

**RESOLUTIONS ADOPTED BY THE CITY COUNCIL ON AUGUST 13, 2013:**

**R205-13** RESOLUTION CONDITIONALLY-DESIGNATING SECOND AVENUE WAREHOUSE, LLC AS REDEVELOPER FOR 15-17 SECOND AVENUE IN THE BROADWAY GATEWAY SECTOR OF THE REDEVELOPMENT ZONE (HELD OVER FROM JULY 23, 2013)

**R207-13** RESOLUTION TO ACCEPT DONATION OF TWO SEGWAY PATROLLERS

**R208-13** RESOLUTION AMENDING R198-13 REGARDING PERSON TO PERSON TRANSFER OF RAINBOW LIQUORS ADOPTED JULY 23, 2013

**R209-13** RESOLUTION AUTHORIZING THE AUCTION OF ABANDONED VEHICLES

**R210-13** RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR GOSPEL MUSIC CONCERT

**R211-13** RESOLUTION AUTHORIZING MAYOR TO EXECUTE A SUBORDINATION OF MORTGAGE PROVIDED BY THE CITY OF LONG BRANCH TO KIMBERLY DEAN IN THE AMOUNT OF \$97,456.00

**R212-13** RESOLUTION THE CITY OF LONG BRANCH TO ACCEPT THE LOW BID OF MECO INC. IN THE AMOUNT OF \$198,523.75 FOR ROADWAY IMPROVEMENTS AT BEACHFRONT NORTH PHASE II REDEVELOPMENT AREA

**R213-13** RESOLUTION AUTHORIZING THE EXECUTION OF A COMMODITY RESALE AGREEMENT WITH THE COUNTY OF MONMOUTH

**R214-13** RESOLUTION APPOINTING SPECIAL POLICE OFFICERS CLASS II FOR THE CITY OF LONG BRANCH

**R215-13** RESOLUTION RELEASING ESCROW DEPOSIT BLOCK 475 LOT 9 (FONSELIUS)

**R216-13** RESOLUTION AUTHORIZING CONCEPTUAL APPROVAL TO FIRST HARTFORD REALTY CORP / CVS FOR DEVELOPMENT OF BLOCK 289, LOTS 1, 2, 3, 4, & 5 AND REFERRING THE MATTER FOR INDEPENDENT REVIEW TO THE PLANNING BOARD OF THE CITY OF LONG BRANCH

**R217-13** RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN WEST OF PIER ASSOCIATES, LLC AND THE CITY OF LONG BRANCH AND MUTUAL RELEASES BETWEEN ANSELL, ZARO, GRIMM & AARON, LLC AND JAMES G. AARON, ESQ. IN CONNECTION WITH THE MATTER OF WEST OF PIER ASSOCIATES, LLC V. CITY OF LONG BRANCH, ET AL

**R218-13** RESOLUTION APPROVAL PAYMENT OF BILLS

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that Second Avenue Warehouse, LLC is hereby conditionally-designated and approved as the exclusive redeveloper for the Property.

**BE IT FURTHER RESOLVED** that The Redevelopment Committee is hereby authorized engage in negotiations of a redevelopment agreement with Second Avenue Warehouse, LLC.

**BE IT FURTHER RESOLVED** if The Redevelopment Committee is unable to successfully negotiate a satisfactory redevelopment agreement that meets all of the requirements and expectations of the Redevelopment Plan and the Committee, and any other requirements and expectations to reasonable assure the successful completion of the Project, and present such proposed redevelopment agreement to the Council within one hundred and twenty (120) days from the date hereof, the Redevelopment Committee shall, prior to the expiration of such one hundred and twenty (120) days, report the status of the negotiations to the Council and make recommendation to the Council, based upon which the Council shall determine, in its sole

discretion, to either (a) extend the time for such negotiations for a reasonable period of time, if such extension is deemed likely to result in a satisfactory agreement, or (b) cease such negotiations and de-designate Second Avenue Warehouse, LLC as a conditional redeveloper for the Property.

MOVED: Pallone

SECONDED: Celli

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON Aug. 13th, 2013  
IN WITNESS WHEREOF, I HAVE HEREONTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14th DAY OF August, 2013  
Kathy L. Schmelz

# CONCEPTUAL PROPOSAL

July 23, 2013

# the whitechapel projects

THE WHITECHAPEL PROJECTS  
15-17 SECOND AVENUE  
LONG BRANCH, NJ

PROPERTY OWNER:

Mr. Preston Casertano  
3 Wilfred Road  
Manalapan, NJ, 07726

DESIGN TEAM:



MABU Design LLC  
238 South Third Street, Floor 2  
Brooklyn, NY, 11211



David Cunningham Architecture Planning PLLC  
33 Flatbush Avenue, Floor 5  
Brooklyn, NY, 11217

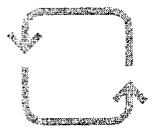


**ROBERT SILMAN ASSOCIATES**  
STRUCTURAL ENGINEERS

Robert Silman Associates Structural Engineers  
88 University Place  
New York, NY 10003

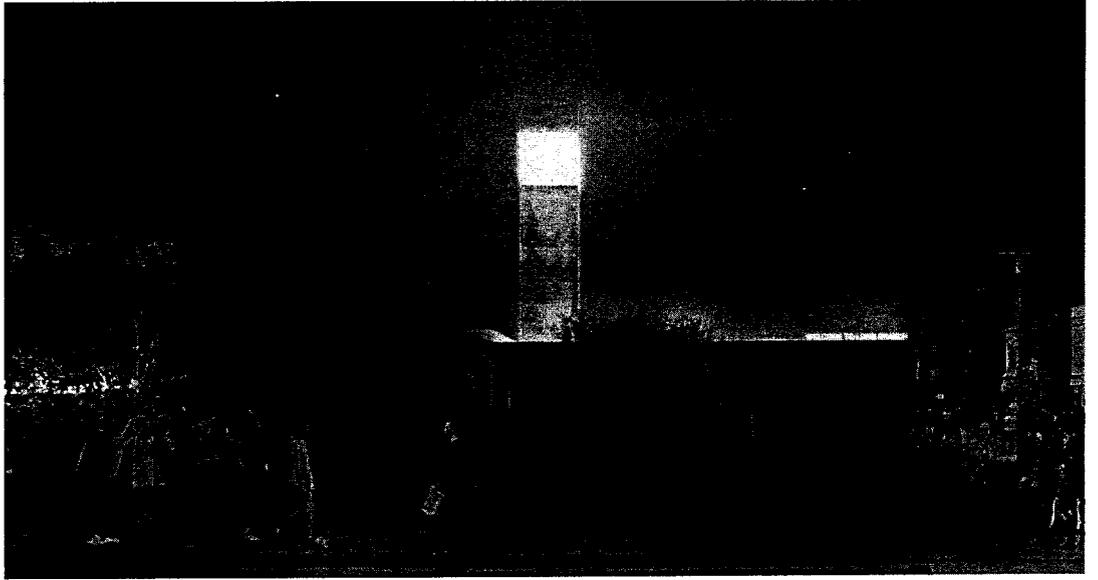
WhiteChapel Projects\_Conceptual Design Proposal\_072313

