

RESOLUTIONS ADOPTED BY THE CITY COUNCIL ON DECEMBER 10, 2013:

R300-13 RESOLUTION AUTHORIZING THE FORWARDING OF A DEFAULT LETTER PURSUANT TO A REDEVELOPERS AGREEMENT DATED JUNE 28, 2005

R301-13 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR CLAUDIUS AND HOANG RAPHAEL, AT PREMISES KNOWN AS 440 WILLOW AVENUE, IN THE CITY OF LONG BRANCH

R302-13 RESOLUTION APPROVING THE REAPPOINTMENT OF MICHAEL BLAND AS ALTERNATE 1 TO THE ZONING BOARD OF ADJUSTMENT

R303-13 RESOLUTION APPROVING THE REAPPOINTMENT OF LESLIE SCHNEIDER AS A MEMBER OF THE ZONING BOARD OF ADJUSTMENT

R304-13 RESOLUTION CONDITIONALLY-DESIGNATING SECOND AVENUE WAREHOUSE, LLC AS REDEVELOPER FOR 15-17 SECOND AVENUE IN THE BROADWAY GATEWAY SECTOR OF THE REDEVELOPMENT ZONE

R305-13 RESOLUTION DESIGNATING MARCELO GRUBERG AND ALEXANDER FRIDMAN AS REDEVELOPERS AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT

R306-13 RESOLUTION APPROVAL PAYMENT OF BILLS

R307-13 RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE, SURPLUS AND SUCH OTHER ACCOUNTS AS APPROPRIATE

R308-13 RESOLUTION 2013 BUDGET APPROPRIATION TRANSFERS

R309-13 RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY SOLID WASTE ADMINISTRATION 2013 RECYCLING TONNAGE GRANT \$45,000.00

R310-13 RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY DEPARTMENT OF LAW & PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE BODY ARMOR REPLACEMENT PROGRAM GRANT \$9,633.21

R# 300-13

**RESOLUTION AUTHORIZING THE FORWARDING OF A DEFAULT LETTER PURSUANT TO
A REDEVELOPERS AGREEMENT DATED JUNE 28, 2005**

WHEREAS, the City of Long Branch entered into a Redevelopment Agreement with Broadway Arts Center, LLC on June 28, 2005, for the redevelopment of a portion of the Broadway Corridor Redevelopment Zone, namely a portion of Broadway bounded on the East by Second Avenue and Union Avenue, and the South by Belmont Avenue, and the West by Liberty Street and Memorial Parkway on the North by Union Avenue; and

WHEREAS, in the last eight years, no redevelopment project has been started; and

WHEREAS, the City believes that numerous defaults have taken place under the Redevelopers Agreement; and

WHEREAS, the City wishes to notify the developer of the defaults pursuant to Section 5.9 and 5.10 of the Redevelopers Agreement in the form annexed hereto;

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 the same hereby is authorized to execute and deliver to the Redeveloper and all parties referenced in the Default Letter annexed hereto and made a part hereof.

MOVED: *Bastelli*
SECONDED: *Billings*
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-16-13
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 16th DAY OF December 2013
Kathy L. Schell

R# 301-13

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISCHARGE OF MORTGAGE FOR CLAUDIUS AND HOANG RAPHAEL, AT PREMISES KNOWN AS 440 WILLOW AVENUE, IN THE CITY OF LONG BRANCH.

WHEREAS, the City of Long Branch provided a mortgage in the amount of \$15,000.00 to Claudius and Hoang Raphael on May 25, 2005 which was recorded on September 12, 2005 in Mortgage Book OR-8494 at Page 3669; and

WHEREAS, said lien was made under a City of Long Branch RCA program; and

WHEREAS, pursuant to correspondence received from Tonya Medina, Housing Technician, of the Office of Community and Economic Development of the City of Long Branch, that Claudius and Hoang Raphael have satisfied the requirements provided to them by the RCA lien and by complying with the requirements the City of Long Branch is in a position and obligated to discharge the mortgage in the amount of \$15,000.00; and

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 the same hereby is authorized to execute the Discharge of Mortgage annexed hereto and made a part here of in the amount of \$15,000.00, in Mortgage Book OR-8494 at Page 3669 recorded September 12, 2005.

MOVED: Bustelli
SECONDED: Billings

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 12-10-13
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 December 2013
Kathy L. Schemel
Municipal Clerk

Discharge of Mortgage

A certain Mortgage dated **May 25, 2005**, was made by
Claudius and Hoang Raphael

to
City of Long Branch

This Mortgage was made to secure payment of \$ **15,000.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **September 12, 2005**, in Mortgage Book **OR-8494** on Page **3669**.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and CERTIFY to this Discharge of Mortgage on

Witnessed or Attested by: _____ (Seal)
Adam Schneider, Mayor

Kathy Schmelz, City Clerk (Seal)

STATE OF NEW JERSEY, COUNTY OF **MONMOUTH** SS:
I CERTIFY that on

Adam Schneider, Mayor
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.

Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF **MONMOUTH** SS:
I CERTIFY that on

Adam Schneider
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as **Mayor**

of **the City of Long Branch** the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:

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

Print name and title below signature

(For Recorder's Use Only)

R# 302-13

RESOLUTION APPROVING THE RE-APPOINTMENT
OF MICHAEL BLAND AS ALTERNATE 1 TO THE
ZONING BOARD OF ADJUSTMENT

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the reappointment of Michael Bland as an Alternate 1 member of the Long Branch Zoning Board of Adjustment for the term of January 1, 2014 through December 31, 2014.

SO MOVED: Bastelli

SECOND: Billings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 12-10-13
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 December 2013
Kathy L. Schemel
Municipal Clerk

R# 303-13

RESOLUTION APPROVING THE RE-APPOINTMENT
OF LESLIE SCHNEIDER TO THE
ZONING BOARD OF ADJUSTMENT

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve the reappointment of Leslie Schneider as a member of the Long Branch Zoning Board of Adjustment for the term of January 1, 2014 through December 31, 2017.

SO MOVED: Bastelli

SECOND: Billings

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 12-10-13
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 December 2013

Kathy L. Schemelz
MUNICIPAL CLERK, R.M.C.

R304-13

RESOLUTION EXTENDING CONDITIONAL REDEVELOPER DESIGNATION OF SECOND AVENUE WAREHOUSE, LLC AS REDEVELOPER FOR 15-17 SECOND AVENUE IN THE BROADWAY GATEWAY SECTOR OF THE REDEVELOPMENT ZONE

WHEREAS, Second Avenue Warehouse, LLC owns property located within the Broadway Gateway Sector of the Oceanfront-Broadway Redevelopment Area, located at 15-17 Second Avenue (the "Property"); and

WHEREAS, Second Avenue Warehouse, LLC has submitted a Request for Qualifications/Proposal for approval of a redevelopment project for the Property and has prepared and shown preliminary conceptual plans to the City for the development it envisions for the Property (the "Project Concept"); and

WHEREAS, the Project Concept has been reviewed by the City Redevelopment Agency consultants and staff, whom have determined the Proposed Project to be consistent with the goals and objectives of the Redevelopment Plan for Beachfront North; and

WHEREAS, Second Avenue Warehouse, LLC presented the Project Concept to the Council and the public on July 23, 2013; and

WHEREAS, the City finds the Project Concept generally consistent with the Redevelopment Plan goals and objectives; and

WHEREAS, the City and Second Avenue Warehouse, LLC wished to express their intent to work to refine and finalize the Project Concept and to enter into a redevelopment agreement governing the Project and to carry out and implement the Project Concept for the Property pursuant to such redevelopment agreement; and

WHEREAS, in order to facilitate such efforts the City, by Resolution R205-13, conditionally-designated Second Avenue Warehouse, LLC as the exclusive redeveloper for the Property for a period of one hundred and twenty (120) days and authorized the Redevelopment Committee to engage in negotiations of a redevelopment agreement with Second Avenue Warehouse, LLC; and

WHEREAS, pursuant to Resolution R205-13, if the Redevelopment Committee was unable to successfully negotiate a satisfactory redevelopment agreement within one hundred and twenty (120) day period, the City would determine whether to extend negotiations or cease negotiations and de-designate Second Avenue Warehouse, LLC as redeveloper for the Property; and

WHEREAS, the Redevelopment Committee has been working collaboratively with Second Avenue Warehouse, LLC to refine and improve the Project Concept and have been negotiating toward a redevelopment agreement for a project for the Property; and

WHEREAS, during this time Second Avenue Warehouse, LLC has made progress toward implementation of a project for the Property; and

WHEREAS, the Redevelopment Committee has advised that it believes the parties have made progress with respect to refinement of the Project Concept and toward the negotiation of a redevelopment agreement and recommends extending Second Avenue Warehouse, LLC's conditional-designation so that the parties may proceed with such efforts and negotiations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that Second Avenue Warehouse, LLC's conditional redeveloper designation be and hereby is extended for an additional one hundred and twenty (120) days and the Redevelopment Committee shall continue in negotiations of a redevelopment agreement.

BE IT FURTHER RESOLVED if the Redevelopment Committee is unable to successfully negotiate a satisfactory redevelopment agreement that meets all of the requirements and expectations of the Redevelopment Plan and the Committee, and any other requirements and expectations to reasonable assure the successful completion of the Project, and present such proposed redevelopment agreement to the Council within one hundred and twenty (120) days from the date hereof, the Redevelopment Committee shall, prior to the expiration of such one hundred and twenty (120) days, report the status of the negotiations to the Council and make recommendation to the Council, based upon which the Council shall determine, in its sole discretion, to either (a) extend the time for such negotiations for a reasonable period of time, if such extension is deemed likely to result in a satisfactory agreement, or (b) cease such negotiations and de-designate Second Avenue Warehouse, LLC as a conditional redeveloper for the Property.

