



**Brick Township Council
Caucus/Public Meeting
August 23, 2022
7:00 PM
Agenda No. 1**

1. Call to order.
2. Adequate notice of this meeting was provided and published in Asbury Park Press and The Ocean Star on January 7, 2022. Copies of the agenda were provided to the newspapers, posted on public bulletin boards and the township website (www.bricktownship.net).
3.
 - a. Roll Call.
 - b. Salute to the Flag/Pledge of Allegiance/Moment of Silence.
 - c. Approve Reports of Municipal Officers.
 - d. Approve Minutes of May 24, 2022 and August 9, Meetings.
 - e. Presentation:
 1. Eagle Scout Award – Ryan Costello, BSA Troop 39.

Consent Agenda

“All matters listed under item “Consent Agenda” will be enacted by one motion in the form listed below. If discussion is desired on any item, this item will be removed from the Consent Agenda and will be considered separately.”

4. Resolutions:
 - ___ 1. Authorize Amendments to Redevelopment Agreement with Brick Standard.
 - ___ 2. Authorize Receipt of Bids for Roadway Improvements – Cherry Quay.
 - ___ 3. Authorize Receipt of Bids for Roadway Resurfacing – Siclar Estates, Phase 2.
 - ___ 4. Authorize Bid – Purchase & Delivery of Rear Loading Refuse Collection Vehicle.
 - ___ 5. Authorize Bid – Purchase & Delivery of 2 Automated Side Loading Refuse Collection Vehicles.
 - ___ 6. Authorize Rebid – HVAC Services.
 - ___ 7. Authorize Contract Roadway Improvements – Riviera Beach, Phase 3.
 - ___ 8. Authorize Change Order #1 – Roadway Improvements to Woodland Valley – Phase 3.
 - ___ 9. Authorize Contract Through Educational Services Commission of NJ Cooperative – 2 Electric Vehicles.
 - ___ 10. Authorize Contract Automotive Parts, Supplies and Repairs.
 - ___ 11. Authorize Contract – Professional Medical Services.
 - ___ 12. Authorize Sale of Surplus Personal Property – Auction 2022-5.
 - ___ 13. Authorize Bid for Taxicab Business License.
 - ___ 14. Bond Releases/Reductions:
 - a. Inspection Fund Release – Nichols and Rakos, LLC., Route 88 East.
 - b. Inspection Fund Release – Keller Property Investments, LLC., Herbertsville Road.
 - ___ 15. Tax Collector:
 - a. 100% DAV/Widow of Veteran Refund & Cancel Taxes – Block 869.02, Lot 3.
 - b. 100% DAV/Widow of Veteran Refund & Cancel Taxes – Block 662, Lot 21.
 - c. Tax Overpayments – 2022 – Block 576, Lot 27 & Block 1427, Lot 6.

*******End of Consent Agenda*******

- ___ 16. Bill Resolution – Computer 2022.
- ___ 17. Bill Resolution – Manual 2022.

5. Ordinances on First Reading:
 - ___ 1. Adopting Chapter 257 – Light Trespass in Residential Areas.
 - ___ 2. Authorize Agreement with Sports II Urban Renewal, LLC.
 - ___ 3. Amend Chapter 460 – “Vehicles, Operation Of.”

6. Public Comments.

Please note that each person addressing the Council during any section of the meeting during which public comment is permitted shall limit his/her remarks to five minutes pursuant to Brick Township Administrative Code Section 2 -33B.

7. Council Comments.
8. Motion to Adjourn.

**And any other matters which may come before Council.
Formal Action may be taken at all meetings.**

****Next scheduled Caucus/Public Meeting will be held on Tuesday, September 13, 2022 at 7:00 p.m.****

RESOLUTION OF THE TOWNSHIP OF BRICK, IN THE COUNTY OF OCEAN, NEW JERSEY CONSENTING TO THE ASSIGNMENT OF OWNERSHIP INTERESTS IN BRICK STANDARD, LLC AND AUTHORIZING THE FORM AND EXECUTION OF AMENDMENTS TO VARIOUS AGREEMENTS AND INSTRUMENTS IN CONNECTION THEREWITH

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "**Redevelopment Law**") provides municipalities with broad powers to ameliorate blighted areas, including the powers to investigate whether a property constitutes an "area in need of redevelopment", to prepare and adopt a redevelopment plan for such area, to contract with redevelopers for the planning, replanning, construction or undertaking of any project or redevelopment work, and arrange by contract for the provision of professional services for the carrying out of redevelopment projects; and

WHEREAS, on April 6, 2010, the Township Council (the "**Township Council**") of the Township of Brick, in the County of Ocean, New Jersey (the "**Township**") by resolution designated Block 1427, Lot 4 on the official tax maps of the Township as an area in need of redevelopment (the "**Redevelopment Area**"); and

WHEREAS, on May 4, 2010, the Township Council adopted an ordinance approving and adopting a redevelopment plan for the Redevelopment Area (the "**Redevelopment Plan**"); and

WHEREAS, pursuant to the Redevelopment Law, Standard Alternative, LLC ("**Standard Alternative**") and the Township entered into a Redevelopment Agreement dated as of December 20, 2011, as amended and supplemented by the First Amendment to Redevelopment Agreement dated December 24, 2013, the Second Amendment to Redevelopment Agreement dated as of July 17, 2014, and the Third Amendment to Redevelopment Agreement dated September 26, 2014 (as may be further amended and supplemented, the "**Redevelopment Agreement**") whereby Standard Alternative, as redeveloper, agreed to, among other things, construct a Photovoltaic System (as defined in the Redevelopment Agreement) on the Redevelopment Area and to provide Infrastructure Improvements (as also defined in the Redevelopment Agreement) necessary to complete the Photovoltaic System (collectively referred to as the "**Solar Project**"); and

WHEREAS, on December 27, 2011, Standard Alternative and the Township entered into a Site Lease (the "**Site Lease**") whereby Standard Alternative leased certain property (as described in the Site Lease, the "**Property**" or "**Site**") owned by the Township and located in the Redevelopment Area upon to construct the Photovoltaic System; and

WHEREAS, Standard Alternative formed Brick Standard, LLC, a New Jersey limited liability company ("**Brick Standard**") as its wholly owned subsidiary and, pursuant to the First Amendment to Site Lease dated as of December 24, 2013, assigned all of its rights and obligations under the Site Lease to Brick Standard, and Brick Standard accepted such assignment of all of the rights and obligations of Standard Alternative under the Site Lease, with the consent of the Township; and

WHEREAS, Brick Standard and the Township entered into that certain Second Amendment to Ground Lease as of September 16, 2014, to, among other things, amend the depiction of the Leased Areas and Licensed Areas set forth in the Site Lease, as well as Sections 2 and 30 of the Site Lease; and

WHEREAS, on September 26, 2014, Brick Standard and the Township entered into that certain Loan Agreement (the "**Loan Agreement**") for the purposes of, among other things, setting forth the terms and identifying documents to be executed to secure obligations arising under a \$23,650,000 loan, as further set forth in the Loan Agreement; and

WHEREAS, the Loan Agreement contemplated that the Depositor would deposit or cause to be deposited into escrow all Project Revenues, as well as all proceeds of the Letter of Credit (the "**Escrow Funds**"); and

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Agenda #	Date

WHEREAS, Brick Standard, the Township, and U.S. Bank National Association, a national banking association (the "**Escrow Agent**") entered into that certain Escrow Agreement dated September 26, 2014 (the "**Escrow Agreement**"), and Brick Standard's affiliate, Ironstate Holdings, LLC, a New Jersey Limited liability company ("**Ironstate**"), directed that PNC Bank, National Association deliver its irrevocable, standby letter of credit in the amount of \$2,106,082.50 (the "**PNC Letter of Credit**"), in furtherance of the provisions of the Loan Agreement and Escrow Agreement; and

WHEREAS on September 26, 2014, Brick Standard executed and delivered that certain Security Agreement (the "**Security Agreement**") and that certain Assignment of Contracts and Other Intangibles (the "**ACOI**") in favor of the Township for the purposes of, among other things, assigning and pledging certain assets to secure obligations arising under a \$23,650,000 promissory note and loan agreement – as further set forth in the Security Agreement and the ACOI; and

WHEREAS, on September 26, 2014, Brick Standard executed and delivered that certain \$23,650,000 promissory note (the "**Promissory Note**"); and

WHEREAS, on September 26, 2014, Standard Alternative executed and delivered that certain Pledge and Assignment (the "**2014 Pledge**") in favor of the Township for the purposes of, among other things, assigning and pledging all of the membership interests in Brick Standard to secure obligations arising under the Promissory Note and Loan Agreement – as further set forth in the 2014 Pledge; and

WHEREAS, one hundred percent (100%) of the membership interests in Brick Standard have been owned by Standard Alternative since the execution of the Loan Agreement, Escrow Agreement, Security Agreement, ACOI, Promissory Note and 2014 Pledge; and