# **the whitechapel projects**



the whitechapel projects

# project concept



### PROJECT SUMMARY

The WhiteChapel Projects will bring a unique offering of food, drink and creativity unlike anything seen on or near the Jersey shore. WhiteChapel will combine a beer/sculpture garden, beer hall, craft brewery, and entertainment event/ art gallery space all offered with a unique artistic flair. The fully owned property is ideally located:

- a block off the beach and Pier Village in Long Branch NJ
- walking distance to three hotels, NJ Transit train, and adjacent to muni parking
- a ten minute ride from Asbury Park and Red Bank
- a short distance from Monmouth University
- accessible by Shore EZRide Jitney shuttle bus route

The space will feature:

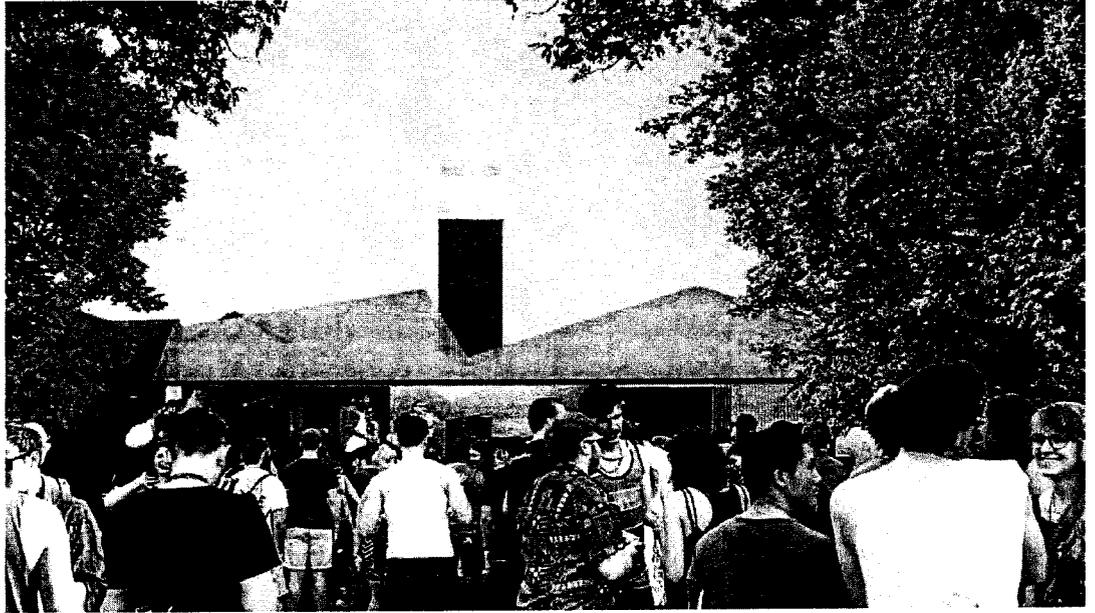
- an event space which will be used for community events, private events, performance art, gallery space, a music venue, cinema, as a pop up restaurant and many other creative purposes
- an inviting beer hall with a fireplace and long communal tables in the tradition of the old German Beer Halls in Europe
- French-inspired gastropub menu featuring an artistic blend of seasonal offerings as well as some traditional beer hall favorites like German grilled sausages
- a huge shady Beer Garden out back to spend a lazy Saturday afternoon with friends and family, listening to music, playing bocce or ping pong
- an in house brewery, brewing our own unique limited addition beers and soda
- a full liquor license to complement our drink offering
- a front court yard on Second Avenue looking into the brew house
- a unique entry through a towering brick elevator shaft
- adaptive reuse and environmentally friendly construction and business concepts such as a green roof, collection of rain runoff, natural daylighting and ventilation, and reuse of salvaged materials

The WhiteChapel Projects, with it's unique combination of commercial and art uses, will be a creative destination drawing people to Long Branch and will literally become the "Gateway to Broadway". There is a beauty in the possibilities of the winding, urban canyons of Broadway. WhiteChapel will be the beacon across Ocean Blvd beckoning crowds to a revitalized, thriving, downtown. WhiteChapel will be more than a commercial enterprise. Part of it's mission will be to serve the Long Branch community providing free scheduled space that can be used by local artists, school groups, and other Long Branch artistic efforts. WhiteChapel will strive to become an important member of the Long Branch community.

The uniqueness of location and function, as well as an aggressive marketing and branding campaign, will insure that the business can operate and sustain at a high level of profitability not only in the summer season but all year round. WhiteChapel will lead the way in encouraging creativity of use and spurring development between the waterfront and the downtown.

# beer garden

concept



## The Beer Garden

Beer halls and gardens began in 19th century Bavaria around the numerous German breweries as a place for large groups to gather around long communal wooden tables under the shade of chestnut trees to have a cool drink while socializing with friends and family. Native traditional food was also served. The Bavarian style Biergarten is still very popular all over the world. The Königlicher Hirschgarten in Munich, is the world's largest, seating 500 patrons in the beer hall and another 8,000 in the garden!

The last several years have seen surge of beer gardens opening all over the US.

