

**REGULAR MEETING MINUTES
TOWNSHIP COUNCIL – TOWNSHIP OF OCEAN**

OCTOBER 1, 2015**OAKHURST, NEW JERSEY**

The Regular Meeting of the Township Council was held in the Public Meeting Room, First Floor, 399 Monmouth Road, Oakhurst, NJ 07755 at 7:00 p.m.

Present: Mayor Siciliano
Councilmember(s) Long and Schepiga

Absent: Deputy Mayor Garofalo
Councilmember Acerra

Others: Martin J. Arbus, Esq., Township Attorney
Andrew Brannen, Township Manager
Vincent Buttiglieri, Township Clerk

Statement of Compliance with the Open Public Meetings Act:

Mayor Siciliano announced that the notice requirements of the Open Public Meetings Act for this meeting have been satisfied; a copy of the Meeting Notice was sent to the Asbury Park Press and The Coaster, posted in Town Hall and filed in the Office of the Township Clerk on December 30, 2014.

NOTICE:

All cell telephones must be turned off. If you need to make a call, please make your call outside the meeting room.

COUNCIL COMMENTS:

Councilmember Schepiga announced that Louie Della won the Meatball Throw-down at FallFest.

Councilmember Long, reported Human Services will once again be collecting donations and non-perishable food products for the holiday season. Councilmember Long expressed his gratitude for the continued generosity that the residents always exhibit to those less fortunate. All donations must be received by November 2, 2015.

Mayor Siciliano reported he attended an emergency preparedness meeting earlier that day to discuss the Township's plans concerning the possible arrival of Hurricane Joaquin. Mayor Siciliano stated that the Township is prepared to deal with this emergency event.

The following did not issue a Report:

Andrew Brannen, Township Manager
Martin J. Arbus, Township Attorney

PROCLAMATION:

Sterns Rental Corporation

Mayor Siciliano introduced Michael Giancone, owner, to accept this Proclamation.

Mayor Siciliano expressed the Township's gratification to Mr. Giancone for the generous help that Sterns Rental Corporation always exhibits in a time of crises. Mayor Siciliano elaborated further by explaining that Sterns rental has been gracious enough to donate trailers during the Poplar Village floods and the more recent fire at Twin Brook apartment complex.

STERNS RENTAL CORPORATION

WHEREAS, on August 4, 2015, a fire destroyed 12 units at the Twinbrook Village apartment complex in the Township of Ocean displacing 32 people; and

WHEREAS, those devastated by this fire were in desperate need of basic necessities including clothing and furniture; and

WHEREAS, Sterns Rental Corporation, a 65- year old corporation that employs 16 people at their Farmingdale, New Jersey location, stepped up in a big way to assist the victims by donating a 45-foot storage trailer to be used to house donations that were going to be coming in quickly; and

WHEREAS, the vast amount of donations received by the Township have assisted the victims in putting their lives back together, and that would not have been possible without the unbelievably generous donation of that trailer by Sterns Rental Corporation; and

WHEREAS, Sterns Rental Corporation has always demonstrated an unwavering commitment to provide assistance to those residents who are dealing with any hardship, including these victims as well as the residents of Poplar Village who were displaced as a result of the floods of 2006;

*NOW, THEREFORE, I, Christopher P. Siciliano, Mayor of the Township of Ocean, along with the entire Governing Body, do hereby recognize the invaluable assistance given by **STERNS RENTAL CORPORATION** during the Twinbrook Village apartment complex fire of 2015 as well as the devastation experienced as a result of the flood of 2006 and we wish them continued success for many more years to come.*

Fire Prevention Week – October 4-10, 2015

Mayor Siciliano commended all our volunteer firefighters who donate their time to keep our residents safe.

WHEREAS, the Township of Ocean, County of Monmouth, is committed to ensuring the safety and security of all those living in and visiting the Township of Ocean; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk to fire; and

WHEREAS, home fires killed more than 2,755 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to more than 369,500 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, in one-fifth of all homes with smoke alarms, none were working; and

WHEREAS, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

WHEREAS, half of home fire deaths result from fires reported at night between 11 p.m. and 7 a.m. when most people are asleep; and

WHEREAS, Township of Ocean residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of their home; and

WHEREAS, Township of Ocean residents should install smoke alarms and alert devices that meet the needs of people who are deaf and hard of hearing; and

WHEREAS, Township of Ocean residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Township of Ocean residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2015 Fire Prevention Week theme, "Hear the Beep Where You Sleep. Every Bedroom Needs a Working Smoke Alarm!" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

NOW, THEREFORE, BE IT PROCLAIMED, I Christopher P. Siciliano, Mayor of the Township of Ocean, along with the entire Governing Body, do hereby proclaim October 4-10, 2015 as

Fire Prevention Week

throughout the Township of Ocean, and I urge all people of the Township to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, including the basement and to support the many public safety activities and efforts of the Township of Ocean's fire and emergency services during Fire Prevention Week 2015.

Mayor's Statement: Public Portion of any Questions as to Resolutions

The purpose of this public portion is solely to ask questions to understand Resolutions and Vouchers that appear on this Agenda and is not an occasion for a public hearing on an Ordinance. All questions not related to an item on this Agenda should be asked during the Public Comments portion at the conclusion of the meeting.

