

Mayor
ANTHONY TALERICO, JR.

Council
VIRGINIA M. EAST, President
DANIELLE M. JONES
MEIRARAMAN
CARL LAWSON
CANDACE M. FAUST
MARIA GRAZIA ESCALANTE



BOROUGH OF EATONTOWN
47 Broad Street
Eatontown, New Jersey 07724

Borough Administrator
WILLIAM P. LUCIA III

Borough Clerk
JULIE MARTIN

Borough Attorney
ANDREW BAYER

Borough Engineer
EDWARD HERRMAN

AGENDA
Mayor and Council
Wednesday, October 22, 2025

This meeting has been advertised in accordance with the Open Public Meetings Act: A notice of the meeting has been published in the Asbury Park Press, Star Ledger and the Link News, posted on the bulletin board in the lobby of Borough Hall, and posted to the Borough website. Public Comment is welcome at any time.

WORKSHOP 7:00 pm

1. Roll Call, Flag Salute
2. Netflix PILOT, Presentation/Discussion

REGULAR MEETING 7:30 pm (or as soon thereafter)

1. Roll Call
2. **APPROVAL OF MINUTES** *(vv)*
 - A. Workshop and Regular - 10/8/2025
3. **COMMUNICATIONS**
 - A. Eatontown Land Use Board Public Hearing Notice, 58 Tinton Avenue
 - B. State of New Jersey Department of Transportation 2026 Local Freight Impact Fund Applications Letter
4. **MAYOR'S REPORT** - Mayor Talerico
5. **REPORTS OF COMMITTEES**
 - A. EMERGENCY SERVICES - Council President East
 - B. FINANCE & ORDINANCE - Councilmember Jones
 - C. POLICE, PUBLIC LIGHTS & PARKING - Councilmember Araman
 - D. PARKS & RECREATION - Councilmember Lawson
 - E. PUBLIC WORKS & INSURANCE - Councilmember Faust
 - F. PUBLIC BUILDINGS & TENANTS RIGHTS - Councilmember Escalante
6. **ADMINISTRATOR'S REPORT** - Interim Administrator Lucia
7. **OLD BUSINESS** *(rc)*
 - A. **ORDINANCE ADOPTION** *(rc)*
 - 1) **Ordinance 17-2025** - Ordinance Approving for a Long-Term Tax Exemption and authorizing the Execution of a Financial Agreement with Netflix Eatontown Urban Renewal, LLC - **Public Hearing/Adoption**

8. PUBLIC HEARING - Community Benefits Agreement between the Borough of Eatontown, Netflix Inc. and The New Jersey Economic Development Authority

9. PUBLIC COMMENT ON AGENDA ITEMS ONLY

10. BILLS & CLAIMS AND BI-WEEKLY PAYROLL (vv)

11. NEW BUSINESS

A. CONSENT AGENDA RESOLUTIONS (rc)

(All matters listed hereunder are considered to be routine in nature and will be enacted in one motion. Any person may request an item be removed for separate consideration).

1) Resolution 245-2025 - Auth. Cancellation of Property Taxes Due to Totally Exempt Vet (Blk 2202, Lot 33)

2) Resolution 246-2025 - Auth. Tax Sale Certificate Redemptions

3) Resolution 247-2025 - Auth. Refund of Overpaid Property Taxes

4) Resolution 248-2025 - Auth. Purchase of Helmets/Turnout Gear through State Contract, Fire Dept (\$31,869.25)

5) Resolution 249-2025 - Renewal of Membership in the Monmouth Municipal Joint Insurance Fund

6) Resolution 250-2025 - Appointment of Municipal Clerk/Registrar

7) Resolution 251-2025 - Approval of Community Benefits Agreement between the Borough of Eatontown, Netflix, Inc. and The New Jersey Economic Development Authority

12. REMARKS OF COUNCIL AND CITIZENS

13. ADJOURNMENT (vv)

*The next meeting of the Governing Body is
Wednesday, November 12, 2025 @ 7:00 p.m.*

ORDINANCE 17-2025

BOROUGH OF EATONTOWN
COUNTY OF MONMOUTH, STATE OF NEW JERSEY

ORDINANCE APPROVING APPLICATION FOR A LONG-TERM TAX EXEMPTION AND
AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH NETFLIX
EATONTOWN URBAN RENEWAL, LLC

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

WHEREAS, on August 23, 2017, the Borough Council (the **"Borough Council"**) of the Borough of Eatontown (the **"Borough"**), adopted Resolution 178-2017, designating certain property within the Borough's boundaries that previously fell under the jurisdiction and control of the Fort Monmouth Economic Revitalization Authority (**"FMERA"**), including Block 301, Lot 1, Block 501, Lots 1 and 1.01, Block 601, Lot 1 and Block 701, Lot 1, as a non-condemnation "area in need of redevelopment" (the **"Original Redevelopment Area"**), according to the criteria set forth in the Redevelopment Law, as reaffirmed by Resolution 173-2023 adopted by the Borough Council on August 9, 2023; and

WHEREAS, on September 20, 2017, FMERA consented to the Borough's designation of the Original Redevelopment Area as an area in need of redevelopment in accordance with *N.J.S.A. 52:27I-26(o)* and *N.J.A.C. 19:31C-3.25(a)(5)*; and

WHEREAS, on October 25, 2023, the Borough Council adopted Ordinance 31-2023, approving and adopting the Fort Monmouth Reuse and Redevelopment Plan as the "redevelopment plan" for the Original Redevelopment Area in accordance with *N.J.S.A. 40A:12A-7*; and

WHEREAS, on July 26, 2023 and August 17, 2023, respectively, the Borough and the Borough of Oceanport (**"Oceanport"**), adopted Ordinance 19-2023 and Ordinance #1078, respectively, amending the municipal boundary between the Borough and Oceanport on the property of the former Fort Monmouth, as reflected on a map prepared by FMERA dated April 21, 2023, attached to both pieces of legislation and made a part thereof, which amendment added an area of land consisting of approximately 47.5 acres (the **"Transferred Land"**) to the Borough that was formerly part of Oceanport on the property of the former Fort Monmouth; and

WHEREAS, on February 21, 2024, FMERA adopted Amendment #20 to the Fort Monmouth Reuse and Redevelopment Plan (**"Amendment #20"**) for, among other property, the "Mega Parcel", an approximately 292+/- acre parcel of land containing former residential, administrative and research and development buildings, warehouses, workshops and additional general purpose facilities in the Borough and Oceanport, within the Main Post section of the former Fort Monmouth (the **"Netflix Redevelopment Area"**); and