MOVED: *Bastelli*
SECONDED: *Billings*

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KIMMY 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 10-10-13
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 December, 2013
[Signature]

R# 305-13

**RESOLUTION DESIGNATING MARCELO GRUBERG AND ALEXANDER FRIDMAN
AS REDEVELOPERS AND AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT AGREEMENT.**

WHEREAS, Marcelo Gruberg and Alexander Fridman (“Redevelopers”) own property located within the Beachfront North Sector of the Oceanfront Redevelopment Area, located at 90 Ocean Terrace and designated on the City of Long Branch Tax Map as Block 301, Lot 20 (the “Property”); and

WHEREAS, Redevelopers have proposed a plan for the redevelopment of the Property consisting of a three (3) unit multi-family residence (the “Project”); and

WHEREAS, Redevelopers have formed MBA Associates, LLC (“MBA”), of which Redevelopers are the sole members, to serve as the operating company to carry out the construction of 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, 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, Redevelopers provided project drawings, architectural renderings, and a site plan to the Mayor and Council and, on November 12, 2013, appeared before the Mayor and Council and the public and presented their proposal 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, subject to 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, subject to 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: *Bastelli*
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 *12-10-13*
IN WITNESS WHEREOF, I HAVE HEREONTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *10th* DAY OF *December*, 20 *13*
Kathy L. Schmeltz
MUNICIPAL CLERK, M.C.

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of December, 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 Marcelo Gruberg and Alexander Fridman with an address located at 1806 Bellmore Street, Oakhurst, New Jersey 07755 (hereinafter referred to collectively 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, Lot 20, located at 90 Ocean Terrace (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, N.J.S.A. 40A:12A-8 (e) and (f) authorize the City to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, on November 12, 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 Design Guidelines; and

WHEREAS, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective obligations of the Parties with regard to proceeding with the redevelopment of the Property, the subject of which is further defined in Exhibit A attached hereto.

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. The Project shall consist of the demolition of an existing structure and construction of a new three (3) unit residential building. The Project will be developed consistent with Exhibit A and 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. 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 specific design element details are not available and, therefore, not approved by the City as of the Effective Date, any Site Plan approval granted shall be conditioned upon City's subsequent approval of such design elements details.

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.

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

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

3.2 Application for Project.

(a) Application. Redeveloper shall submit to both the City and the Planning Board an application for approval of a proposed development pursuant to this Agreement (the “**Application**”).

(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 construction and maintenance of landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements.

(c) Redeveloper shall be responsible for the improvements to the landscaping fronting along Ocean Avenue, pursuant to and consistent with Exhibit A, and shall be responsible for the regular maintenance of such landscaping improvements in perpetuity.

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 ten thousand dollars (\$10,000.00), 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, upon execution of this Agreement, 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. Marcelo Gruberg and Alexander Fridman are New Jersey residents and the sole owners of the Property and the sole members of MBA Associates, LLC, the operating company formed by Redeveloper to carry out the construction of the Project, and are vested 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 persons executing this Agreement on behalf of Redeveloper has been duly authorized and empowered and this Agreement has been duly executed and delivered by Redeveloper and constitutes the valid and binding obligation of Redeveloper.

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

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

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

(g) Qualifications of Redeveloper. Redeveloper and/or its professional consultants and contractors are 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.

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

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

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

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

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

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

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

6.3 Redeveloper Declaration of Covenants.

(a) Redeveloper agrees to record, and provide a recorded copy to the City, a Declaration of Covenants and Restrictions (hereinafter referred to as the "Declaration"), with respect to the Property that shall run with the land to all subsequent holders of title, imposing upon said lands the agreements, covenants and restrictions required 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 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 Section 6(b)(i) shall remain in effect for twenty (20) years and the 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 thirty (30) days after receipt of written notice specifying such default, and demanding that same be remedied;

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

(c) Redeveloper shall fail to construct the Project pursuant to the Project Schedule in Exhibit B, subject to the occurrence of an Uncontrollable Circumstance and the provisions of this Agreement, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of ninety (90) days, unless such suspension arises out of an Uncontrollable Circumstance as set forth in this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the City to do so, or such longer period if incapable of cure within such thirty (30) day period and City agrees to extend such time to cure, provided that Redeveloper has commenced and is diligently prosecuting such cure; or

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

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

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

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

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

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

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

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

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 two million dollars (\$2,000,000.00) 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.

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 seven (7) years from the Effective Date, ("**Termination Date**"), except for those provisions which expressly survive termination.

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.

14.16 Joint and Several Liability- All persons or entities identified herein as “Redeveloper” and who execute this Agreement as Redeveloper shall be jointly and severally liable for the obligations hereunder and shall be jointly and severally liable for any default of such obligations hereunder.

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

MARCELO GRUBERG

Witness

ALEXANDER FRIDMAN

Witness

CITY OF LONG BRANCH

Kathy Schmelz, Municipal Clerk

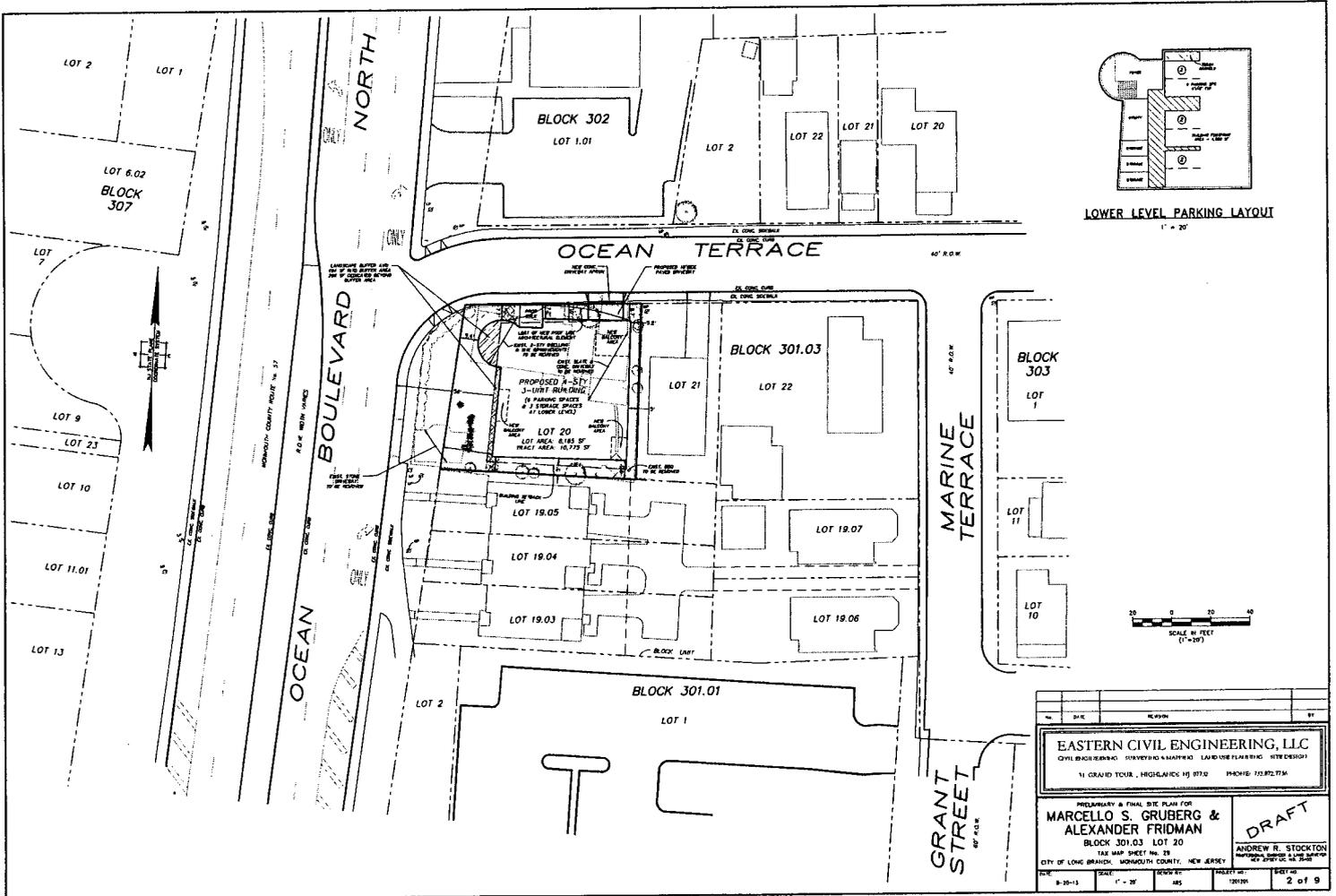
By:

Hon. Adam Schneider, Mayor

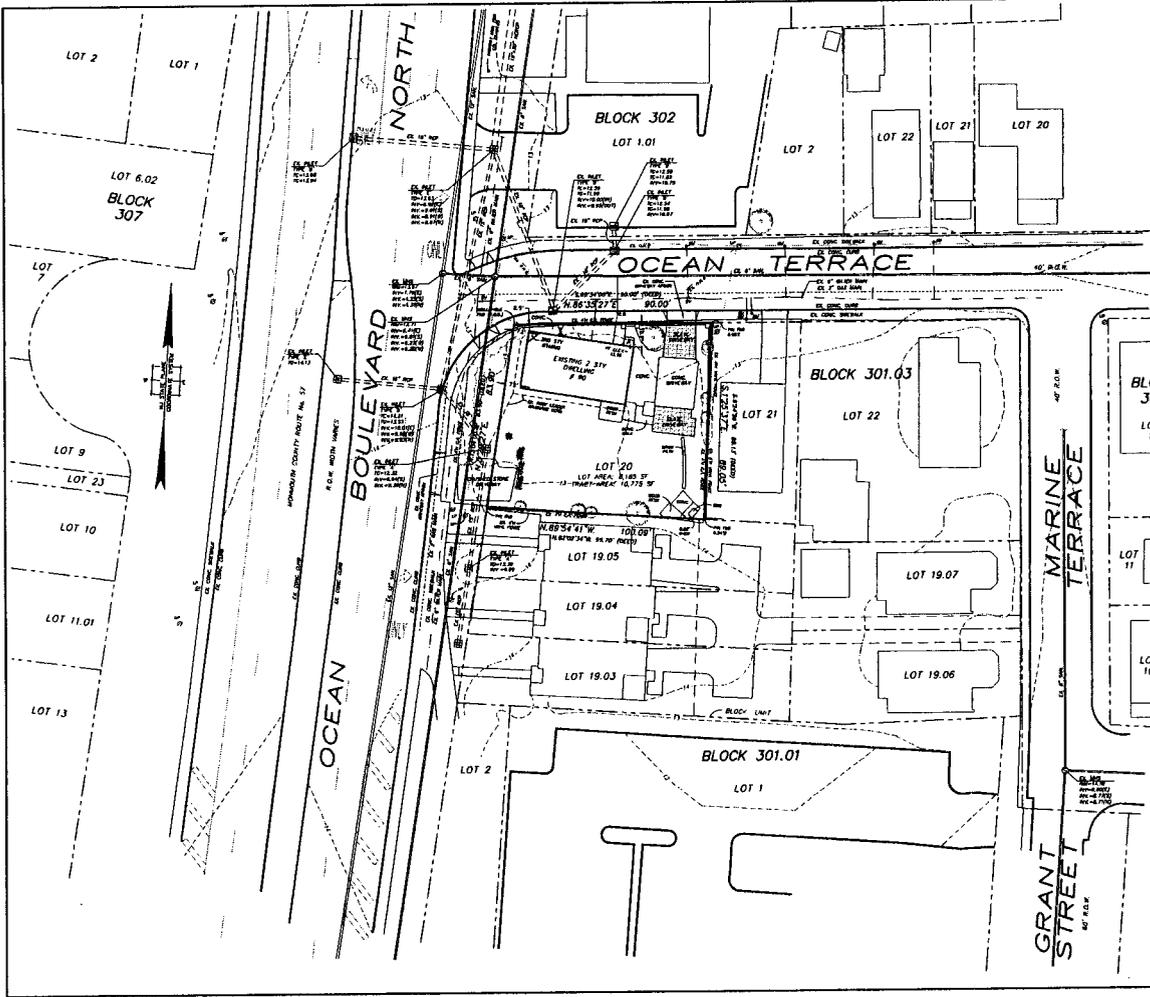
Exhibit List

- Exhibit A: Draft Site Plan, Project Drawings and Architectural Renderings**
Exhibit B: Project Schedule
Exhibit C: MBA Associates, LLC Certificate of Formation

EXHIBIT A
DRAFT SITE PLAN, PROJECT DRAWINGS AND ARCHITECTURAL RENDERINGS



NO.	DATE	REVISION	BY
EASTERN CIVIL ENGINEERING, LLC CIVIL ENGINEERING SURVEYING MAPPING LAND USE PLANNING SITE DESIGN 11 GRAND TOUR, HIGHLANDICK NJ 07730 PHONE: 732.872.7734			
PRELIMINARY & FINAL SITE PLAN FOR MARCELLO S. GRUBERG & ALEXANDER FRIDMAN BLOCK 301.03 LOT 20 TAX MAP SHEET NO. 28 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY			DRAFT ANDREW R. STOCKTON PROFESSIONAL LICENSE NO. 12-00000000
DATE: 8-16-13	SCALE: 1" = 20'	DRAWN BY: ARS	SHEET NO: 2 of 9

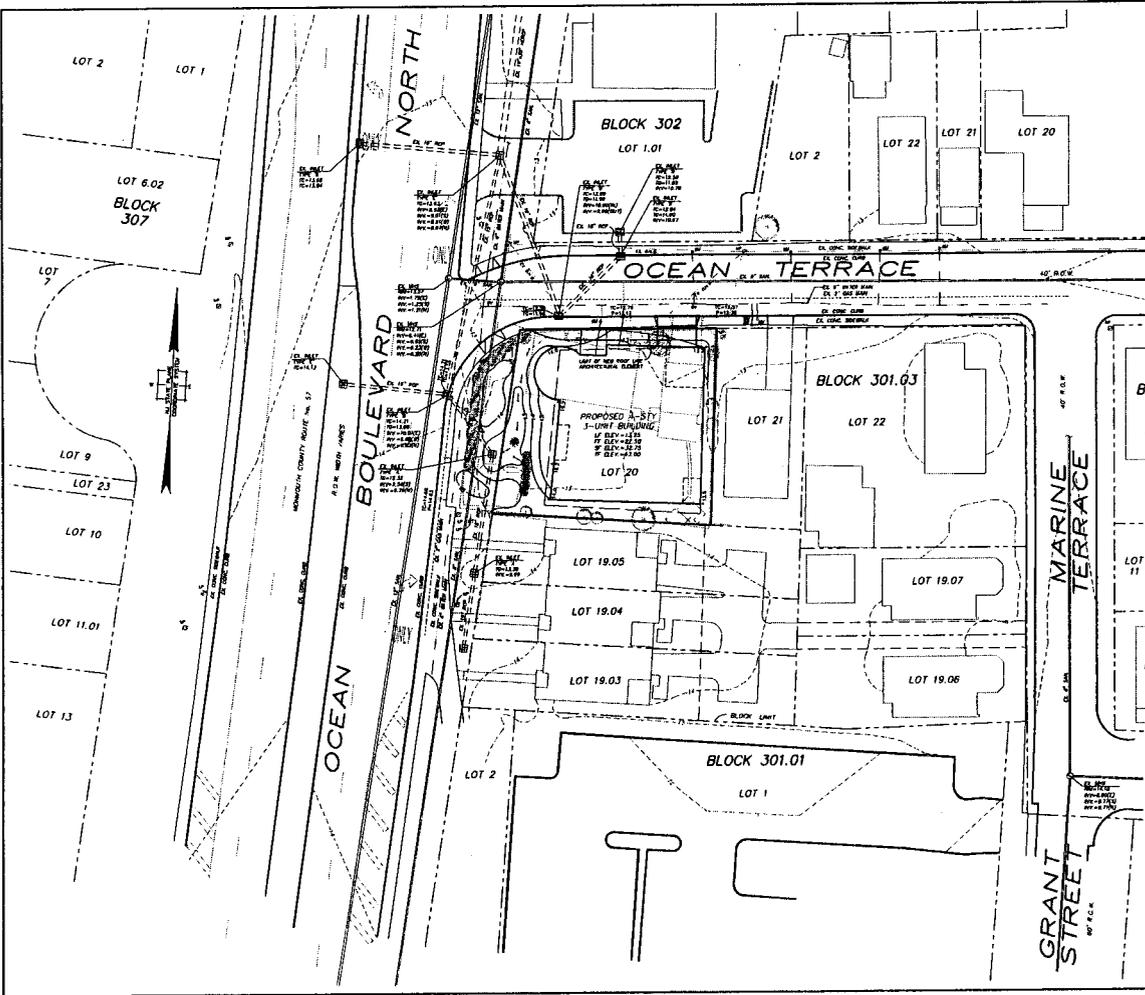


GENERAL NOTES

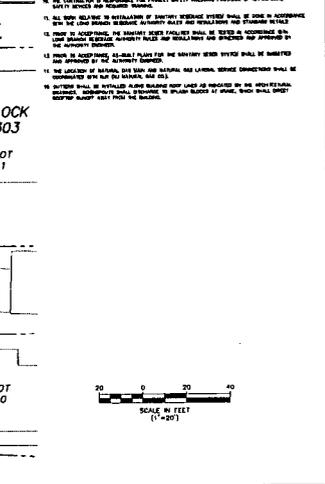
1. THE SUBJECT PROPERTY IS SHOWN AS LOT 20 IN BLOCK 301.03 AS SHOWN ON SHEET 20 OF THE SURVEY AND REFERENCED TO THE CITY OF LONG BRANCH, WASHINGTON COUNTY, NEW JERSEY, 1998. LOT AREA = 4,126 SQ. FT. (96.16' x 42.61'). TOTAL TRACT AREA = 1,274 SQ. FT.
2. OFFSET DISTANCES FROM EXISTING TYPICAL BUILDING TO TRACT BOUNDARIES SHALL NOT BE USED TO RE-ESTABLISH PROPERTY LINES.
3. ELEVATIONS SHOWN HEREIN REFER TO US IN AMERICAN VERTICAL DATUM OF 1988 (AVD88). ELEVATIONS AT TYPICAL CORNERS SHOWN ON LOCAL BOUNDARIES NEAR THE BOUNDARIES CORNER OF SUBJECT PROPERTY, NOT OF GREAT DIST. = 13.95 FT.
4. ALL DIMENSIONS WITH UNLESS NOTED OTHERWISE OF THE PROPERTY BOUNDARIES OF THE SUBJECT PROPERTY, BOUNDARIES AND THEIR OCCUPANCY SHALL BE WITHIN A TOLERANCE OF NOT MORE THAN ONE FOOT IN THE HORIZONTAL PLANE.
5. THERE ARE NO UNRECORDED EASEMENTS, OR FLOOD HAZARD AREAS ON THE WEST SIDE OF THIS MAP OF THE SUBJECT PROPERTY.

SURVEY REFERENCES:

1. MAP ENTITLED, "SURVEY OF PROPERTY BOUNDARIES IN CITY OF LONG BRANCH FOR MARCELLO S. GRUBERG & ALEXANDER FRIDMAN" PREPARED BY S.E. STOKTON & ASSOCIATES, INC. DATE: 1-14-1998.
2. MAP ENTITLED, "MAP OF NEW YORK, NEW JERSEY AND PENNSYLVANIA" PREPARED BY S.E. STOKTON & ASSOCIATES, INC. DATE: 1-14-1998.
3. MAP ENTITLED, "TRIAL MAP, THE MAP BLOCKS 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2



- UTILITY CONSTRUCTION NOTES**
1. PROVIDE ALL UTILITY SERVICES AS SHOWN IN THE EXISTING AND PROPOSED PLANS. ALL UTILITY SERVICES SHALL BE PROVIDED BY THE CITY OF LONG BRANCH. THE CITY OF LONG BRANCH SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITY SERVICES.
 2. PROVIDER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITY SERVICES.
 3. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 4. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 5. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 6. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 7. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 8. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 9. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 10. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 11. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 12. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 13. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 14. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 15. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 16. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 17. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 18. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 19. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.
 20. ALL UTILITY SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LONG BRANCH SPECIFICATIONS AND STANDARDS.