Public Questions on Resolutions:

There were no questions at this time.

15-179 Authorize the Acceptance of a Performance Guarantee for the following:

a. Block 17.01, Lot 8 - 107 Adams Avenue - Alessandro Nascimento

WHEREAS, the Township of Ocean has approved a development project on Block 17.01, Lot 8 also known as 107 Adams Avenue; and

WHEREAS, the performance guarantees for this project total less than \$20,000.00; and

WHEREAS, Alessandro Nascimento posted cash performance guarantees totaling \$12,348.00 along with engineering inspection fees totaling \$2,715.00 and the required certificate of insurance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Ocean, County of Monmouth, that all requirements for entering into a developer's agreement are hereby waived; and

BE IT FURTHER RESOLVED that the performance guarantees are hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following:

1. Township Engineer
2. Director of Community Development
3. Construction Official
4. Alessandro Nascimento

15-180 Certify the Review of the CY2015/SFY2016 Best Practices Checklist

**CERTIFYING REVIEW OF THE 2015
BEST PRACTICES CHECK LIST**

WHEREAS, the Township of Ocean is required by statute to complete the Best Practices Check List as instituted by the Division of Local Government Services; and

WHEREAS, the Best Practices Check List is a constructive way to encourage municipalities to consider and embrace a range of best practices that will help improve financial accountability and transparency; and

WHEREAS, the Check List has been certified by the Chief Financial Officer and a copy thereof has been received by each member of the Governing Body; and

WHEREAS, the members of the Governing Body have personally reviewed the Local Government Best Practices Check List.

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Township of Ocean, hereby certifies that they have reviewed and discussed the checklist at a public workshop meeting held on October 1, 2015; and

BE IT FURTHER RESOLVED that certified copies of this resolution are to be provided to the following:

1. Division of Local Government Services
2. Director of Finance
3. Township Auditor

15-181 Endorse the submission of the HOME application for Heritage Village at Ocean

WHEREAS, Whalepond Village was originally developed by K. Hovnanian as ninety-six (96) units of 100% affordable, age-restricted rental housing, located at 400 Stacey Drive in the Township of Ocean at Block 1.02, Lot 21.02; and

WHEREAS, the Township of Ocean purchased Whalepond Village in February 2013 for the purpose of preserving affordable housing in the Township; and

WHEREAS, Community Investment Strategies, Inc. (CIS) subsequently purchased Whalepond Village in October 2013; and

WHEREAS, CIS closed in August 2015 on a refinancing of Whalepond Village that uses the NJ Housing and Mortgage Finance Agency's conduit bond program and the Low Income Housing Tax Credit program to finance a significant rehabilitation of Whalepond Village, which will be renamed as Heritage Village at Ocean; and

WHEREAS, CIS wishes to secure additional funding for said project through the HOME Program; and

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Ocean that: it does hereby support the application to the HOME Program being made by CIS for the rehabilitation of the ninety-six (96) unit 100% affordable, age-restricted rental

development originally known as Whalepond Village and to be known henceforth as Heritage Village at Ocean; and

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to the following:

1. Barbara Schoor, CIS
2. Martin J. Arbus, Esq., Township Attorney

15-182 Authorize participation in the Monmouth County High Water Mark (HWM) Initiative

WHEREAS, through the Division of Planning and the Office of Emergency Management, the Monmouth County Board of Chosen Freeholders and the Monmouth County Sheriff's Office established the Community Rating System (CRS) Assistance Program to encourage municipal participation and advancement in the National Flood Insurance Program (NFIP) CRS program; and

WHEREAS, FEMA (Federal Emergency Management Agency) offers limited financial assistance to communities that want to raise flood risk awareness and conduct mitigation actions to protect the public from future flood events by posting high water mark signs that acknowledge the location of historic flood events; and

WHEREAS, the County of Monmouth in collaboration with Monmouth University's Urban Cost Institute are coordinating efforts and providing additional assistance to those communities that wish to participate in FEMA's national high water mark program; and

WHEREAS, coordination among municipalities in the County will provide a more cohesive message that improves community flood risk awareness and the need for mitigation both locally and throughout the region; and

WHEREAS, municipal participation in the Monmouth County High Water Mark Initiative is voluntary and is being offered at no cost to every municipality in the County, regardless of Community Rating System status; and

WHEREAS, municipal partners will identify the proper location for high water mark signs in their community as well as support public outreach and program launch events.

NOW, THEREFORE, BE IT RESOLVED, that **Township of Ocean** wishes to participate in the Monmouth County High Water Mark (HWM) Initiative as partner community and agrees to place at least one commemorative sign within the municipality and further agrees to allow Monmouth University's Urban Coast Institute to complete the appropriate surveying to establish the High Water Mark.