WHEREAS, on September 10, 2025, the Borough Council adopted Resolution 217-2025, designating the Transferred Land as a non-condemnation "area in need of redevelopment" (the **"Additional Redevelopment Area"** and, together with the Original Redevelopment Area, the **"Redevelopment Area"**), according to the criteria set forth in the Redevelopment Law; and

WHEREAS, on September 17, 2025, FMERA consented to the Borough's designation of the Additional Redevelopment Area as an area in need of redevelopment in accordance with *N.J.S.A. 52:27I-26(o)* and *N.J.A.C. 19:31C-3.25(a)(5)*; and

WHEREAS, on September 25, 2025, the Borough Council adopted Ordinance 15-2025, approving and adopting Amendment #20 as the "redevelopment plan" for the Redevelopment Area, in accordance with *N.J.S.A. 40A:12A-7* (the "**Redevelopment Plan**"); and

WHEREAS, as a condition to the effectiveness of this Ordinance, FMERA shall have consented to the Borough's adoption of the Redevelopment Plan in accordance with *N.J.A.C. 19:31C-3.25(b)(1)*; and

WHEREAS, the Purchase and Sale Agreement & Redevelopment Agreement dated as of January 13, 2023 (as amended and supplemented from time to time, the "**Redevelopment Agreement**"), by and between FMERA and Netflix Studios RE Holdings, LLC, as successor-in-interest to Netflix, Inc. (the "**Owner**"), sets forth the terms and conditions by which the Owner will undertake to redevelop the Netflix Redevelopment Area, by undertaking the project described in Exhibit B to the hereinafter defined Financial Agreement (collectively, and as the same may be amended and supplemented from time to time pursuant to the terms of the Redevelopment Agreement, the "**Netflix Redevelopment Project**"); and

WHEREAS, a portion of the Netflix Redevelopment Project shall be developed, constructed and operated in a portion of the Redevelopment Area (also referred to herein as the "**Project Site**"), and such portion of the Netflix Redevelopment Project shall, to the extent completed and located within the Redevelopment Area, be referred to herein as the "**Project**"; and

WHEREAS, pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the "**Exemption Law**"), and the Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.* (as amended and supplemented, the "**RAB Law**" and, together with the Redevelopment Law and the Exemption Law, the "**Acts**"), the Borough is authorized to provide for and accept, in lieu of real property taxes, an annual service charge paid by the Entity to the Borough; and

WHEREAS in order to improve the feasibility of the Project, Netflix Eatontown Urban Renewal, LLC (the "**Entity**"), an affiliate of the Owner, submitted an application (the "**Application**") to the Mayor of the Borough for a long term tax exemption pursuant to the Exemption Law; and

WHEREAS, the Mayor submitted the Application and the form of financial agreement on file in the office of the Borough Clerk and available for public inspection (the "**Financial Agreement**") to the Borough Council, together with his recommendation for approval, a copy of which recommendation is on file with the Borough Clerk; and

WHEREAS, the Borough Council has determined that the Project represents an undertaking permitted by the Exemption Law, approves the Borough's findings as to the benefits and importance of the tax exemption as set forth in the Financial Agreement, and finds that the relative benefits of the Project justify the long term tax exemption requested in the Application.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Eatontown, in the County of Monmouth, New Jersey, as follows:

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

Section 2. The Borough Council hereby approves the Application and the Financial Agreement. The Borough Council hereby further approves the findings set forth in the Financial Agreement, consisting of the benefits of the Project versus costs, and the importance of the long term tax exemption.

Section 3. The Mayor is hereby authorized to execute the Financial Agreement substantially in the form on file in the office of the Borough Clerk and available for public inspection, together with such additions, deletions, modifications, or revisions deemed necessary or desirable in consultation with counsel to the Borough.

Section 4. The Borough Clerk 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 Borough upon such document.

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

Section 6. In accordance with P.L. 2015, c. 247, 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 Borough Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County counsel for informational purposes.

Section 7. The Mayor and the Borough Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Borough, in consultation with counsel, as may be 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. A copy of this Ordinance shall be available for public inspection at the offices of the Borough.

Section 10. This Ordinance shall take effect in accordance with applicable law, provided that FMERA has consented to the Borough's adoption of the Redevelopment Plan pursuant to *N.J.A.C. 19:31C-3.25(b)(1)*.

INTRODUCTION DATE: OCTOBER 8, 2025
PUBLIC HEARING: OCTOBER 22, 2025

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10:56 AM

BOROUGH OF EATONTOWN
Bill List By Vendor Id

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P.O. Type: All
Range: First to Last
Format: Condensed
Vendors: All
Rcvd Batch Id Range: First to Last
Include Non-Budgeted: Y
Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AMAZ001	AMAZON.COM SERVICES, INC								
	25-02055	09/10/25	KIDS NOISE CANCEL HEADPHONES	Open	187.27	0.00			
	25-02195	09/26/25	FIRE INSPECTOR STICK	Open	22.98	0.00			
	25-02196	09/26/25	HARD HAT HOLDER/CAR DESK	Open	152.91	0.00			
					363.16				
AMER004	AMERICAN WEAR								
	25-01302	06/09/25		Open	133.00	0.00			
AMER001	AMERIFLEX BUSINESS SOLUTIONS								
	25-02343	10/13/25	FSA/COBRA FEE NOVEMBER 2025	Open	115.00	0.00			
ANNH001	ANN HOWELL								
	25-00262	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00			B
ANTH0030	ANTHONY CHERRY/CHERRY LAW FIRM								
	25-02211	09/29/25	EATONTOWN PUBLIC DEFENDER	Open	4,000.00	0.00			
AOC001	ALLIED OIL LLC.								
	25-02085	09/15/25	93 RFG GAS/ETHANOL 8.27.25	Open	3,925.56	0.00			
	25-02239	10/01/25	93 RFG GAS/ETHANOL 9.16.25	Open	6,802.35	0.00			
					10,727.91				
APP002	GANNETT NJ NEWSPAPERS								
	25-02062	09/11/25	Legal Advertisements	Open	159.28	0.00			B
ARNONE01	JOAN ARNONE								
	25-00322	01/29/25	2025 SHBP REIMBURSMENT RETIREE	Open	1,725.57	0.00			B
	25-00652	03/13/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00			B
					2,280.57				
ASFI001	ATLANTIC SECURITY & FIRE, INC.								
	25-01208	05/23/25		Open	360.00	0.00			B
	25-01748	08/01/25		Open	148.80	0.00			B
	25-02021	09/05/25		Open	427.00	0.00			
	25-02023	09/05/25		Open	681.85	0.00			
					1,617.65				
ATH001	ATHLETE'S ALLEY								
	25-01941	08/27/25	Clincher Softballs	Open	402.00	0.00			
ATS001	ATLANTIC TREE EXPERTS CO.								
	25-01910	08/25/25	2 BROAD ST. - REMOVAL	Open	2,500.00	0.00			
ATTA001	ATLANTIC TACTICAL								
	25-01600	07/17/25	Training Firearms	Open	288.91	0.00			