WHEREAS, Ironstate, the sole member of Standard Alternative, has created and spun off Standard Alternative II, LLC, a New Jersey limited liability company ("**SA II**"), and Standard Alternative has assigned one hundred percent (100%) of the membership interests in Brick Standard to SA II (the "**Brick Standard Assignment**"), while Ironstate retains ownership of Standard Alternative; and

WHEREAS, Altus Power, LLC, a Delaware limited liability company ("**Altus Power**") is acquiring all of the membership interests in SA II from Ironstate and, thereby, will become the indirect owner of Brick Standard through its ownership of SA II; and

WHEREAS, the Township desires to consent to the Brick Standard Assignment and Altus Power's acquisition of SA II from Ironstate; and

WHEREAS, in order to effectuate the Brick Standard Assignment and Altus Power's acquisition of SA II from Ironstate, the Township further desires to approve the form and authorize the execution of the following agreements and instruments:

- i) Amendment to Loan Agreement and to Redevelopment Agreement between the Township and Brick Standard, in the form attached hereto as **Exhibit A** (the "**Loan and Redevelopment Agreement Amendment**");
- ii) Third Amendment to Site Lease between the Township and Brick Standard, in the form attached hereto as **Exhibit B** (the "**Site Lease Amendment**");
- iii) First Amendment to Escrow Agreement among the Township, Brick Standard and the Escrow Agent, in the form attached hereto as **Exhibit C** (the "**Escrow Agreement Amendment**");
- iv) Amendment to Security Agreement and Amendment to Assignment of Contracts and Other Intangibles between the Township and Brick Standard, in the form attached hereto as **Exhibit D** (the "**Security Agreement and ACOI Amendment**");
- v) Amendment to Promissory Note between the Township and Brick Standard, in the form attached hereto as **Exhibit E** (the "**Promissory Note Amendment**"); and
- vi) Amendment to Pledge and Assignment between the Township and SA II, in the form attached hereto as **Exhibit F** (the "**Pledge Amendment**" and, together with the Loan and Redevelopment Agreement Amendment, the Site Lease Amendment, the Escrow Agreement Amendment, the Security Agreement and ACOI Amendment and the Promissory Note Amendment, the "**Assignment and Consent Documents**").

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The foregoing recitals are incorporated herein as if set forth in full.
2. The Township hereby consents to the Brick Standard Assignment and Altus Power's acquisition of SA II from Ironstate.
3. Each Assignment and Consent Document is hereby approved. The Mayor of the Township is hereby authorized and directed to execute each Assignment and Consent Document, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Township's redevelopment counsel, general counsel and other professionals. The Mayor's signature on any Assignment and Consent Document shall conclusively evidence the Township's approval of such Assignment and Consent document in the form as executed.
4. The Clerk of the Township is hereby authorized and directed to attest to the Mayor's signature and affix the seal of the Township to each Assignment and Consent Document, if and to the extent applicable. Upon execution and attestation of same, if applicable, the Mayor is hereby authorized to deliver each Assignment and Consent Document to the other party or parties thereto.
5. The Mayor and Clerk of the Township are each hereby further authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper to effectuate the transactions authorized by this resolution.
6. This Resolution shall take effect in accordance with applicable law.

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting held on August 23, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

EXHIBIT A

Form of Loan and Redevelopment Agreement Amendment

AMENDMENT TO LOAN AGREEMENT
AND TO
REDEVELOPMENT AGREEMENT

THIS AMENDMENT TO LOAN AGREEMENT AND TO REDEVELOPMENT AGREEMENT (this "Amendment") is made this __ day of August 2022, between Brick Standard, LLC, a New Jersey limited liability company ("Brick Standard" or the "Borrower"), and the Township of Brick (the "Lender" or "Township"), a municipal corporation of the State of New Jersey (the "State"), whose address is Municipal Building, 401 Chambers Bridge Road, Brick Township, New Jersey 08723.

WITNESSETH:

WHEREAS, pursuant to and in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, as amended and supplemented (the "Redevelopment Law"), Standard Alternative, LLC and the Township entered into a Redevelopment Agreement dated as of December 20, 2011, as amended and supplemented by the First Amendment to Redevelopment Agreement dated December 24, 2013, the Second Amendment to Redevelopment Agreement dated as of July 17, 2014, and the Third Amendment to Redevelopment Agreement dated September 26, 2014 (as the same may be further amended and supplemented, the "Redevelopment Agreement") whereby Standard Alternative, LLC, as redeveloper, agreed to, among other things, construct a Photovoltaic System (as defined in the Redevelopment Agreement) on certain property within the Township, specifically Block 1427, Lot 4 (the "Redevelopment Area"), and to provide Infrastructure Improvements (as defined in the Redevelopment Agreement) necessary to complete the Photovoltaic System; and

WHEREAS, on September 26, 2014, Brick Standard and the Township entered into that certain Loan Agreement (the "Loan Agreement") for the purposes of, among other things, setting forth the terms and identifying documents to be executed to secure obligations arising under a \$23,650,000 loan – as further set forth in the Loan Agreement; and

WHEREAS, the membership interests in Brick Standard have been owned by Standard Alternative, LLC since the execution of the Loan Agreement; and

WHEREAS, Ironstate Holdings, LLC, a New Jersey limited liability company ("Ironstate"), the sole member of Standard Alternative, LLC, has created and spun off Standard Alternative II LLC, a New Jersey limited liability company ("SA II"), to (among other things) own all of the membership interests in Brick Standard, while Ironstate retains ownership of Standard Alternative, LLC; and

WHEREAS, Altus Power, LLC, a Delaware limited liability company ("Altus Power") is acquiring all of the membership interests in SA II from Ironstate and, thereby, will become the indirect owner of Brick Standard through its ownership of SA II; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. As authorized by Township resolution, the Township hereby consents to the substitution of SA II for Standard Alternative as the owner of Brick Standard and Altus Power's acquisition of SA II.

2. Brick Standard continues as the "Borrower" under the Loan Agreement and reaffirms its obligations under the Loan Agreement and the Redevelopment Agreement. Further, Brick Standard hereby represents that all representations and warranties made in the Loan Agreement are accurate as of the date of this Amendment, as if made on the date hereof, and that there are no defaults or the existence of circumstances that would lead to a default under the Loan Agreement as of the date hereof.

3. A new letter of credit in the amount of \$2,106,802.50 (the "New Letter of Credit") is provided contemporaneously herewith by First Third Bank National Association in substitution for the previously provided letter of credit that secures partial repayment of the Loan.

4. The Escrow Agreement by and among the Borrower, the Township and U.S. Bank National Association, as Escrow Agent, has been amended contemporaneously herewith to reflect the Borrower's address change and the New Letter of Credit.

5. The Loan Agreement is amended to delete the existing address for the Borrower and to add the names and addresses as follows:

Borrower's address:

Brick Standard, LLC
c/o Altus Power, LLC
2200 Atlantic Street, Suite 600
Stamford, CT 06902
Attn: Gregg Felton, Co-CEO
Email: Gregg.felton@altuspower.com and
legal@altuspower.com

Borrower's attorney and address:

Russo Tumulty Nester Thompson & Kelly, LLP
1099 Mt. Kemble Avenue, Suite B
Morristown, NJ 07960
Attn: Howard O. Thompson
Email: hthompson@russotumulty.com

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures

7. Except as modified by this Amendment, the Loan Agreement and the Redevelopment Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be properly executed as of the date first written above.

ATTEST: THE TOWNSHIP OF BRICK, NEW JERSEY

By: _____
John G. Ducey, Mayor

ATTEST: BRICK STANDARD, LLC

By: _____

EXHIBIT B

Form of Site Lease Amendment

THIRD AMENDMENT TO SITE LEASE

THIS THIRD AMENDMENT TO SITE LEASE (this "Third Amendment") is made this ___ day of August 2022, between Brick Standard, LLC, a New Jersey limited liability company ("Brick Standard" or the "Borrower"), and the Township of Brick (the "Lender" or "Township"), a municipal corporation of the State of New Jersey (the "State"), whose address is Municipal Building, 401 Chambers Bridge Road, Brick Township, New Jersey 08723. Capitalized terms used herein and not defined shall have the meanings set forth in the Site Lease (defined below).

