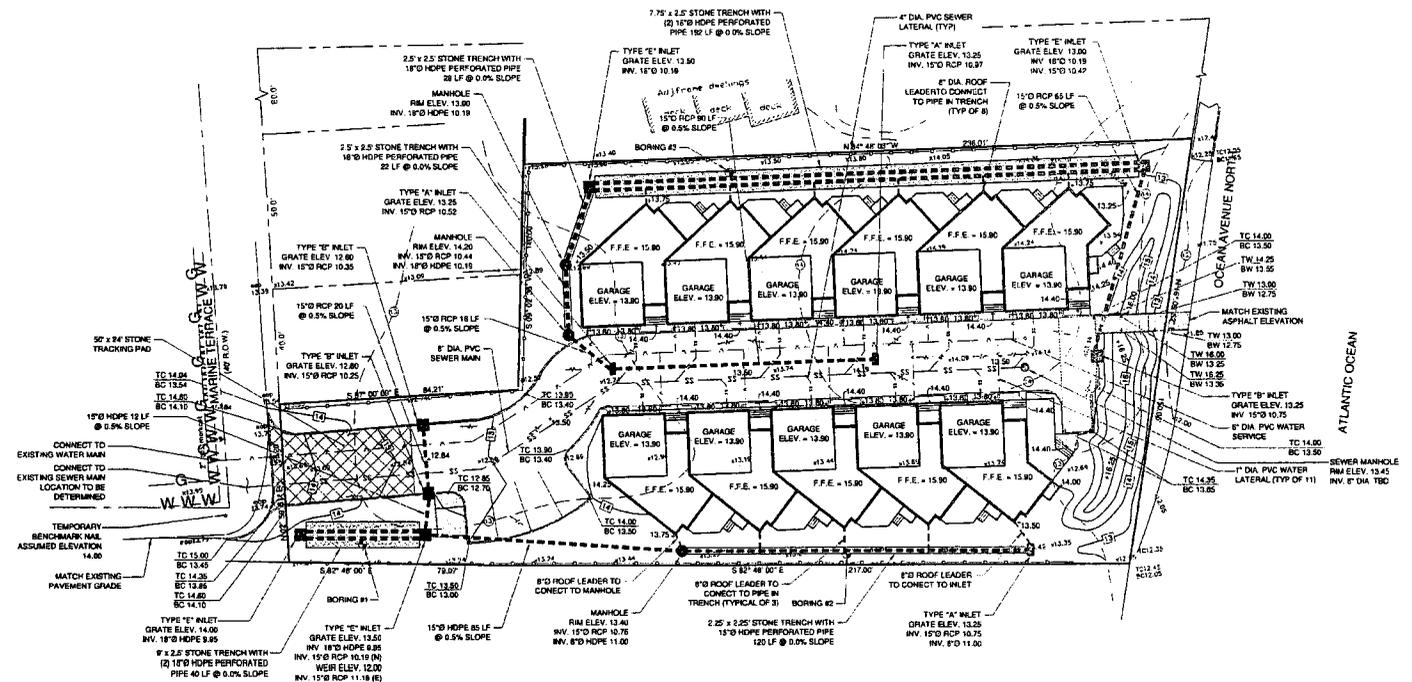
DEPTH	DESCRIPTION
0'-14"	10YR 4/2 Dark Grayish Brown Sandy Loam, Subangular Blocky, Friable
14'-30"	10YR 7/3 Very Pale Brown Sandy Clay Loam, Subangular Blocky, Friable
30'-42"	10YR 7/3 Very Pale Brown Loamy Sand, Subangular Blocky, Friable
42'-52"	7.5YR 5/6 Strong Brown Loamy Sand, Subangular Blocky, Friable with mottles of
52'-62"	10YR 7/2 Light Gray Fine, Fine and Firm
62'-82"	10YR 6/2 Pale Brown Loamy Sand, Subangular Blocky, Friable
82'-88"	10YR 5/1 Gray Clay, Massive and Firm
88'-107"	10YR 6/1 Light Brownish Gray Loamy Sand, Moist and Friable

Depth of Seasonal High Water: 47"  
 Depth of Groundwater: 97"  
 Date Performed: 8/21/12  
 Performed by: Christopher J. Carey, LIA

**NOTE:**  
 CLAY MUST BE REMOVED FROM UNDER PROPOSED TRENCHES TO A MINIMUM DEPTH APPROVED BY ENGINEER. EXCAVATION IS TO BE BACKFILLED WITH #4 MATERIAL.



- NOTES:**
- SILT FENCE IS TO BE INSTALLED AROUND PERIMETER OF PROPERTY.
  - BOTTOM OF WALL ELEVATION IS FINISHED GRADE, REFER TO DETAIL FOR FOOTING DEPTH.



**EDA** Engineering Design Associates, P.A.  
 2000 Valley Forge Road, Suite 200  
 Monmouth Junction, NJ 08852  
 (732) 666-1234  
 (732) 666-1235

**GRADING & DRAINAGE PLAN**  
 BLOCK 301, LOTS 4 & 7  
 CITY OF LONG BRANCH  
 MONMOUTH COUNTY, NEW JERSEY

**VINCENT C. ORLANDO**  
 PROFESSIONAL ENGINEER  
 N.J.P.E. LIC. #32498

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REVISION	DATE	BY
Rev per Long Branch DPC	5/28/13	MJM
Rev per New Deck Design	4/10/13	MJM
Rev Survey & Water	10/11/12	MJM

**EDA**

DATE: 7/2/12	DRAWN BY: MJM
SCALE: 1" = 20'	CHECKED BY: VCO
PROJECT #: 5325	SHEET: 3 OF 7

# GRADING & DRAINAGE PLAN

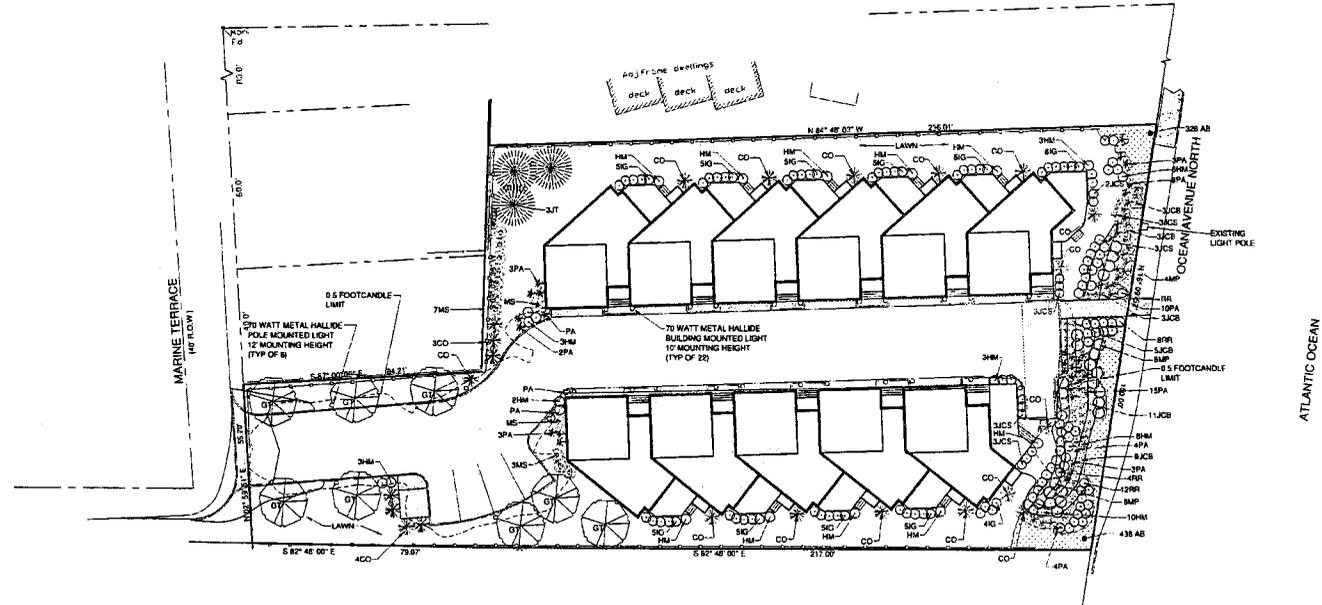
## SOIL EROSION & SEDIMENT CONTROL PLAN



**PLANT SCHEDULE**

Abbr.	Botanical Name	Common Name	Quan.	Size	Comments
AB	<i>Ammophila breviflora</i>	American Beachgrass	766	2"	Plug
CO	<i>Chamaecyparis obtusa</i>	Hinoki Cypress	22	4'-5'	B&B
GT	<i>Gleditsia triacanthos</i>	Honey Locust	8	2.5'-3" cal.	B&B
HM	<i>Hydrangea macrophylla</i>	Endless Summer Hydrangea	50	#3	Can
IG	<i>Ilex glabra</i> 'Compacta'	Compact Inkberry Holly	56	#3	Can
JCB	<i>Juniperus chinensis conferta</i>	Blue Shore Juniper	34	#2	Can
JCS	<i>Juniperus chinensis</i> 'Sea Green'	Sea Green Juniper	17	#3	Can
JT	<i>Pinus thunbergii</i>	Japanese Black Pine	3	5'-6'	B&B
MP	<i>Myrica pennsylvanica</i>	Northern Bayberry	25	#5	Can
MS	<i>Miscanthus sinensis</i> 'Gracillimus'	Maiden Grass	12	#3	Can
PA	<i>Penisetum alopecuroides</i>	Fountain Grass	52	#2	Can
RR	<i>Rosa rugosa</i>	Rugosa Rose	25	#3	Can

Note:  
All lawn and landscaped areas shall be irrigated. Irrigation shall have rain sensor.