From the news:

*"The beer garden is the new coffee shop. So gather your friends for craft brews and a casual vibe.... We're officially in the midst of an American beer revival, with beer gardens flourishing and more domestic breweries than at any time since Prohibition....."* By David Farley ,...Travel and Leisure Magazine: October 2011

*"In a revival of an attraction said to date to 1824 in New York City, there are now more than 50 beer gardens scattered in its neighborhoods. ..."* By Alan Feuer.....NY Times Published: May 27, 2011

New Jersey currently has 3: Pilsener Haus & Biergarten in Hoboken, Zeppelin Hall Biergarten in Jersey City, and the newest addition Pier 13 in Hoboken.

The Beer Garden, at WhiteChapel, will be the first Beer Garden on the jersey shore! A huge tree shaded garden with lights strung in the trees, music in the air, food on the grill, and art on display, it will provide a wonderful oasis for any time of year. It could be relief from the heat of the August sun or a relaxing summer evening with friends and family. Our outdoor season will extend deep into Nov/Dec with outdoor heaters for fall beer garden festivals, or autumn outdoor cinema.

# beer hall

concept



## The Beer Hall

The Beer Hall will be an inviting gathering place for all seasons. WhiteChapel will feature an award winning chef, separate grill area, a warm fireplace and full view of the brew house producing our very own line of craft beer and soda. Using a 4 barrel system, WhiteChapel will be able to brew and have available 8- 12 limited addition custom craft beers representing Long Branch's entry into the hot craft brewing world! From the news:

*"Craft Beer Expanding Faster Than Any Time Since Prohibition Ended"....* By Rebecca Orchant , Huffington Post

*"The craft beer industry only accounts for about 5 percent of the \$80 billion US beer market -- peanuts compared to AB InBev, the maker of Budweiser and other beers, which commands a 39 percent share of that market. But Goliath is very, very scared of David. The number of U.S. craft brewers jumped from 537 in 1994 to more than 2,000 as of July 2012, according to The Brewers Association, a national trade group..."* By Nate C Hindman.....Huffington Post Published: Feb 1, 2013

The March 2013 issue of New Jersey Monthly magazine is titled the "Beer Issue" and dedicates the cover and most of the articles to the popularity of craft beer in New Jersey.

The adaptive reuse theme will also evident in the Beer Hall's use of nature's resources. The eco-friendly green roofs will provide natural insulation, absorption and reuse of rain water and will be used to grow vegetables and herbs as well as hops for the brewing process, fostering a circle of life standard for our grain. The grain will be:

- bought from local farmers
- used to brew the WhiteChapel beer
- reused to bake WhiteChapel breads
- donated back to the farms for feed and fertilizer.

WhiteChapel's unique beers will be brewed and bottled in front of our patrons and served only at The WhiteChapel Projects. Our beer will be marketed as limited edition and special release party events will be scheduled around our cycle of brew releases. Since WhiteChapel is about art, we will put limited addition art from international street artists on the bottles to make them collectibles.

# art gallery/event space

concept



## Art Gallery/Event Space

Everything about the WhiteChapel Projects will be done with an eye on art. The process of brewing beer in the brew house will be in full view, playing out in front of our patrons as a form of performance art. The kitchen works will also be viewable from the courtyard in much the same way creating a culinary ballet.

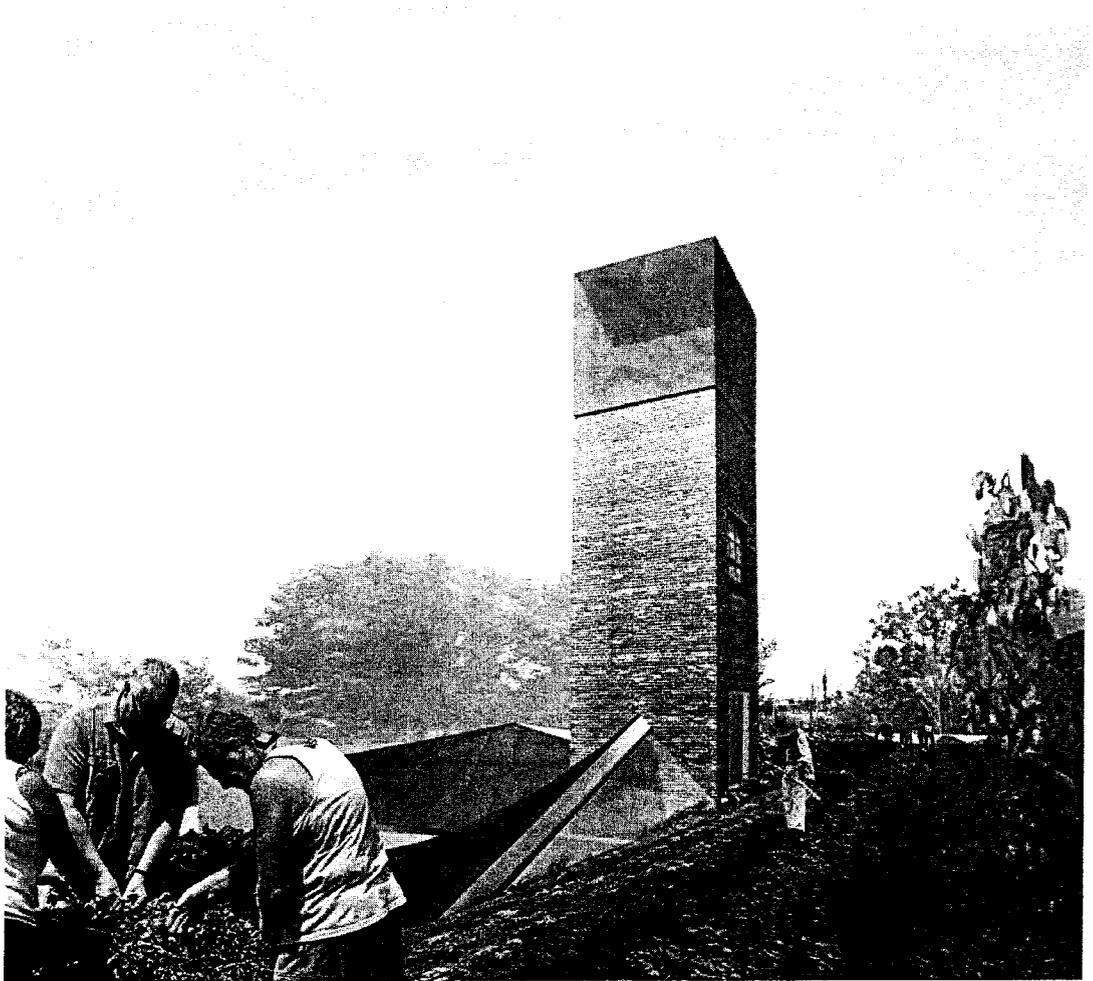
The WhiteChapel indoor event space, called the Chapel, will be used to generate additional revenue especially in the colder months as an art, performance, music venue, and gallery space. The space will also be used for:

- yoga or exercise class in the Chapel's early morning hours
- pop up cinema for art house movies on a monthly schedule
- pop up restaurants - for one month every year we will turn the Chapel into a pop up restaurant. We will bring in a guest chef and transform the space into a temporary new "supper club". The chef could be a well established chef looking for an opportunity to try out new recipes on the public in an adventurous, slightly forgiving environment. Or maybe a hot young chef, looking for publicity and possibly investors. We will redecorate, rename the space, create a pop up website and pre-sell all the dinner reservation slots reservation slots with an aggressive marketing plan. It will be marketed as a limited time "can't be missed" event.
- musical performances, cabaret acts, art gallery space, circus performers and other events.
- The space will also be available for weddings, book signings, antique fairs, small conventions, and seminars.
- Serve the Long Branch community by providing free scheduled space that can be used by local artists, school groups, and other Long Branch artistic efforts.

The outdoor areas will feature musical performances, small theater productions, digital art projections, morning yoga classes, "drive-in movies", and other unique forms of art and entertainment.

# green roof + farm

concept

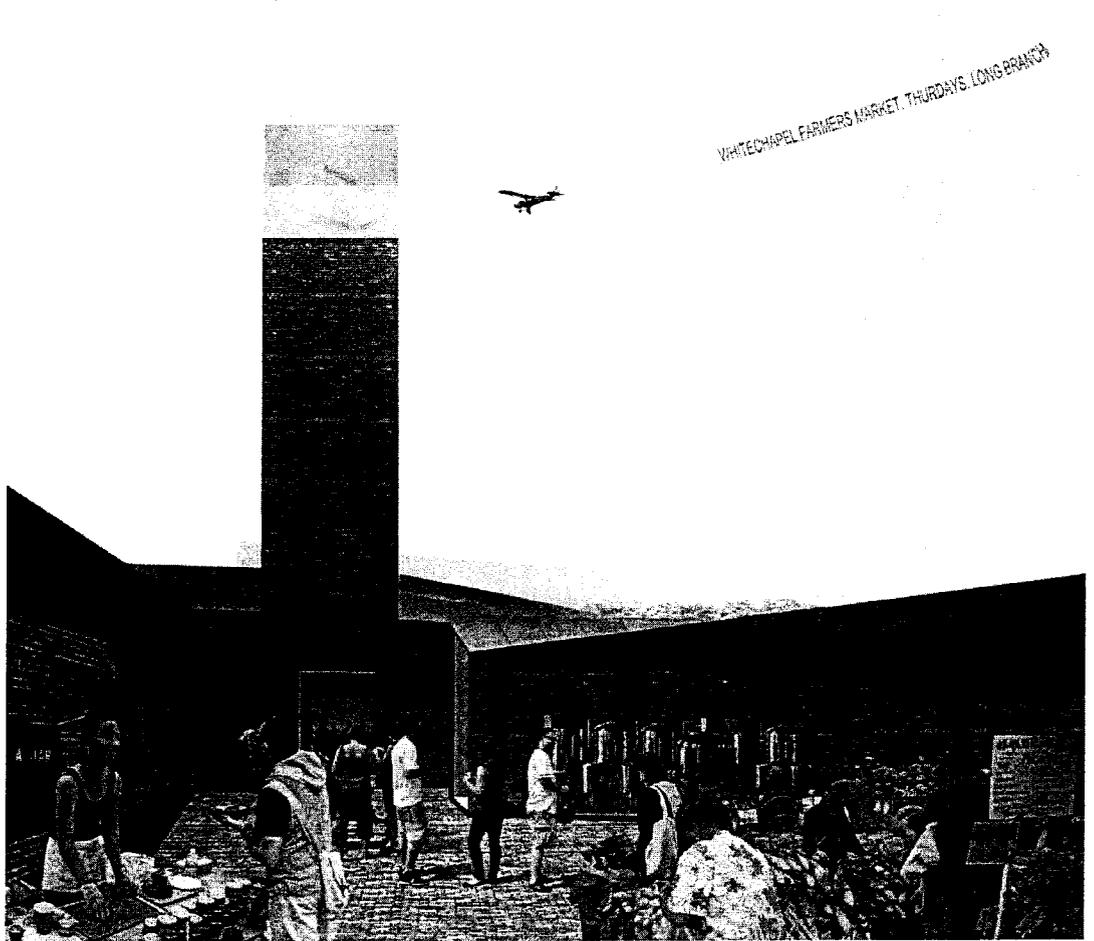


## The Green Roof and Farm

One of the “green” features of the WhiteChapel Projects will be a green roof and rooftop farm. Covering portions of the 1-story buildings’ rooftops, it will be used to provide fresh, organic vegetables to the restaurant’s kitchen and locally-grown hops to the micro-brewery. Additionally, this space could be made accessible to the public at scheduled times for special events. The green roof is an important feature of the project’s adaptive reuse of the existing buildings, and the change in their use from warehouse/industrial functions in the past to sustainable, community-oriented activities in the future. This 1,000 s.f. installation will reduce the amount of energy absorbed by the existing roofs, helping to insulate the buildings’ interior and reducing energy consumption. An additional benefit is that the green roof also helps to mitigate urban heat island effect and reduce stormwater runoff. WhiteChapel will lead by example, as Long Branch’s first effort towards a self sustaining community.