WITNESSETH:

WHEREAS, pursuant to and in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, as amended and supplemented (the "Redevelopment Law"), Standard Alternative, LLC ("Standard Alternative") and the Township entered into a Redevelopment Agreement dated as of December 20, 2011 as amended and supplemented by the First Amendment to Redevelopment Agreement dated December 24, 2013, the Second Amendment to Redevelopment Agreement dated as of July 17, 2014, and the Third Amendment to Redevelopment Agreement dated September 26, 2014 (as may be further amended and supplemented, the "Redevelopment Agreement") whereby Standard Alternative, as redeveloper, agreed to, among other things, construct a Photovoltaic System (as defined in the Redevelopment Agreement) on certain property within the Township, specifically Block 1427, Lot 4 (the "Redevelopment Area"), and to provide Infrastructure Improvements (as defined in the Redevelopment Agreement) necessary to complete the Photovoltaic System; and

WHEREAS, on December 27, 2011, Standard Alternative and the Township entered into a Site Lease (the "Site Lease") whereby Standard Alternative leased certain property (as described in the Site Lease, the "Property" or "Site") owned by the Township and located in the Redevelopment Area upon to construct the Photovoltaic System; and

WHEREAS, Standard Alternative formed Brick Standard as its wholly owned subsidiary and, pursuant to the First Amendment to Site Lease dated as of December 24, 2013, assigned all of its rights and obligations under the Site Lease to Brick Standard, and Brick Standard accepted such assignment of all of the rights and obligations of Standard Alternative under the Site Lease, with the consent of the Township; and

WHEREAS, Brick Standard and the Township entered into that certain Second Amendment to Ground Lease as of September 16, 2014, to, among other things, amend the depiction of the Leased Areas and Licensed Areas, as well as Sections 2 and 30 of the Site Lease; and

WHEREAS, Ironstate Holdings, LLC, a New Jersey limited liability company ("Ironstate"), the sole member of Standard Alternative, has created and spun off Standard Alternative II, LLC, a New Jersey limited liability company ("SA II"), and Standard Alternative has assigned one hundred percent (100%) of the membership interests in Brick Standard to SA II (the "Brick Standard Assignment"), while Ironstate retains ownership of Standard Alternative; and

WHEREAS, Altus Power, LLC, a Delaware limited liability company ("Altus Power") is acquiring all of the membership interests in SA II from Ironstate and, thereby, will become the indirect owner of Brick Standard through its ownership of SA II; and

WHEREAS, the Township has consented to the Brick Standard Assignment and Altus Power's acquisition of SA II from Ironstate;

WHEREAS, the parties have agreed to amend certain terms in the Site Lease pursuant to this Third Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Brick Standard continues as Tenant under the Site Lease.
2. Brick Standard hereby represents that all representations and warranties made in the Site Lease are accurate as of the date of this Third Amendment, as if made on the date hereof, and that there are no defaults or the existence of circumstances that would lead to a default under any of the Site Lease as of the date hereof.
3. Section 26 of the Site Lease is amended to delete the existing address for the Tenant, delete the names and addresses for Landlord's and Tenant's attorneys, and replace same as follows:

Tenant's address:

Brick Standard, LLC
c/o Altus Power, LLC
2200 Atlantic Street, Suite 600
Stamford, CT 06902
Attn: Gregg Felton, Co-CEO
Email: Gregg.felton@altuspower.com and
legal@altuspower.com

Tenant's attorney and address:
Russo Tumulty Nester Thompson & Kelly, LLP
1099 Mt. Kemble Avenue, Suite B
Morristown, NJ 07960
Attn: Howard O. Thompson
Email: hthompson@russotumulty.com

Landlord's attorney and address:
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2d Floor
Roseland, NJ 07068
Attn: Matthew D. Jessup
Email: mjessup@msbnj.com

4. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures

5. Except as modified by this Third Amendment, the Site Lease remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be properly executed as of the date first written above.

ATTEST: THE TOWNSHIP OF BRICK, NEW JERSEY

By: _____
John G. Ducey, Mayor

ATTEST: BRICK STANDARD, LLC

By: _____

EXHIBIT C

Form of Escrow Agreement Amendment

FIRST AMENDMENT TO ESCROW AGREEMENT

THIS FIRST AMENDMENT TO ESCROW AGREEMENT (this "**Amendment**") is made this ___ day of August 2022, among Brick Standard, LLC, a New Jersey limited liability company ("**Brick Standard**" or the "**Depositor**"), the Township of Brick (the "**Lender**" or "**Township**"), a municipal corporation of the State of New Jersey (the "**State**"), whose address is Municipal Building, 401 Chambers Bridge Road, Brick Township, New Jersey 08723, and U.S. Bank National Association, a national banking association (the "**Escrow Agent**").

WITNESSETH:

WHEREAS, on September 26, 2014, Brick Standard and the Township entered into that certain Loan Agreement (the "**Loan Agreement**") for the purposes of, among other things, setting forth the terms and identifying documents to be executed to secure obligations arising under a \$23,650,000 loan – as further set forth in the Loan Agreement; and

WHEREAS, the Loan Agreement contemplated that the Depositor would deposit or cause to be deposited into escrow all Project Revenues, as well as all proceeds of the Letter of Credit (the "**Escrow Funds**"); and

WHEREAS, the Depositor, the Lender and the Escrow Agent entered into that certain Escrow Agreement dated September 26, 2014 (the "**Escrow Agreement**"), and the Depositor's affiliate, Ironstate Holdings, LLC, a New Jersey Limited liability company ("**Ironstate**"), directed that PNC Bank, National Association deliver its irrevocable, standby letter of credit in the amount of \$2,106,082.50 (the "**PNC Letter of Credit**"), in furtherance of the provisions of the Loan Agreement and Escrow Agreement; and

WHEREAS, one hundred percent (100%) the membership interests in Brick Standard have been owned by Standard Alternative, LLC since the execution of the Loan Agreement; and

WHEREAS, Ironstate Holdings, LLC, a New Jersey limited liability company ("**Ironstate**"), the sole member of Standard Alternative, LLC, has created and spun off Standard Alternative II LLC, a New Jersey limited liability company ("**SA II**"), and Standard Alternative has assigned one hundred percent (100%) of the membership interests in Brick Standard to SA II (the "**Brick Standard Assignment**"), while Ironstate retains ownership of Standard Alternative; and

WHEREAS, Altus Power, LLC, a Delaware limited liability company ("**Altus Power**") is acquiring all of the membership interests in SA II from Ironstate and, thereby, will become the indirect owner of Brick Standard through its ownership of SA II; and

WHEREAS, the Township has consented to the Brick Standard Assignment and Altus Power's acquisition of SA II from Ironstate.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The definition of "Letter of Credit" in the Escrow Agreement is amended to delete "PNC Bank, National Association" and substitute in its place "First Third Bank National Association."

2. Altus Power agrees and represents that it has directed First Third Bank National Association to deliver its irrevocable, standby letter of credit in the amount of \$2,106,082.50 (the "**First Third Letter of Credit**") to the Escrow Agent in substitution for the PNC Letter of Credit, in accordance with the provisions of Section 2.5 of the Escrow Agreement. The Escrow Agent acknowledges and agrees that it has accepted the First Third Letter of Credit in substitution for the PNC Letter of Credit.

3. Section 2.7 of the Escrow Agreement is amended to delete the addresses for notice to the Depositor and its counsel and replace such addresses as follows:

Depositor's address:

Brick Standard, LLC
c/o Altus Power, LLC
2200 Atlantic Street, Suite 600
Stamford, CT 06902
Attn: Gregg Felton, Co-CEO
Email: Gregg.felton@altuspower.com and
legal@altuspower.com

Depositor's attorney and address:

Russo Tumulty Nester Thompson & Kelly, LLP
1099 Mt. Kemble Avenue, Suite B
Morristown, NJ 07960
Attn: Howard O. Thompson
Email: hthompson@russotumulty.com

4. Authorized officers of the Depositor under Schedule III to the Escrow Agreement are replaced with the new Schedule III attached to this Amendment.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures

6. Except as modified by this Amendment, the Escrow Agreement remains in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be properly executed as of the date first written above.

ATTEST:

THE TOWNSHIP OF BRICK, NEW JERSEY

By: _____
John G. Ducey, Mayor

ATTEST:

BRICK STANDARD, LLC

By: _____

ATTEST:

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____

SCHEDULE III TO ESCROW AGREEMENT

AUTHORIZED OFFICERS

Authorized Officer of Depositor

Name	Signature	Telephone number
Dustin Weber	_____	_____

EXHIBIT D

Form of Security Agreement and ACOI Amendment

**AMENDMENT TO SECURITY AGREEMENT
AND AMENDMENT TO
ASSIGNMENT OF CONTRACTS AND OTHER INTANGIBLES**

THIS AMENDMENT TO SECURITY AGREEMENT AND AMENDMENT TO ASSIGNMENT OF CONTRACTS AND OTHER INTANGIBLES (this "Amendment") is made this ___ day of August 2022, between Brick Standard, LLC, a New Jersey limited liability company ("**Brick Standard**" or the "**Borrower**"), and the Township of Brick (the "**Lender**" or "**Township**"), a municipal corporation of the State of New Jersey (the "**State**"), whose address is Municipal Building, 401 Chambers Bridge Road, Brick Township, New Jersey 08723.