BE IT FURTHER RESOLVED that certified copies of this resolution are to be provided to the following:

1. Township of Ocean Office of Emergency Management
2. Director of Finance
3. Township Auditor

15-183 Authorize the submission of the Body Worn Camera Assistance Grant Program available from the New Jersey Attorney General's Office via the Monmouth County Prosecutor

WHEREAS, the Township of Ocean Police Department has been made aware of funds available from the NJ Attorney General's Office via the Monmouth County Prosecutor's Office entitled: ***Body Worn Camera Assistance Grant Program***; and

WHEREAS, the Township of Ocean is committed to provide funding in the Police Department budget for any funds necessary in excess of said grant funds received from the Body Worn Camera Assistant Program Grant; and

WHEREAS, the Township of Ocean Police Chief has recommended that the Township apply for said Grant; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Ocean, County of Monmouth, State of New Jersey, that the appropriate officials are hereby authorized to execute any and all documents in order to effectuate the receipt of Grant Funds between the Township of Ocean, County of Monmouth and the Monmouth County Prosecutors Office for the submission of a grant entitled: ***Body Worn Camera Assistance Grant Program***.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following:

1. Director of Finance
2. Chief of Police
3. County Prosecutor

15-184 Approve the request by Ocean Wine & Spirits, Inc. for the placement of a Storage container at 1104 Highway 35 South for the period September 28 through October 31, 2015

WHEREAS, the Chapter 5, Section 5-3 prohibits the placement of any storage container on private property for a period of more than 21 consecutive days; and

WHEREAS, Ocean Wine & Spirits, Inc. is requesting approval to place one storage container on their property located at 1104 Highway 35 South from September 28 through October 31, 2015; and

WHEREAS, Ocean Wine & Spirits wishes to utilize said container for the storage of merchandise during their construction;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Ocean, County of Monmouth that approval is hereby granted to allow Ocean Wine & Spirits, Inc. to place one (1) storage container at 1104 Highway 35 South for a period not to extend past October 31, 2015; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the following:

1. Ocean Wine & Spirits, Inc.
2. Director of Community Development
3. Zoning Official
4. Code Enforcement Official

15-187 Approve the Release of Closed Session Minutes from September 16, 2015

WHEREAS, Section 8 of the Open Public Meetings Act, Ch. 231, P.L. 1975 permits the exclusion of the public from a meeting in certain circumstance; and

WHEREAS, the public shall be excluded from discussions of and actions upon specified subject matters including:

1. Personnel
2. Pending litigation matters involving the Township, its employees and/or agents
3. Pending or future land acquisitions
4. Pending or future contract negotiations

WHEREAS, the Township of Ocean adopted procedures to make closed session minutes available for public inspection; and

WHEREAS, the Municipal Clerk, on a periodic basis shall review the minutes of the closed sessions of the Township of Ocean and make a recommendation to the Township Council which minutes should be made available for public inspection. The minutes which are made public shall not thereafter be treated as confidential but may be viewed by and copies issued to any person so requesting them; and

WHEREAS, the release of the below noted closed session minutes are subject to certain item(s) being redacted prior to the release due to the fact that the matter has not been concluded, and therefore, are not subject to release;

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Township of Ocean, County of Monmouth that authorization is hereby given to release the following closed session minutes, subject to any appropriate redaction:

September 16, 2015

Vote on All Consent Items:

Record of Vote	Deputy Mayor Garofalo	Councilman Acerra	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve				X	
Motion to Second			X		
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

INDIVIDUAL ACTION:

RESOLUTIONS:

15-185 Authorize the extension of the snow removal contract with Berardesco General Contracting for the period January 1 through December 31, 2016

WHEREAS, the Township Council of the Township of Ocean awarded a contract for snow removal services for the year 2014 to Berardesco General Contracting, Brick, NJ on November 14, 2013; and

WHEREAS, Berardesco General Contracting, Brick, had agreed to maintain their current prices for the year of 2015 and Resolution No. 14-210 was approved by the Township of Ocean Governing Body extended said contract for 2015 ; and

WHEREAS, Berardesco General Contracting has agreed to maintain their current prices for the period January 1 through December 31, 2016; and

WHEREAS, the Township Manager and the Public Works Director have recommended that the contract awarded to Berardesco General Contracting, Brick, NJ be extended for the period January 1 through December 31, 2016 at the following prices:

- Four Wheel Drive Pickup (minimum of 4) \$175.00 per hour
- Supervisor with Four Wheel Drive, Plow and Radio (one) \$175.00 per hour

WHEREAS, funds for said contract have been certified by the Director of Finance and will be made available by the Governing Body in the Public Works 2016 Temporary and Final Budget, account #6-01-26-765-247;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Ocean, County of Monmouth that it does hereby authorize an extension of the contract for the snow removal services to Berardesco General Contracting, Brick, NJ for the one-year period from January 1 through December 31, 2016 as per their proposals submitted;

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

1. Director of Finance
2. Public Works Department
3. Berardesco General Contracting

Record of Vote	Deputy Mayor Garofalo	Councilman Acerra	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve				X	
Motion to Second			X		
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

15-186 Authorize the rejection of bids received for the purchase of an eight (8) cubic yard rear-loading refuse collection truck

WHEREAS, the Township of Ocean Council authorized the receipt of bids on August 13, 2015 for the purchase of an Eight (8) Cubic Yard Rear-loading Refuse Collection Truck; and

WHEREAS, the Township Clerk did duly advertise for the receipt of said bid on August 27, 2015 in the Asbury Park Press; and

WHEREAS, in connection therewith one (1) bid was received by the Township of Ocean on September 15, 2015 from Mid-Atlantic Truck Centre, Linden, NJ; and