<p>EASTERN CIVIL ENGINEERING, LLC CIVIL ENGINEERING, SURVEYING, PLANNING, DESIGN, AND CONSTRUCTION SERVICES 11 GRANDVIEW, REGULATED BY 0732 (PHONE: 732.972.7130)</p>	
<p>GRAPHIC, DRAINAGE & UTILITY PLAN FOR MARCELLO S. GRUBERG & ALEXANDER FRIDMAN BLOCK 301.03 LOT 20 TAX MAP SHEET NO. 23 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY</p>	<p>DRAFT ANDREW R. STOCKTON REGISTERED PROFESSIONAL ENGINEER NO. 24387</p>
<p>DATE: 8-20-13</p>	<p>SCALE: 1" = 20'</p>
<p>SHEET NO. 4 OF 9</p>	<p>PROJECT NO. 130701</p>

PERMANENT SEEDING SPECIFICATIONS

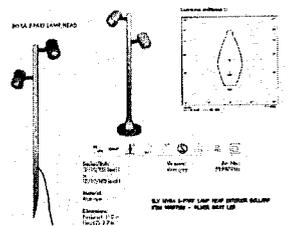
1. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
2. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
3. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
4. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
5. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
6. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
7. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
8. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
9. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
10. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

GENERAL PLANTING NOTES

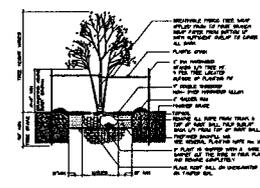
1. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
2. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
3. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
4. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
5. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
6. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
7. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
8. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
9. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
10. THE PLANTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

PLANT SCHEDULE

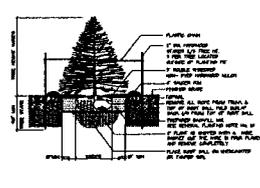
QTY	SYMBOL	CANONIC NAME	SYMBOLIC NAME	SIZE	COMMENTS
1	1	Platanus	Platanus	12"	Full Specimen
1	2	Quercus	Quercus	12"	Full Specimen
1	3	Prunella	Prunella	12"	Full Specimen
1	4	Amelanchier	Amelanchier	12"	Full Specimen
1	5	Malus	Malus	12"	Full Specimen
1	6	Malus	Malus	12"	Full Specimen
1	7	Malus	Malus	12"	Full Specimen
1	8	Malus	Malus	12"	Full Specimen
1	9	Malus	Malus	12"	Full Specimen
1	10	Malus	Malus	12"	Full Specimen
1	11	Malus	Malus	12"	Full Specimen
1	12	Malus	Malus	12"	Full Specimen
1	13	Malus	Malus	12"	Full Specimen
1	14	Malus	Malus	12"	Full Specimen
1	15	Malus	Malus	12"	Full Specimen
1	16	Malus	Malus	12"	Full Specimen
1	17	Malus	Malus	12"	Full Specimen
1	18	Malus	Malus	12"	Full Specimen
1	19	Malus	Malus	12"	Full Specimen
1	20	Malus	Malus	12"	Full Specimen
1	21	Malus	Malus	12"	Full Specimen
1	22	Malus	Malus	12"	Full Specimen
1	23	Malus	Malus	12"	Full Specimen
1	24	Malus	Malus	12"	Full Specimen
1	25	Malus	Malus	12"	Full Specimen
1	26	Malus	Malus	12"	Full Specimen
1	27	Malus	Malus	12"	Full Specimen
1	28	Malus	Malus	12"	Full Specimen
1	29	Malus	Malus	12"	Full Specimen
1	30	Malus	Malus	12"	Full Specimen
1	31	Malus	Malus	12"	Full Specimen
1	32	Malus	Malus	12"	Full Specimen
1	33	Malus	Malus	12"	Full Specimen
1	34	Malus	Malus	12"	Full Specimen
1	35	Malus	Malus	12"	Full Specimen
1	36	Malus	Malus	12"	Full Specimen
1	37	Malus	Malus	12"	Full Specimen
1	38	Malus	Malus	12"	Full Specimen
1	39	Malus	Malus	12"	Full Specimen
1	40	Malus	Malus	12"	Full Specimen
1	41	Malus	Malus	12"	Full Specimen
1	42	Malus	Malus	12"	Full Specimen
1	43	Malus	Malus	12"	Full Specimen
1	44	Malus	Malus	12"	Full Specimen
1	45	Malus	Malus	12"	Full Specimen
1	46	Malus	Malus	12"	Full Specimen
1	47	Malus	Malus	12"	Full Specimen
1	48	Malus	Malus	12"	Full Specimen
1	49	Malus	Malus	12"	Full Specimen
1	50	Malus	Malus	12"	Full Specimen
1	51	Malus	Malus	12"	Full Specimen
1	52	Malus	Malus	12"	Full Specimen
1	53	Malus	Malus	12"	Full Specimen
1	54	Malus	Malus	12"	Full Specimen
1	55	Malus	Malus	12"	Full Specimen
1	56	Malus	Malus	12"	Full Specimen
1	57	Malus	Malus	12"	Full Specimen
1	58	Malus	Malus	12"	Full Specimen
1	59	Malus	Malus	12"	Full Specimen
1	60	Malus	Malus	12"	Full Specimen
1	61	Malus	Malus	12"	Full Specimen
1	62	Malus	Malus	12"	Full Specimen
1	63	Malus	Malus	12"	Full Specimen
1	64	Malus	Malus	12"	Full Specimen
1	65	Malus	Malus	12"	Full Specimen
1	66	Malus	Malus	12"	Full Specimen
1	67	Malus	Malus	12"	Full Specimen
1	68	Malus	Malus	12"	Full Specimen
1	69	Malus	Malus	12"	Full Specimen
1	70	Malus	Malus	12"	Full Specimen
1	71	Malus	Malus	12"	Full Specimen
1	72	Malus	Malus	12"	Full Specimen
1	73	Malus	Malus	12"	Full Specimen
1	74	Malus	Malus	12"	Full Specimen
1	75	Malus	Malus	12"	Full Specimen
1	76	Malus	Malus	12"	Full Specimen
1	77	Malus	Malus	12"	Full Specimen
1	78	Malus	Malus	12"	Full Specimen
1	79	Malus	Malus	12"	Full Specimen
1	80	Malus	Malus	12"	Full Specimen
1	81	Malus	Malus	12"	Full Specimen
1	82	Malus	Malus	12"	Full Specimen
1	83	Malus	Malus	12"	Full Specimen
1	84	Malus	Malus	12"	Full Specimen
1	85	Malus	Malus	12"	Full Specimen
1	86	Malus	Malus	12"	Full Specimen
1	87	Malus	Malus	12"	Full Specimen
1	88	Malus	Malus	12"	Full Specimen
1	89	Malus	Malus	12"	Full Specimen
1	90	Malus	Malus	12"	Full Specimen
1	91	Malus	Malus	12"	Full Specimen
1	92	Malus	Malus	12"	Full Specimen
1	93	Malus	Malus	12"	Full Specimen
1	94	Malus	Malus	12"	Full Specimen
1	95	Malus	Malus	12"	Full Specimen
1	96	Malus	Malus	12"	Full Specimen
1	97	Malus	Malus	12"	Full Specimen
1	98	Malus	Malus	12"	Full Specimen
1	99	Malus	Malus	12"	Full Specimen
1	100	Malus	Malus	12"	Full Specimen



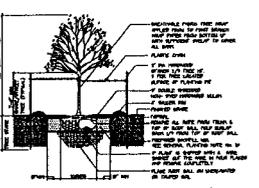
LIGHT FIXTURE DETAILS
NOT TO SCALE



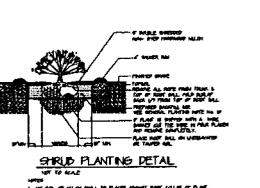
MULTI-STEM TREE PLANTING DETAIL
NOT TO SCALE



EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE



DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

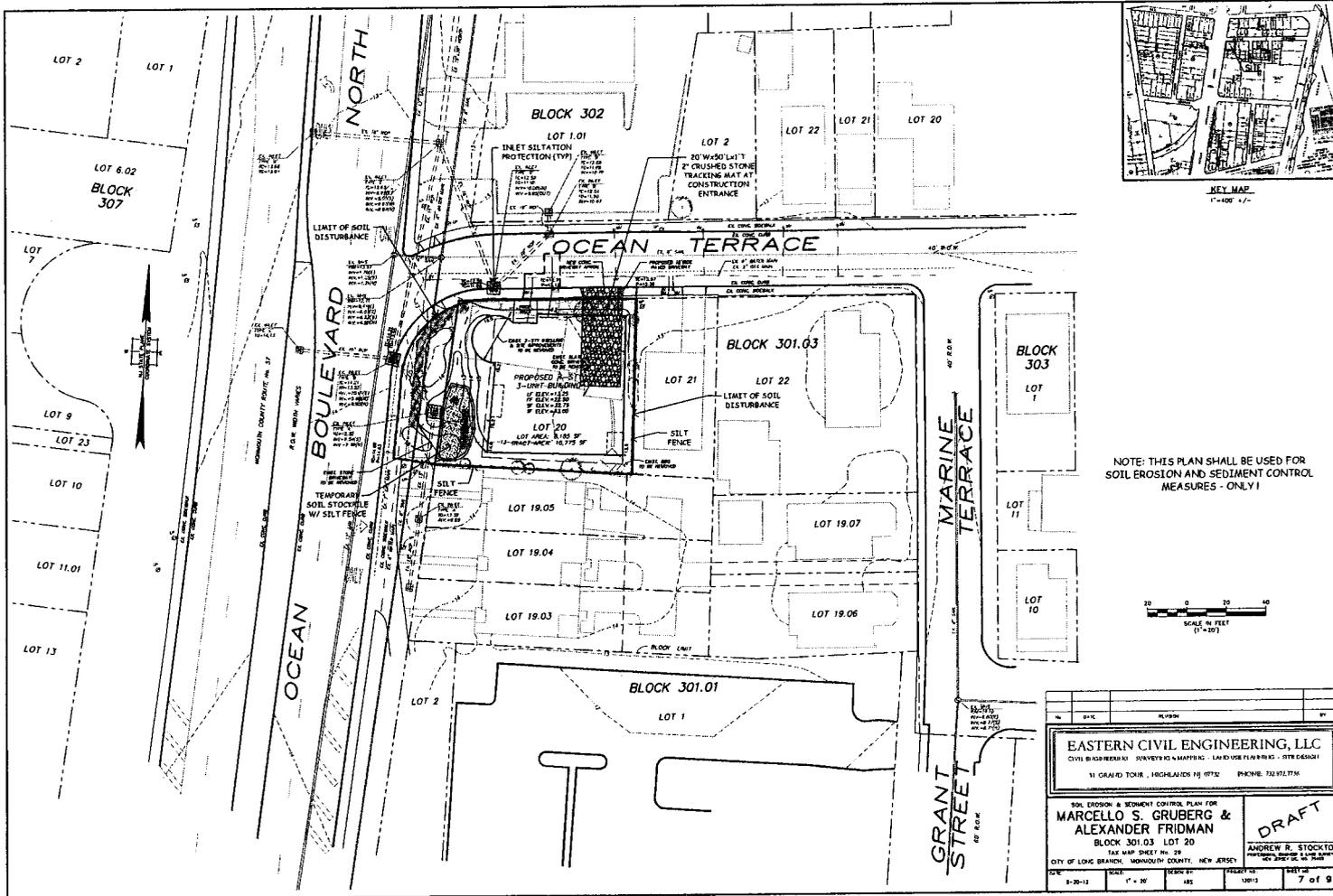


SHRUB PLANTING DETAIL
NOT TO SCALE

EASTERN CIVIL ENGINEERING, LLC
CIVIL ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE, SITE DESIGN31 GRAND TOWER, HIGHLANDS 19 07122 PHONE 732.972.7134

LANDSCAPING & LIGHTING NOTES AND DETAILS FOR
MARCELLO S. GRUBERG & ALEXANDER FRIDMAN
BLOCK 301.03 LOT 20
TAX MAP SHEET NO. 25
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY

DRAFT
ANDREW R. STOCKTON
PROJECT NO. 121201
DATE: 8-10-13 SCALE: AS SHOWN TISSOT: 1/1"=1'-0" SHEET: 5 of 9



NO.	DATE	BY	CHK'D

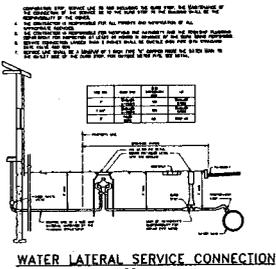
EASTERN CIVIL ENGINEERING, LLC
 CIVIL ENGINEERING SURVEYING MAPPING LAND USE PLANNING SITE DESIGN
 31 GRAND TOUR, BRIDGEPLAZA #10700 BRIDGE PLAZA, NJ 07003

SOIL EROSION & SEDIMENT CONTROL PLAN FOR
MARCELLO S. GRUBERG & ALEXANDER FRIDMAN
 BLOCK 301.03 LOT 20
 TAX MAP SHEET NO. 28
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY

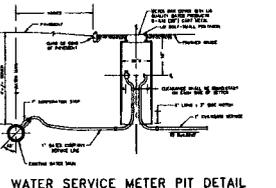
ANDREW R. STOCKTON
 PROFESSIONAL ENGINEER NO. 34,924

DRAFT

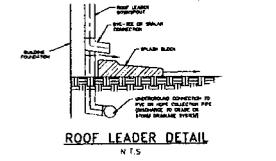
DATE	SCALE	PROJECT NO.	DATE	SHEET NO.
8-28-13	1" = 20'	185	12/13	7 of 9



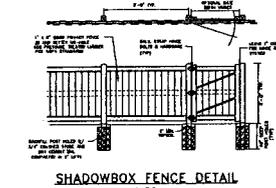
WATER LATERAL SERVICE CONNECTION
N.T.S.



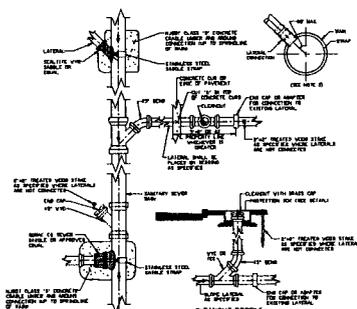
WATER SERVICE METER PIT DETAIL
N.T.S.



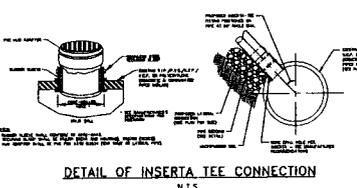
ROOF LEADER DETAIL
N.T.S.



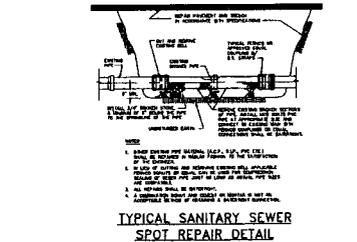
SHADOWBOX FENCE DETAIL
N.T.S.



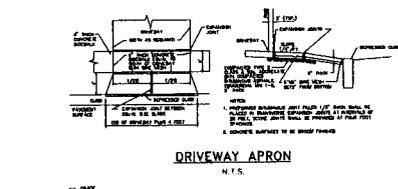
BRANCH AND LATERAL CONNECTION
N.T.S.



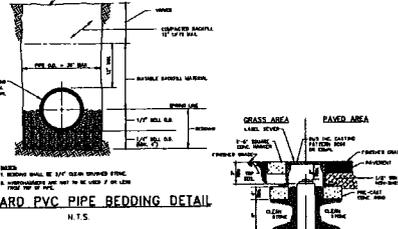
DETAIL OF INSERT TEE CONNECTION
N.T.S.



TYPICAL SANITARY SEWER SPOT REPAIR DETAIL
N.T.S.



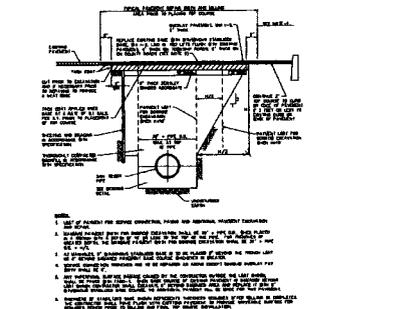
DRIVEWAY APRON
N.T.S.



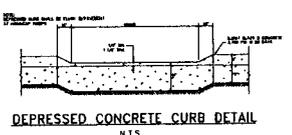
STANDARD PVC PIPE BEDDING DETAIL
N.T.S.



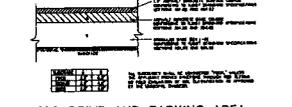
CLEAN-OUT PROTECTION BOX DETAIL
N.T.S.



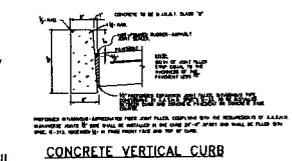
TRENCH AND PAVEMENT REPAIR DETAIL
N.T.S.



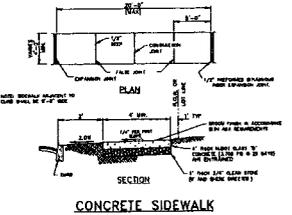
DEPRESSED CONCRETE CURB DETAIL
N.T.S.



ACCESS DRIVE AND PARKING AREA TYPICAL PAVEMENT SECTION
N.T.S.



CONCRETE VERTICAL CURB
N.T.S.



CONCRETE SIDEWALK
N.T.S.

NO.	DATE	REVISION	BY

EASTERN CIVIL ENGINEERING, LLC
CIVIL ENGINEERING SURVEYING MAPPING LAND USE PLANNING SITE DESIGN
11 GRAND TOUR - FARMINGTON CT 06030 PHONE 782.87.78

CONSTRUCTION DETAILS FOR
MARCELLO S. GRUBERG & ALEXANDER FRIDMAN
BLOCK 301.03 LOT 20
TAX MAP SHEET No. 29
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY

ANDREW R. STOCKTON
REGISTERED PROFESSIONAL ENGINEER
NO. 34202

DRAFT

DATE	SCALE	PROJECT NO.	SHEET NO.
8-28-13	AS SHOWN	130201	9 of 9

EXHIBIT B
PROJECT SCHEDULE

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

Milestone

Site Plan Approval

February 2014

**Obtain all other Governmental Approvals
And Construction Permits and
Commence construction**

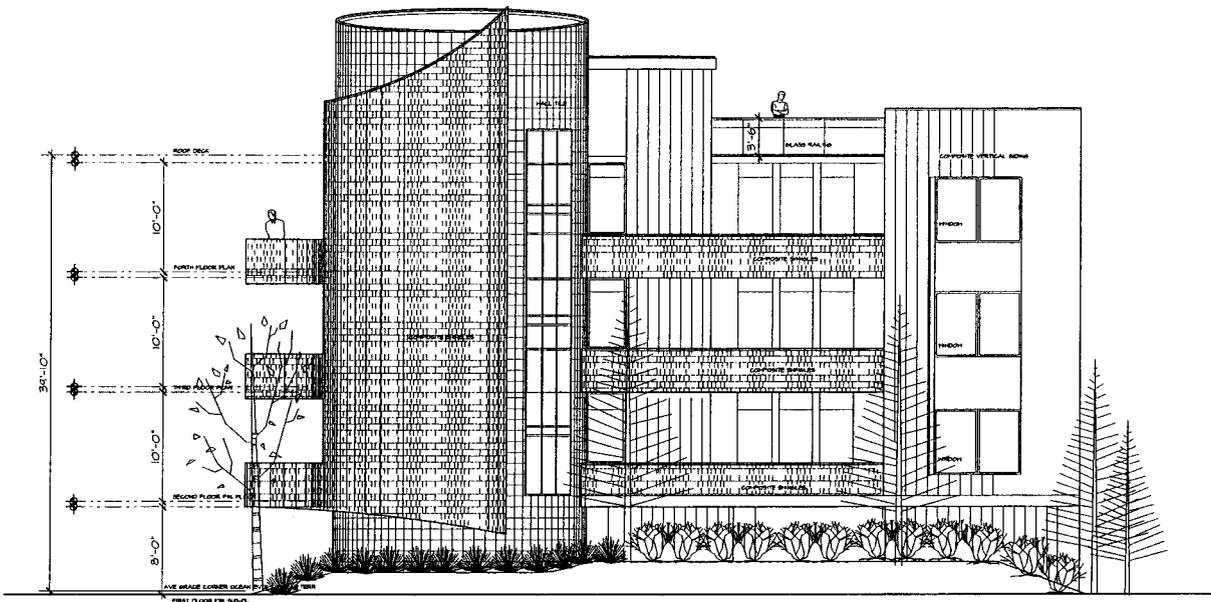
**Within (3) months of Site Plan
Approval**

Project Completion

**Within eighteen (18) months of
Commencement of Construction**

EXHIBIT C
MBA ASSOCIATES, LLC CERTIFICATE OF FORMATION

PROPOSED MULTY FAMILY
OCEAN TERRACE
 LONG BRANCH NJ.