WITNESSETH:

WHEREAS, on September 26, 2014, Brick Standard executed and delivered that certain Security Agreement (the "**Security Agreement**") and that certain Assignment of Contracts and Other Intangibles (the "**ACOI**") in favor of the Township for the purposes of, among other things, assigning and pledging certain assets to secure obligations arising under a \$23,650,000 promissory note and loan agreement – as further set forth in the Security Agreement and the ACOI; and

WHEREAS, one hundred percent (100%) of the membership interests in Brick Standard have been owned by Standard Alternative, LLC ("**Standard Alternative**") since the execution of the Security Agreement and the ACOI; and

WHEREAS, Ironstate Holdings, LLC, a New Jersey limited liability company ("**Ironstate**"), the sole member of Standard Alternative, has created and spun off Standard Alternative II, LLC, a New Jersey limited liability company ("**SA II**"), and Standard Alternative has assigned one hundred percent (100%) of the membership interests in Brick Standard to SA II (the "**Brick Standard Assignment**"), while Ironstate retains ownership of Standard Alternative; and

WHEREAS, Altus Power, LLC, a Delaware limited liability company ("**Altus Power**") is acquiring all of the membership interests in SA II from Ironstate and, thereby, will become the indirect owner of Brick Standard through its ownership of SA II; and

WHEREAS, the Township has consented to the Brick Standard Assignment and Altus Power's acquisition of SA II from Ironstate;

WHEREAS, the parties have agreed to amend the address/notice provisions set forth in the Security Agreement and the ACOI pursuant to this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Brick Standard continues as the "Debtor" under the Security Agreement and as the "Borrower" under the ACOI.

2. Brick Standard hereby represents that all representations and warranties made in the Security Agreement and the ACOI are accurate as of the date of this Amendment, as if made

on the date hereof, and that there are no defaults or the existence of circumstances that would lead to a default under the Security Agreement or the ACOI as of the date hereof.

3. The Security Agreement and the ACOI are amended to delete the existing address for the Tenant and to add the names and addresses as follows:

Tenant's address:

Brick Standard, LLC
c/o Altus Power, LLC
2200 Atlantic Street, Suite 600
Stamford, CT 06902
Attn: Gregg Felton, Co-CEO
Email: Gregg.felton@altuspower.com and
legal@altuspower.com

Tenant's attorney and address:

Russo Tumulty Nester Thompson & Kelly, LLP
1099 Mt. Kemble Avenue, Suite B
Morristown, NJ 07960
Attn: Howard O. Thompson
Email: hthompson@russotumulty.com

Landlord's attorney and address:

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2d Floor
Roseland, NJ 07068
Attn: Matthew D. Jessup
Email: mjessup@msbnj.com

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures

5. Except as modified by this Amendment, the Security Agreement and the ACOI remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be properly executed as of the date first written above.

ATTEST:

THE TOWNSHIP OF BRICK, NEW JERSEY

By: _____
John G. Ducey, Mayor

ATTEST:

BRICK STANDARD, LLC

By: _____

EXHIBIT E

Form of Promissory Note Amendment

AMENDMENT TO PROMISSORY NOTE

THIS AMENDMENT TO PROMISSORY NOTE (this "**Amendment**") is made this ___ day of August 2022, between Brick Standard, LLC, a New Jersey limited liability company ("**Brick Standard**" or the "**Borrower**"), and the Township of Brick (the "**Lender**" or "**Township**"), a municipal corporation of the State of New Jersey (the "**State**"), whose address is Municipal Building, 401 Chambers Bridge Road, Brick Township, New Jersey 08723.

WITNESSETH:

WHEREAS, on September 26, 2014, Brick Standard executed and delivered that certain \$23,650,000 promissory note (the "**Promissory Note**"); and

WHEREAS, Brick Standard represents that one hundred percent (100%) of the membership interests in Brick Standard have been owned by Standard Alternative, LLC ("**Standard Alternative**") since the execution of the Promissory Note; and

WHEREAS, Ironstate Holdings, LLC, a New Jersey limited liability company ("**Ironstate**"), the sole member of Standard Alternative, has created and spun off Standard Alternative II, LLC, a New Jersey limited liability company ("**SA II**"), and Standard Alternative has assigned one hundred percent (100%) of the membership interests in Brick Standard to SA II (the "**Brick Standard Assignment**"), while Ironstate retains ownership of Standard Alternative; and

WHEREAS, Altus Power, LLC, a Delaware limited liability company ("**Altus Power**") is acquiring all of the membership interests in SA II from Ironstate and, thereby, will become the indirect owner of Brick Standard through its ownership of SA II; and

WHEREAS, the Township has consented to the Brick Standard Assignment and Altus Power's acquisition of SA II from Ironstate;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Brick Standard reaffirms its obligations as the "**Borrower**" under the Promissory Note.
2. Brick Standard hereby reaffirms all payment and other obligations under the Promissory Note. Brick Standard and the Township agree that there are no defaults under the Promissory Note as of the date hereof. Brick Standard and the Township agree that the attached Exhibit A is the payment schedule for the Township's bonds issued in connection with the Promissory Note.
3. The address for Brick Standard is amended as follows: Brick Standard, LLC, c/o Altus Power, LLC, 2200 Atlantic Street, Suite 600, Stamford, CT 06902, Attn: Gregg Felton, Co-CEO; Email: Gregg.felton@altuspower.com and legal@altuspower.com.
4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be

delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures

5. Except as modified by this Amendment, the Promissory Note remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be properly executed as of the date first written above.

ATTEST:

BRICK STANDARD, LLC

By: _____

ATTEST:

THE TOWNSHIP OF BRICK, NEW JERSEY

By: _____
John G. Ducey, Mayor

Exhibit A

PERIOD ENDING	BEFORE REFUNDING OUTSTANDING DEBT SERVICE	AFTER REFUNDING OUTSTANDING DEBT SERVICE	SAVINGS	YEARLY SAVINGS
5-Aug-21				
1-Sep-21	\$ 1,758,888.75	\$ 1,694,627.81	\$ 64,260.94	\$ 64,260.94
1-Mar-22	241,463.75	116,832.50	124,631.25	
1-Sep-22	1,786,463.75	1,846,832.50	(60,368.75)	64,262.50
1-Mar-23	218,288.75	93,287.50	125,001.25	
1-Sep-23	1,813,288.75	1,873,287.50	(59,998.75)	65,002.50
1-Mar-24	194,363.75	68,964.75	125,399.00	
1-Sep-24	1,844,363.75	1,908,964.75	(64,601.00)	60,798.00
1-Mar-25	168,376.25	62,800.75	105,575.50	
1-Sep-25	1,883,376.25	1,927,800.75	(44,424.50)	61,151.00
1-Mar-26	140,078.75	54,315.00	85,763.75	
1-Sep-26	1,930,078.75	1,954,315.00	(24,236.25)	61,527.50
1-Mar-27	109,201.25	43,960.00	65,241.25	
1-Sep-27	1,979,201.25	1,983,960.00	(4,758.75)	60,482.50
1-Mar-28	75,541.25	31,253.00	44,288.25	
1-Sep-28	2,030,541.25	2,011,253.00	19,288.25	63,576.50
1-Mar-29	38,885.00	16,700.00	22,185.00	
1-Sep-29	2,058,885.00	2,016,700.00	42,185.00	64,370.00
	\$ 18,271,286.25	\$ 17,705,854.81	\$ 565,431.44	\$ 565,431.44

EXHIBIT F

Form of Pledge Amendment

AMENDMENT TO PLEDGE
AND
ASSIGNMENT

THIS AMENDMENT TO PLEDGE AND ASSIGNMENT (this "Amendment") is made this ___ day of August 2022, between Standard Alternative II, LLC, a New Jersey limited liability company ("SA II" or the "Pledgor"), and the Township of Brick (the "Secured Party" or "Township"), a municipal corporation of the State of New Jersey (the "State"), whose address is Municipal Building, 401 Chambers Bridge Road, Brick Township, New Jersey 08723.

WITNESSETH:

WHEREAS, on September 26, 2014, Standard Alternative, LLC, a New Jersey limited liability company ("Standard Alternative") executed and delivered that certain Pledge and Assignment (the "2014 Pledge") in favor of the Township for the purposes of, among other things, assigning and pledging all of the membership interests in Brick Standard, LLC, a New Jersey limited liability company ("Brick Standard") to secure obligations arising under a \$23,650,000 promissory note and loan agreement – as further set forth in the 2014 Pledge; and

WHEREAS, Ironstate Holdings, LLC, a New Jersey limited liability company ("Ironstate"), the sole member of Standard Alternative, has created and spun off SA II, and Standard Alternative has assigned one hundred percent (100%) of the membership interests in Brick Standard to SA II (the "Brick Standard Assignment"), while Ironstate retains ownership of Standard Alternative; and

WHEREAS, Altus Power, LLC, a Delaware limited liability company ("Altus Power") is acquiring all of the membership interests in SA II from Ironstate and, thereby, will become the indirect owner of Brick Standard through its ownership of SA II; and

WHEREAS, the Township has consented to the Brick Standard Assignment and Altus Power's acquisition of SA II from Ironstate; and

WHEREAS, the Township has agreed to release the Assignment of Membership Interests attached to the 2014 Pledge as Exhibit A that was pledged by Standard Alternative, provided that this Amendment is executed and delivered by SA II, together with the Assignment of Membership Interests attached to this Amendment as Exhibit A; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The 2014 Pledge is amended to replace Standard Alternative as "Pledgor" with SA II, with an address as follows: Standard Alternative II, LLC, c/o Altus Power, LLC, 2200 Atlantic Street, Suite 600, Stamford, CT 06902.
2. SA II hereby delivers the Assignment of Membership Interests attached to this Amendment as Exhibit A.
3. Except for its substitution as owner of Brick Standard, LLC, SA II hereby represents that all representations and warranties made in the 2014 Pledge are accurate as of the

date of this Amendment, as if made on the date hereof, and that there are no defaults or the existence of circumstances that would lead to a default under the Pledge as of the date hereof.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures

5. Except as modified by this Amendment, the 2014 Pledge remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be properly executed as of the date first written above.