# courtyard

concept



## The Courtyard at Whitechapel

The Courtyard, located on the Second Avenue side, will serve as a "town square" gathering place for the Whitechapel Projects. It will be accessible directly from the sidewalk, where a pedestrian-friendly entry will greet the public. The Courtyard will host Saturday morning farmers markets, antique fairs, bake sales, and other community drives. It will host public art installations and will serve as the perfect spot to view the brew house, where the brewing will play out in front of our patrons as a form of performance art. The Courtyard will rise within the former footprint of the deconstructed 3 story building, absorbing the brick and timbers of the original structure. These recycled materials will bring a uniquely authentic character to this open-air space, reminiscent of the traditional "cobblestone" seen in historic downtown centers. The towering elevator shaft, which will serve as the main entry to the beer hall, will remain and stand tall, serving as a canvas for digital art projections, and becoming a Long Branch icon and navigation beacon leading tourists to the Gateway of Broadway.



the whitechapel projects

# site development



# site photos

property



VIEW OF PROPERTY FROM SOUTH BROADWAY



VIEW OF PROPERTY FROM SECOND AVE.

# site photos

context



VIEW TO WATERFRONT



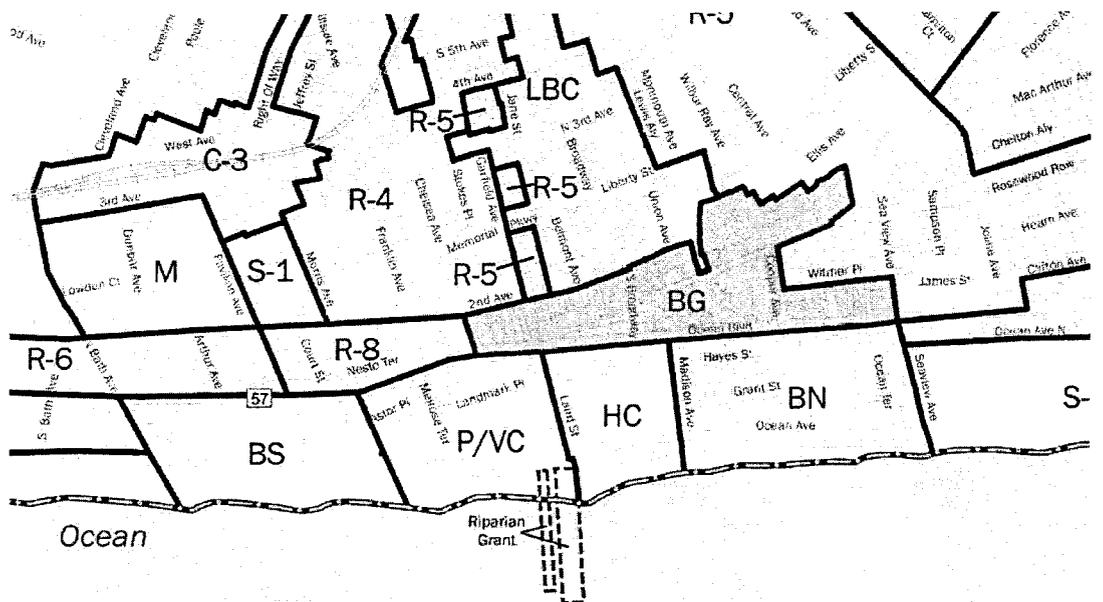
VIEW TO CITY

# site location

between the waterfront and downtown



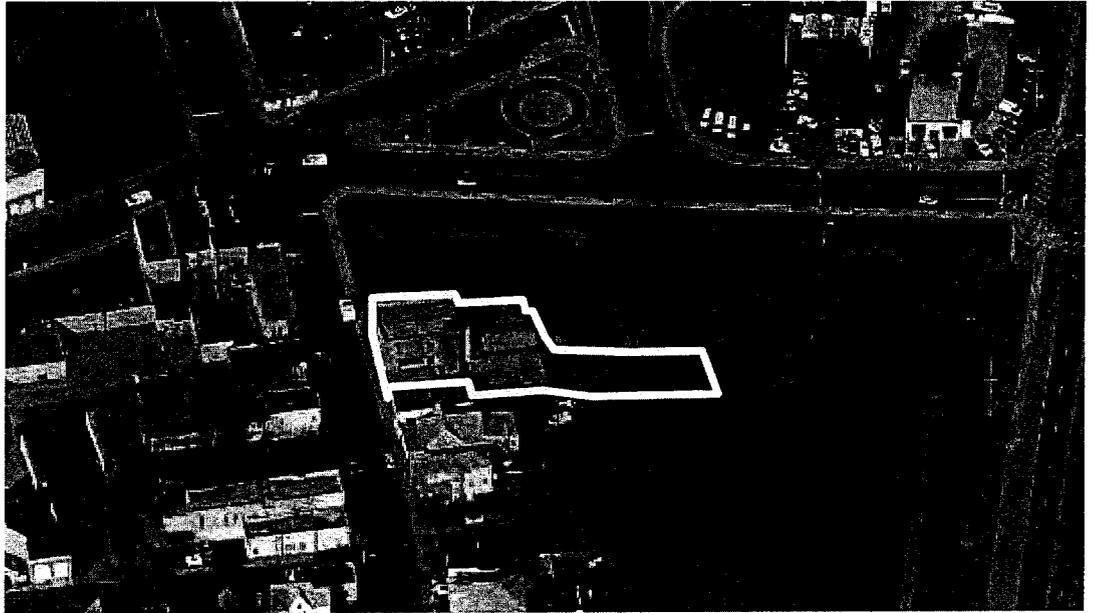
ARIEL VIEW (property is located at 15-17 Second Ave, south of the corner of South Broadway)