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ATTM002	AT&T MOBILITY - 287306454448	25-02389	10/16/25	BORO/DPW CELL USAGE	Open	375.06	0.00		
ATTM003	AT&T MOBILE 287306454309	25-02388	10/16/25	BORO/POLICE CELL USAGE	Open	3,062.88	0.00		
BAND001	BANDAG, INC	25-00936	04/16/25	OPEN FOR 2025	Open	1,330.36	0.00		B
BBBA001	BROWN & BROWN BENEFITS ADV.	25-02272	10/06/25	NOV 25' MONTHLY FEE	Open	1,500.00	0.00		
BELOP005	BELO PIZZERIA	25-00445	02/18/25	FIRE DEPT MONTHLY TRAININGS	Open	976.66	0.00		B
BOE001	EATONTOWN BOARD OF EDUCATION	25-02337	10/13/25	TAX LEVY SEPTEMBER 2025	Open	2,290,692.00	0.00		
BOW004	BOW WOW PET WASTE	25-01940	08/27/25	TIE-HANDLE BAGS CASE 2400	Open	999.90	0.00		
BRA001	KENNETH BRAND	25-02282	10/07/25	NETFLIX PRODUCTION	Open	140.00	0.00		
CALI001	CALIBRE PRESS	25-01986	09/03/25	Training-Decoding Body Lang	Open	219.00	0.00		
CAPIC001	RONALD CAPICHANA	25-02104	09/16/25	DJ Halloween 10.17.25	Open	250.00	0.00		
		25-02199	09/26/25	Photo Booth 10.17.25	Open	450.00	0.00		
						700.00			
CGPH001	CGP&H, LLC	25-02144	09/19/25	HOUSING REHAB PROGRAM SERVICES	Open	550.00	0.00		
CHAS001	ARTHUR F. CHASEY, JR.	25-00250	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
CIOK001	PEGGY CIOK	25-00253	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
CIOK002	ROBERT S CIOK	25-00254	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
CKC001	CAROL K. CHASEY	25-00248	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
COLLE005	COLLEEN MATTHEWS	25-02257	10/03/25	EYEGLASS REIMBURSEMENT	Open	600.00	0.00		
COPS001	C.O.P.S/Mitchell Cowit	25-02063	09/12/25	Patrol Interview Tactics	Open	169.00	0.00		

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
COSEN001	VICTOR A COSENTINO, JR	25-00257	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
CRANB005	CRANBURY CUSTOM LETTERING INC	25-01883	08/20/25	EatontownDay2sidedsignswstakes	Open	168.00	0.00		
CSUT001	CAROL SUTPHIN	25-00277	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
DANIE015	DANIEL GILLIGAN	25-02183	09/25/25	2025 Boot Reimbursement	Open	100.00	0.00		
DEADY002	FLORA DEADY	25-00258	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
DELAG006	DELAGE FINANCIAL SRV-POSTAL	25-02309	10/09/25	BORO POSTAL EQUIPMENT LEASE	Open	112.30	0.00		
DILW001	DILWORTH PAXSON	25-02142	09/19/25	PROFESSIONAL SERVICES	Open	2,867.50	0.00		
DOBR001	JOHN DOBROWOLSKI	25-00259	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
ESA001	EATONTOWN SEWERAGE AUTHORITY	25-02284	10/07/25	SEWER COST FROM TAX SALE	Open	21,309.00	0.00		
FERRUGIA	LINDA G FERRUGIA	25-00653	03/13/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
FILEB005	FILEBANK, INC	25-02102	09/16/25	FILE RETRIEVAL - OPRA RQST	Open	40.57	0.00		
		25-02175	09/24/25	FILE STORAGE SEPT 2025	Open	829.32	0.00		
		25-02258	10/03/25	OPRA 243-2025	Open	473.49	0.00		
						1,343.38			
FMERA001	FMERA	25-02392	10/16/25	ELECTRIC STREET LIGHT FORT	Open	764.40	0.00		
FOLE002	FOLEY, INCORPORATED	25-01321	06/10/25	OPEN FOR 2025	Open	1,172.75	0.00		B
FOO001	SAKER SHOPRITES, INC.	25-01788	08/07/25	SEPTEMBER SNACKS	Open	73.69	0.00		
		25-02013	09/04/25	HISTORICAL MUSEUM EVENTS	Open	117.56	0.00		
						191.25			
GENAC001	BOROUGH OF EATONTOWN GENERAL A	25-02238	10/01/25	PAY PERIOD 10/10/25 O/S DETAIL	Open	13,884.00	0.00		
GENSE005	GENSERVE, LLC	25-00525	02/26/25		Open	1,195.00	0.00		B

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GHW001	GEORGE H. WITTENBERG	25-02000	09/03/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		
GIRL001	GIRL SCOUTS OF THE JERSEY SHOR	25-00034	01/06/25	OPEN FOR 2025	Open	125.00	0.00		B
GM001	G&M TROPHY CO, INC	25-02078	09/15/25	WILLIAM P LUCIA III NAME PLATE	Open	17.00	0.00		
		25-02103	09/16/25	Soccer Medals/ Softball Trophy	Open	526.75	0.00		
						543.75			
GPC001	GENUINE PARTS COMPANY INC	25-01424	06/25/25	OPEN FOR 2025	Open	926.65	0.00		B
		25-01610	07/18/25	STEEL WW BUNDLE W RCK	Open	1,414.18	0.00		
						2,340.83			
GRAS002	JANICE GRASSO	25-02214	09/29/25	BORO CELL PHONE REIMBURSEMENT	Open	90.00	0.00		
GUI001	ANTHONY GUIDO	25-02178	09/25/25	2025 Boot Reimbursement	Open	59.49	0.00		
GWL001	GEORGE WALL LINCOLN MERCURY, IN	25-01137	05/13/25	OPEN FOR 2025	Open	401.38	0.00		B
		25-01631	07/18/25	OPEN FOR 2025	Open	126.93	0.00		B
						528.31			
HEYERGRU	HEYER GRUEL & ASSOCIATES, PA	25-02172	09/24/25	40 byrnes escrow#1698	Open	1,545.00	0.00		
HHP001	HUNTERDON HILLS PLAYHOUSE	25-02037	09/08/25	HOLIDAY SHOW DEC 1, 2025	Open	3,410.33	0.00		
HOW001	WALTER HOWELL	25-00263	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
IMA003	MARCO TECHNOLOGIES, LLC	25-01102	05/08/25	COPIER LEASES	Open	970.97	0.00		B
INTER015	INTERGLOBE COMMUNICATIONS	25-02167	09/24/25	BORO PHONE SYSTEM	Open	10,179.01	0.00		
JASCW001	JERSEY AUTO SPA CAR WASH LLC	25-00177	01/16/25	BUILDING/HOUSING CAR WASHES	Open	17.00	0.00		B
JERS001	JCP&L	25-02393	10/16/25	BORO ELECTRIC SERVICE	Open	97.34	0.00		
JFWLL001	JOSEPH FAZZIO-HOWELL LLC	25-00044	01/06/25	OPEN FOR 2025	Open	57.00	0.00		B
		25-00499	02/21/25	open 2025	Open	439.67	0.00		B