ATTEST:

THE TOWNSHIP OF BRICK, NEW JERSEY

By: _____
John G. Ducey, Mayor

ATTEST:

BRICK STANDARD, LLC

By: _____

EXHIBIT A

ASSIGNMENT OF MEMBERSHIP INTERESTS

FOR VALUE RECEIVED, Standard Alternative II, LLC, being the sole member of Brick Standard, LLC, a New Jersey limited liability company (the "Company"), hereby sells, assigns and transfers unto the Township of Brick, New Jersey (the "Lender"), its membership interests in the Company, and does hereby constitute and appoint the Lender attorney in fact to take any and all acts necessary in order to consummate the transfer of such membership interests to the Lender or its assignee.

STANDARD ALTERNATIVE II, LLC

By: _____

Dated: August __, 2022

RESOLUTION

WHEREAS, it has been brought to the attention of the governing body of the Township of Brick the Division of Purchasing and Contracting is desirous of receiving bids for the following project:

ROADWAY IMPROVEMENTS TO CHERRY QUAY

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. That the Division of Purchasing and Contracting is hereby authorized to advertise for the receiving of bids for the above-mentioned project.
2. That the consulting engineer for the project, CME Associates, is hereby authorized to prepare formal bid specifications for the above-mentioned project.

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting held on August 23, 2022.

IN WITNESS, WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
42	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, it has been brought to the attention of the governing body of the Township of Brick the Division of Purchasing and Contracting is desirous of receiving bids for the following project:

ROADWAY RESURFACING CONTRACT – SICLAR ESTATES, PHASE 2

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. That the Division of Purchasing and Contracting is hereby authorized to advertise for the receiving of bids for the above-mentioned project.
2. That the consulting engineer for the project, ARH Associates, is hereby authorized to prepare formal bid specifications for the above-mentioned project.

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting held on August 23, 2022.

IN WITNESS, WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-3	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, it has been brought to the attention of the governing body of the Township of Brick the Division of Purchasing and Contracting is desirous of receiving bids for the following item:

**PURCHASE AND DELIVERY OF ONE (1)
29-C.Y. REAR LOADING REFUSE COLLECTION VEHICLE**

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. That the Division of Purchasing and Contracting is hereby authorized to advertise for the receiving of bids for the above-mentioned project.
2. That the Division of Purchasing and Contracting is hereby authorized to prepare bid specifications for the above-mentioned project.

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting held on August 23, 2022.

IN WITNESS, WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-4	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, it has been brought to the attention of the governing body of the Township of Brick the Division of Purchasing and Contracting is desirous of receiving bids for the following item:

**PURCHASE AND DELIVERY OF TWO (2)
AUTOMATED SIDE LOADING REFUSE COLLECTION VEHICLES**

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. That the Division of Purchasing and Contracting is hereby authorized to advertise for the receiving of bids for the above-mentioned project.
2. That the Division of Purchasing and Contracting is hereby authorized to prepare bid specifications for the above-mentioned project.

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting held on August 23, 2022.

IN WITNESS, WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-5	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, sealed bids were received by the Division of Purchasing and Contracting of the Township of Brick for Heating, Ventilating & Air Conditioning Maintenance and Repair Services on Thursday, August 18, 2022; and

WHEREAS, no responsive bids were received at the indicated time and place; and

WHEREAS, the Superintendent of Public Works recommends that the Township Council authorize the Division of Purchasing and Contracting to rebid said service.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN AND STATE OF NEW JERSEY, as follows:

1. The Division of Purchasing and Contracting is hereby authorized to advertise for bid for Heating, Ventilating & Air Conditioning Maintenance and Repair Services.
2. The Division of Purchasing and Contracting is hereby authorized to prepare new bid specifications for the above mentioned project.

CERTIFICATION

I, Lynnette A. Iannarone, Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting held on August 23, 2022.

IN WITNESS, WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-6	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, sealed bids were received by the Division of Purchasing and Contracting of the Township of Brick for the Roadway Improvements – Riviera Beach, Phase 3 on Tuesday, August 9, 2022; and

WHEREAS, the bids have been reviewed by Pennoni Associates; and

WHEREAS, the consulting engineer has recommended award of said bid to the lowest responsive and responsible bidder being in full compliance with the bid specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN AND STATE OF NEW JERSEY, as follows:

1. That the contract for the Roadway Improvements – Riviera Beach, Phase 3 is hereby awarded to Meco, Inc., P.O. Box 536, Clarksburg, NJ 08510 for a total amount of \$551,399.43.
2. That a Certificate of Availability of Funds has been issued by the Chief Financial Officer and is attached hereto. The following is the line item appropriation and ordinance which constitutes the availability of funds for this contract:
Ordinance #10-22 – account C-04-55-882-401 – \$551,399.43
3. That the Mayor is authorized to execute and the Clerk to attest to the proposed form of contract, which shall be available for public examination in the Office of the Township Clerk during normal business hours.
4. That the Division of Purchasing and Contracting is hereby authorized to return any and all bid securities submitted by any unsuccessful bidders pursuant to N.J.S.A. 40A:11-24.
5. That the Township Clerk shall further forward a certified copy of this resolution to the contractor, Pennoni Associates, Business Administrator, Chief Financial Officer, Township Engineer, Superintendent of Public Works, and the Purchasing Agent.

CERTIFICATION

I, Lynnette A. Iannarone, Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting held on August 23, 2022.

IN WITNESS, WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-7	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, the Township of Brick previously awarded a contract to Z Brothers Concrete Contractors, Inc., 304 Jernee Mill Road, Sayreville, NJ 08872 on May 10, 2022 for the project known as "Roadway Improvements to Woodland Valley – Phase III" for a total contract price in the amount of \$434,404.94; and

WHEREAS, pursuant to N.J.A.C. 5:30-11.7 the consulting engineer has recommended the approval of Change Order #1 increasing the contract by \$34,833.23 from \$434,404.94 to \$469,238.17 for additional mobilization cost to complete right of way improvements on an adjacent street; and

WHEREAS, it is now the desire of this Township Council to act upon the consulting engineer's recommendation and to approve said Change Order #1.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN AND STATE OF NEW JERSEY, as follows:

1. That the above-mentioned Change Order #1 is hereby authorized.
2. That a Certificate of Availability of Funds has been issued by the Chief Financial Officer and is attached hereto. The following is the line item appropriation and ordinance which constitutes the availability of funds for this contract:
Ordinance #10-22 – account C-04-55-882-401 – \$34,833.23
3. That the Township Clerk shall further forward a certified copy of this resolution to the contractor, CME Associates, Business Administrator, Chief Financial Officer, Township Engineer and the Purchasing Agent.

CERTIFICATION

I, Lynnette A. Iannarone, Clerk of the Township of Brick in the County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting of said Council on August 23, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-8	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

**RESOLUTION
AUTHORIZING AWARD OF CONTRACT THROUGH
THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY
COOPERATIVE PRICING SYSTEM**

WHEREAS, N.J.S.A. 40A:11-4 requires that every contract for the provision of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the governing body; and

WHEREAS, the Local Public Contracts Law authorizes a municipality to acquire goods and services through a duly formed cooperative purchasing system without advertising for bids; and

WHEREAS, the Township of Brick is a party to a cooperative purchasing agreement with the Educational Services Commission of New Jersey Cooperative Pricing System, organized pursuant to N.J.S.A. 40A:11-10; and

WHEREAS, the Township of Brick desires to purchase two (2) 2023 Chevrolet Bolt EVs through the Educational Services Commission of NJ contract #65MCESCCPS – ESCNJ 20/21-09; and

WHEREAS, the Chief Financial Officer has certified to the Township Clerk that funds are available.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. That the contract is awarded without competitive bidding pursuant to N.J.S.A. 40A:11-10 of the Local Public Contracts Law.
2. That the Purchasing Agent is hereby authorized to execute a purchase order to Mall Chevrolet, Inc., 75 Haddonfield Road, Cherry Hill, NJ 08002 in the total amount of \$52,176.00 for the purchase and delivery of two (2) electric vehicles 2023 Chevrolet Bolt EVs through contract #65MCESCCPS – ESCNJ 20/21-09 (\$26,088.00 each).
3. That a Certificate of Availability of Funds has been issued by the Chief Financial Officer and is attached hereto. The following is the line item appropriation and ordinance which constitutes the availability of funds for this contract:
Ordinance #8-22 – account C-04-55-880-501 – \$52,176.00
4. That the Township Clerk shall further forward a certified copy of this resolution to vendor, Business Administrator, Chief Financial Officer, Superintendent of Public Works and the Purchasing Agent.

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting held on August 23, 2022.