WHEREAS, the Township Manager is in receipt of a memorandum from Thomas Crochet, Director of Public Works, dated September 25, 2015 recommending the rejection of the bid due to material inconsistencies in the bid specifications, as noted in his memorandum; and

WHEREAS, the Director of Public Works is requesting authorization to re-bid said item subsequent to making modifications to the bid document;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Ocean in the County of Monmouth, State of New Jersey, that it does hereby reject the bid of Mid-Atlantic Truck Centre, Linden, NJ and further authorizes the Director of Public Works to re-advertise for the receipt of bids for the Eight (8) Cubic Yard Rear-loading Refuse Collection accordance with New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-12.2.d; and

BE IT FURTHER RESOLVED that the Township Clerk is hereby authorized to return all bid bonds and/or certified checks received for this bid.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following:

1. Director of Public Works
2. Mid-Atlantic Truck Centre

Record of Vote	Deputy Mayor Siciliano	Councilman Evans	Councilman Garofalo	Councilwoman Schepiga	Mayor Larkin
Motion To Approve				X	
Motion to Second			X		
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

15-188 Authorize the Mayor and Municipal Clerk to execute the Settlement Agreement between the Township of Ocean and BVB II Associates

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) made this _____ day of September 2015, by and between:

TOWNSHIP OF OCEAN, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 399 Monmouth Road, Oakhurst, NJ 07755 (hereinafter the “Township”);

And

PLANNING BOARD OF THE TOWNSHIP OF OCEAN, a municipal land use agency created by the Township, organized and existing under the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. (the “MLUL”), having an address at 399 Monmouth Road, Oakhurst, NJ 07755, (hereinafter the “Planning Board” or “Board”, and together with the Township, “Ocean”);

And

BVB II ASSOCIATES, a New Jersey corporation having an address at c/o Sheldon Vogel, 60 Muhlenbrink Broad, Colts Neck, NJ 07722, (hereinafter “BVB”);

Collectively, the Township, the Planning Board and BVB shall be referred to as the “Parties.”

WHEREAS, BVB filed a builder’s remedy lawsuit against the Township and its Planning Board on September 4, 2009, which is styled BVB Associates v. Township of Ocean, docket no. MON-L-4316-09, which was filed in the Superior Court of New Jersey, Law Division, Monmouth County (“BVB Litigation”), and seeking to develop an inclusionary project on an approximately 6-acre site known as Block 1.02, Lots 52.01, 53.01 and 54.01 on the Township of Ocean’s Tax Maps in Ocean Township, New Jersey (hereinafter the “BVB Site”); and

WHEREAS, the Planning Board adopted a Housing Element and Fair Share Plan and the Township endorsed that plan (hereinafter “Affordable Housing Plan”), which proposed to include the BVB Site as an inclusionary development at a density of approximately 12 units per acre, which would enable the developer of the site to construct 72 residential units, subject to Section 7.1 below; and

WHEREAS, BVB is amenable to settle the BVB Litigation premised upon securing the right to construct a 72 unit inclusionary development on the BVB Site; and

WHEREAS, more specifically, pursuant to the terms successfully negotiated by the Parties, and subject to the details delineated herein, BVB intends to develop the BVB Site as an inclusionary development consisting of 72 units including affordable housing units (“Inclusionary Development”); and

WHEREAS, to ensure that the Inclusionary Development generates affordable housing credits to be applied to the Township’s affordable housing obligations, the affordable units within the Proposed Project shall be developed in accordance with the Uniform Housing

Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“UHAC”) and shall be deed restricted for a period of 30 years; and

WHEREAS, to further effectuate this settlement, the Township shall rezone the BVB Site pursuant to an ordinance (hereinafter “Rezoning Ordinance”), in a form attached hereto as Exhibit A; and

WHEREAS, the Parties wish to enter into this comprehensive Settlement Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court’s approval of same; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations 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, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

Article I – PURPOSE

1.1 The purpose of this Agreement is to settle the BVB Litigation and to create a realistic opportunity for the construction of the Inclusionary Development, which shall consist of a maximum of 72 units, including a setaside of units affordable to the region’s low and moderate income households in accordance with UHAC and other applicable laws.

Article II - BASIC TERMS AND CONDITIONS

2.1 This Agreement is subject to Court approval following a duly noticed “Fairness Hearing.” Within ten (10) days from the execution of this Agreement, the Parties shall jointly apply for Court approval of this Agreement via a properly-noticed Fairness Hearing. Township and the Board (collectively, “Ocean”) shall be responsible for the preparation and cost of the notice of the Fairness Hearing. The Fairness Hearing shall be scheduled by the Court within sixty (60) days of the execution of this Agreement. If the Court fails to schedule the Fairness Hearing within such a time period, each of the Parties may cancel this Agreement and pursue the BVB Litigation as if this Agreement was not executed.

2.2 In the event of any legal challenges to the Court’s approval of this Agreement or the Rezoning Ordinance (attached hereto as Exhibit A), the Parties must diligently defend any such challenge. In addition, if any such challenge results in a modification of this Agreement or the Rezoning Ordinance, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement provided that no such modification requires an increase or decrease in density than that agreed upon and reflected in the within Agreement.