# LANDSCAPE & LIGHTING PLAN



**EDA**  
Engineering  
Design  
Associates, P.A.  
LICENSED PROFESSIONAL ENGINEERS  
1000 Cambridge Parkway, Suite 200  
Cambridge, New Jersey 07046  
(908) 461-2200

**LANDSCAPE & LIGHTING PLAN**  
BLOCK 301, LOTS 4 & 7  
CITY OF LONG BRANCH  
MONMOUTH COUNTY, NEW JERSEY

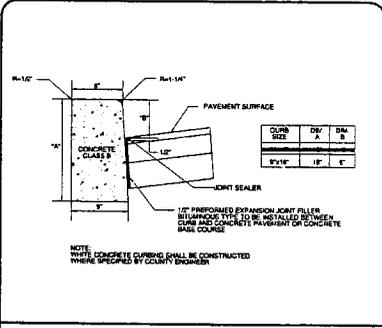
**VINCENT C. ORLANDO**  
PROFESSIONAL ENGINEER  
N.J.P.E. LIC. #32489

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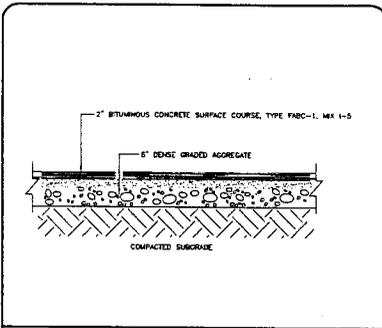
REVISION	DATE	BY
Rev per Long Branch DRC	5/20/13	MJM
Rev per New Deck Design	4/10/13	MJM

**EDA**

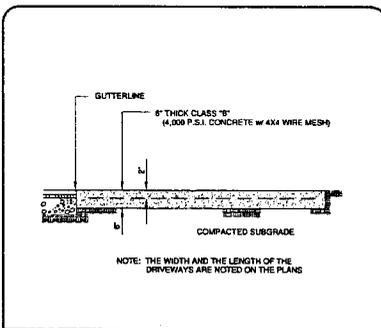
DATE: 7/27/12	DRAWN BY: MJM
SCALE: 1" = 20'	CHECKED BY: VCO
PROJECT #: 8326	SHEET: 4 OF 7



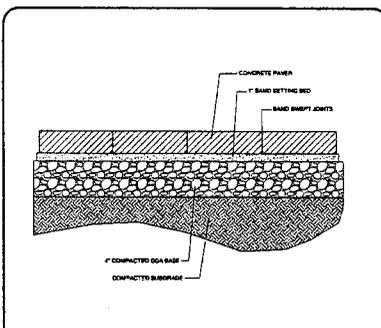
CONCRETE CURB DETAIL



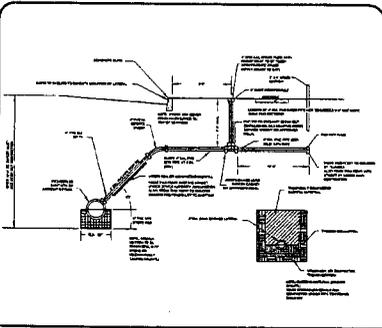
ASPHALT PAVING DETAIL



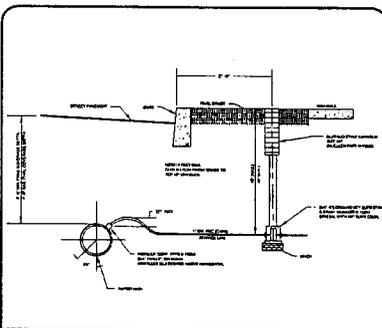
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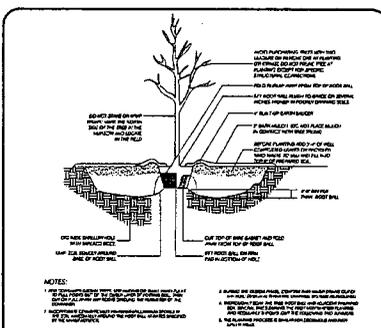
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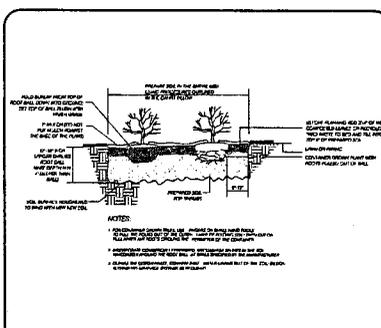
SEWER LATERAL DETAIL



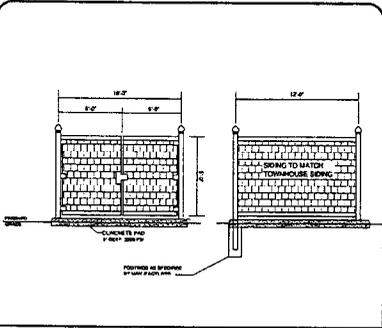
WATER LATERAL DETAIL



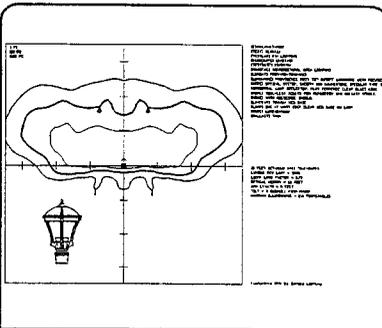
TREE PLANTING DETAIL



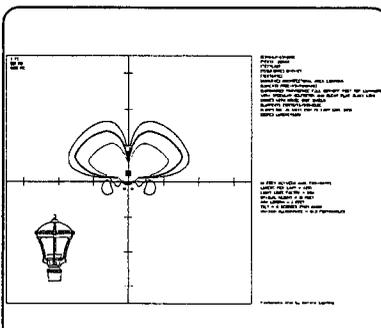
SHRUB PLANTING DETAIL



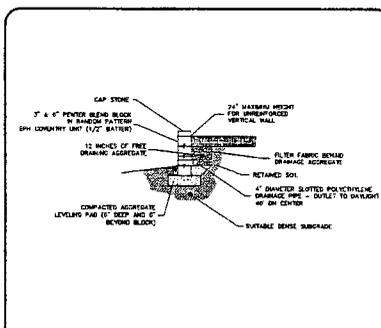
TRASH ENCLOSURE DETAIL



POLE MOUNTED LIGHT DETAIL



BUILDING MOUNTED LIGHT DETAIL



RETAINING WALL DETAIL

**EDA** Engineering Design Associates, P.A.  
 ENGINEERING DETAILS  
 BLOCK 301, LOTS 4 & 7  
 CITY OF LONG BRANCH  
 MONMOUTH COUNTY, NEW JERSEY

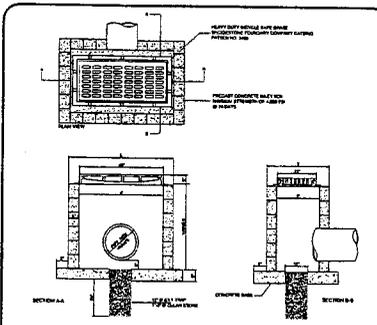
VINCENT C. ORLANDO  
 PROFESSIONAL ENGINEER  
 P.E. LIC. #32498

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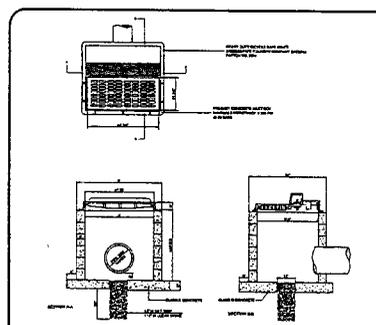
REVISION	DATE	BY

**EDA**

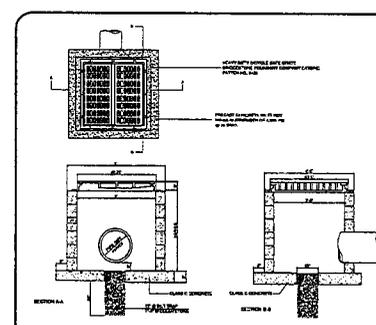
DATE: 7/2/12      DRAWN BY: JAH  
 SCALE: N.T.S.      CHECKED BY: VCO  
 PROJECT #: 6325      SHEET: 6 OF 7



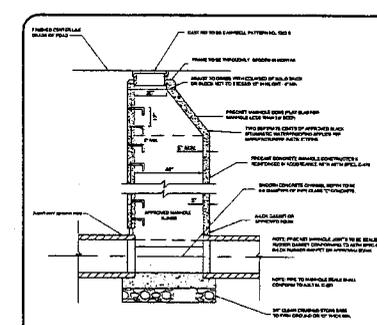
TYPE 'A' INLET DETAIL



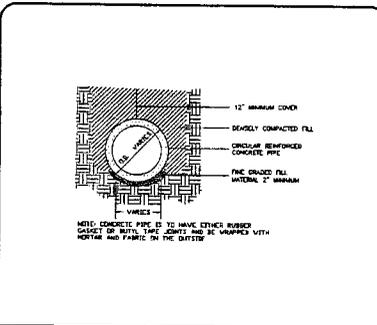
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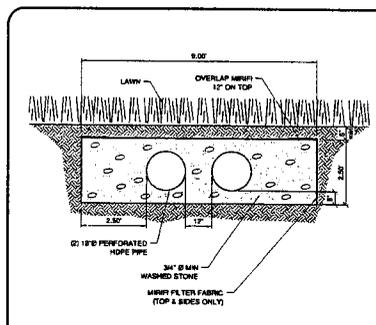
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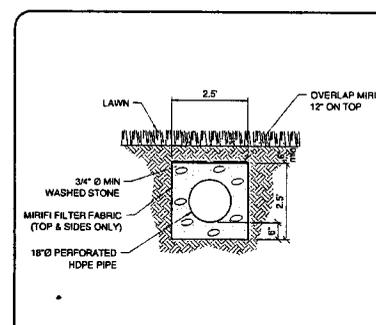
STORMWATER MANHOLE DETAIL