VIEW FROM OCEAN BOULEVARD

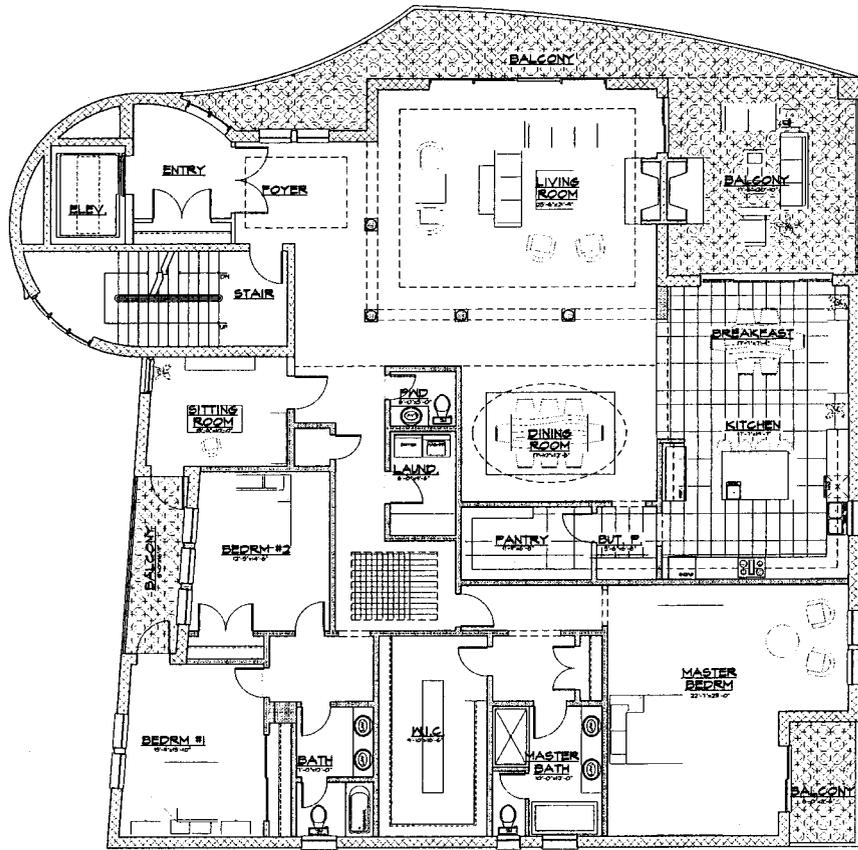
USE OF THIS DESIGN IS PROHIBITED WITHOUT WRITTEN
 CONSENT. DRAWINGS ARE NOT FOR CONSTRUCTION. © 2013
 MONTEFORTE ARCHITECTURAL, PLLC. 03013

MONTEFORTE
 ARCHITECTURAL, PLLC
 735 BIRCHMOUNT RD. SUITE C, OCEAN NJ 07712 (732) 896-1990

NEW 2 UNIT RESIDENTIAL BUILDING
ROZA GARDENS
 OCEAN TERRACE LONG BRANCH
 LOT 20 BLOCK 50

DATE: 11/18/13
 CHECKED BY: JLN
 DRAWN BY: JLN
 JOB NO.: 103-13
 DATE: 11/18/13

A101
 1913



SECOND THIRD AND FORTH FLOOR PLAN
1/4"=1'-0"

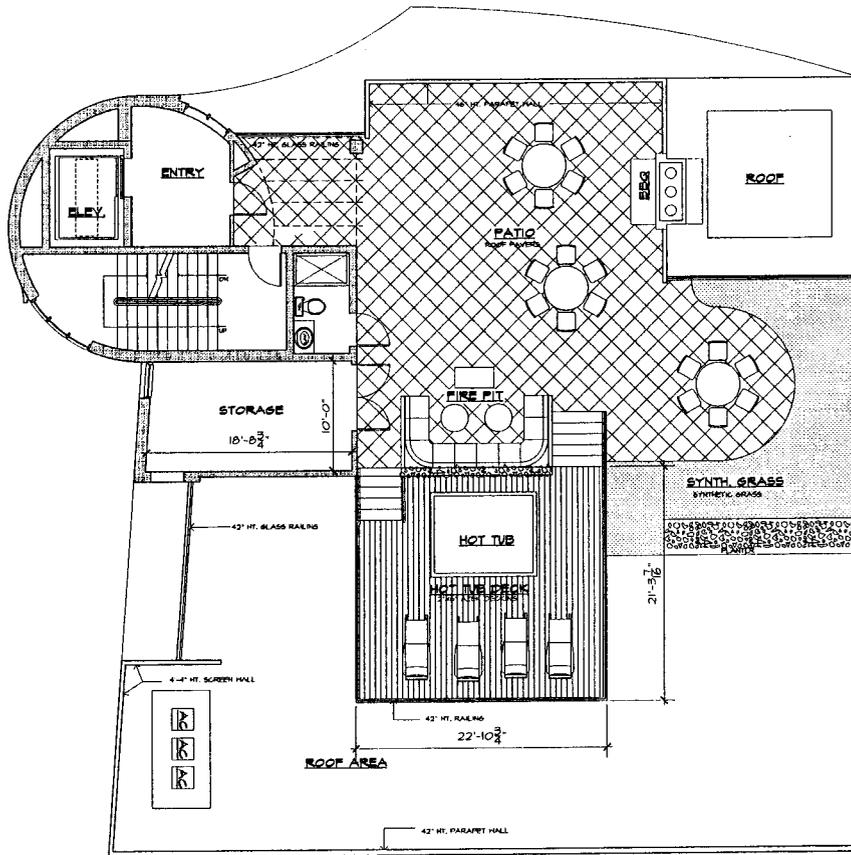
MONTEFORTE
 ARCHITECTURAL, INC.
 103 WEST 10TH STREET, SUITE C, OCEAN SPRING, FL 32957
 (813) 986-1000

NEW 3 UNIT RESIDENTIAL BUILDING
ROZA GARDENS
 OCEAN TERRACE LONG BRANCH
 LOT 20 BLOCK 50

DATE: 8/18/12
 DRAWN BY: J.M.
 CHECKED BY: J.M.
 JOB NO. 187-12
 SHEET 103 OF 104

103
 187-12

USE OF THIS DRAWING IS RESTRICTED TO THE PROJECT, PERIOD, LOCATION AND NOT FOR REPRODUCTION OR FOR ANY OTHER PROJECT. MONTEFORTE ARCHITECTURAL, INC. © 2012



ROOF TERRACE PLAN
1/4" = 1'-0"

USE OF THIS DRAWING IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT. ANY REVISIONS SHALL BE INDICATED BY A CIRCLED NUMBER AND DATE. THE ARCHITECT ASSUMES NO LIABILITY FOR CONSTRUCTION DEFECTS OR OMISSIONS. PROFESSIONAL ARCHITECTURAL SERVICES, INC. 1001

MONTEFORTE
 735 BUCKLEY ST. SUITE C OCEAN, NJ 07712 (732) 998-1700
 JAMES J. MONTFORTI, P.A., AIA
 1001 BUCKLEY ST. SUITE C OCEAN, NJ 07712 (732) 998-1700

NEA 3 UNIT RESIDENTIAL BUILDING
ROZA GARDENS
 OCEAN TERRACE LONG BRANCH
 LOT 20 BLOCK 30

NO. 104
 DATE: 9/18/13
 CHECKED BY: JAF
 JOB NO. 187.12
 DRAWN BY: JAF

A104
 10/1

R# 306-13

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: Bastelli
SECONDED: Billings
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Dec. 10, 2013
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 December, 2013
Kathy L. Schemel
MUNICIPAL CLERK, R.M. 6