ARTICLE III – BVB OBLIGATIONS

3.1 Affordable Housing Set-Aside. BVB shall have an obligation to deed-restrict twenty (20%) percent of all new units it constructs as affordable if the affordable units are to be for-sale units. If the affordable units are to be rental units, fifteen percent (15%) shall be deed restricted as affordable units. Any such affordable units shall comply with UHAC and other applicable laws. BVB shall have the flexibility to provide the affordable units as rental units and the market rate units as for-sale units or vice-versa, but that once affordable units are designated rental units, they shall remain affordable rental units so that the Township may count the units against its obligations to provide rental housing. The affordable units shall comply with the previous sentence for a period of thirty (30) years (“Deed-Restriction Period”). This obligation includes, but is not limited to, the obligation to comply with the bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements. BVB shall contract with an experienced Administrative Agent and have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for a period of 30 years. At the end of the 30 year period of restriction, the Township shall cooperate with the developer to facilitate the developer’s ability to exercise its right to have the deed restriction last for only 30 years. If the affordable units are rental, BVB shall enter into a

contract with an Administrative Agent acceptable to the Township during the entire 30 year time period. If the affordable units are for-sale, BVB shall enter into a contract with an Administrative Agent regarding the initial sale of the affordable units and shall not have an obligation beyond that time period regarding the administration of the affordable units. Upon written notice, BVB shall provide detailed information requested by the Township concerning BVB's compliance with UHAC and other applicable laws.

3.2 Obligation Not To Oppose Township's Application for Approval of its Affordable Housing Plan: As it pertains to the BVB Site, BVB shall not directly or indirectly oppose or undertake any action to interfere with the Courts' approval and/or implementation of the Township's Affordable Housing Plan, as it may be amended in any form, unless the Affordable Housing Plan deprives BVB of any rights created hereunder or unless the Defendants undertake any action to obstruct or impeded BVB from securing such approvals as it needs to develop its site in accordance herewith.

3.3 Obligation to Voluntarily Dismiss the BVB Litigation. Upon the Court approving this Agreement at a duly noticed Fairness Hearing and no appeal filed from said approval of same, this agreement shall operate as a dismissal with prejudice of the BVB litigation subject to the court reserving its jurisdiction to oversee any disputes with the implementation of this agreement and the court reserving its jurisdiction to process the Township's efforts to secure approval of its affordable housing plan.

3.4 Obligation To Pay For Half Of The Special Master's Bills In Conjunction With Application of Approval Of This Agreement. BVB shall pay half of the costs and fees of the Master to review this agreement and to advise the Court (a) if this settlement is fair and reasonable to lower income households and (b) if the court should otherwise approve this agreement.

ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP

4.1 Obligation To Rezone the Subject Property. Within thirty (60) days of the Court's approval of this Agreement at a Fairness Hearing, the Township shall rezone the Property by adopting an ordinance in the form attached hereto as Exhibit A.

4.2 Obligation To Pay For Half Of The Special Master's Bills In Conjunction With Application of Approval Of This Agreement. The Township shall pay half of the costs and fees of the Master to review this agreement and to advise the Court (a) if this settlement is fair and reasonable to lower income households and (b) if the court should otherwise approve this agreement.

4.3 Obligation To Preserve The Rezoning Ordinance. The Rezoning Ordinance shall not be amended or rescinded, without the approval of BVB or order of the Court, until the later of: (i) twenty (20) years from the effective date of the Rezoning Ordinance; or (ii) any date which may be otherwise applicable under the body of law, which is generally referred to as the Mount Laurel doctrine. Conversely, there shall be no requirement for the Rezoning Ordinance to remain in effect upon the expiration of all of the aforesaid two events. Notwithstanding the foregoing, the time period for the preservation of the Rezoning Ordinance shall be tolled for a period equal in length to the time of any appeal of the Rezoning Ordinance, this Agreement, or any of the Required Approvals (as defined in Section 4.5).

4.4 Representation regarding Sufficiency of Water and Sewer: The Township hereby represents that there is sufficient potable water and sewer capacity to service the proposed Inclusionary Development.

4.5 Obligation To Cooperate: The Township acknowledges that in order for BVB to construct its Inclusionary Development, BVB will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Monmouth, the Monmouth County Utilities Authority, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, the Soil Conservation District and the like, including the Township's ordinance

requirements as to site plan and subdivision (the "Required Approvals"). The Township agrees to use all reasonable efforts to assist BVB in its undertakings to obtain the Required Approvals.

4.6 **Obligation to Refrain From Imposing Cost-Generative Requirements.** The Township recognizes that the Rezoning Ordinance and this Agreement all contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and BVB shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments. Therefore, the Township shall comply with N.J.A.C. 5:93-10 and will not impose development standards and/or requirements that would be considered to be "cost generative."

ARTICLE V – OBLIGATIONS OF THE PLANNING BOARD

5.1 **Obligation to Process BVB's Development Applications with Reasonable Diligence.** The Planning Board shall expedite the processing of BVB's development applications following Court approval of this Agreement following a duly noticed fairness hearing in accordance with N.J.A.C. 5:93-10.1(a) and within the time limits imposed by the MLUL. In accordance with N.J.A.C. 5:93-10(b), the Planning Board shall cooperate in granting all reasonable waivers and/or variances that are necessary to develop the BVB Site as contemplated by this Agreement. In the event of any appeal of the Rezoning Ordinance or Court approval of this Agreement, the Board shall process and take action on any development application by BVB for the BVB Site which decision may be conditioned upon the outcome of any pending appeal.