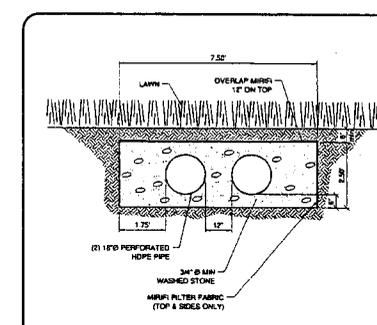
PIPE BEDDING DETAIL



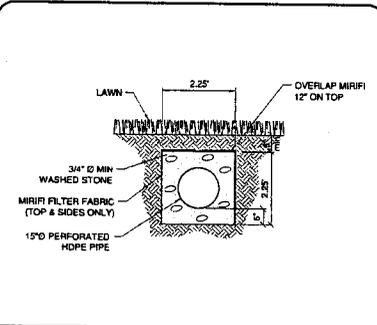
9.0' x 2.5' STONE TRENCH DETAIL



2.5' x 2.5' STONE TRENCH DETAIL



7.0' x 2.5' STONE TRENCH DETAIL



2.25' x 2.25' STONE TRENCH DETAIL

**EDA** Engineering Design Associates, P.A.  
 1000 ROUTE 100, SUITE 200  
 MONMOUTH COUNTY, NEW JERSEY 08852  
 (732) 329-1000  
**ENGINEERING DETAILS**  
 BLOCK 307, LOTS 4 & 7  
 CITY OF LONG BRANCH  
 MONMOUTH COUNTY, NEW JERSEY

**VINCENT C. ORLANDO**  
 PROFESSIONAL ENGINEER  
 P.E. No. 12848  


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REVISION	DATE	BY

**EDA**

DATE: 7/2/12      DRAWN BY: M.H.  
 SCALE: N.T.S.      CHECKED BY: V.C.O.  
 PROJECT #: 6325      SHEET: 6 OF 7





REAR ELEVATION, UNIT 11  
SCALE: 1/8" = 1'-0"

**BLANE STEINMAN**

RESIDENTIAL  COMMERCIAL

**ARCHITECT  
L.L.C.**

2220 ROUTE 9 NORTH  
CLERMONT, NEW JERSEY 08210  
TEL: 609-624-2099 FAX: 609-624-2098



BLANE STEINMAN, P.A.  
NJ A112174  
NCARB CERTIFIED

CONSULTANTS

REVISIONS

REV. #	DATE	NOTES	SHEET #
1	07.02.12	REVISIONS (P.F.)	P1, P2
2	04.04.13	REVISIONS (P.F.)	P1, P3, P4

PROJECT

NEW TOWNHOUSE  
DEVELOPMENT FOR:  
DOMINIC TOZZO

BLOCK: 301  
LOTS: 4 & 7  
144 OCEAN AVENUE NORTH  
LONG BRANCH, NEW JERSEY

ELEVATION  
UNIT 11

DATE: 05.14.12  
SCALE: AS NOTED  
DRAWN: P.F.  
CHECKED: B.E.S.

P4

1221

BLANE STEINMAN

RESIDENTIAL COMMERCIAL

ARCHITECT

2220 ROUTE 9 NORTH  
CLEMONT, NEW JERSEY 08210  
TEL: 909-624-2099 FAX: 909-624-2098

BLANE STEINMAN, P.A.  
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REVISIONS

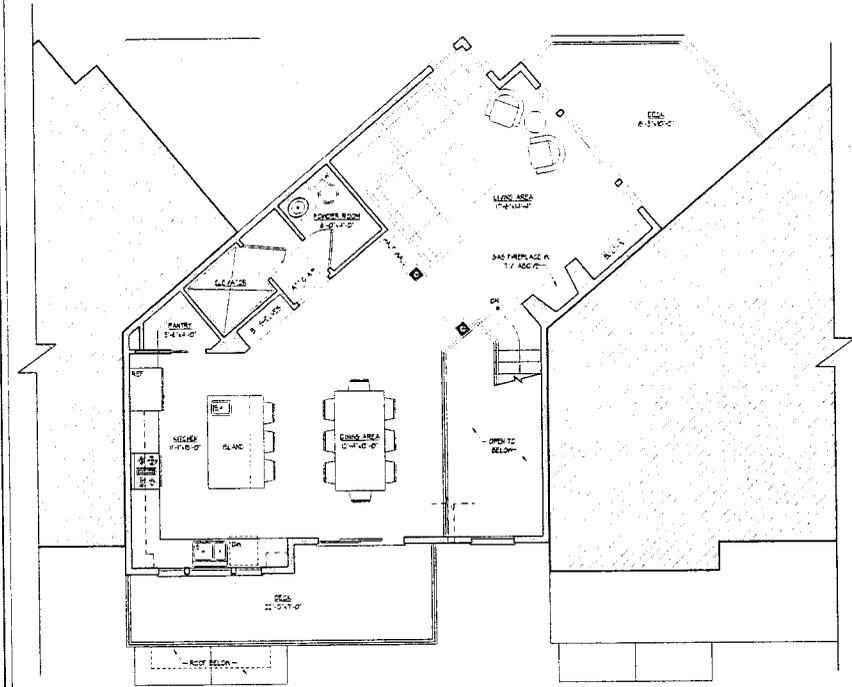
REV.#	DATE	NOTES
2	04.04.13	REVISIONS (P. 13)
1	07.03.12	REVISIONS (P. 13)
	01.23.12	REVISIONS (P. 13)


PROJECT  
NEW TOWNHOUSE  
DEVELOPMENT FOR  
DOMINIC TOZZO

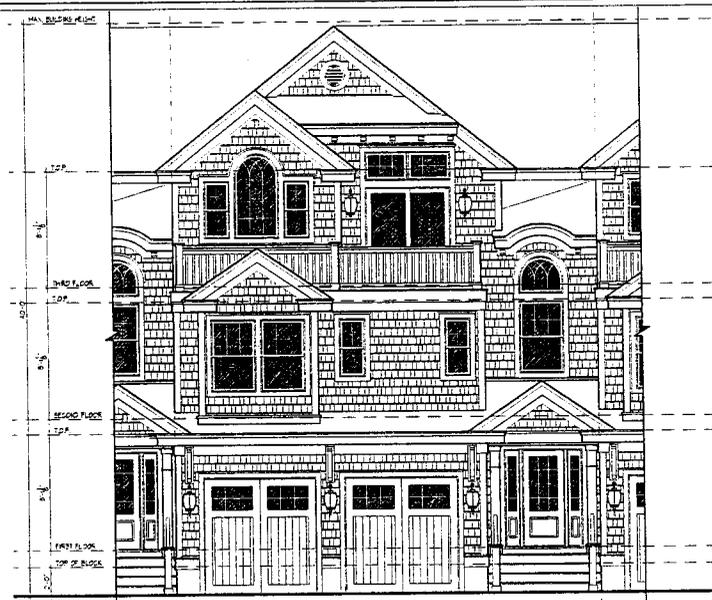
FLOOR PLANS  
UNIT 11

DATE: 05.14.12  
SCALE: AS NOTED  
DRAWN: P.F.  
CHECKED: B.E.S.  
1221

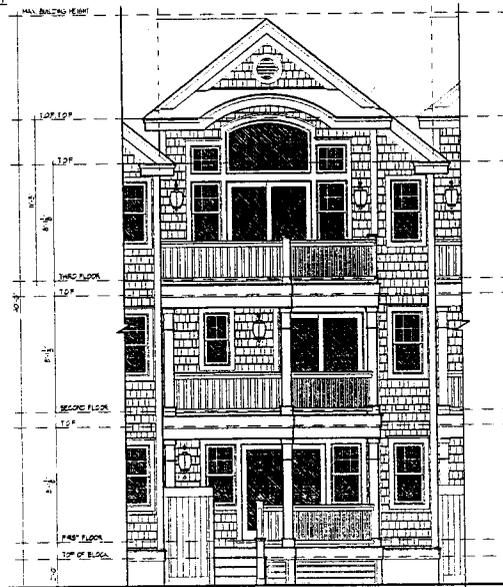




THIRD FLOOR PLAN, INTERIOR UNIT  
SCALE 1/4" = 1'-0"



FRONT ELEVATION, INTERIOR UNIT  
SCALE 1/4" = 1'-0"



REAR ELEVATION, INTERIOR UNIT  
SCALE 1/4" = 1'-0"

**BLANE STEINMAN**

RESIDENTIAL  COMMERCIAL  
**ARCHITECT**  
LLC  
2220 ROUTE 9 NORTH  
CLERMONT, NEW JERSEY 08210  
TEL: 609-624-2099 FAX: 609-624-2098