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of December 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.R. Communications	Program & Set Up Repeater - DPW	3,305.20	
Allegra	Construction Code Forms - Building Dept.	581.00	
Ambassador Medical Services	Drug Testing - July / August 2013 - Human Services	41.50	
American Hose & Hydraulics Co.	Fittings & Hoses for Stock & Spreaders - DPW	1,169.88	
Angelo Ciaglia	Honorarium for Fire Chief - Fire Dept.	3,500.00	
Arbus, Maybruch & Goode	Legal Services Rendered - Planning Board Retainer - November 2013	500.00	Pymt #8
Auto Parts	Misc. Automotive Parts - October & November 2013 - DPW	2,651.60	
BCM Irrigation	Winterization of Various Parks - DPW	2,335.00	
Bergéy's Truck, Inc.	Misc. Parts - PW #188 - DPW	409.03	
Beyer-Warnock Fleet Sales & Service	Flashers for 2013 Dodge Charger - Police Dept.	101.25	
Bullet Lock & Safe Co.	(18) Keys - Police Dept.	504.00	
Career Development Institute	Registration for Seminar - 11/22/13 - T. Giordano - Health Dept.	149.00	
Catherine Barnett	Poetry Reading for Monmouth University Poetry Festival - L.B. Arts Council	500.00	
CDWG	Computer Equipment - Police Dept.	3,690.00	
Century Office Products, Inc.	Copier Maintenance - 9/15-12/15/13 - Building Dept.	537.00	
CF Assoc.	2014 Budget Update Edition - Finance Director	* 125.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 61,064.55	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 92,318.90	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 2,167.53	
City of Long Branch Clearing Account	Reimburse Clearing Account	* 907,443.58	
City of Long Branch Payroll Agency Account	DCRP Employer Match - November 2013	* 610.23	
City of Long Branch Payroll Agency Account	Payroll Dated 11/22/13	* 36,482.92	
City of Long Branch Payroll Agency Account	Payroll Dated 11/22/13	* 870,960.66	
Coast Hardware Co.	Misc. Hardware - DPW	25.63	
Collision Repair By Damiano	Towing - PD #16 - DPW	30.00	
Comcast Online	Internet Provider Service - 11/16-12/15/13 - IT-Administration/Police Dept.	* 268.73	
Conte's Car Wash, Inc.	Car Wash Contract - October 2013	684.25	
Cristina N. Lipski	Spanish Interpreting Services - July / October 2013 - Municipal Court	1,920.00	
DANY-NY/NJ HIDTA	(3) Registrations for Training Course - 12/5-12/6/13 - Police Dept.	* 120.00	
DiFrancesco, Bateman, Coley & Yospin	Legal Services Rendered - Tax Appeals - October 2013	4,847.05	Pymt #4
Edwards Tire Co.	Tires for Various Vehicles - DPW	1,617.28	
F & C Automotive Supply	Misc. Parts - PW #92 - DPW	197.89	
Fastenal Co.	Fittings for Spreaders - DPW	332.44	
Ford Motor Credit Co.	(1) Lease/Purchase Vehicle - January 2014	887.27	
Freehold Ford, Inc.	Misc. Parts - PD #48 - DPW	57.47	
G & M Trophy, Inc.	Badges & Tie Bars - Police Dept.	1,347.00	
Gannett Satellite Information Network, Inc.	Legal Ads - October 2013 - City Clerk's Office	1,649.50	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

General Dynamics OTS Simunition Operations	Registration for Training Course - 10/29-10/31/13 - CPL. S. Tomaine & SGT. M. Ahart - Police Dept.	590.00	
Great America Financial Services	Copier Lease - December 2013 - Various Depts.	1,043.57	*
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - West of Pier - October 2013	246.50	Pymt #4
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - General Redevelopment - October 2013	3,847.50	Pymt #4
Home Depot Credit Services	Various Building Materials - DPW	536.02	
Homefront Protective Group	(4) Registrations for Course - 5/22/13 - Police Dept.	160.00	
HRDirect	2014 Attendance Controller Cards & Binders - Personnel Dept.	398.51	
Hydrair, Inc.	Hydraulic Fittings for Plow/Spreaders - DPW	191.49	
Jamm Printing	Various Printed Forms - Various Depts.	962.00	
Jersey Central Power & Light	Utilities - Electric (Street Lighting Included) - 9/4-11/4/13 - Various Locations	54,378.17	*
Jersey Coast Fire Equipment	Fire Extinguishers Inspection Service - DPW	774.25	
Jersey Elevator Co.	Annual Pressure Test & Elevator Maintenance at City Hall - November 2013 - DPW	587.97	
Joseph Fazzio - Wall, LLC.	Misc. Parts - PW #128 & #240 - DPW	56.94	
Joseph Sirianni	Honorarium for 1st Assistant Fire Chief - Fire Dept.	1,000.00	
Kevin Stout	Honorarium for 2nd Assistant Fire Chief - Fire Dept.	1,000.00	
Leon S. Avakian, Inc.	Engineering Services Rendered - General - September / November 2013	4,477.50	Pymt #2
Leon S. Avakian, Inc.	Engineering Services Rendered - Lake Takanassee Dredging - June / September 2013	1,399.84	Pymt #2
Liberty Paper & Janitorial Supply	Janitorial Supplies for Senior Center & City Hall - DPW	1049.1	
Lukoil	Gasoline for Police Motorcycles - October 2013 - DPW	14.00	
Maaco Auto Painting & Body Works Center	Paint 2002 Ford Taurus - DPW	779.40	
Maria S. Febles	Spanish Interpreting Services - July / October 2013 - Municipal Court	2,340.00	
Mark White, Ph.D.	(2) Psychological Evaluations - Fire Dept.	1260	
Michael A. Irene, Jr., Esq.	Legal Services Rendered - Zoning Board Retainer - October 2013	500.00	Pymt #10
Michael Winnick	Reimbursement for Flags Purchased for Veteran's Day - Veterans/Administration	23.40	
Mid-Atlantic Fire & Air	Service Air Compressor - Fire Dept.	696.00	
Mid-Monmouth Mutual Aid Assoc. c/o Charles Bell	2013 Annual Dues & Dinner for (7) on 2/20/13 - Fire Dept.	450.00	
Monmouth County Police Academy	(4) Registrations for (2) Courses - 11/1 & 11/6-7/13 - Police Dept.	60.00	
Monmouth County Treasurer - Finance Dept.	Tipping Fees - October 2013 - DPW	75,843.29	
New Jersey American Water Co.	Utilities - Water - 10/4-11/7/13 - Various Locations	724.59	*
New Jersey Natural Gas	Utilities - Gas - 10/8-11/13/13 - Various Locations	5,640.90	*
NJAPZA c/o Bonnie Imposimato	Registration for Annual Luncheon - 11/20/13 - M. Bernich & M. Silva - Planning Dept.	100.00	
Office Concepts Group	Printer Cartridges - Fire Dept. / Police Dept.	488.86	
Otilia Silva	Portuguese Interpreting Services - July / October 2013 - Municipal Court	2,280.00	
Party Fair	Supplies for Thanksgiving Celebration - 11/20/13 - Senior Affairs	224.30	
Paul Conway Shields	Helmet Shields - Fire Dept.	822.40	
Provantage Corp.	Computer Equipment - Police Dept.	2,192.82	
Public Agency Training Council	Registration for Seminar - 11/4-11/6/13 - Ptl. D. Graminski - Police Dept.	295.00	
Quality Communications Systems	Equipment for (3) 2013 Dodge Chargers - Police Dept.	5,142.69	
Quality Rebuilders	Rebuild Alternator - PW #111 - DPW	165.00	
R & H Spring & Truck Repair, Inc.	Springs for Sanitation #100 & Senior Van - DPW	648.62	
Red The Uniform Tailor	Mourning Bands & Trousers for Ptl. Yoo - Damaged on Duty - Police Dept.	248.50	
Riggins, Inc.	Diesel Fuel - Delivered on 11/7/13 - DPW	13,642.24	
Safeguard Document Destruction, Inc.	Shredding Day at Senior Center - 11/09/13 - DPW	400.00	
Saker Shoprites, Inc.	Food for Various Events in November 2013 - Senior Affairs	228.55	
Scoles Floorshine Industries	Janitorial Supplies for City Hall & Senior Center - DPW	189.88	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Sea Coast Chevrolet, Inc.	Replaced Rear Tires - PD #4 - DPW	400.00	
Seaboard Welding Supply, Inc.	Welding Supplies & Industrial Gases - October 2013 - DPW	99.75	
Shared Solutions & Services, Inc.	Telephone Maintenance at City Hall & Senior Center - October 2013 / January 2014	3,923.65	
Sharp Electronics Corp. c/o Shore Business Solutions	Copier Rental - November 2013 - Recreation Dept.	198.05	
Siperstein's	Paint for City Hall - DPW	100.74	
Skip's Sports	(9) Jackets - OEM	366.00	
Softtime Techniques, Inc.	Computer Software Upgrade - DPW	1,045.00	
Specialty Graphics	2013 Initial Uniform Allowance - DPW	253.00	
Stavola Asphalt Co.	Road Materials to Repair Pot Holes - DPW	266.68	
Stewart & Stevenson Power Products, LLC.	Control Switch - Sanitation #30 - DPW	106.90	
T.Y.G. Productions	Videography - August 2013 - Administration	1,300.00	
The Link News	Calendar/Legal Ads - September 2013 - City Clerk's Office	2,013.38	
Thompson Design Group, Inc.	Professional Services Rendered - General - November 2013	1,603.71	Pymt #5
Toshiba Business Solutions	Ribbon for ID Card System - Police Dept.	725.00	
Trap Rock Industries, LLC.	Stone - Delivered Across from 762 Hoey Avenue - DPW	1,048.87	
Tuzzio's	Food for Youth Soccer Awards Event - 11/9/13 - Recreation Dept.	560.00	
U.S. Municipal Supply, Inc.	Chains & Bearings for Spreaders - DPW	2,390.28	
Vantage Point R.E. Dev. Mgmt., LLC	Professional Services Rendered - General Redevelopment - October 2013	6,266.25	Pymt #2
Verizon	Utilities - Telephone - Bill Dated 11/11/13 - Various Locations	320.89	*
W.B. Mason Co.	Various Office Supplies - Various Depts.	941.31	
W.H. Potter & Son, Inc.	Chain Saw - DPW	46.49	
W.W. Grainger, Inc.	Disposable Coveralls - DPW	187.80	

TOTAL CURRENT

2,217,395.89

City of Long Branch Clearing Account	Reimburse Clearing Account	78,665.88	*
Fabco, Inc.	Transportation & Disposal of Petroleum Impacted Soil	1,430.00	
Fiore Paving Co.	Improvements to Bath Avenue - May / October 2013	33,460.97	Pymt #4
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - October 2013	1,980.00	Pymt #4
Home Depot Credit Services	Various Building Materials for Police Dept. Renovations	3,156.24	
Leon S. Avakian, Inc.	Engineering Services Rendered - Oceanfront Properties South of Lake Tak. - Sept. / Nov. 2013	4,880.00	Pymt #2
Lowe's	Materials for Police Dept. Renovations	167.50	
Marjam Supply Co.	Materials for Police Dept. Renovations	1,819.86	
Scoles Floorshine Industries	Janitorial Supplies for Police Dept. Renovations	488.46	
W.B. Mason Co.	Wall Clocks for Police Dept. Renovations	73.12	
W.W. Grainger, Inc.	Misc. Supplies for Police Dept. Renovations	121.28	