5.2 **Obligation to Refrain From Imposing Cost-Generative Requirements.** The Planning Board recognizes that the Rezoning Ordinance and this Agreement all contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and BVB shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments. Therefore, subject to and in accordance with Section 3.1 and 5.1, if BVB applies to the Planning Board for approval of the Proposed Project consistent with the Rezoning Ordinance, the Planning Board shall comply with N.J.A.C. 5:93-10 and will not impose development standards and/or requirements that would be objectively considered to be "cost generative." Nothing shall prevent BVB from applying for a waiver or variance from any standard imposed by the Township's Land Use and Development Ordinance and the standards set forth in the MLUL shall determine if BVB is entitled to this relief or from seeking a waiver or de minimus exception to any standard or requirement of the Residential Site Improvement Standards under the applicable regulations.

ARTICLE VI – MUTUAL OBLIGATIONS

6.1 **Obligation To Comply with State Regulations:** The Parties shall comply with 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 Proposed 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.

6.2 **Mutual Good Faith, Cooperation and Assistance.** The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this by the Superior Court, the adoption of the Rezoning Ordinance, the development of the BVB Site consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

6.3 **If the Township declines to adopt the Rezoning Ordinance in its current form or in a form acceptable to BVB within the time frames set forth in Section 4.1 after consideration of public comments at any required hearing regarding the adoption of the Rezoning Ordinance, the Parties shall be restored to the status quo ante to the date hereof and all claims and defenses available now shall be available to the Parties then. In such an event, no Party shall be entitled to use this Agreement, or negotiations in conjunction therewith, to attempt to prejudice the other in any future proceedings.**

6.4 Defense of Agreement. Each party exclusively shall be responsible for all costs which they may incur in obtaining Court approval of this Agreement and any appeal therefrom, or from the adoption of the Rezoning Ordinance Amendment or the Affordable Housing Plan or any part thereof. The Parties shall diligently defend any such challenge.

ARTICLE VII - AFFORDABLE HOUSING CREDITS

7.1 Application Of Affordable Housing Credits: The Parties agree that the Township, subject to approval by the Court, shall be permitted to apply the affordable housing units contemplated by this Agreement towards its Mount Laurel obligations. The Parties acknowledge that the Township intends to seek up to fourteen (14) affordable housing credits. If the Township is not able to obtain 14 credits towards its fair share obligations for the Inclusionary Development, because the Inclusionary Development includes affordable rental units at a 15% set aside, BVB shall maintain the affordable units as rental units for the entire 30 year period of the restriction so that the Township will be eligible for rental bonuses.

7.2 Upon written notice, BVB agrees to supply the Township all documents within its possession that may be reasonably necessary to demonstrate the creditworthiness of the affordable units.

ARTICLE VIII - COOPERATION AND COMPLIANCE

8.1 Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement, subject to prior written agreement between the Parties on payment by the requesting party of the requested party's direct costs and expenses in connection with such assistance. The Township's obligation to cooperate shall be further conditioned upon BVB paying and maintaining current real estate taxes.

ARTICLE IX – NOTICES

9.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the BVB Site (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO BVB: Mark Blumenkrantz
c/o Medcare
3535 Route 66
Building #3
Neptune, NJ 07753

WITH COPIES TO: Bisgaier Hoff, LLC
Attention: Robert Kasuba Esq.
25 Chestnut St., Suite 3
Haddonfield, NJ 08033
Fax: (856) 795-0312

TO THE TOWNSHIP OF OCEAN:

The Township of Ocean
 Attention: Andrew Brannen, Township Administrator
 399 Monmouth Road
 Oakhurst NJ 07755
 Fax: 732-531-5286

WITH COPIES TO: Arbus, Maybruch & Goode, LLC
 Attention: Martin J. Arbus, Esq.
 61 Village Court
 Hazlet, NJ 07730
 Fax: (732) 888-0024

AND TO: Jeffrey R. Surenian and Associates, LLC
 Attention: Michael A. Jedziniak, Esq.
 707 Union Avenue, Suite 301
 Brielle, NJ 08730
 Fax: (732) 612-3101

TO THE TOWNSHIP OF OCEAN PLANNING BOARD:

The Township of Ocean Planning Board
 Attention: Marianne Wilensky
 399 Monmouth Road
 Oakhurst NJ 07755
 Fax:

WITH COPIES TO: Sanford Brown, Esq., Board Attorney

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE X – MISCELLANEOUS

10.1 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

10.2 Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the BVB Site which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

10.3 Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Jersey.

10.4 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

10.5 Effect of Counterparts: This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

10.6 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

10.8 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

10.9 The Parties recognize that the site plans required to implement the development provided in this Agreement, and such other actions as may be required of the Planning Board or Township under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Township Council, as appropriate, and in accordance with the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law. Similarly, nothing herein is intended to preclude BVB from appealing any denials of or conditions imposed by the Planning Board in accordance with the MLUL or taking any other action permitted by law.