BLANE STEINMAN, RA  
NJ - A12174  
NCARB CERTIFIED

CONSULTANTS

REVISIONS

REV. #	DATE	NOTE	SHEET #
1	07.02.12	REVISIONS (P.F.1)	P1, P2

PROJECT  
NEW TOWNHOUSE  
DEVELOPMENT FOR  
DOMINIC TOZZO

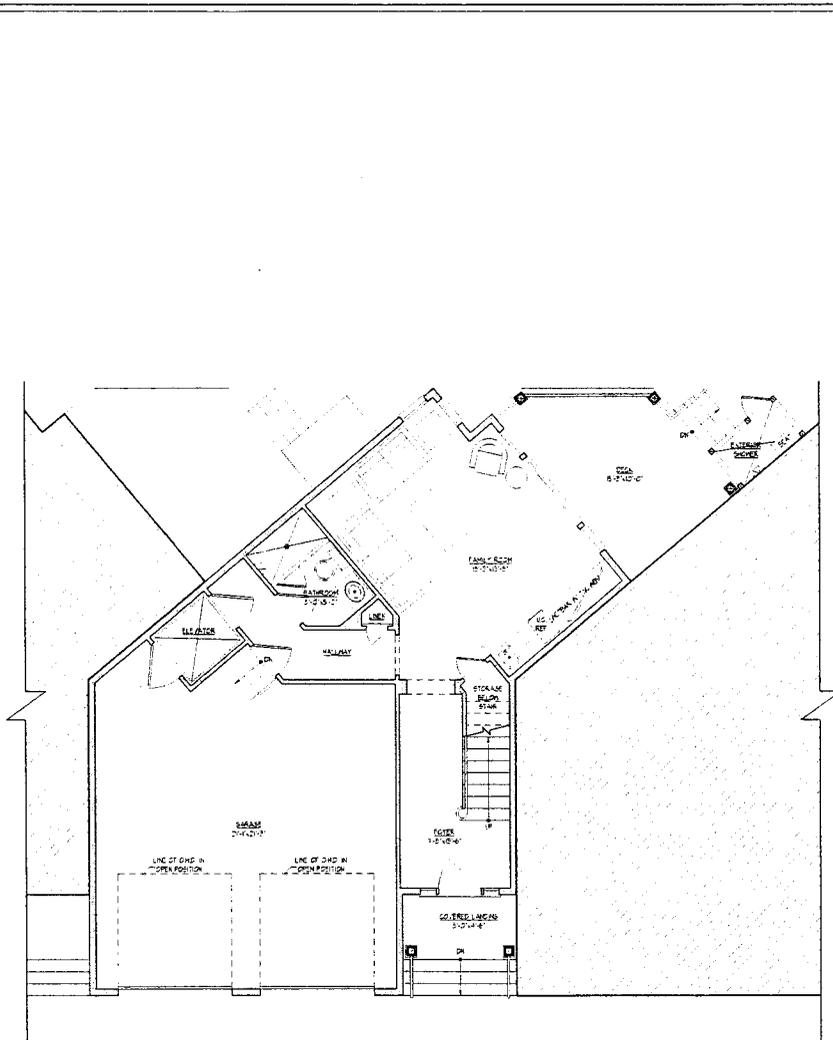
BLOCK: 301  
LOTS: 4 & 7  
144 OCEAN AVENUE NORTH  
LONG BRANCH, NEW JERSEY

FLOOR PLAN &  
ELEVATIONS

DATE: 05.14.12  
SCALE: AS NOTED  
DRAWN: P.F.  
CHECKED: B.E.S.

1221

P2

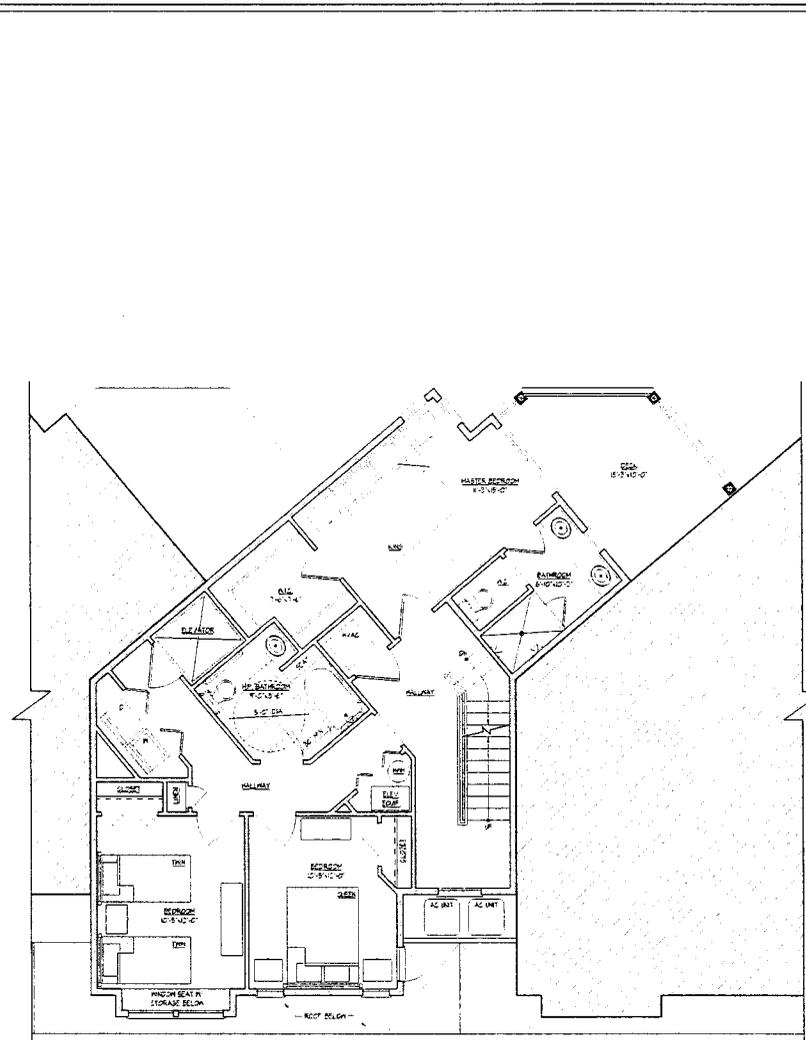


FIRST FLOOR PLAN, INTERIOR UNIT  
SCALE: 1/8"=1'-0"

BUILDING DATA (PER UNIT):

FIRST FLOOR	61.49
SECOND FLOOR	41.49
TOTAL FLOOR	102.98
TOTAL	205.97

Garage: 475 SF  
FIRST FLOOR GARAGE ENTRY: 24.50



SECOND FLOOR PLAN, INTERIOR UNIT  
SCALE: 1/8"=1'-0"

**BLANE STEINMAN**

RESIDENTIAL  COMMERCIAL  
**ARCHITECT**  
L.L.C.  
2220 ROUTE 9 NORTH  
CLERMONT, NEW JERSEY 08210  
TEL: 609-624-2099 FAX: 609-624-2098

  
BLANE STEINMAN, RA  
NO. 34 82174  
NCARB CERTIFIED

CONSULTANTS

REVISIONS

REV.#	DATE	NOTES	SHEET #
1	07.02.12	REVISIONS (P.F.)	P1, P2
2	04.04.13	REVISIONS (P.F.)	P1, P2, P4

PROJECT  
NEW TOWNHOUSE  
DEVELOPMENT FOR  
DOMINIC TOZZO

BLOCK 301  
LOTS: 4 & 7  
144 OCEAN AVENUE NORTH  
LONG BRANCH, NEW JERSEY

FLOOR PLANS

DATE: 05.14.12  
SCALE: AS NOTED  
DRAWN: P.F.  
CHECKED: B.E.S.

**P1**



THOMPSON DESIGN GROUP

35 Channel Center Street  
Boston, MA 02219

TEL 617.542.2702  
FAX 617.542.2704

September 5, 2013

Mr. Howard Woolley, City Administrator  
Mr. Carl Turner, Planning Director  
City of Long Branch, NJ  
City Hall  
344 Broadway  
Long Branch, NJ 07740

Dear Sirs:

Re: **Design Guidelines Compliance: Provisional Project Review :**  
**TDB Associates (Located at 48 Marine Terrace /144 Ocean Avenue;**  
**Block 301, Lot 4 & 7); within the Beachfront North Sector**

It is a pleasure for Thompson Design Group (TDG) to review working plans received August 19, 2013; (supplemented with electronic drawings submissions as listed,) for the City of Long Branch Redevelopment Authority.

*This review is provisional as the drawings received to date require coordination, and completion reflecting input from the City Engineer, and all concerned departments of the City (including but not limited to Building Department, Fire Marshall, Public Works, etc.) as a condition of Planning Board Approval. This review is intended to test the project as presently drawn for Design Guidelines Compliance.*

The proposed project falls within the Beachfront North Sector of the Long Branch Redevelopment Area, and is tested hereunder for compliance with the cross- accepted ordinance for the zone, i.e., the General Design Guidelines (Handbook 1), and Beachfront North Sector Guidelines (Handbook 4). This review is based upon project information described in the "City of Long Branch Development Plan Application " filed by EDA Associates on behalf of TDB Associates dated October 19, 2012 ,and last amended on May 5, 2013. Survey prepared for David Bettencourt by Ragan Land Surveying P.C, New Townhouse Development for Dominic Tozzo; Architectural Plans prepared by Blane Steinman Architect L.L.C.; "Stormwater Management Report" prepared by EDA, P.A. (See Appendix A for full drawing list reviewed.)