TOTAL CAPITAL

126,243.31

City of Long Branch Clearing Account	Reimburse Clearing Account	5,272.60	*
City of Long Branch Clearing Account	Reimburse Clearing Account	1,838.56	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,055.89
City of Long Branch Payroll Agency Account	Payroll Dated 11/22/13	*	503.10
City of Long Branch Payroll Agency Account	Payroll Dated 11/22/13	*	6,552.79
Conte's Car Wash, Inc.	Car Wash Contract - October 2013		11.50
Lou's Uniforms	Uniform for Animal Control Officer M. Lograsso - Health Dept.		329.97
Red Bank Veterinary Hospital	Emergency Veterinary Services - January / December 2012	*	1,838.56

TOTAL DOG			<u>23,402.97</u>
------------------	--	--	-------------------------

Amsterdam Printing & Litho Co.	Promotional Items (Pocket Calendars) for Conferences/League of Municipalities - Community Dev.		2,910.63
C.J. Productions	Videography - 8/11 & 8/25/13 - Community Dev.		800.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	161.77
City of Long Branch Clearing Account	Reimburse Clearing Account	*	12,604.45
City of Long Branch Clearing Account	Reimburse Clearing Account	*	112.62
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,240.46
City of Long Branch Payroll Agency Account	Payroll Dated 11/22/13	*	448.84
City of Long Branch Payroll Agency Account	Payroll Dated 11/22/13	*	5,791.62
Conte's Car Wash, Inc.	Car Wash Contract - October 2013		5.75
Great America Financial Services	Copier Lease - December 2013 - Community Dev.	*	112.62
New Jersey Natural Gas	Utilities - Gas - 10/8-11/13/13 - CDBG	*	161.77
NJ State League of Municipalities	(4) Registrations for League Luncheon - 11/21/13 - Community Dev.		160.00
The Central Jersey Club of the NANBPWC, Inc.	Full Page Ad in Journal for Annual Founders' Day Awards Celebration - Community Dev.		100.00
W.B. Mason Co.	Office Supplies - Community Dev.		64.80
W.W. Grainger, Inc.	Various Items to Upgrade & Secure Lights & Decorations Around the City - Community Dev.		249.99

TOTAL HUD			<u>29,925.32</u>
------------------	--	--	-------------------------

Actlien Holding, Inc.	Tax Sale Premium	*	400.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,483.96
City of Long Branch Clearing Account	Reimburse Clearing Account	*	400.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	26,187.28
City of Long Branch Payroll Agency Account	Unemployment - November 2013	*	156.43
City of Long Branch Payroll Agency Account	Payroll Dated 11/22/13	*	505.61
City of Long Branch Payroll Agency Account	Payroll Dated 11/22/13	*	25,681.67
Guy T. O'Donnell, Esq.	Assigned Council - St. vs. Velasquez - Municipal Court		200.00
JNH Funding Corp.	Tax Sale Premiums	*	2,400.00
New Jersey Natural Gas	Utilities - Gas - 10/8-11/13/13 - UEZ/CDBG	*	83.96
Robert Witek, Esq.	Assigned Council - St. vs. Miller - Municipal Court		200.00

TOTAL TRUST			<u>58,698.91</u>
--------------------	--	--	-------------------------

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 307-12

**RESOLUTION
AUTHORIZING THE DIRECTOR OF FINANCE TO CANCEL
GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE,
SURPLUS AND SUCH OTHER ACCOUNTS AS APPROPRIATE**

WHEREAS, the Director of Finance has informed the City Council of the need to cancel grant appropriations and grants receivable prior to year end, and

WHEREAS, the grants balances contained on the attached sheet, made a permanent part hereto, are complete and the appropriation balances no longer needed to be maintained on the books and records of the City of Long Branch, and,

WHEREAS, the Director of Finance recommends that the adjustments contained on the attached sheet be made to the books and records of the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, that the adjustments, appearing on the attached sheet, being a permanent part hereto, are hereby made.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMLZ, 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 12-10-13
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 December 2013
Kathy L. Schmelz

DECEMBER 2013

YR	G.L. A/C	TITLE	APPROPRIATION BALANCE	CANCEL APPROP.	RECEIVABLE BALANCE	CANCEL RECEIVABLE	RECEIVABLE BALANCE AFTER CANCE	DR / (CR) RESULTS OF OPERATIONS
12	50	UEZ SECURITY	5,701.29	5,701.29	5,701.29	5,701.29	0.00	
12	68	UEZ MARKETING & BUSINESS DEV. 2012	23,518.06	23,518.06	23,518.06	23,518.06	0.00	
11	68	UEZ MARKETING	37,647.41	37,647.41	37,647.41	37,647.41	0.00	
11	46	SAFE & SECURE	421.00	421.00	421.00	421.00	0.00	
12	44	UEZ ADMIN 2012-13	5,038.85	5,038.85	5,038.85	5,038.85	0.00	
08	23	DOT GRANT -THIRD AVE PHASE III	49,244.58	49,244.58	49,244.58	49,244.58	0.00	
07	23	DOT GRANT -THIRD AVE PHASE II	46,758.07	46,758.07	46,758.07	46,758.07	0.00	
12	25	SENIOR CITIZENS 2012	28,656.44	28,656.44	0.00	0.00	0.00	(28,656.44)
			196,985.70	196,985.70	168,329.26	168,329.26	0.00	(28,656.44)

R# 308-13

RESOLUTION
2013 BUDGET APPROPRIATION TRANSFERS

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

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

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

OFFERED: Bastelli
SECOND: Billings
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 12-10-13
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 December 2013
Kathy L. Schmelz
MUNICIPAL CLERK, ETC.

2013 Budget Appropriations Transfers

TRANSFERS
12/10/2013

Transfers "To"

a) Operations - within "CAPS"

Office of the City Clerk	
Salaries and Wages	2,500.00
Division of Accounts and Control	
Salaries and Wages	2,000.00
Division of Street Construction & Maintenance	
Salaries and Wages	8,000.00
Other Expenses	15,000.00
Municipal Garage	
Salaries and Wages	4,000.00
Disposal Costs (Sanitation and Recycling)	
Other Expenses	115,000.00
Police Dispatch	
Salaries and Wages	3,000.00
School Traffic Guards	
Salaries and Wages	6,000.00
Division of Fire	
Salaries and Wages	6,000.00
Other Expenses	10,000.00
Division of Fire	
Uniform Fire Safety	
(Chapter 383, P.L. 1983)	
Other Expenses	1,000.00
Office of the Construction Code Official	
Salaries and Wages	3,000.00
Office of Planning	
Salaries and Wages	2,000.00
Municipal Court	
Salaries and Wages	1,500.00
Unclassified:	
Utilities:	
Telephone	15,000.00
Total Transfers "To"	<u>194,000.00</u>

2013 Budget Appropriations Transfers

TRANSFERS
12/10/2013

Transfers "From"

Insurance

Employee Group Health	(50,000.00)
Health Benefit Waiver	(10,000.00)

Municipal Garage

Other Expenses	(10,000.00)
----------------	-------------

Division of Parks

Salaries and Wages	(32,000.00)
--------------------	-------------

Utilities:

Electricity	(50,000.00)
Natural Gas	(7,000.00)
Street Lighting	(25,000.00)
Water	(10,000.00)

Total Transfers "From"	<u>(194,000.00)</u>
-------------------------------	----------------------------

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40AA-87 I hereby certify that the following resolution has been duly adopted by the

governing body of- City of Long Branch
Name of Municipality

[Signature]
Clerk's Signature Deputy Clerk

I hereby certify the City of Long Branch
Name of Municipality

has realized or is in receipt of written notifica-

tion of the state or federal monies cited in the following resolution, which meets all statutory

requirements and will be included in the 2013 municipal budget.
Year

[Signature]
Signature, Chief Financial Officer

Resolution Number: 309-13

Date of Adoption: December 10, 2013

Revenue Title: State of NJ, Solid Waste Administration, Recycling Tonnage Amount: \$ 45,000.00

Appropriation Title: State of NJ, Solid Waste Administration, Recycling Tonnage Amount: \$ 45,000.00

Local Match - Source: _____ Amount: \$ _____

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: _____
Duly Appointed Designee Date Certified

THIS CERTIFICATION FORM MAY BE REPRODUCED
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

FOR DCA USE ONLY	
Municode:	_____
Doc. No.	_____

R# 31013

**RESOLUTION – SPECIAL ITEM OF REVENUE
STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
BODY ARMOR REPLACEMENT PROGRAM GRANT
\$9,633.21**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2013 in the amount of \$9,633.21 which item is now available from the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Body Armor Grant Fund, and,

BE IT FURTHER RESOLVED that a like sum of \$9,633.21 is hereby appropriated under the caption of:

State of New Jersey
Department of Law & Public Safety
Division of Criminal Justice
Body Armor Replacement Program \$9,633.21

BE IT FURTHER RESOLVED that the City Clerk forward two (2) copies of the required Department of Community Affairs form requesting permission of the Director for the inclusion of the above referenced items.

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KEITH L. SCHWELZ, 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 12-10-13
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND APPLIED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 11th DAY OF December 2013
Keith L. Schwelz
MUNICIPAL CLERK, N.J.S.C.

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40AA-87 I hereby certify that the following resolution has been duly adopted by the governing body of- City of Long Branch

Name of Municipality

[Signature]
Clerk's Signature Deputy Clerk

I hereby certify the City of Long Branch has realized or is in receipt of written notification of the state or federal monies cited in the following resolution, which meets all statutory requirements and will be included in the 2013 municipal budget.

Year

[Signature]
Signature, Chief Financial Officer

Resolution Number: R310-13

Date of Adoption: December 10, 2013

Revenue Title: State of NJ, Division of Criminal Justice, Body Armor Replace Amount: \$ 9,633.21

Appropriation Title: State of NJ, Division of Criminal Justice, Body Armor Replace Amount: \$ 9,633.21

Local Match - Source: _____ Amount: \$ _____

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: _____
Duly Appointed Designee Date Certified

THIS CERTIFICATION FORM MAY BE REPRODUCED
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

FOR DCA USE ONLY	
Municode:	_____
Doc. No.	_____