IN WITNESS, WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

Agenda # 4-9	Date 8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

RESOLUTION

WHEREAS, sealed bids were received by the Division of Purchasing and Contracting of the Township of Brick for Automotive Parts, Supplies and Repairs for Vehicles under 15,000 GVW on Wednesday, July 20, 2022; and

WHEREAS, the bids have been reviewed by the Superintendent of Public Works; and

WHEREAS, the Superintendent of Public Works has recommended award of Ford manufactured vehicles to the lowest responsive and responsible bidder being in full compliance with the bid specifications.

NOW, THEREFORE, BE IT RESOLVED THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN AND STATE OF NEW JERSEY, AS FOLLOWS:

1. That the contract for Automotive Parts, Supplies and Repairs for Vehicles Under 15,000 GVW is hereby awarded to Freehold Ford, Inc., 3572 US Route 9, Freehold, NJ 07728 as per the attached schedule of prices.
2. That this is a unit price bid with not to exceed amount of \$35,000.00 per year with funds to be certified prior to each order. Sufficient funds are available in 2022 budget and pending adoption of the future budgets under an appropriation entitled Vehicle Maintenance, account 2-01-26-315-206.
3. That the term of this contract will be two (2) years commencing on September 13, 2022 and concluding on September 12, 2024.
4. That the Mayor is hereby authorized to execute and the Clerk to attest to the proposed form of agreement aforesaid, which such agreement shall be available for public examination in the office of the Township Clerk during normal business hours.
5. That a certified copy of this resolution shall be forwarded to the vendor, the Business Administrator, Chief Financial Officer, Superintendent of Public Works and Purchasing Agent.

CERTIFICATION

I, Lynnette A. Iannarone, Clerk of the Township of Brick in the County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting of said Council on August 23, 2022.

IN WITNESS, WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-10	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, N.J.S.A. 19:44A-20.5 et seq. provides the procedure for soliciting proposals through a fair and open process; and

WHEREAS, there is a need to retain Professional Medical Services to provide pre-employment physicals, fit for duty examinations and drug and alcohol testing for new and existing employees; and

WHEREAS, the Township of Brick has solicited proposals for said services through a fair and open process on Tuesday, August 9, 2022; and

WHEREAS, the proposals have been reviewed by the Deputy Chief of Police and the Human Resources Director; and

WHEREAS, the Deputy Chief of Police and the Human Resources Director have recommended and are satisfied with the qualifications and experience of the firms which are the subject of this award; and

WHEREAS, the Human Resources Director has recommended soliciting proposals for additional vendors to create a pool of vendors to accommodate the Township's needs.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Brick, County of Ocean and State of New Jersey as follows:

1. That the contract for Professional Medical Services is hereby awarded to the following vendors as per the attached schedule of prices:
 - Dynamic Testing Service, 230 Main Street, Toms River, NJ 08723
 - Hackensack Meridian Team Health, dba Hackensack Meridian Works, 2-12 Corbett Way, Suite 101, Eatontown, NJ 07724
 - The Institute for Forensic Psychology, 5 Fir Court, Suite 2, Oakland, NJ 07436
2. That this contract is being awarded as a professional service in accordance with N.J.S.A. 40A:11-5 pursuant to a fair and open process.
3. That services for this contract shall be rendered to the Township at the rates listed on Attachment A, with a total amount not to exceed \$140,000.00. Sufficient funds are available in 2022 budget and pending adoption of the 2023 budget under appropriation entitled Human Resources – Doctors Fees, account 2-01-20-105-276.
4. That the term of this contract is one (1) year commencing on September 11, 2022 and ending on September 10, 2023.
5. That the Division of Purchasing & Contracting is hereby authorized to advertise for the receiving of additional proposals for the above mentioned services in accordance with P.L. 2004, Chapter 19 (Pay-to-Play).
6. That the Mayor is authorized to execute and the Township Clerk to attest to the agreement which shall be available for public examination in the office of the Township Clerk during normal business hours.
7. That a certified copy of this resolution shall be provided to the vendors, Business Administrator, Human Resources Director, Deputy Police Chief, Chief Financial Officer and Purchasing Agent.

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council on August 23, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

Agenda #	Date
4-11	8-23-22
Agenda #	Date

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

**RESOLUTION
AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY NO LONGER
NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

WHEREAS, the Township of Brick has determined that the personal property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

WHEREAS, the Township of Brick intends to utilize the online auction services of Municibid, 395 Circle of Progress Drive, Suite D, Pottstown, PA 19464 with website located at www.municibid.com; and

WHEREAS, the sales are being conducted pursuant to N.J.S.A. 40A:11-36 and the guidance set forth in the Division of Local Government Services' Local Finance Notices 2019-15 and 2021-18.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN, AND STATE OF NEW JERSEY, as follows:

1. That the Township is hereby authorized to sell the surplus personal property as indicated on Schedule A on an online auction website entitled www.municibid.com.
2. That the auction shall be identified as "Auction 2022-5" and will comprise of various IT equipment.
3. That the terms and conditions of the agreement entered into between Municibid and the Township of Brick are available at www.municibid.com.
4. That the auction will begin on Monday, September 5, 2022 at 8:00 a.m. and conclude on Friday, September 16, 2022 at 4:00 p.m.
5. That a certified copy of this resolution shall be forwarded to Municibid, Business Administrator, Director of Information Technology, Chief Financial Officer and the Purchasing Agent.

CERTIFICATION

I, **LYNNETTE A. IANNARONE**, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify that the foregoing resolution was duly passed by the Township Council of the Township of Brick at a regular meeting held on August 23, 2022.

IN WITNESS, WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-12	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, there exists in the Township of Brick the authority to issue a total of ten (10) Taxicab Business Licenses for the operation of taxicabs within the Township; and

WHEREAS, the Township Council has determined to offer by public bidding, as authorized by N.J.S.A. 48:16-2.3, one (1) Taxicab Business License with qualifications in accordance with this Resolution and Chapter 421 of the Township Code, entitled "Taxicab and Limousines."

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Brick, County of Ocean, State of New Jersey, as follows:

1. That there shall be offered for sale one (1) new Taxicab Business License for the operation of taxicabs within the Township in accordance with the procedures set forth at N.J.S.A. 48:16-1 et. seq.
2. That the Township Clerk shall publish notice of the proposed issuance of the taxicab business license indicating that the applications therefore will be accepted by the Township Clerk at the time, date, and place specified in the notice, after which no further applications will be accepted.
3. That said notice shall be published in a newspaper circulating generally in the municipality at least two (2) times, at least one week apart, the second of which shall be at least thirty (30) days prior to the date of the sale.
4. The minimum bid price for the taxicab business license authorized by this Resolution shall be \$200.00.
5. The Township Clerk shall review all applications for the licenses to ascertain that the applicant is qualified under New Jersey Statutes pertaining to taxicabs, the Township Code, and this Resolution.
6. That it is a condition to the award of any taxicab business license authorized by this Resolution that the winning bidders shall equally share the costs of reimbursing the municipality for any costs incurred in complying with the public notice requirements.
7. That it is a further condition to the award of any taxicab business license authorized by this Resolution that the winning bidder shall pay \$200.00 per taxicab for the issuance of medallions payable after the award of the contract. Said medallions shall be issued in accordance with the Township Code and be subject to annual renewal as stated therein.
8. The Township reserves the right to reject any and all bids.

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council on August 23, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-13	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, the Assistant Township Engineer has notified the Municipal Clerk by letter dated August 15, 2022 that there is \$412.32 remaining in the engineering inspection fund from Nichols and Rakos, LLC, 1949 Route 88 East, Brick, NJ (Block 869.05 Lot 5 REV-22-00207) and

WHEREAS, the Assistant Township Engineer has advised that all the required improvements have been completed and are acceptable; and

WHEREAS, the Assistant Township Engineer recommends that the \$412.32 remaining in the engineering inspection fund be returned to the applicant; and

WHEREAS, the Township Council is satisfied with the recommendations of the Assistant Township Engineer.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN AND STATE OF NEW JERSEY, as follows:

1. That the \$412.32 remaining in the engineering inspection fund be returned to the applicant.
2. That a certified copy of this resolution be forwarded to:
 - a. Chief Finance Officer
 - b. Assistant Township Engineer
 - c. Applicant/Developer

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council on August 23, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-14a	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, the Assistant Township Engineer has notified the Municipal Clerk by letter dated August 15, 2022 that there is \$931.09 remaining in the engineering inspection fund from Keller Property Investments, LLC, 387 Herbertsville Road, Brick, NJ (Block 1236 Lot 1 REV-17-00261) and

WHEREAS, the Assistant Township Engineer has advised that all the required improvements have been completed and are acceptable; and

WHEREAS, the Assistant Township Engineer recommends that the \$931.09 remaining in the engineering inspection fund be returned to the applicant; and

WHEREAS, the Township Council is satisfied with the recommendations of the Assistant Township Engineer.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN AND STATE OF NEW JERSEY, as follows:

1. That the \$931.09 remaining in the engineering inspection fund be returned to the applicant.
2. That a certified copy of this resolution be forwarded to:
 - a. Chief Finance Officer
 - b. Assistant Township Engineer
 - c. Applicant/Developer

CERTIFICATION

I, Lynnette A. Iannarone, Township Clerk of the Township of Brick, County of Ocean and State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council on August 23, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-14b	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, Kelly Napolitano, Tax Collector for the Township of Brick is advising the Township Council that 100% DAV/ Widow of Veteran deductions has been granted on Block 869.02, Lot 3 Account # 415494 as of 5/10/2022.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Brick, County of Ocean and State of New Jersey, that the Tax Collector be authorized to cancel taxes from 5/10/2022 and forward and refund as follows.