9/5/2013


**THOMPSON DESIGN GROUP**

 35 Channel Center Street  
 Boston, MA 02210

 TEL 617.542.2702  
 FAX 617.542.2704

**Project Extent**

The total development tract is known as Block 301, Lots 4 & 7 as shown on the City of Long Branch Tax Map, Plate #29.

The areas used for purposes of calculations are as follows:

Zone Area	Acres stated
<i>Beachfront Recreation</i> (Lot 7)	0.75
<i>Planned/ Infill Residential</i> (Lot 4)	0.11
<b>Total Development Tract Area (Lot 4 &amp; 7 combined)</b>	<b>0.86</b>

*The access pattern envisaged by the Redevelopment Design Guidelines has been altered. Hence, based upon the closure of Ocean Avenue and the merger of the lots, it was determined by the Redevelopment Agency in June 2011, and by the Zoning Board of Adjustment, at a hearing on August 12, 2013, that residential development is a permitted use for the properties. Therefore, the project is reviewed consistent with such determinations as one merged lot fronting Marine Terrace, with Site Utilization Standards as in the Planned/Infill Residential Zone. Notwithstanding this, as the merged tract adjoins, (without vehicular access,) the Promenade (Ocean Avenue), Site Organization Standards applicable to Ocean Avenue abutting sites have been applied for the purposes of this review.*

**A. Compliance with General Design Guidelines  
(Design Guidelines Handbook 1)**
**A1. Use & Objectives:**

The Long Branch Oceanfront Redevelopment Zone is a 5,000 ft. long linear public beachfront, made accessible by streets crossing through five adjacent sectors. Each sector is an individual "place" whose character has evolved out of its tradition of land use.

Due to the change in Access caused by the closing of Ocean Avenue to vehicular traffic, the primary access for the site and therefore its use have been altered to the residential standards applicable to Marine Terrace fronting lots. This project entails a townhouse development of 11 units accessed from Marine Terrace in the Beachfront North Sector which is a low-rise mid-density residential sector. The effective density proposed is 12.79 du / acre, within the range of 12-15 du/acre required. It is compliant with the objectives of the guidelines for the sector maintaining adequate density of residential townhouses to complement the low-rise mid density residential character of the sector.

**THOMPSON DESIGN GROUP**35 Chunnel Center Street  
Boston, MA 02210TEL 617.542.2702  
FAX 617.542.2704**A2. Parking and Buffers**

The change of landuse for the merged tract, alter the parking and buffer requirements for this project.

- i. As the frontage of the tract on the fronting Residential Street (Marine Terrace) is small, on-street parking on existing streets would over-burden the existing street capacity. Hence the project must satisfy all parking requirements on site, as proposed.
- ii. Any parking on-site should be restricted to the use of residents and guests.

**A3. Access**

Vehicular access is provided to the lot with one curb cut from Marine Terrace and a private pedestrian access is provided to Ocean Avenue and the beach from the tract. Given the elimination of vehicular circulation on Ocean Avenue, the impact on Marine Terrace is minimized by a single curb cut feeding the entire tract. Existing conditions require Private Parking (on-site) to be accessed by a dead-ended private lane greater than 150 feet in length.

*It is recommended that any approvals be conditioned upon the Applicant amending the design of the proposed "Driveway" as a private street, in full compliance of criteria identified by the Fire Marshall, and Public Works, Traffic etc, (including but not limited to fire lanes, turning radii for fire trucks, regulatory signage, location and configuration of trash areas, parking stall sizes and turning movements, etc.). Additionally, all lighting and appurtenances shall conform to streetscape approved by the Design Review Committee.*

**A4. Urban Form**

Given the change in use for the merged tract, the proposed townhouses provisionally complies with the general urban form requirements of residential construction in the guidelines.

**A5. Landscape**

Landscaped Buffers are required on non-residential sites between different landuse zones. As the proposed use is residential, no on-site landscaped buffer is required.

The site is located within the Beachfront Landscape Area. The applicant has proposed a raised and planted berm within the 20-foot setback facing Ocean Avenue, which is intended to serve as landscaped protection from the severe environmental conditions of the beachfront.

*The applicant should be required to demonstrate the effectiveness of the proposed landscape berms, native plantings, and Storm water system, to withstand oceanfront storms, to the City Design Review Committee as a condition of approval of the Planning Board.*

**A6. Signage**

*The applicant is required to submit any regulatory and address signage for the project for City review and approval, as a condition of approval of the Planning Board.*

## THOMPSON DESIGN GROUP

35 Channel Center Street  
Boston, MA 02210TEL 617.542.2702  
FAX 617.542.2704**A7. Design Standards for Buildings**

The built-form of the townhouses provides terraces, decks/patios on the units proposed. *It is suggested that as a condition of approval of the Planning Board, the applicant enhance the facades facing the access lane, of the townhouses using devices such as terraces, balconies, bay windows, etc. in order to develop a residential view corridor to the Promenade, from the neighborhood. However, the design of the façade projections must accommodate clearances for Fire and Emergency Equipment and Service vehicles, per the City. We recommend that the Applicant provide dimensioned site sections coordinated with the engineered grads and landscape, demonstrating compliance.*

## **B. Compliance with Sector Guidelines** **(Design Guidelines Handbook 4)**

This review is based upon project information described in the drawings sets listed in Appendix A. Where the submission from different consultants are not consistent, this review has assumed that the Engineering set takes precedence.

*Any approvals should be conditioned upon the applicant providing to the City's satisfaction, a coordinated proposal set which incorporates necessary inputs from the City Design Review Committee.*

**B1. Permitted Use**

Consistent with City decisions (see above), this proposal is herein reviewed as one merged lot in the Planned and Infill Residential Use zone.

The proposal to build 11 residential townhomes is compliant with the sector guidelines for density and lot size.

The size for each dwelling unit proposed is compliant. As per the architectural drawings provided by Blane Steinman Architect L.L.C. dated 05-14-2012, each proposed unit area is 2258 Sq.ft which is greater than the stipulated 800 Sq.ft minimum.

**B2. Density and Ground Coverage**

The Density and Coverage proposed is compliant with the design guidelines, as follows.

Use Zone	Acreage	Density		Building Coverage		Pervious Coverage	
		FAR Permitted	FAR Proposed	Max. Coverage Permitted	Coverage Proposed	Mln. Coverage Required	Coverage Proposed
				% of tract area	% of tract area	% of tract area	% of tract area
Planned/ Infill Residential	0.86Ac. (37,270 sf.)	(12-15 du/acre X 0.86 ac)= 10-13 du.	11 du.	55%	36.4% (13,508 sq.ft)	15%	40% (14,751 sq.ft)
			<i>Complies</i>		<i>Complies</i>		<i>Complies</i>


**THOMPSON DESIGN GROUP**

 35 Channel Center Street  
 Boston, MA 02210

 TEL 617.542.2702  
 FAX 617.542.2704

**B3. Parking**

The proposed development provides 2 (two) covered parking spaces for each proposed residential unit. In addition, 4 on-site, street parking spaces are provided within the lot boundaries, for visitors. The total number of parking spaces provisionally comply with the guidelines. However, by providing all parking on-site, the proposal contemplates not utilizing any on-street parking on Marine Terrace for the project.

*We recommend that any approval be contingent upon the applicant fulfilling turning and operational standards, for fire, service, and private vehicles, as required by the City Design Review Committee.*

**B4. Access**

Vehicular access has been provided to the proposed development from Marine Terrace. A pedestrian access has been provided to Ocean Avenue and the Beach from the back of the lot. These are provisionally compliant with the Beachfront North sectoral guidelines (see A3 and B3 above.)

*The dimensions and treatment of the proposed access lane and turning area need to be confirmed for to the satisfaction of the City, as a condition of approval of the Planning Board.*

**B5. Building Envelope**
**Setbacks**

	Setbacks	Required	Proposed	
1	Front Setback (Marine Terrace)	Upto 10 ft	114 ft*	Provisionally compliant
2	Ocean Avenue Setback	20 ft	20 ft****	Provisionally Complies
3	Side Setbacks	Combined setbacks must total a minimum of 30% of tract frontage on Ocean Avenue** i.e., 50 ft.min.	11ft + 15 ft + 24ft***= 50 ft (33.33% of 150ft*)	Provisionally Compliant

- \*Exceeds the maximum frontage from Marine Terrace due to use change.
- \*\*Tract Frontage on Ocean Avenue is 150 ft.
- \*\*\*The clear dimension between buildings is not calculable as architectural projections are not reflected in the site plan. *The measured distance between curbs shown in the engineering set has been used for this review, but actual dimensions need to be confirmed with plans and site sections in a coordinated plan set by the Applicant, prior to submission to the Planning Board.*
- \*\*\*\*The distance between the proposed structure from the western curbed edge of the promenade has not been indicated.