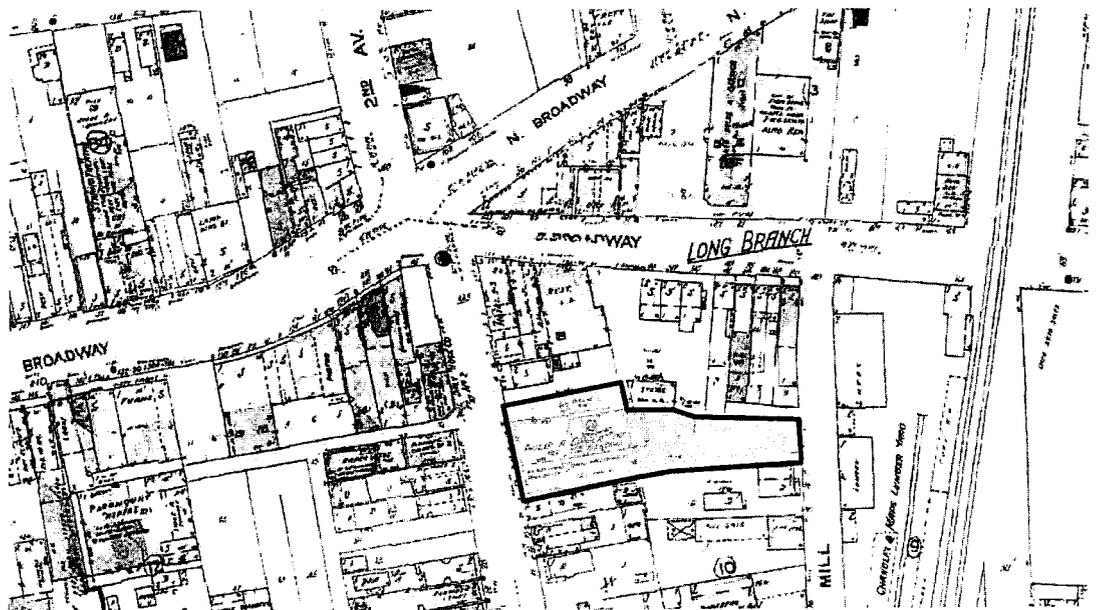
CITY ZONING MAP (property is located within Broadway Gateway zone)

# site location

Block 287, Lots 3 + 28



ARIEL VIEW



HISTORIC PROPERTY MAP (Sanborn, 1950)

# zoning + code summary

Document 1 City of Long Branch Administrative Code [LBAC]  
 Document 2 Design Guidelines Handbook 3: Broadway Gateway [DGH3(BG)]  
 Document 3 International Building Code 2009, New Jersey Edition [IBCNJ]  
 Document 4 2009 National Standard Plumbing Code [NSPC]

**USE** [DGH3(BG): p2-3]

Land Use Infill Residential (superseded)  
 Gateway Commercial (per City of Long Branch)

Permitted Use Destination Commercial  
 min 5,000 GSF per establishment  
 min 150,000 SF tract area

- hotel, meeting and catering
- cinemas and entertainment
- corporate offices
- professional offices (legal, medical, design)
- business support services, printing, copying machines, supplies
- fashion and personal service
- computers, communication, bank, real estate
- art, photography, books, antiques
- medical support services
- furniture, home equipment, video
- personal service, government, education

Accessory Uses max 40% of gross floor area (3,222.1 SF)

- restaurants
- residential (upper floors only)
- speciality retail

**DENSITY** [DGH3(BD): p4]

	Permitted	Proposed	
FAR (w/ surface parking)	0.2	4,002.9 SF	8,435.2 SF
Max Building Coverage	12% of tract area	2,401.7 SF	8,435.2 SF (55%)
Min Pervious Coverage	15% of tract area	3,002.2 SF	6,145.5 SF (40%)

Pervious Area

- 100% of mandatory buffer + setback landscape
- 100% of pervious landscape + water retention features
- 75% of grass block pavers or open faced pavers set in sand
- 100 % of areas under gravel | stabilized stone dust
- 25% of areas paved with brick set in sand

**PARKING** [DGH3(BD): p5]

Required Spaces 4 / 1,000 SF of retail 32 parking spaces

# zoning + code summary

<b>BUILDING ENVELOPE</b>	[DGH3(BD): p7]
Street	Second Avenue
Front Setback	max 10 ft
Side Setback	max 20% of lot frontage zero lot line encouraged (as per footnote #1)
Bulk	60% of building bulk must fall within 80 ft of ROW lines
Height	max 40 ft
<b>SITING + LANDSCAPE</b>	[DGH3(BG): p8]
Siting	<ul style="list-style-type: none"><li>- all efforts must be made to relate physically + programmatically to existing structures and uses</li><li>- no buildings, enclosed structures or signage shall be permitted on or over existing right of ways</li><li>- any development located within or over the existing body of water shall obtain a permit from NJDEP</li></ul>
Planting	<ul style="list-style-type: none"><li>- 5% of tract native tree species</li><li>- 5% of tract native shrub species</li><li>- parking lots 1 shade tree per 6 spaces</li></ul>
Buffers	<ul style="list-style-type: none"><li>- landscape buffer required between parking, other nonconforming uses and residential uses</li><li>- 50 ft landscape buffer required between adjacent buildings with incompatible uses</li><li>- 50 ft landscape buffer required on non-residential tracts between residential + non-residential uses</li></ul>
Utilities	<ul style="list-style-type: none"><li>- locate utilities   services away from public ROW and screen from adjoining residential uses</li><li>- comply with city fire and building codes</li><li>- storm water management systems to meet requirements of Freehold Soil Conservation District and DEP</li><li>- illuminate publicly accessible areas with average min. of 1.2 foot candles (incandescent or white light)</li></ul>

# zoning analysis + lot coverage

## ZONING ANALYSIS

Block / Lot 287 / 3 (building) + 28 (yard)  
 Construction Class III B  
 Occupancy Class A-2  
 Exist Lot Area 20,014.5 sf (per survey 12.09.2010)  
 New Lot Area 15,413.1 sf

## FLOOR AREA

Floor Area Ratio 0.2  
 Max Allow Floor Area  $20,014.5 \text{ sf} \times 0.2 = 4,002.9 \text{ sf}$