<u>Block/Lot/Account #</u>	<u>Name</u>	<u>Amount</u>
869.02/3/415494 91 Kieser Blvd.	Campo, Juan Carlos & Melissa Ann	\$1,680.19

CERTIFICATION

I, Lynnette A. Iannarone, Clerk for the Township of Brick, County of Ocean and State of New Jersey, do certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting of said Township Council on August 23, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
415a	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, Kelly Napolitano, Tax Collector for the Township of Brick is advising the Township Council that 100% DAV/ Widow of Veteran deductions has been granted on Block 662, Lot 21 Account # 312558 as of 3/4/2022.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Brick, County of Ocean and State of New Jersey, that the Tax Collector be authorized to cancel taxes from 3/4/2022 and forward and refund as follows.

<u>Block/Lot/Account #</u>	<u>Name</u>	<u>Amount</u>
662/21/312558 738 Downey Ave.	Huggins, Joshua & Cynthia	\$1,272.98

CERTIFICATION

I, Lynnette A. Iannarone, Clerk for the Township of Brick, County of Ocean and State of New Jersey, do certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting of said Township Council on August 23, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-156	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

RESOLUTION

WHEREAS, Kelly Napolitano, Tax Collector for the Township of Brick is advising the Township Council that there are overpayments of taxes for the year 2022.

NOW, THEREFORE BE IT RESOLVED by the Township Council in the Township of Brick, County of Ocean and State of New Jersey, that the Township Treasurer be authorized to refund any and all monies due the individual property owner or bank who was responsible for the overpayment.

<u>Block/Lot/Account #</u>	<u>Name</u>	<u>Amount</u>
576/27/311550 488 Monmouth Ave.	Info-Pro Lender Services	\$1,204.89
1427/6/G4802/727911 56 Kathy Court	Clayton, Diana	\$1,037.50

CERTIFICATION

I, Lynnette A. Iannarone, Clerk of the Township of Brick, County of Ocean and State of New Jersey, do certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council of the Township of Brick at a meeting of said Township Council on August 23, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Township this 23rd day of August, 2022.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Agenda #	Date
4-15C	8-23-22
Agenda #	Date
Agenda #	Date
Agenda #	Date

ORDINANCE

ORDINANCE OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY ADOPTING CHAPTER 257 ENTITLED LIGHT TRESPASS IN RESIDENTIAL AREAS

WHEREAS, the New Jersey Light Pollution Study Commission submitted a report to the Governor and Legislature in April, 1996 and specifically noted that light trespass including lights that illuminate a neighboring property may be viewed as an invasion of privacy; deteriorate the natural nighttime environment; impact driving, reduce the ability to observe the starry night sky; and that obtrusive lighting conditions may be avoided by the adoption of local ordinances; and

WHEREAS, the Township Council of the Township of Brick deems it to be in the public interest to prohibit light trespass to provide for the peaceful and quiet enjoyment for the residents and citizens of the Township of Brick

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Brick, County of Ocean, and State of New Jersey as follows:

SECTION 1. The Township Code of the Township of Brick is hereby amended to adopt Chapter 257 captioned Light Trespass in Residential Areas and the adopted provision shall and read as follows:

257 - Light Trespass in Residential Areas.

§257-1 Prohibited Acts:

- A. Placing or maintaining spotlights or other types of artificial lighting that provide a continuous concentrated beam of light extending beyond any property lines. This prohibition shall not apply to spotlights or other types of artificial lighting controlled by a motion detector that automatically turns off within ten minutes of activation caused by motion.
B. Placing or maintaining spotlights or other types of artificial lighting extending beyond the vertical plane of the face of any building or structure that causes a continuous beam of light to be reflected upon any adjoining property or any public street. This prohibition shall not apply to spotlights or other types of artificial lighting controlled by a motion detector that automatically turns off within ten minutes of activation caused by motion.

§257-2. Applicability:

This Chapter is intended to apply and to bind the owners, tenants, occupants, guests and all other persons within the Township of Brick.

§257-3. Enforcement; Complaints:

- A. It shall be the duty of the Police Department and Zoning Officials and Code Enforcement Officials of the Township of Brick to determine whether this Chapter has been and is being complied with and to enforce the provisions of this Chapter against any person violating the same.
B. Any Police Officer, Zoning Official or Code Enforcement Official of the Township of Brick, may file a complaint in Municipal Court of the Township of Brick for any violations of this Chapter.

Table with 2 columns: Agenda #, Date. Row 1: 51, 8-23-22. Row 2: Agenda #, Date. Row 3: Agenda #, Date. Row 4: Agenda #, Date.

§257-3. Violations and Penalties: Any person, firm, corporation or association violating the terms of this article, whether as principal, agent or employee of another, shall be subject to the penalties as provided in Chapter 1, § 1-15, General penalty. If the violation is of a continuing nature, each day during which it continues constitutes a separate and distinct offense.

SECTION 2. All ordinances or parts thereof, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of their inconsistencies.

SECTION 3. In the event any section, part or provision of this Ordinance shall be held unconstitutional or invalid by any Court, such holding shall not affect the validity of this Ordinance or any remaining part of this Ordinance other than the part held unconstitutional or invalid.

SECTION 4. This ordinance shall take effect after second reading and publication as required by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Brick held on the 23rd day of August 2022, and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the 13th day of September 2022 at 7:00 p.m., at the Municipal Building, located at 401 Chambers Bridge Road, Brick, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

JOHN G. DUCEY
MAYOR

**ORDINANCE OF THE TOWNSHIP OF BRICK, IN THE COUNTY
OF OCEAN, NEW JERSEY APPROVING APPLICATION FOR A
LONG TERM TAX EXEMPTION AND AUTHORIZING THE
EXECUTION OF A FINANCIAL AGREEMENT WITH LCP
SPORTS II URBAN RENEWAL, LLC**

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

WHEREAS, pursuant to the Redevelopment Law, improvements to property located within an area in need of rehabilitation or redevelopment may qualify for long term tax exemptions under the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the "**Exemption Law**"); and

WHEREAS, pursuant to the Redevelopment Law, by resolution duly adopted on July 24, 2007, the governing body of the Township (the "**Council**"), designated certain properties in the Township known as Metedeconk Village as an area in need of redevelopment in accordance with the Redevelopment Law, which properties included certain lots now known as Block 702, Lots 30.01 and 30.02 on the tax map of the Township (the "**Redevelopment Area**"); and

WHEREAS, on June 10, 2008, the Council adopted Ordinance 27-08 that adopted the Metedeconk Village Redevelopment Plan, which sets forth the plan for the redevelopment of the Redevelopment Area, as amended on May 3, 2011, February 3, 2015, and April 24, 2018 (the "**Redevelopment Plan**"); and

WHEREAS, pursuant to *N.J.S.A. 40A:12-4*, the Township has determined to act as the "redevelopment entity" (as such term is defined at *N.J.S.A. 40A:12A-3* of the Redevelopment Law) for the Redevelopment Area; and

WHEREAS, on May 1, 2018, the Township and HFZ Brick LLC ("**HFZ**") entered into a Redevelopment Agreement (the "**Redevelopment Agreement**") for the redevelopment of a portion of the Redevelopment Area identified as Block 702, Lot 30.02 and described in Exhibit A attached hereto (the "**Property**"), pursuant to which HFZ was formally designated as Redeveloper of the Property and agrees to, among other things, construct a recreational facility project with associated parking and site improvements on the Property; and

WHEREAS, on July 9, 2021, HFZ and the Entity executed that certain Assignment and Assumption of Project Agreements, pursuant to which the Entity assumed all of HFZ's rights in and obligations under the Redevelopment Agreement and became the "Redeveloper" of the Property within the meaning of the Redevelopment Law;

WHEREAS, the Entity intends to develop a recreational sports facility, along with associated site improvements and supporting parking, including (i) 1 story, approximately 27,600 s.f. building to be used as a basketball center; and (ii) an approximately 68,400 s.f. Sports Dome (the "**Project**"), as shown on the Site Plan included with the Application, as herein defined; and

WHEREAS, the Project will conform to the Redevelopment Plan and the Redevelopment Agreement and all applicable municipal zoning ordinances to the extent it contains provisions that are relevant to the Project and will be in conformance with the master plan of the Township; and

WHEREAS, the Entity is an urban renewal entity created in accordance with the Exemption Law which owns the Property and acts as the Redeveloper in accordance with the Redevelopment Agreement; and