**Building Lines**

A continuous frontage with undulating bays is suggested, and proposed. *The applicant is requested to provide dimensioned and coordinated architectural plans and sections which satisfy operational clearances necessary for the dead-ended access way.*



**THOMPSON DESIGN GROUP**

35 Channel Center Street  
Boston, MA 02210

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FAX 617.542.2704

**Bulk**

*The bulk requirements are provisionally compliant pending finalization of proposed Access way per City fire and operational criteria.*

**Height**

*The height of the proposed townhouses is provisionally compliant with the 40' limit required by the Building Envelope guidelines. (Applicant to confirm heights coordinated with proposed grades.)*

**B.6 Siting and Landscape**

**Siting**

*The built-form of the townhouses provides for decks/terraces/patios which meet the intent of the guidelines. These need to be coordinated with the design and finalization of the Access way, as a condition of approval of the Planning Board.*

*Ocean Avenue facing residential zones are required to effectuate a deeded pedestrian easement at intervals no greater than 200 feet. As the immediately adjoining tract to the South, is required to provide a deeded pedestrian easement, per their approval, this project is not required to provide an additional easement. However, the applicant is encouraged to explore with the City the possibility of providing pedestrian access along the proposed Access Way, if feasible.*

*The vehicular turn-around has been proposed without impinging the Ocean Avenue setback, which should be maintained while finalizing the design of the Access Way, as a condition of approval of the Planning Board.*

**Planting**

*The guidelines require at least 5% of tract area must be planted with native species of trees. And additionally at least 5% of the site must be planted with native species of shrubs. The applicant is required to supplement the landscape set which confirms the conforming use and area of native species shrubs and trees in the proposed development per the guidelines, as a condition of approval of the Planning Board.*

**Buffers**

*The guidelines require a 50 foot landscaped buffer on non-residential tracts, between residential and non-residential use zones. As the landuse for this tract has been changed caused by access considerations, after the adjoining tract to the South (non-residential) is already developed, this criteria cannot fairly or practically be retroactively imposed upon the already developed neighboring tract.*

**Paving**

*While the current pervious coverage is compliant, the applicant is encouraged to upgrade paving features strips while coordinating and finalizing the design of the Access Way and related streetscape.*



**THOMPSON DESIGN GROUP**

35 Channel Center Street  
Boston, MA 02210

TEL 617.542.2702  
FAX 617.542.2704

**Utilities**

*The design and location of Trash Service Area, and all other necessary Utilities need to be refined based upon City input, conforming to fire and building codes, as a condition of approval by the Planning Board.*

*Any approvals must be contingent upon the applicant providing conforming Stormwater Management Systems for review and approval of City, and NJDEP.*

*Any approvals must be contingent upon the applicant incorporating within a coordinated plan set, conforming metal halide lighting of Access Way, with all streetscape and appurtenances approved by the City.*

Please feel free to contact us if any clarifications are required.

Sincerely,  
Thompson Design Group

A handwritten signature in black ink, appearing to read 'Pratap R Talwar', with a long horizontal stroke extending to the right.

Pratap R Talwar, AIA, AICP, PP  
Principal

Encl: Appendix A: List of submitted drawings

Appendix A

**List of Submitted Drawings:**

1. City of Long Branch Development Plan Application, applied by TDB Associates, INC. dated 10-19-2012
  2. Plan of Survey made for David Bettencourt , prepared by Ragan Land Surveying P.C. , print version dated 7-27-2012
  3. Drawings prepared by EDA, P.A., print version dated 7-2-2012
    - Sheet 1 of 7 , Cover Sheet revised version dated 5-28-2013
    - Sheet 2 of 7, Site Plan revised version dated 5-28-2013
    - Sheet 3 of 7, Grading and Drainage Plan revised version dated 5-28-2013
    - Sheet 4 of 7, Landscape and Lighting Plan revised version dated 5-28-2013
    - Sheet 5 of 7, Engineering Details
    - Sheet 6 of 7, Engineering Details
    - Sheet 7 of 7, Soil Conservation Plan
  4. New Townhouse Development for Dominic Tozzo: Floor Plans, prepared by Blaine Steinman Architect LLC., print version dated 05-14-2012
    - P1 revised version dated 4-04-2013
    - P2 revised version dated 7-02-2012
    - P3 revised version dated 4-04-2013
    - P4 revised version dated 4-04-2013
  5. Storm Water Management Report for Block 301, Lots 4 & 7, City of Long Branch , NJ prepared by EDA, P.A. print version dated 8-9-2012
  6. 3D drawings of the proposed development emailed on 8-27-2013 by Paul Kapish Esquire , Monzo Catanese
  7. Drawings of the proposed development emailed on 8-29-2013 by Mathew Hender , EDA
    - Cover Sheet(4.17.13)
    - Site Plan (5.28.13)
  8. Drawings of the proposed development emailed on 9-3-2013 by Melanie Smith, Blaine Steinman Architects
    - 1221-P1
    - 1221-P2
  9. Drawings of the proposed development emailed on 9-4-2013 by Melanie Smith, Blaine Steinman Architects
    - 1221 – PL(REV - 3)
    - EDA SITE PLAN (REV - 3)
-

R# 238-13

RESOLUTION  
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Billings

SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 1 - Sirianni

Elberon First Aid only

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-10-13  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 11th DAY OF September 2013  
Kathy L. Schell  
MUNICIPAL CLERK, R.M.C.

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of September 10, 2013. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

A.C. Moore	Supplies for Picnic - 8/21/13 - Senior Affairs	200.62	
A.R. Communications	Repair Antenna on Truck #25-4-90 - Fire Dept.	87.00	
Ace Outdoor Power Equipment	Misc. Parts - LBR #19 - DPW	1,330.06	
Alldata	Subscription Renewal - 10/8/13-10/7/14 - DPW	1,500.00	
Alonzo Rawls	DJ Performance at Pier Village Gazebo - 8/17/13 - Recreation Dept.	375.00	
Ambassador Medical Services	Drug Testing - May & June 2013 - Human Services	439.00	
Arbus, Maybruch & Goode	Legal Services Rendered - Planning Board - February 2013	210.00	Pymt #1
Arbus, Maybruch & Goode	Legal Services Rendered - Planning Board Retainer - January / July 2013	3,500.00	Pymt #1-6
Auto Parts	Misc. Automotive Parts - 7/22-7/27/13 - DPW / Fire Dept.	1,630.25	
B & H Photo	Camera Equipment - Police Dept.	2,379.15	
B. Keith Controls, Inc.	Janitorial Supplies for Various Locations - DPW / Fire Dept.	594.40	
B.C.M. Irrigation	Repair Irrigation System at Manahasset Park - DPW	1,000.00	
Be Our Guest Entertainment c/o Mel Witschi	Entertainment for Picnic - 8/21/13 - Senior Affairs	350.00	
Blaze Emergency Equipment, LLC.	Electrical Repairs to Truck #25-6-75 & #25-6-90 - Fire Dept.	3,843.02	
Bollinger Insurance, Inc.	Youth Misc. Sports Accident Insurance - 9/21/13-9/21/14 - Recreation Dept.	1,391.00	
Brian Garrett	Reimbursement for Purchase of Pants Damaged on Duty - Police Dept.	54.99	*
Bullet Lock & Safe Co.	Misc. Keys/Locks - DPW / Traffic Dept.	719.35	
CDWG	(2) Ipads for City Council	998.00	
Central Towing & Recovery, Inc.	Towing - Truck #25-3-75 - 7/11/13 - Fire Dept.	678.00	
Charles Shirley	Reimbursement for Expenses Incurred - Police Expo - 6/25-6/26/13 - Police Dept.	181.59	*
City of Long Branch Clearing Account	Reimburse Clearing Account	130,523.27	*
City of Long Branch Clearing Account	Reimburse Clearing Account	7,543.09	*
City of Long Branch Clearing Account	Reimburse Clearing Account	1,012,845.69	*
City of Long Branch Payroll Agency Account	DCRP Match - August 2013	310.20	*
City of Long Branch Payroll Agency Account	Payroll Dated 8/30/13	46,537.73	*
City of Long Branch Payroll Agency Account	Payroll Dated 8/30/13	966,307.96	*
Clayton Block Co.	Sand & Concrete for Various Locations - DPW	242.61	
CMF	Paper - Comptroller's Office	171.96	
Coast Hardware Co.	Misc. hardware - July & August 2013 - DPW	497.76	
Comcast Online	Internet Provider Service - 8/16-9/15/13 - IT/Administration / Police Dept.	268.73	*
Conte's Car Wash, Inc.	Car Wash Contract - July 2013	667.00	
Craft Oil Corp./Petro Choice	Anti Freeze & Grease - DPW	1,125.08	
CWA Local 1038	Vision/ Dental - September 2013	4,800.00	*
D.W. Smith Assoc.	Engineering Services Rendered - Manahasset Creek Park II - Electrical - June / August 2013	1,500.00	Pymt #1
Danielle Golba & Assoc.	Planning Board Stenographer - January / December 2012	1,350.00	Final Pymt
Danielle Golba & Assoc.	Zoning Board Stenographer - January / December 2012	1,530.00	Final Pymt
David Graminski	Reimbursement for Purchase of Pants Damaged on Duty - Police Dept.	88.75	*