10.10 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

10.11 Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

10.12 Conflict Of Interest: No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

10.13 Effective Date: Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

10.14 Waiver. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

10.15 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

10.16 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

10.17 Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

10.18 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

10.19 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the DJ Action or any amendments to the Township's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the BVB Site. Upon dismissal of the DJ Action, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Rezoning Ordinance and this Agreement, the Rezoning Ordinance shall control.

Record of Vote	Deputy Mayor Garofalo	Councilman Acerra	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve				X	
Motion to Second			X		
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

ORDINANCES:

Adoption(s):

Ord #2247 - (Coaster)

An ordinance amending and supplementing Ch. XVI of the "Revised General Ordinances of the Township of Ocean, 1965" entitled: Parks and Playgrounds

The following vote was taken to open the Public Hearing on Ordinance #2247

Record of Vote	Deputy Mayor Garofalo	Councilman Evans	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve			X		
Motion to Second				X	
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

Public Comments:

There were no Public comments on Ordinance #2247

The following vote was taken to close the Public Hearing on Ordinance #2247

Record of Vote	Deputy Mayor Garofalo	Councilman Evans	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve			X		
Motion to Second				X	
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

The following vote was taken to adopt Ordinance #2247 and advertise according to law:

Record of Vote	Deputy Mayor Garofalo	Councilman Evans	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve			X		
Motion to Second				X	
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

Ord #2248 - (Coaster)

An ordinance authorizing the private sale of non-conforming real property known as Block 123, Lot 41 to a contiguous property owner pursuant to N.J.S.A. 40A:12-13(B)(5)

Record of Vote	Deputy Mayor Garofalo	Councilman Evans	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve			X		
Motion to Second				X	
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

Public Comments:

There were no Public comments on Ordinance #2248

The following vote was taken to close the Public Hearing on Ordinance #2248

Record of Vote	Deputy Mayor Garofalo	Councilman Evans	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve			X		
Motion to Second				X	
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

The following vote was taken to adopt Ordinance #2248 and advertise according to law:

Record of Vote	Deputy Mayor Garofalo	Councilman Evans	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve			X		
Motion to Second				X	
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

Introduction(s):**Ord #2250 – (P.H. 10/15/15 Asbury Park Press)**

A Bond Ordinance providing for various improvements, appropriating \$225,000 therefor, authorizing the issuance of \$213,750 bonds or notes to finance a portion of the costs thereof, and directing the special assessment of the costs thereof

BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS, APPROPRIATING \$225,000 THEREFOR, AUTHORIZING THE ISSUANCE OF \$213,750 BONDS AND NOTES TO FINANCE A PORTION OF THE COSTS THEREOF, AND DIRECTING THE SPECIAL ASSESSMENT OF THE COSTS THEREOF, AUTHORIZED IN AND BY THE TOWNSHIP OF OCEAN, IN THE COUNTY OF MONMOUTH, NEW JERSEY

BE IT ORDAINED by the MUNICIPAL COUNCIL OF THE TOWNSHIP OF OCEAN, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as local improvements to be undertaken in and by the Township of Ocean, in the County of Monmouth, New Jersey (the "Township"), pursuant to N.J.S.A. 40:65-1 et seq.. For the improvements or purposes described in Section 3, there is hereby appropriated the sum of \$225,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$11,250 as the down payment for said purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq.. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in the Capital Improvement Fund of one or more previously adopted budgets.

Section 2. In order to finance the costs of said improvements or purposes not provided for by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount not to exceed \$213,750, pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The local improvements hereby authorized to be undertaken and the purposes for which the obligations are to be issued consist of the removal, reconstruction and installation of curbs sidewalks and driveway aprons along the following streets: Bowne Road, Elberon Boulevard, Fairway Lane, South Edgemere Drive, South Wanamassa Drive, Whalepond Road, and Wickapecko Drive through to the Borough of Interlaken. The affected properties, listed by block and lot, include, but are not limited to, the following:

Bowne Road	
Block	Lot(s)
35	114.01; 115; 123; 124; 125.01; 125.02; 126; 127; 128; 129; 130; 131; 132; 133
36	2; 4; 5; 6; 7; 8; 10; 10.01; 11; 37; 36; 38; 40
Elberon Boulevard	
Block	Lot(s)
1401	8; 9
15.01	1; 2
16.01	6; 7; 8; 5
12.06	7; 8; 9
13	1; 2.01; 2.02; 3; 4; 5; 6; 7; 8; 9; 10; 11; 12
Fairway Lane	
Block	Lot(s)
40	96; 95; 94; 93; 92; 91; 86; 90; 87; 89
40.05	2; 3; 4; 5; 6
South Edgemere Drive	
Block	Lot(s)
76.01	2
70	2; 3
71	3; 4; 5; 6; 7; 8; 9; 10
South Wanamassa	
Block	Lot(s)
126	6; 7; 8; 9;
125	9; 10; 11; 12
124	1; 2
123	6; 4; 2; 1; 5;
Whalepond Road	
Block	Lot(s)
25.01	7; 6; 1
26.03	1
26.01	1
26	42; 44; 45; 46; 47
Wickapecko Drive	
Block	Lot(s)
88	2; 3
87	11; 12; 13
10.01	13; 1

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is \$213,750, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is \$225,000, which is equal to the amount of the appropriation herein made therefor. The excess of the appropriation of \$225,000 over the estimated maximum amount of bonds or notes to be issued therefor being the amount of said \$11,250 down payment for said purposes.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Township, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes

from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3(a) of this bond ordinance are not a current expense and are improvements or purposes that the Township may lawfully undertake as a local improvement of the Township, and all of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is ten (10) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$213,750 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$100,000 for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Township are used to finance, on an interim basis, costs of said improvements or purposes, the Township reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto.