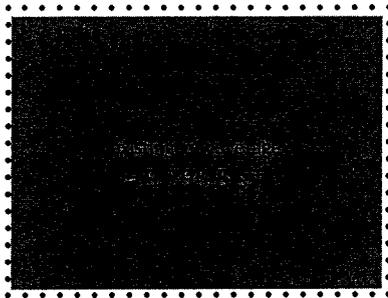
### Floor Area Calculations:

<i>Existing</i>		<i>Proposed</i>		
Floor 1	9,795.5 sf	Floor 1	8,435.2 sf	(new: 868.8 sf)
2	2,387.6 sf	2	0 sf	
3	2,387.6 sf	3	0 sf	
<b>TOTAL</b>	<b>14,570.7 sf</b>		<b>8,435.2 sf</b>	

## LOT COVERAGE

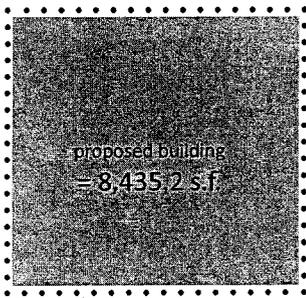
Max Allow 12.0%  
 Exist Coverage 9,795.5 sf/exist lot area 48.9%  
 Exist Open Area 51.1%  
 Proposed Coverage 8,435.2 sf/new lot area 54.7%  
 Proposed Open Area 45.3%

EXISTING LOT COVERAGE  
 (48.9%)  
 = 20,014.5 s.f.

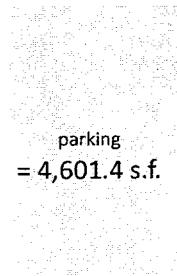


existing open area  
 = 10,219.9 s.f.

PROPOSED LOT COVERAGE  
 (54.7%)  
 = 15,413.1 s.f.

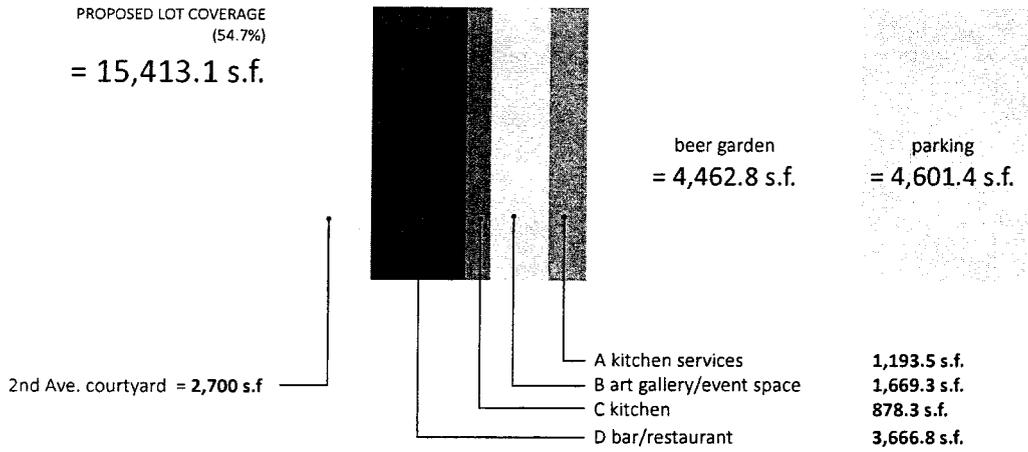


proposed (open area)  
 = 6,977.9 s.f.



parking  
 = 4,601.4 s.f.

# building areas + uses



## BUILDING AREAS

A	1,193.5 sf
B	1,669.3 sf
C	878.3 sf
D	3,666.8 sf
E	7,162.8 sf
<b>TOTAL</b>	<b>14,570.7 sf</b>

## USE

[IBC NJ § 303 + Table 503]

Use Group	A-2 (RESTAURANT/ BAR)
Accessory Use	A-3 (ART GALLERY)
Construction Type	III B
Max Height	55' or 1 STORIES
Max Area	9,500 SF

## OCCUPANT LOAD

[IBC NJ Table 1004.1.1]  
[NSPC appendix D Table 7.21.1]

A-2 : Restaurant	2,095.3 net SF
Occupancy Load (NSF/15SF)	140 PEOPLE
Toilets (M F)	2   2
Lavs (M F)	1   2
A-3 : Gallery	1,475.4 net SF
Occupancy Load (NSF/5SF)	295 PEOPLE
Toilets (M F)	3   4
Lavs (M F)	2   3

Open Area  
[DHG3(BG): p4] 6,145.5 SF

## SPRINKLERS

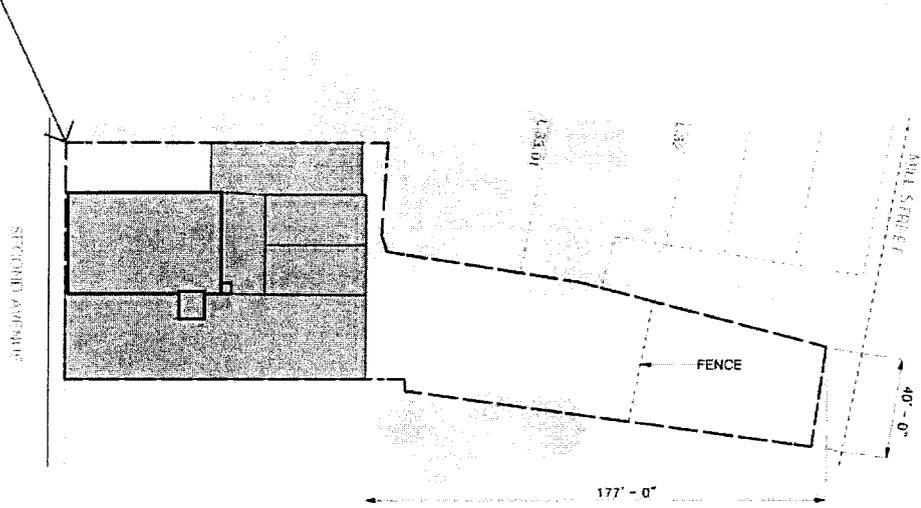
[IBC NJ § 903.2.1.2+3]