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

David Weber Oil Co.	Tractor Fluid - DPW		410.30	
Dearborn National Life Insurance Co.	Life Insurance - September 2013	*	1,206.24	
Dell Marketing, L.P.	Computer Equipment - City Clerk's Office		726.23	
DiFrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Tax Appeals - July 2013		5,625.34	Pymt #1
Edmunds & Assoc.	Printing of Tax Bills - Tax Collector's Office		2,670.00	
Edwards Tire Co.	Tires for Various Police Vehicles - DPW		3,024.20	
Elberon First Aid	2013 Donation		26,000.00	
Elite Forms, Inc.	Business Cards - J. Palmer & J. McCormick - Building Dept.		112.21	
F & S Tire Corp.	Re-Cap (27) Tires - DPW		5,184.00	
Fed Ex	Overnight Delivery - Police Dept.		58.05	
Fine Fare	Food for Various Events in August 2013 - Senior Affairs / Recreation Dept.		319.88	
Foley, Inc.	Misc. Parts - Sanitation #70 - DPW		145.20	
Ford Motor Credit Co.	Lease/Purchase Vehicle - October 2013		887.27	
Freehold Ford, Inc.	Misc. Parts - PD #4A & #42 - DPW		130.20	
Gagliano Appraisal, LLC.	Appraisal Services Rendered - Tax Appeals - August 2013		3,350.00	Pymt #2-3
Gannett Satellite Information Network, Inc.	Legal Ads - July 2013 - City Clerk's Office		2,201.00	
General Linen & Paper Supply	Janitorial Supplies for City Hall Building & Beachfront - DPW		1,370.57	
Great America Financial Services	Copier Lease - September 2013 - Various Depts.	*	1,043.57	
Harley Davidson of Long Branch, Inc.	Misc. Parts - Police MC #3 - DPW		194.53	
Home Depot Credit Services	Various Building Materials - DPW		3,400.33	
Hoover Truck Centers, Inc.	Misc. Parts - Sanitation #70 - DPW		25.81	
Horizon Blue Cross Blue Shield	Dental Benefits - September 2013	*	14,175.97	
Horizon Blue Cross Blue Shield	Health Benefits - September 2013	*	440,637.07	
Howard H. Woolley Jr.	Reimbursement for Paid Parking for Meeting - 8/7/13 - Administration		6.50	
Jersey Cape Diagnostic, Training & Opportunity Center	Daily Beach Badges for 2013 Season - Recreation Dept.		37,562.50	
Jersey Elevator Co.	Elevator Maintenance at City Hall Building - August 2013 - DPW		177.97	
Jesco, Inc.	Filters for Loader - DPW		83.20	
Jirk, Inc.	Musical Performance - Brian Kirk & The Jirks - 8/29/13 - Administration	*	2,500.00	
Joann Fabrics & Crafts	Supplies for Various Events in August 2013 - Senior Affairs	*	493.36	
John Deere Landscapes, Inc.	Fertilizer for Parks - DPW		378.28	
John Guire Co.	Blades - DPW		35.10	
John's Auto & Truck Repair	Towing - 8/7 & 8/8/13 - Police Dept.		150.00	
Kepwel Water	Cooler Rental - July 2013 - Finance Dept.		23.95	
K-Mart	Towels for Car Show - Administration		29.90	
Lawmen Supply Co.	(6) Body Armor Vests - Police Dept.		5,648.50	
Lexis Nexis Risk & Information	Accurint License - April / July 2013 - Police Dept.	*	200.00	
Liberty Paper & Janitorial Supply	Janitorial Supplies for City Hall Building & Fire Dept.		1,098.70	
Long Branch First Aid	2013 Donation		35,000.00	
M.G. McLaren, P.C.	Millennium Pier Design - May / July 2013		4,695.35	Pymt #18-19
Mazza & Sons, Inc.	Recycling of Tires & Disposal of Bulky Waste - July 2013 - DPW		17,670.68	
McDonalds Restaurant	Prisoner Meals - January / June 2013 - Police Dept.		62.37	
MOCEAN Hollow Metal & Hardware, Inc.	Doors for Jerry Morgon Park & DPW		1,483.00	
Monmouth County Clerk's Office	Recording of Deed & Tax Sale - City Clerk's Office / Tax Collector's Office		24.00	
Monmouth County Treasurer - Finance Dept.	Tipping Fees - July 2013 - DPW		98,913.30	
Monmouth Ocean Soccer Assoc.	Registration Fees, Team Pass Packets & Dues for (6) Youth Soccer Teams - Recreation Dept.		1,870.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Mr. John	Port-A-John's - Various Parks - July 2013 - Recreation Dept. / DPW		582.35	
Music Men Productions, LTD	Sound - Blues By The Beach - August 2013 - Administration	*	1,600.00	
N.J. Gravel & Sand Co.	Top Soil - Atlantic & Truax Avenue - DPW		1,928.00	
New Jersey Motor Vehicle Commission	Motor Vehicle Title - DPW	*	85.00	
NFPA	Membership Renewal - K. Hayes - Fire Prevention		165.00	
NJSCPA Ed Foundation, Inc.	Registration for (2) Tax Courses - 8/19 & 8/20/13 - Finance Director		538.00	
Office Concepts Group	Printer Cartridge - Health Dept.		74.99	
Party Corner	Tables & Chairs for Primary Election & Tent for Car Show - City Clerk's Office / Administration		808.20	
Party Fair	Supplies for Picnic - 8/21/13 - Senior Affairs		517.15	
Perry's Trophy Co.	Tennis Medals - Recreation Dept.		60.00	
PPC Lubricants, Inc.	Windshield Wiper Fluid - DPW		109.85	
Provantage Corp.	Computer Equipment - Tax Assessor's Office		104.94	
Quality Communications Systems	Radio Equipment - Police Dept.		2,700.45	
Red The Uniform Tailor	Shorts - F. Migliaccio - DPW		108.93	
Riggins, Inc.	Diesel Fuel & Unleaded Gasoline - August 2013 - DPW		39,024.79	
Saker Shoprites, Inc.	Food for Picnic - 8/21/13 - Senior Affairs		347.47	
Sanitation Equipment Corp.	Misc. Parts - Sanitation #60 - DPW		83.55	
Scoles Floorshine Industries	Janitorial Supplies for City Hall Building - DPW		27.06	
Seaboard Welding Supply, Inc.	Welding Supplies & Industrial Gases - July 2013 - DPW		99.75	
Sharp Electronics Corp. c/o Shore Business Solutions	Copier Rental - August 2013 - Recreation Dept.		224.01	
Siperstein's	Paint Materials - DPW / Traffic Dept.		912.25	
Specialty Graphics	2013 Uniform Allowance - G. Olsen/L. Delauro/S. Dziuba - DPW		876.00	
Stan Dziuba	Reimbursement for Hotel Reservation for 2014 Hurricane Conference - 4/14-4/17/14 - OEM	*	1,614.94	
Standard Roofings, Inc. t/a The Standard Group	Siding for DPW		84.80	
Stelair Design Corp.	Shirts for Chaperones to Promote College Tour at Events - Recreation Dept.		84.00	
Sunrise Travel Center, Inc.	Airline Reservations - Hurricane Conference - 4/13-4/18/14 - S. Dziuba/C. Shirley/C. Griffin - OEM	*	1,670.40	
Tasc Fire Apparatus, Inc.	Service Hydraulic Pump - Truck #25-8-85 - Fire Dept.		1,425.00	
The Fire Center	Hydrant Bags - Fire Dept.		368.74	
The Voodudes	Musical Performance - The Voodudes - 8/25/13 - Administration	*	1,000.00	
Thompson Design Group, Inc.	Professional Services Rendered - Oceanfront Adaptations - April / June 2013		12,776.16	Pymt #3
Thompson Design Group, Inc.	Professional Services Rendered - General - April / June 2013		16,000.00	Pymt #8-10
Tuzzio's	Food for Various Events in August 2013 - Senior Affairs / Recreation Dept.		195.00	
Vantage Point Development Advisors, LLC.	Professional Services Rendered - General Redevelopment - July 2013		1,725.00	Pymt #1
Verizon Wireless	Laptop Service - Bill Dated 8/12/13 - Various Depts.	*	1,240.36	
Verizon Wireless	Cell Phone Service - Bill Dated 8/16/13 - Various Depts.	*	2,628.81	
Vision Service Plan	Vision - September 2013	*	1,194.71	
W.B. Mason Co.	Office Supplies - Various Depts.		334.69	
W.E. Timmerman Co.	Misc. Parts - PW #91 - DPW		345.34	
W.W. Grainger, Inc.	Misc. Supplies for Parks - DPW		62.04	
Whitemarsh Corp.	Keys for Gasoline Tanks at DPW - DPW		1,208.79	
Y-Pers	Rags for City Hall - DPW		119.00	
Zaf's Service Center, Inc.	Gasoline for Police Motorcycles - May / December 2012 - DPW		120.45	

**TOTAL CURRENT**

**3,013,951.86**

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

A-Tech Concrete	Improvements to Manahasset Creek Park Phase II - May 2013	*	10,962.73	Final Pymt
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,310.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	12,686.89	
Dell Marketing, L.P.	Computer Equipment - IT Dept.		2,489.52	
Fiore Paving Co.	2012-2012 Roadway Improvements - June / August 2013		226,089.17	Pymt #3
Maser Consulting, P.A.	Engineering Services Rendered - Beachfront North Phase II - May / July 2013		16,915.00	Pymt #1-2
Outdoor Solar Store.Com	Solar Lamp Posts for Cherry Street Park - Community Dev.	*	1,724.16	
Provantage Corp.	Computer Equipment - Finance Director		344.00	
Tanner North Jersey, Inc.	Tables & Chairs for Manahasset Park		1,825.92	
Vantage Point Development Advisors, LLC.	Professional Services Rendered - Pier Feasibility Project - July 2013		12,532.50	Pymt #1