WHEREAS, the Entity was created for the purposes of acquiring, owning, holding, developing, maintaining, financing, mortgaging, improving, operating, leasing, managing,

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using, refinancing, selling, subdividing, or otherwise dealing with the Property; and

WHEREAS, pursuant to and in accordance with the provisions of the Exemption Law, the Township is authorized to provide for tax exemptions within a redevelopment area and for payments in lieu of taxes; and

WHEREAS, on or about August 16, 2022, in order to enhance the economic viability of and opportunity for a successful project the Entity filed an application (the "**Application**") with the Township, which is on file with the Township Clerk, for approval of a long term tax exemption for the Project in accordance with the Exemption Law; and

WHEREAS, the Application requested a thirty (30) year term for the Financial Agreement and an annual service charge based on variable percentage of gross revenue for the duration of the term; subject to the terms of the Exemption Law; and

WHEREAS, the Mayor submitted the Application and the financial agreement attached hereto as **Exhibit B** (the "**Financial Agreement**") to the Council with his recommendation for approval, a copy of which recommendation is on file with the Township Clerk; and

WHEREAS, upon review of the Application and the Mayor's recommendation, the Council has made the following findings with respect to the Project pursuant to N.J.S.A. 40A:20-11:

A. Relative benefits of the Project when compared to the costs:

1. The Property currently generates approximately \$38,650 in real estate tax revenue to the Township. The projected Annual Service Charge will generate average revenue to the Township of approximately \$280,000 annually over the 30 year term prior to the 5% share to Ocean County.
2. It is estimated that the Project will create certain temporary jobs during construction and new permanent jobs associated with the ongoing upkeep, operation and management of the building;
3. The Project should stabilize and contribute to the economic growth of existing local businesses and to the creation of new businesses;
4. The Project will further the redevelopment objectives of the Redevelopment Plan for the Property; and
5. The Township has determined that the benefits of the Project significantly outweigh the costs to the Township.

B. Assessment of the importance of the Tax Exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

1. The relative stability and predictability of the Annual Service Charge will make the Project more attractive to investors and lenders needed to finance the Project; and
2. The relative stability and predictability of the Annual Service Charge will allow stabilization of the Project operating budget which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area.

WHEREAS, in accordance with the provisions of the Exemption Law, the Council desires to approve the Application and the Financial Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BRICK, NEW JERSEY AS FOLLOWS:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Application submitted by the Entity is hereby approved in accordance with Section 8 of the Exemption Law.

Section 3. The Mayor is hereby authorized and directed to execute the Financial Agreement substantially in the form attached as **Exhibit B** together with such additions, deletions and other modifications deemed necessary upon consultation with counsel to the Township, and prepare, amend or execute any other agreements necessary to effectuate this ordinance, subject to modification or revisions, as deemed necessary and appropriate.

Section 4. The Clerk of the Township is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Township upon such document.

Section 5. The Township Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Township in accordance with Section 12 of the Exemption Law.

Section 6. In accordance with Section 12 of the Exemption Law, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Ocean County and to the Ocean County Counsel for informational purposes.

Section 7. The Mayor and Township Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Township, in consultation with Township counsel, as is necessary to effectuate the terms of the Financial Agreement.

Section 8. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 9. This ordinance shall take effect in accordance with all applicable laws.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Committee on first reading at a meeting of the Township Committee of the Township of Brick held on the 23rd day of August 2022, and will be considered for second reading and final passage at a regular meeting of the Township Committee to be held on the 13th day of September 2022 at 7:00 p.m., at the Municipal Building, located at 401 Chambers Bridge Road, Brick, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

JOHN G. DUCEY
MAYOR

EXHIBIT A

Property Description

EXHIBIT B

Form of Financial Agreement

ORDINANCE

AN ORDINANCE OF THE TOWNSHIP OF BRICK,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AMENDING CHAPTER 460 OF THE TOWNSHIP CODE
ENTITLED "VEHICLES, OPERATION OF," TO

WHEREAS, the Township has received comments from the U.S. Fish & Wildlife Service on the required "Township of Brick Beach Management Plan for the Protection of Federally & State-Listed Species"; and

WHEREAS, Fish & Wildlife recommends that the Township amend Chapter 460 of the Township Code, entitled "Vehicles, Operation Of," in order to restrict beach buggy driving from October 1 through April 30, and also to assure that no beach buggy driving will occur in plant-protected areas until November 30; and

WHEREAS, Fish & Wildlife requires that Chapter 460 be amended to indicate specifically the procedures for the Township to ensure that beach buggy vehicles are kept out of plant-protection areas either through notification as part of the permit process or through enforcement; and

WHEREAS, the Township desires to undertake both efforts, to make notification through the permit process and through signage and enforcement.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Brick that Chapter 460 of the Township Code is hereby amended as indicated below (deletions indicated by ~~strikethrough~~ and additions indicated by underline):

SECTION 1. Chapter 460 of the Township Code is hereby amended as set forth below:

Chapter 460 Vehicles, Operation of

§ 460-1 Definitions.

As used in this article, the following terms shall have the meanings indicated:

MOTOR VEHICLE

Includes any vehicle included within the definition of "motor vehicle," "motor-drawn vehicle," "motorcycle" and "motorized bicycle" as provided for in N.J.S.A. 39:1-1.

§ 460-2 Operation restricted to improved and designated roadways.

Except as otherwise provided in this article, no person, except a governmental employee or agent acting within the scope of his governmental employment or agency, shall operate any motor vehicle or all-terrain vehicle upon any park, beach, or open space recreation area or upon any pedestrian or bicycle path owned by the Township of Brick or the Brick Township Board of Education except upon improved public roadways or parking lots located upon such public property and designated for such use.

§ 460-3 Permit required; application; fee.

A. Section 460-2 of this article shall not apply to a person who has obtained and is in possession of a permit from the Township to operate a motor vehicle upon a municipally owned beach bordering the Atlantic Ocean during the period from October 1 through April 30 however no motor vehicle or all-terrain vehicle shall be permitted to operate on or near plant-protected areas before November 30, which restriction shall specifically be included in any permit. Such permit shall be obtained by filing an application with the Township Clerk, who shall require from the applicant the applicant's name, age, driver's license number, and the make, model, year, motor vehicle registration number, if any, and type and description of the vehicle to be operated by the applicant. The applicant shall furthermore be required to pay a fee in the amount of \$35 in connection with such application. Notwithstanding the foregoing, any individual exempt from fees pursuant to Chapter 110, § 110-19 shall be exempt from the fees established by this section.

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B. Prior to the issuing of the aforesaid permit by the Township Clerk, the Brick Township Police Department shall inspect the motor vehicle in order to ensure that said vehicle is properly equipped for beach use. The vehicle shall be equipped with a twenty-five-foot towing chain, shovel, spare tire and jack, fire extinguisher, flashlight and first aid kit. Should the Brick Township Police Department be satisfied that the vehicle is properly equipped and the applicant has demonstrated his ability to safely operate a motor vehicle upon any such beach area without endangering the health and safety of himself or others, the Township Clerk may issue a permit for the operation of a motor vehicle under this article.

C. The requirements of Subsection B shall not apply to the renewal by the Township of permits issued for operation of all-terrain vehicles (ATV's) prior to the adoption of this article. Such permits shall be renewed in accordance with Subsection A.

D. The Township Clerk shall limit the total number of permits issued pursuant to this article to 125.

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§ 460-4 Rules and regulations.

Any person who has been issued a permit under this article shall operate his motor vehicle subject to the following rules and regulations:

A. No motor vehicle shall be operated on the strand or beachfront at a speed in excess of 15 miles per hour.

B. No such motor vehicle shall be operated on the sand dunes, and all such motor vehicles shall obtain access to the beachfront from the public streets only at places specifically designated by the municipality.

C. All such vehicles shall be required to maintain a reasonable distance from congested bathing beaches or other areas where bathers, surf fishermen or others using the beach are present.

D. No rubbish, debris or litter of any sort shall be discarded from any motor vehicle while being operated on the beachfront.

E. No motor vehicle shall be operated on the beachfront after sunset without adequate lights.

F. Every motor vehicle being operated on the beach shall be operated in a safe, reasonable and careful manner at all times so as not to endanger the lives and safety of other persons using the beachfront.

G. No motor vehicle or all-terrain vehicle shall be permitted to operate on or near plant-protected areas before November 30. Said plant-protected areas shall be designated by signage installed by the Township.

SECTION 2. If any section or provision of this Ordinance shall be held invalid in any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

SECTION 3. This Ordinance shall take effect upon adoption and publication in an official newspaper of the Township, as required by and in conformance with law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed by the Township Council on first reading at a meeting of the Township Council of the Township of Brick held on the 23rd day of August, 2022, and will be considered for second reading and final passage at a regular meeting of the Township Council to be held on the 13th day of September, 2022 at 7:00 p.m., at the Municipal Building, located at 401 Chambers Bridge Road, Brick, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

LYNNETTE A. IANNARONE
TOWNSHIP CLERK

JOHN G. DUCEY
MAYOR