(f) The cost of the local improvements described in Section 3(a) hereof shall be paid by special assessments which shall be levied on property specially benefited thereby, in accordance with law.

(g) The number of annual installments within which the special assessments are to be paid by the owners of the lots and parcels of real estate benefited by the local improvements and specially assessed, shall not exceed ten (10). The assessments shall be levied and collected in accordance with law. The estimated maximum amount of special assessments of the local improvement described in §3 hereof is \$225,000.

Section 6. Notice is hereby given to the owners of the properties described in Section 3(a) herein, that the improvements described there shall be undertaken as a sidewalk improvement and the entire cost thereof shall be assessed in the following manner. An accurate account of the cost of construction of the sidewalks shall be kept, and such cost shall be assessed upon the property fronting on the improvements pursuant to and in accordance with N.J.S.A. 40:65-1 et seq.. Unless notice of the pendency of this ordinance is given in accordance with N.J.S.A. 40:65-6, the Municipal Clerk shall cause notice of the proposed sidewalk improvements to be given to the owner or owners of real estate affected thereby prior to the making of the sidewalk improvements described in said Section 3(a) or the awarding of any contract for such sidewalk improvements. The notice shall contain a description of the property affected sufficient to identify it, a description of the improvement and a statement that unless the owner or owners complete the improvements within 30 days after service thereof, the Township will make the improvements at the expense of the owner or owners. Such Notice shall be served in accordance with the provisions of N.J.S.A. 40:65-2 to 40:65-5, and

the proof of service shall be filed with the officer of the Township in charge of the records of tax liens of the Township within ten days after service thereof. The owner of any land upon which any assessment for the local improvement shall have been made may pay such assessment in the number of equal yearly installments herein determined, with legal interest on the unpaid balance of the assessment. The first of the installments shall be due and payable two months after the confirmation of the assessment, and each subsequent annual installment and interest shall be payable in each successive year thereafter at such time as the governing body shall by resolution determine, provided that any owner of land so assessed shall have the privilege of paying the whole of any assessment or of any balance of installments with accrued interest thereon at any time. Whenever any such installment shall remain unpaid for thirty (30) days from and after the time it shall become due and payable, the whole assessment or balance thereof shall become and be immediately due and payable and shall draw interest at the rate imposed upon the arrearage of taxes in the Township and shall be collected in the same manner as provided by law for other past-due assessments. Such assessment shall remain a lien upon the land described herein until the assessment with all installments and accrued interest thereon shall be paid and satisfied. Notwithstanding anything herein to the contrary, the Township shall have the right to waive default as may be permitted by law.

Section 7. The capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

Section 8. Any grant or similar moneys from time to time received by the Township for the improvements or purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 9. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and, unless paid from other sources, the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 10. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Record of Vote	Deputy Mayor Garofalo	Councilman Acerra	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve			X		
Motion to Second				X	
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

PUBLIC:

Barbara Hudson addressed the following items:

- Is the Township planning on taping the Planning Board and Zoning Board of Adjustment meetings

Mayor Siciliano noted that the Township is in the process of purchasing a new system and will revisit this matter subsequent to the purchase being finalized.

- Discussed the various programs being offered at the Ocean Township Historical Museum including guest speakers such as Gary Sheppenberger and such events as the Ghost Walk, Spring Tea, Geneology Day.

Mrs. Hudson also noted that various Township classes and teachers have taken tours of the museum.

- Discussed the possibility of re-building the cave.

F.K. Hudson inquired about the following items:

- Use of the former Jason’s Furniture

Mayor Siciliano said that there is an applicant before the Zoning Board who wishes to open up a lingerie store.

- Are there any plans to renovate the library, specifically illuminating the parking lot and sidewalk?

Andrew Brannen, Township Manager, stated that Township will look in to that matter.

- Update on COAH

Martin Arbus, Township Attorney, stated that Resolution 15-188 was the settlement with BVB Associates, one of the COAH litigants. The settlement calls for 72 units of which 20% will be set-aside for low and moderate income.

Mr. Arbus said that there is a hearing scheduled on October 2, 2015 for the Stop & Shop property.

There was nothing new to report on new COAHG legislation.

Mr. Arbus reported that the Township, along with the other municipalities in Monmouth County are looking for a new expert as the one previously engaged has taken ill.

Seeing that there were no other questions, the meeting was adjourned.

Record of Vote	Deputy Mayor Garofalo	Councilman Acerra	Councilman Long	Councilwoman Schepiga	Mayor Siciliano
Motion To Approve				X	
Motion to Second			X		
Approved			X	X	X
Opposed					
Not Voting/Recuse					
Absent/Excused	X	X			

Respectfully submitted,

Christopher P. Siciliano
Mayor

Vincent Buttiglieri, RMC/MMC/CTC
Township Clerk