**TOTAL CAPITAL**

**288,879.89**

City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,920.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	115.28	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6238.18	
City of Long Branch Payroll Agency Account	Payroll Dated 8/30/13	*	443.31	
City of Long Branch Payroll Agency Account	Payroll Dated 8/30/13	*	5,794.87	
Conte's Car Wash, Inc.	Car Wash Contract - July 2013		11.50	
Dearborn National Life Insurance Co.	Life Insurance - September 2013	*	1.96	
Horizon Blue Cross Blue Shield	Dental Benefits - September 2013	*	109.45	
Horizon Blue Cross Blue Shield	Health Benefits - September 2013	*	3,246.63	
Lou's Uniforms	Uniform for A.C.O. J. Kennedy - Health Dept.		342.94	
Verizon Wireless	Cell Phone Service - Bill Dated 8/16/13 - Animal Control	*	115.28	
Vision Service Plan	Vision - September 2013	*	20.32	

**TOTAL DOG**

**22,359.72**

C.J. Productions	Videography - 7/25 & 8/8/13 - Community Dev.		800.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,597.45	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	112.62	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,214.06	
City of Long Branch Payroll Agency Account	Payroll Dated 8/30/13	*	441.60	
City of Long Branch Payroll Agency Account	Payroll Dated 8/30/13	*	5,772.46	
Coast Hardware Co.	Supplies for Clean Up at Community Gardens - Community Dev.		166.14	
Conte's Car Wash, Inc.	Car Wash Contract - July 2013		11.50	
Dearborn National Life Insurance Co.	Life Insurance - September 2013	*	9.80	
Great America Financial Services	Copier Lease - September 2013 - Community Dev.	*	112.62	
Horizon Blue Cross Blue Shield	Dental Benefits - September 2013	*	155.40	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Horizon Blue Cross Blue Shield	Health Benefits - September 2013	*	4,358.05
Mr. John	Port-A-John's - Manahasset Park & Seventh Avenue - July 2013 - Community Dev.		413.00
Vision Service Plan	Vision - September 2013	*	27.74

**TOTAL HUD** 22,192.44

Alan Chesnovitz	Musical Performance - Al Chez & The Brother of Funk - 8/24/13 - Community Dev.	*	2,500.00
Alonzo Rawls	DJ Performance at Laird St. Beach - 8/25/13 - Recreation Dept.		500.00
Arbus, Maybruch & Goode, LLC.	Legal Services Rendered - March / July 2013 - Planning Board		1,330.00
Broadcast Music, Inc.	License for Concert Summer Series - 7/1/13-6/30/14 - Recreation Dept.		327.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,810.04
City of Long Branch Clearing Account	Reimburse Clearing Account	*	62,582.93
City of Long Branch Payroll Agency Account	Unemployment - August 2013	*	783.05
City of Long Branch Payroll Agency Account	Payroll Dated 8/30/13	*	594.63
City of Long Branch Payroll Agency Account	Payroll Dated 8/30/13	*	61,988.30
Danielle Golba & Assoc.	Professional Services Rendered - June & July 2012 - Zoning Board		180.00
Dearborn National Life Insurance Co.	Life Insurance - September 2013	*	0.98
E.M. Waterbury & Assoc.	Engineering Services Rendered - August 2013 - Zoning Board		694.00
Fine Fare	Refreshments for Gospel Sunday - 8/18/13 - Community Dev.		313.83
Horizon Blue Cross Blue Shield	Dental Benefits - September 2013	*	77.70
Horizon Blue Cross Blue Shield	Health Benefits - September 2013	*	2,317.35
Jamm Printing	Posters & Postcards for Gospel Extravaganza - 8/18/13 - Recreation Dept.		335.00
Maser Consulting, P.A.	Engineering Services Rendered - November 2012 / August 2013 - Planning / Zoning		29,247.14
Michael A. Irene, Jr.	Legal Services Rendered - July 2013 - Zoning Board		140.00
Music Men Productions, LTD	Sound - Blues By The Beach - August 2013 - Community Dev.	*	600.00
Ocean Place Resort & Spa	Outside Police Overtime Refund of Escrow		3,418.42
Oceanview Bakery	Food for Car Show & Jazz & Blues Fest - 8/17 & 8/24/13 - Recreation Dept.		330.00
Robert S. Paparozzi	Musical Performance - Robert Paparozzi & The Hudson River Rats - 8/24/13 - Community Dev.	*	3,000.00
Seaboard Welding Supply, Inc.	Refill Oxygen Tanks - Recreation Dept.		36.00
State of New Jersey Dept. of Labor	Unemployment - Year End December 2012	*	4,005.95
Tuzzio's	Catering for Jazz & Blues Festival - 8/24/13 - Recreation Dept.		1,000.00
Vision Service Plan	Vision - September 2013	*	13.87
W.B. Mason Co.	Office Supplies - Community Dev.		670.67

**TOTAL TRUST OTHER** 184,796.86

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 239-13

**RESOLUTION APPROVING PERSON TO PERSON  
TRANSFER OF PLENARY RETAIL CONSUMPTION LICENSE  
OF JOHNNY G. INC. (OLD SPRINGDALE CAFÉ)  
TO BRAZILIAN SPORTS BAR, LLC, STATE LICENSE #1325-33-036-004**

**WHEREAS**, Brazilian Sports Bar, LLC has applied for a person to person transfer of Plenary Retail Consumption License No. 1325-33-036-004, and the application for transfer appears to be complete in all respects; and

**WHEREAS**, the state requires a person to person transfer be completed; and

**WHEREAS**, proof of publication of notice has been submitted and there have been no written objections received by the City Clerk; and

**WHEREAS**, the applicant has been found to be qualified to be licensed according to all standards established by N.J.S.A. 33:1-1 et seq., and pertinent ordinances of the City of Long Branch; and

**WHEREAS**, the applicant has disclosed and the City, through its representatives, have reviewed the application; and

**WHEREAS**, an investigation was conducted by the Police Department and they have found no reason either criminally or financially as to why this transfer should not take place; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-33-036-004, in the name of Johnny G., Inc. be and the same is hereby transferred to Brazilian Sports Bar, LLC to be effective September 10, 2013.

MOVED: Billings  
SECONDED: Pallone

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHNEELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-10-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 11th DAY OF September 2013  
Kathy L. Schneelz

New Owners: Brazilian Sports Bar, LLC

John Scheidt 95%

Tarcisio Ferreira 5%

Address: 527 Springdale Avenue

License #: 1325-33-036-004

Status: Inactive

K240-13

RESOLUTION AMENDING RESOLUTION R188-13

STATE OF NEW JERSEY

DEPARTMENT OF ENVIRONMENTAL PROTECTION

GREEN ACRES PROGRAM

ENABLING RESOLUTION

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

WHEREAS, the City of Long Branch has previously obtained a loan of \$421,200.00 and/or a grant of \$421,200.00 from the State to fund the following projects: City of Long Branch Boardwalk Repair Project, #1327-10-026; and

WHEREAS, the State and City of Long Branch intend to increase Green Acres funding by \$600,000.00; and

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

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

1. The Mayor of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as The City of long Branch Boardwalk Repair Project, and: (Note: Please authorize only one official to sign the project agreement on behalf of the local government or nonprofit.)
2. The applicant has its matching share of the project, if a match is required, in the amount of \$280,000.
3. In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. The applicant agrees to comply with all applicable federal, state and local laws, rules and regulations in its performance of the project.
5. This resolution shall take effect immediately.

CERTIFICATION

I, Kathy Schmelz do hereby certify that the foregoing is a true copy of a resolution adopted by the Long Branch City Council at a meeting held on the 10<sup>th</sup> day of September 2013.

IN WITNESS THEREOF, I have hereunder set my hand and the official seal of this body on this 11<sup>th</sup> day of September 2013.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 9-16-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 11<sup>th</sup> DAY OF September, 2013  
Kathy L. Schmeltz  
MUNICIPAL CLERK, P.M.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Green Acres Local Assistance Program

GREEN ACRES ACCOUNT INFORMATION FORM

Date: 9/10/13

Project Sponsor: City of Long Branch

Municipality: City of Long Branch County: Ocean

Project Name: Boardwalk Repair Project Number: 1327-10-026

Bank Name and Address: Firststars Bank

169 Broadway

Long Branch NJ 07740

Bank Phone Number: 732-222-0556

Wire Transfer Number: \_\_\_\_\_

Bank Routing Number: 221 272 031

Bank Account Number: 500169901596

Bank Account Name (i.e. "Local Unit Green Acres Account"):

Long Branch City Park Account

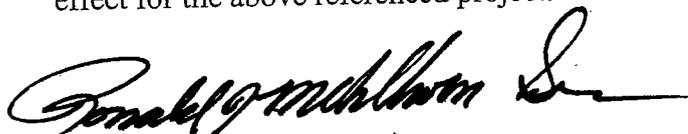
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GREEN ACRES PROGRAM

CERTIFICATION OF DEBT REPORTING

This shall certify that the City of Lone Branch in the County of Monmouth has filed its Supplemental Debt Statement, Revised Capital Budget and Bond Ordinance in accordance with the provisions of the Local Bond Law (NJSA 40A:2-1 *et seq.*) which reflect the Green Acres Project as listed below:

Project Name: Boardwalk Repair  
Green Acres #: 1327-10-026  
Sponsor: City Lone Branch  
Loan Amount: 160,000.00  
Total Project: 4,772,400.00  
Debt Ratio of Local Unit: 1.54 %

The execution of this form serves to certify that a Bond Ordinance and Supplemental Debt Statement has been prepared and approved by the State of New Jersey Department of Community Affairs, Division of Local Government Services. The Bond Ordinance is now in effect for the above referenced project.

  
Ronald J. Mehlhorn Sr., CFO  
Chief Financial Officer

  
Kathy Schmelz, BMC  
Clerk

Sept. 10, 2013  
Date

Sept. 10, 2013  
Date