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Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
JFWLL001	JOSEPH FAZZIO-HOWELL LLC	Continued				
25-01642	07/18/25 OPEN FOR 2025	Open	635.76	0.00		B
			1,132.43			
JGC001	John Guire Supply LLC					
25-00733	03/24/25 OPEN FOR 2025	Open	328.32	0.00		B
25-01643	07/18/25 OPEN FOR 2025	Open	576.79	0.00		B
			905.11			
JRCAMP01	John R. Campbell					
25-00244	01/27/25 MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
JSL001	JERSEY SHORE LINE STRIPING INC					
25-02150	09/19/25 CROSSWALK, STOP BAR, CENTER LI	Open	865.00	0.00		
JSPOT01	JOHNNY ON THE SPOT, LLC					
25-01012	04/25/25 OPEN FOR 2025-PINEBROOK	Open	384.00	0.00		B
JULIE001	JULIE MARTIN					
25-02336	10/13/25 Cell Phone Reimbursement	Open	122.80	0.00		
JUNIO005	JUNIORS' VENTURE, INC					
25-01802	08/07/25 45 MINUTE MUSICAL SHOW	Open	245.00	0.00		
KAW001	CHARLES KAWAS					
25-00264	01/27/25 MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
KEPWE005	KEPWEL SPRING WATER CO, INC.					
25-01558	07/10/25	Open	90.50	0.00		B
KIMEC005	KIM E. CONNELLY					
25-00656	03/13/25 MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
KIRSC001	EDWARD KIRSCHENBAUM					
25-02031	09/05/25 2025 Boot Reimbursement	Open	100.00	0.00		
KSTAUF01	KATHLEEN M. STAUFFER					
25-00275	01/27/25 MEDICARE REIMBURSEMENT 2025	Open	777.00	0.00		B
25-00323	01/29/25 2025 SHBP REIMBURSEMENT RETIREE	Open	2,741.22	0.00		B
			3,518.22			
LASER001	LASER SAVE					
25-01777	08/07/25 Ink Cartridges	Open	1,546.00	0.00		
LECK001	LECKSTEIN & LECKSTEIN, LLC					
25-02173	09/24/25 Surrey Escrow #1618	Open	1,600.00	0.00		
25-02189	09/25/25 Popeyes Escrow #1694	Open	400.00	0.00		
25-02274	10/06/25 10.6.2025 PB Attendance	Open	500.00	0.00		
			2,500.00			
LERT002	LERTCH RECYCLING CO, INC					
25-00045	01/06/25 OPEN FOR 2025	Open	72.60	0.00		B

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
LINC002	LINCOLN FINANCIAL LIFE INS CO								
	25-01734	07/29/25	2024	LOSAP AWARDS	Open	1,350.00	0.00		
	25-01745	07/31/25	2024	LOSAP AWARDS	Open	2,700.00	0.00		
	25-01829	08/13/25	2024	LOSAP AWARDS	Open	<u>4,050.00</u>	0.00		
						8,100.00			
LLPAV005	L&L PAVING COMPANY, INC								
	25-02242	10/01/25		RESOLUTION 138-2025 1ST PAYMEN	Open	39,762.74	0.00		
LOU001	LOUIS R. MICELI								
	25-00270	01/27/25		MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
MACA001	PETER MACALUSO								
	25-00265	01/27/25		MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
MAURE005	MAUREEN CLAYTON								
	25-00256	01/27/25		MEDICARE REIMBURSEMENT 2025	Open	777.00	0.00		B
MCA001	BARBARA MCAULIFFE								
	25-00267	01/27/25		MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
MCK001	MARY ANN MCKEAN								
	25-00268	01/27/25		MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
MGL001	MGL PRINTING SOLUTIONS								
	25-01937	08/26/25		Tax Sale Notices	Open	273.00	0.00		
MICHE005	MICHELLE JENKS								
	25-02124	09/18/25		RECREATION SOCCER REFUND	Open	95.00	0.00		
MIDAT001	MID ATLANTIC TRUCK CENTRE, INC								
	25-01710	07/28/25		DPW#59 BRAKE DRUM	Open	1,684.64	0.00		
MON002	MONMOUTH BUILDING CENTER								
	25-00050	01/06/25		OPEN FOR 2025	Open	20.97	0.00		B
	25-00932	04/16/25			Open	157.74	0.00		B
	25-01892	08/21/25			Open	<u>564.52</u>	0.00		B
						743.23			
MOR002	LINDA MORGAN								
	25-00271	01/27/25		MEDICARE REIMBURSEMENT 2025	Open	1,110.00	0.00		B
MRH00L	MONMOUTH REGIONAL H.S. BD. OF								
	25-02338	10/13/25		TAX LEVY SEPTEMBER 2025	Open	982,633.92	0.00		
MU002	MONMOUTH UNIVERSITY								
	25-01913	08/25/25		FEDERAL WORK STUDY	Open	332.77	0.00		
	25-02164	09/23/25		FEDERAL WORK STUDY	Open	<u>182.32</u>	0.00		
						515.09			
NJAWC001	NEW JERSEY AMERICAN WATER								
	25-02395	10/17/25		BORO MONTHLY WATER USAGE	Open	2,117.90	0.00		

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BOROUGH OF EATONTOWN
Bill List By Vendor Id

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NJB001	VERIZON	25-02390	10/16/25	MUSEUM MONTHLY PHONE SERVICE	Open	236.77	0.00		
NJLE001	NJ LEAGUE OF MUNICIPALITIES	25-02269	10/06/25	LEAGUE OF MUNI ADMIN PD	Open	90.00	0.00		
NJPO001	NEW JERSEY PLANNING OFFICIALS	25-02046	09/09/25	Mandatory Training & Books	Open	145.00	0.00		
NOZ001	NOLZE GARAGE DOOR, LLC	25-01609	07/18/25		Open	198.00	0.00		B
OICEAN01	OCEAN TOOLS, LLC	25-01947	08/28/25	TMP55 SOFTWARE UPDATE	Open	387.00	0.00		
OLIVIO05	OLIVIA'S II	25-01784	08/07/25	OPEN FOR 2025	Open	108.49	0.00		B
OMEG002	OMEGA GRAPHICS	25-02082	09/15/25	Table Throw for Comm Events	Open	180.00	0.00		
PAY003	LOUISE M. PAYNE	25-02213	09/29/25	MEDICARE REIMBURSEMENT 2025	Open	389.98	0.00		
PCAMP001	Patricia Campbell	25-00245	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
PEL002	JOSEPH PELELLA JR	25-00343	02/03/25	MEDICARE INS REIMBURSEMENT 25	Open	546.00	0.00		B
PEL003	SHERYL PELELLA	25-00342	02/03/25	MEDICARE INS REIMBURSEMENT 25	Open	555.00	0.00		B
PETRO02	PETRO KING SERVICE	25-01809	08/11/25	DIESEL PUMP REPAIRS 8/4/25	Open	1,080.38	0.00		
PLC002	PORTER LEE CORPORATION	25-02052	09/10/25	ZD421 Thermal Desk Printer	Open	3,561.53	0.00		
POORJ005	POOR JOHN'S PORTABLE TOILETS	25-00462	03/06/25	Portable Restrooms 4 Locations	Open	732.00	0.00		B
POS002	POSITIVE PROMOTIONS	25-02070	09/12/25	FIRE PREVENTION WEEK SUPPLIES	Open	4,623.89	0.00		
QUAUT001	QUALITY AUTO GLASS, INC.	25-01614	07/18/25	OPEN FOR 2025	Open	383.22	0.00		B
REP001	REPUBLIC SERVICES	25-02205	09/29/25	RESI SERVICES & RECYCLING	Open	181,138.44	0.00		
REPT001	REPUBLIC SERVICES	25-02240	10/01/25	SEPT. 2025 TONNAGE	Open	25,646.34	0.00		

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Bill List By Vendor Id

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
RHOM001	RHOMAR	25-02077	09/15/25	GARAGE STOCK	Open	3,426.38	0.00		
ROBER005	ROBERTS AND SONS INC	25-01323	06/10/25	OPEN FOR 2025	Open	281.03	0.00		B
RSTA001	ROBERT G. STAUFFER	25-00276	01/27/25	MEDICARE REIMBURESMENT 2025	Open	777.00	0.00		B
RUTG099	RUTGERS CONTINUING STUDIES GOV	25-01841	08/15/25	CERTIFIED PUBLIC WORKS MANAGER	Open	4,558.00	0.00		
SCH001	T&M ASSOCIATES	24-02044	09/17/24	INDUSTRIAL WAY PHASE 5	Open	8,328.75	0.00		B
		24-02115	09/24/24	GURBISZ SPLASH PARK BATHROOM B	Open	2,111.00	0.00		B
		24-02736	12/04/24	STORMWATER MAPPING	Open	1,031.25	0.00		B
		25-00990	04/22/25	SITE INVESTIGATION SERVICE	Open	58,355.63	0.00		B
		25-02187	09/25/25	Netflix 1B Escrow #1699	Open	34,822.00	0.00		
						104,648.63			
SEA002	SEABOARD WELDING SUPPLY, INC.	25-00053	01/06/25	OPEN FOR 2025	Open	243.50	0.00		B
		25-01141	05/13/25	OPEN FOR 2025 - RENTALS	Open	243.50	0.00		B
						487.00			
SEACST01	SEA COAST CHEVROLET-OLDSMOBILE	25-01324	06/10/25	OPEN FOR 2025	Open	807.40	0.00		B
SIRC001	SIRCHIE	25-00152	01/15/25	LENS Training	Open	695.00	0.00		
STA001	STAVOLA CONTRACTING CO. INC.	25-00147	01/15/25	OPEN FOR 2025	Open	246.00	0.00		B
		25-00532	02/27/25	OPEN FOR 2025	Open	330.00	0.00		B
						576.00			
STAP003	STAPLES ADVANTAGE	25-01736	07/30/25	BUILDING/BORO OFFICE SUPPLIES	Open	57.40	0.00		
		25-02096	09/15/25	POLICE RECORDS OFFICE SUPPLIES	Open	110.10	0.00		
		25-02099	09/15/25	CLERK OFFICE SUPPLIES	Open	30.55	0.00		
						198.05			
SWOMB001	SHARON WOMBOUGH	25-00281	01/27/25	MEDICARE REIMBURSEMENT 2025	Open	555.00	0.00		B
TARGE005	TARGETED TECHNOLOGIES LLC	25-02018	09/04/25	MANDATED UPGRADES	Open	39,328.00	0.00		
TAXC001	MONMOUTH COUNTY TREASURER	25-02342	10/13/25	COUNTY TAX NOVEMBER 2025	Open	1,888,789.17	0.00		
TAXH001	MONMOUTH COUNTY TREASURER	25-02341	10/13/25	COUNTY HEALTH TAX NOV 2025	Open	30,667.15	0.00		

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
TAXL001	MONMOUTH COUNTY TREASURER	25-02339	10/13/25	COUNTY LIBRARY TAX NOVEMBER 25	Open	113,259.66	0.00		
TAX0001	MONMOUTH COUNTY TREASURER	25-02340	10/13/25	COUNTY OPEN SPACE TAX NOV 2025	Open	291,392.32	0.00		
THEAU005	THE AUBREY GROUP LLC	25-01839	08/14/25	GRANT WRITING SERVICES	Open	8,265.52	0.00		
		25-02141	09/19/25	GRANT WRITING SERVICES	Open	442.00	0.00		
						8,707.52			
TIM001	W. E. TIMMERMAN CO., INC.	25-01661	07/21/25	SB SEGMENT SET (4) 17 WIRE	Open	847.13	0.00		
TNJ001	TREASURER, STATE OF NJ	25-02225	09/30/25	Marriage 3rd Quarter Report	Open	775.00	0.00		
TNJ002	TREASURER, STATE OF NJ	25-02256	10/03/25	3RD QTR DCA FEES - 2025	Open	25,290.00	0.00		
TROP001	TROPICANA CASINO AND RESORT	25-01780	08/07/25	NJLM CONFERENCE	Open	540.00	0.00		
TURF001	TURF TRADE	25-01426	06/25/25	OPEN FOR 2025	Open	995.00	0.00		B
UGIEN005	UGI ENERGY SERVICE, LLC	25-02394	10/16/25	BORO MONTHLY NATURAL GAS USE	Open	564.06	0.00		
UNIFI005	UNIFIRST CORPORATION	25-01409	06/23/25	OPEN FOR 2025	Open	440.46	0.00		B
VERIZ005	VERIZON - ALBANY	25-02391	10/16/25	BORO FIBEROPTIC SERVICES	Open	807.67	0.00		
WWG001	GRAINGER INC	25-01425	06/25/25	OPEN FOR 2025	Open	357.00	0.00		B
WWG010	W.W. GRAINGER, INC.	25-01341	06/11/25		Open	24.64	0.00		B
		25-01821	08/13/25		Open	70.73	0.00		B
		25-02032	09/05/25		Open	930.65	0.00		B
		25-02114	09/17/25		Open	422.61	0.00		
		25-02136	09/19/25		Open	975.72	0.00		
						2,424.35			
Total Purchase Orders:		172	Total P.O. Line Items:		0	Total List Amount:		6,189,507.15	Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND:	5-01	5,983,777.29	0.00	5,983,777.29	95.00	0.00	5,983,872.29
GENERAL CAPITAL F	C-04	109,154.63	0.00	109,154.63	0.00	0.00	109,154.63
GRANT FUND	G-02	108.49	0.00	108.49	0.00	0.00	108.49
	T-15	18,742.00	0.00	18,742.00	0.00	0.00	18,742.00
	T-17	77,629.74	0.00	77,629.74	0.00	0.00	77,629.74
Year Total:		96,371.74	0.00	96,371.74	0.00	0.00	96,371.74
Total of All Funds:		6,189,412.15	0.00	6,189,412.15	95.00	0.00	6,189,507.15

RESOLUTION 245-2025
BOROUGH OF EATONTOWN
COUNTY OF MONMOUTH, STATE OF NEW JERSEY

AUTHORIZING CANCELLATION OF PROPERTY TAXES DUE TO TOTALLY EXEMPT VETERAN

WHEREAS, the Tax Collector has forwarded to the Mayor and Council of the Borough of Eatontown, a recommendation to cancel uncollectible taxes, due to approval by the Tax Assessor of tax exempt status (veteran); and

WHEREAS, in accordance with N.J.S.A. 54:4-99, there are provisions for the Borough of Eatontown to adjust with respect to uncollectible taxes.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Eatontown, Monmouth County, New Jersey, do hereby authorize the cancellation of taxes as follows, based upon the recommendation of the Tax Collector:

BLOCK	LOT	NAME	AMOUNT
2202	33	Forgione, Michael	\$195.49 (3 rd Q 2025) \$2932.36 (4 th Q 2025)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT	CERTIFICATION I, Julie Martin, Borough Clerk of the Borough of Eatontown do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Eatontown, County of Monmouth, State of New Jersey at a regular meeting held on October 22, 2025. Julie Martin, Borough Clerk
Council President East							
Councilmember Jones							
Councilmember Araman							
Councilmember Lawson							
Councilmember Faust							
Councilmember Escalante							
Mayor Talerico							

**BOROUGH OF EATONTOWN
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

WHEREAS, The Tax Collector has forwarded to the Borough of Eatontown a list of Tax Sale Certificate Outside Liens for Redemption and has recommended that the same be refunded.

BLOCK	LOT	QUAL	NAME	AMOUNT CERTIFICATE	AMOUNT PREMIUM	CERTIFICATE NUMBER
401	64		KDH INVESTMENTS LLC	\$ 1,929.82	\$ 3,400	25-00003
1002	31		RTLFLJ II LLC	\$ 484.25	\$ 800	25-00009
1101	6		AMERICAN TAX LIEN FUND LLC	\$ 542.66	\$ 900	25-00014
1502	23		RTLFLJ II LLC	\$ 6,413.52	\$ 18,400	25-00023
1902	19		DAXUAN WANG	\$ 531.70	\$ 100	25-00028
2701	23		RTLFLJ II LLC	\$ 478.04	\$ 800	25-00037
3402	36		AMERICAN TAX LIEN FUND LLC	\$ 531.70	\$ 900	25-00048

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Council President East						
Councilmember Jones						
Councilmember Araman						
Councilmember Lawson						
Councilmember Faust						
Councilmember Escalante						
Mayor Talerico						

CERTIFICATION

I, Julie Martin, Borough Clerk of the Borough of Eatontown do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Eatontown, County of Monmouth, State of New Jersey at a regular meeting held on October 22, 2025.

Julie Martin, RMC, Borough Clerk

**BOROUGH OF EATONTOWN
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

WHEREAS, the Tax Collector has forwarded to the Borough of Eatontown, a list of taxes which are overpaid, and has recommended that the same be refunded; and

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Eatontown that the following taxes are hereby authorized to be refunded/apply based upon the recommendation of the tax collector:

BLOCK	LOT	NAME	AMOUNT
2803	22.05	HAZAN, ROBERT	6,261.05

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Council President East						
Councilmember Jones						
Councilmember Araman						
Councilmember Lawson						
Councilmember Faust						
Councilmember Escalante						
Mayor Talerico						

CERTIFICATION

I, Julie Martin, Borough Clerk of the Borough of Eatontown do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Eatontown, County of Monmouth, State of New Jersey at a regular meeting held on October 22, 2025.

Julie Martin, RMC, Borough Clerk

**BOROUGH OF EATONTOWN
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

WHEREAS, there is a need to purchase helmets and turnout gear for the Borough of Eatontown Fire Department.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Borough Chief Financial Officer, Fire Department and Continental Fire & Safety, Inc.

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:30-5.1 et seq., and any other applicable requirement, I Dena Amodea, CFO of the Borough of Eatontown have ascertained that there are sufficient funds not to exceed \$31,869.25 (PO# 25-02315).

Dena Amodea
Dena Amodea, CFO

		MOTION	SECOND	A YE	NAY	ABSTAIN	ABSENT	CERTIFICATION I, Julie Martin, Clerk of the Borough of Eatontown do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Eatontown, County of Monmouth, State of New Jersey at a regular meeting held on October 22, 2025. <u>Julie Martin, RMC, Borough Clerk</u>
Council President East								
Councilmember Jones								
Councilmember Araman								
Councilmember Lawson								
Councilmember Faust								
Councilmember Escalante								
Mayor Talerico								

BOROUGH OF EATONTOWN
COUNTY OF MONMOUTH, STATE OF NEW JERSEY

WHEREAS, Borough of Eatontown is a member of the Monmouth Municipal Joint Insurance Fund; and

WHEREAS, the Municipality desires to renew said membership;

1. The Borough of Eatontown agrees to renew its membership in the Monmouth Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Mayor and Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Monmouth Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

Anthony Talerico, Jr., Mayor

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Council President East						
Councilmember Jones						
Councilmember Araman						
Councilmember Lawson						
Councilmember Faust						
Councilmember Escalante						
Mayor Talerico						

CERTIFICATION

I, Julie Martin, Borough Clerk of the Borough of Eatontown do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Eatontown, County of Monmouth, State of New Jersey at the regular meeting held on October 22, 2025.

Julie Martin, RMC, Borough Clerk

COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (hereinafter this "**Agreement**"), is made and entered into by and among the **BOROUGH OF EATONTOWN**, having its principal offices at 47 Broad Street, Eatontown, New Jersey, 07724 (hereafter the "**Municipality**", "**Eatontown**", or the "**Borough**"), **NETFLIX, INC.**, having its principal offices at 121 Albright Way, Los Gatos, California, 95032 (hereafter the "**Developer**"), and the **NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**, a body corporate and politic organized and existing under the authority of *N.J.S.A. 34:1B-1 et seq.*, having its offices at 36 West State Street, PO Box 990, Trenton, New Jersey 08625 (hereafter the "**Authority**"; the above entities being hereinafter referred to individually as a "**Party**" or collectively as the "**Parties**").

WITNESSETH:

WHEREAS, the Legislature enacted the *New Jersey Economic Recovery Act of 2020*, as amended, establishing the "Aspire Program Act," N.J.S.A. 34:1B-322 et seq. (the "**Act**") to encourage economic development and job creation; and

WHEREAS, the Act and regulations implementing the Act, *N.J.A.C. 19:31-23.1 et seq.* (the "**Regulations**"), set forth the criteria under which the Developer is eligible for the grant of tax credits; and

WHEREAS, the Developer is initiating a redevelopment project to construct a motion picture, television and broadcast studio campus located on the former Fort Monmouth Department of the Army base (the "**Project**"), and within the boroughs of Eatontown and Oceanport, New Jersey; and

WHEREAS, the portion of the Project within Eatontown's boundaries shall be located on properties described as Block 301, Lot 1.01 and a portion of Lot 1 on the official tax maps of the Borough; and

WHEREAS, under the Act, proposed projects with a total project cost equal to or greater than \$10,000,000 must enter into a community benefits agreement with the Authority and the municipality (or county) in which the project is located pursuant to N.J.S.A. 34:1B-328(f) and *N.J.A.C. 19:31-23.8(e)* as a condition of the Aspire incentive; and

WHEREAS, the Project is estimated to have a total project cost of approximately \$1.1 Billion, thereby requiring compliance with the community benefits agreement requirement; and

WHEREAS, the Act, further provides that prior to entering into this Agreement the governing body of the Municipality must hold at least one public hearing subject to the Senator Byron M. Baer Open Public Meetings Act, N.J.S.A. 10:4-6, et seq. at which the chief executive or designee from the chief executive's department or office shall hear testimony from residents,

community groups and other stakeholders regarding the community benefits that this Agreement shall address; and

WHEREAS, the Municipality held a public hearing on October 22, 2025 at which members of the community and other stakeholders were able to provide input on the needs of the community that this Agreement should address, which minutes of said public hearing are attached hereto as **Exhibit A**; and

WHEREAS, the Parties now desire to enter into this Agreement to memorialize the terms and conditions of the community benefits to be provided by the Developer to the Municipality.

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

All capitalized terms not otherwise defined herein shall have the meaning as set forth in the Act and Regulations, unless the context clearly indicates otherwise.

2. Community Benefits/Authority's Consent.

A. The community benefits to be provided by the Developer to the Municipality shall be in the form of a one-time payment to the Municipality in the amount of Five Million Dollars (\$5,000,000) (the "**Community Benefit**"), payable within ten (10) business days of the date that the Developer closes with the Fort Monmouth Economic Revitalization Authority ("**FMERA**") on the purchase of the property upon which the Project is to be constructed (the "**Closing**"). For the avoidance of doubt, the Developer's obligation to make the Community Benefit payment hereunder is subject to, and conditioned upon, the occurrence of the Closing, and the Parties understand and acknowledge that if for whatever reason the Closing does not occur, the Developer shall have no obligation or liability under this Agreement to make the Community Benefit payment or otherwise.

B. The Authority hereby acknowledges and agrees that this Community Benefits Agreement satisfies the requirements of N.J.S.A. 34:1B-328(f) and *N.J.A.C.* 19:31-23.8(e).

3. Community Advisor Committee.

A community advisory committee ("**Committee**") shall be created by the Municipality within six (6) months of the execution of this Agreement by all Parties to oversee the implementation of this Agreement, monitor successes, and ensure compliance with the terms of this Agreement, as follows:

- A. The Committee shall be comprised of representatives from diverse community groups and residents of the Municipality.
- B. The Mayor of the Municipality shall appoint the members of the Committee, which shall consist of not less than three (3) members.
- C. For new construction or substantial rehabilitation projects, the community advisory committee shall have at least one representative from the business community in the zip code in which the redevelopment project is located, at least one

representative from a community group, and at least one resident from the zip code in which the redevelopment project is located. There shall be no more than one municipal employee on the community advisory committee.

- D. For all other projects, the community advisory committee shall be determined by the Mayor of the Municipality without regard to the criteria listed at (C) above.
- E. The Committee members shall be required to sign a letter certifying that they have no financial or other interested relationship with the Developer. The certifications shall be submitted to the Authority by the Municipality.
- F. Any report or action shall be approved by a majority of the members of the Committee.
- G. The Committee shall produce an annual report, including an evaluation of whether the Developer is in compliance with the terms of this Agreement to be submitted to the Authority and the Developer within fifteen (15) days of the end of the Developer's fiscal year. Once the Committee report states that all obligations under the Agreement are met no future reports will be required.
- H. If the annual report from the Committee and the certification from the Developer pursuant to *N.J.A.C. 19:31-23.9(b)(1)* both indicate that the Developer is in compliance with this Agreement, then the Developer shall be in compliance with this Agreement. Absent extenuating circumstances and the written approval of the Authority, if the Committee does not timely submit the annual report, then the determination of compliance of the Developer shall be based on the certification from the Developer pursuant to *N.J.A.C. 19:31-23.9(b)(1)*.
- I. If the annual report from the Committee indicates that the Developer is not in compliance with the terms of this Agreement, the Authority shall serve as or identify a mediator. The Committee, the Municipality and the Developer shall enter into non-binding mediation to seek resolution or mutually agreeable amendments to this Agreement within 60 days of the notice from the Authority of the person who will serve as a mediator. Thereafter, the results of the mediation shall be reported to the Authority.

If a resolution is not able to be achieved through mediation, a hearing officer will be assigned by the Authority. The hearing officer shall perform a review of the written record and may require an in-person hearing. The hearing officer has sole discretion to determine if an in-person hearing is necessary to reach an informed decision on the appeal. Following completion of the record review and in-person hearing, as applicable, the hearing officer shall issue a written report to the Chief

Executive Officer containing his or her finding(s) and recommendation(s). The hearing officer's report shall be advisory in nature. The Developer, the Municipality, and the Committee shall receive a copy of the written report of the hearing officer and shall have the opportunity to file written comments and exceptions to the hearing officer's report within five (5) business days from receipt of such report. The Chief Executive Officer shall consider the hearing officer's report and any timely submitted written comments and exceptions. Based on that review, the Chief Executive Officer shall make a determination of compliance or non-compliance. The process described in this paragraph is not a contested case subject to the requirements of the Administrative Procedure Act, *N.J.S.A. 52:14B-1 et seq.*, and 52:14F-1 et seq., and the Uniform Administrative Procedure Rules, *N.J.A.C. 1:1*.

4. Audits and Inspections.

At any time during normal business hours upon written notice and as often as the Authority may reasonably deem necessary, Eatontown and the Developer shall make available to the Authority, for examination, and to appropriate State agencies or officials, all of its records with respect to matters covered by this Agreement. Eatontown and the Developer shall maintain records to adequately verify all information that it provides with respect to this Agreement. The provisions of this paragraph shall survive termination of this Agreement. Eatontown or the Developer, as applicable, shall reasonably cooperate with the Authority to provide the Authority any documents requested by the Authority that are in Eatontown's or the Developer's possession relating to this Agreement and the award of tax credits under the Aspire Program.

5. Default.

The following shall constitute an event of default ("**Event of Default**");

- i. A Party fails to perform or comply with the terms and conditions of this Agreement;
- ii. The Developer forfeits its Aspire tax credits pursuant to N.J.A.C. 19:31-23.8 (e)(7)(ii) (19:31-23A.10(e)(2) for new rules) for two successive years;
- iii. The Committee's annual report indicates that the Developer is in non-compliance with this Agreement.

6. Remedies Upon Default.

Upon the existence of any Event of Default, the Parties may take any action at law or in equity to enforce the provisions of this Agreement.

If the Event of Default is pursuant to paragraph 5(iii) above, the following apply:

- i. The amount of tax credits the Developer may apply in the relevant tax period shall be reduced by 120 percent of the sum of the monetary values of the contributions for which the Developer is not in compliance if the Authority determines that:

(1) Compliance with the specific contribution is delayed due to unforeseeable acts related to the Project beyond the Developer's control and without its fault or negligence;

(2) The Developer is using best efforts, with all due diligence, to proceed with the completion of the contribution; and

(3) The Developer has made all reasonable efforts to prevent, avoid, mitigate, and overcome the noncompliance.

ii. For any other noncompliance, the Developer shall forfeit its credit amount for that tax period and each subsequent tax period, until the first tax period for which documentation demonstrating compliance has been reviewed and approved by the Authority, for which tax period and each subsequent tax period the full amount of the credit shall be allowed.

7. Indemnification/Liability.

The Parties agree that the Municipality shall be solely responsible for any and all construction, repairs, maintenance, planting, replacement, operation, security, safety precautions, liability, insurance, and any other obligation required with respect to the benefits accruing from the Community Benefit bestowed by the Developer to the Municipality under this Agreement. The Authority and the Developer shall have no liability or responsibilities whatsoever with respect to the initial or ongoing maintenance, use, and operation of the benefits accruing from the Community Benefit bestowed under this Agreement. The Municipality covenants and agrees to indemnify, defend, and hold harmless the Developer, the Authority, the State of New Jersey and their respective members, agents, officers, employees and servants from all losses, claims, damages, liabilities and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims, etc.) brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from: (i) this Agreement, or (ii) any damage to property or injury to persons in any way relating to this Agreement, except for: losses, claims, damages, liabilities and costs as and to the extent directly arising from the gross negligence or willful misconduct of the Developer or the gross negligence or willful misconduct of the Authority, the State of New Jersey or their respective members, agents, officers, employees and servants. The provisions of this paragraph shall survive termination of this Agreement.

8. Miscellaneous.

A. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. All actions related to the matters which are the subject of this Agreement shall be forumed and venued in a court of competent jurisdiction in the County of Mercer and State of New Jersey.

B. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between or among the Parties with respect to the subject matter of this Agreement.

C. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid pursuant to applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without

invalidating the remainder of such provisions of this Agreement, unless the Parties deem the invalidated provision essential to the accomplishment of the public purposes served by this Agreement, in which case the Parties have the right to terminate this Agreement.

D. Notices. All notices, consents, demands, requests and other communications which may be or are required to be given pursuant to any term of this Agreement shall be in writing and shall be deemed duly given if personally delivered, delivered by overnight courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as each Party to this Agreement may hereafter designate in a written notice to the other Party transmitted in accordance with this provision.

The Authority:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

Portfolio Services

Attn: Director

P.O. Box 990

Trenton, New Jersey 08625

Municipality:

BOROUGH OF EATONTOWN

47 Broad Street

Eatontown, NJ 07724

Attn: Borough Clerk

With a copy to:

Andrew Bayer, Esq.

Pashman Stein Walder Hayden, PC

Bell Works

101 Crawfords Corner Road, Suite 4202

Holmdel, NJ 07731

abayer@pashmanstein.com

Attorneys for Borough of Eatontown

Developer:

NETFLIX, INC.

5808 W. Sunset Boulevard

Los Angeles, CA 90028

Attn: Vice President, Real Estate Legal

With a copy to:

John Lloyd, Esq.
Chiesa Shahinian & Giantomasi, PC
105 Eisenhower Parkway
Roseland, NJ 07067
jlloyd@csglaw.com

F. Amendments or Modifications. This Agreement may only be amended in a writing executed by all Parties. Such amendments or modifications shall become effective only upon execution of the same by all Parties.

G. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

H. Contractual Liability Act. The New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the provisions of which are hereby incorporated herein by reference, applies to any claims by the Developer against the Authority and the Municipality.

I. Tort Claims Act. The New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the provisions of which are hereby incorporated herein by reference, applies to any claims by the Developer against the Authority and the Municipality.

J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each of the Parties hereto.

L. Electronic Execution. This Agreement may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized signatories or officers as of the date and year set forth below.

BOROUGH OF EATONTOWN

By: _____
Name: Anthony Talerico, Jr.
Title: Mayor
Date:

NETFLIX, INC.

By: _____
Name: Kevin J. Logan
Title: Vice President
Date:

**NEW JERSEY ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____
Director – Closing Services
Date:

EXHIBIT "A"

MINUTES OF PUBLIC HEARING