A-2 Sprinklers Required	fire area > 5,000 SF OR occupancy load > 100 people
A-3 Sprinklers Required	fire area > 12,000 SF OR occupancy load > 300 people

# site development

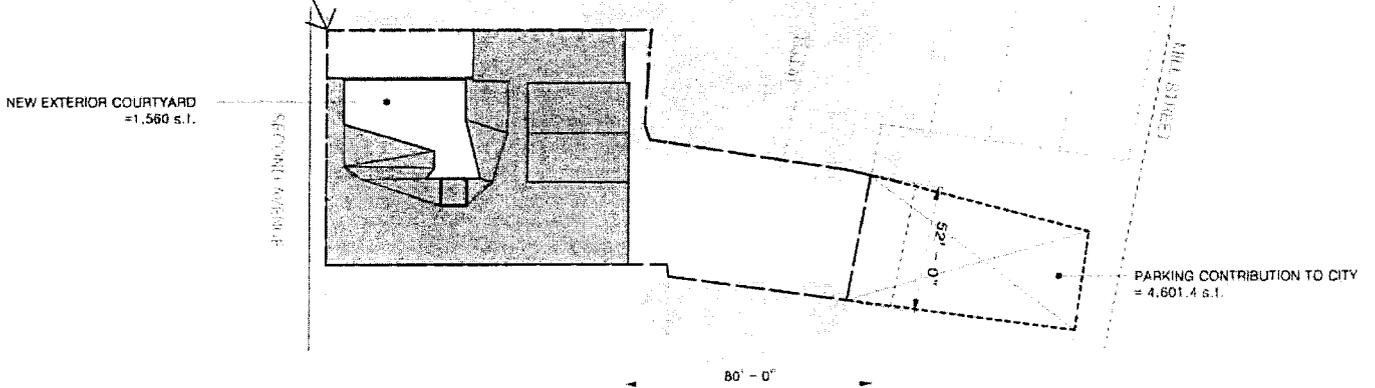
existing + proposed site plan diagrams

TOTAL LOT COVERAGE  
= 20,014.5 s.f.

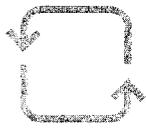


EXISTING PROPERTY (Block 287/Lots 3 + 28)

TOTAL LOT COVERAGE  
= 15,413.1 s.f.

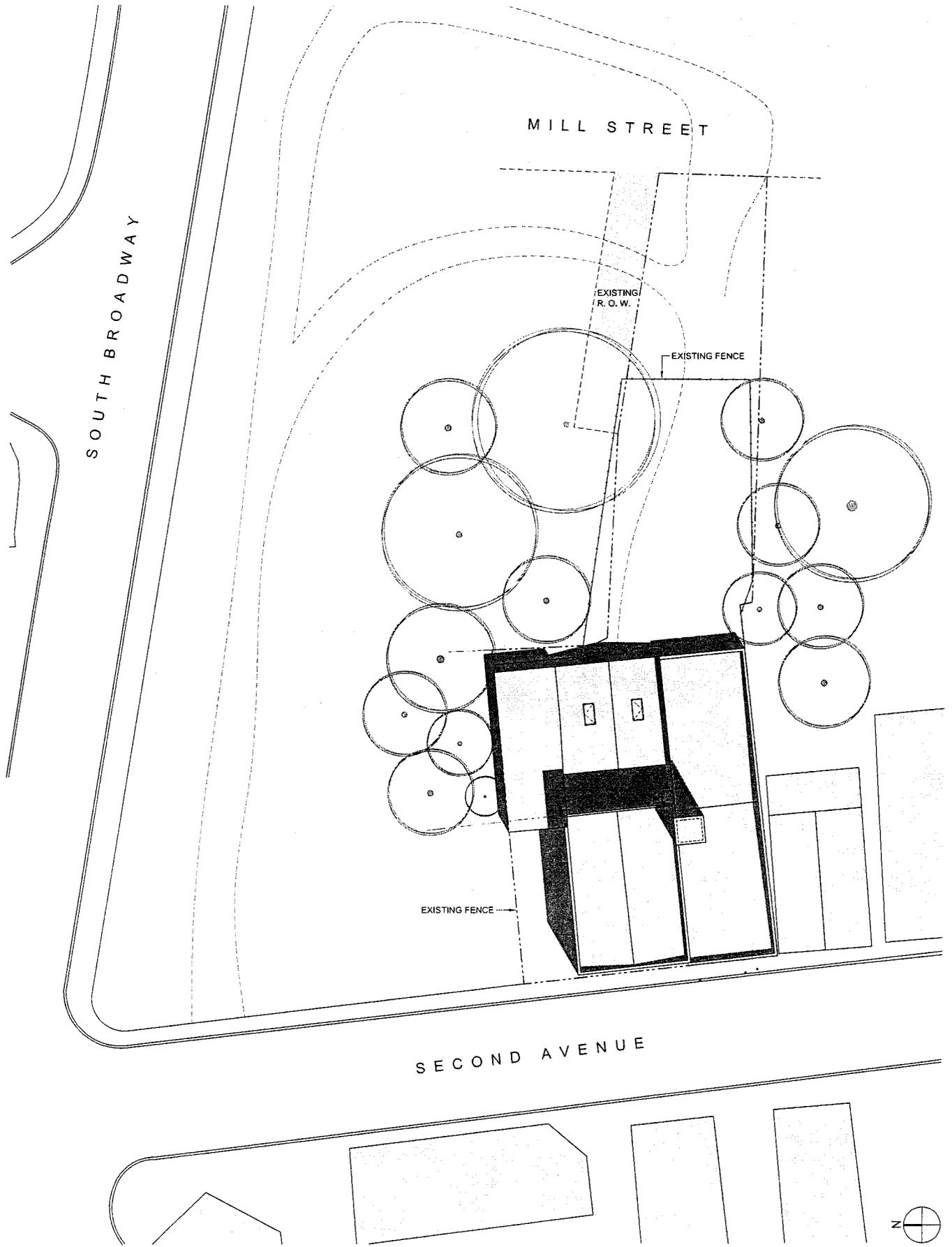


PROPOSED PROPERTY (with parking contribution + 2nd Ave. courtyard)

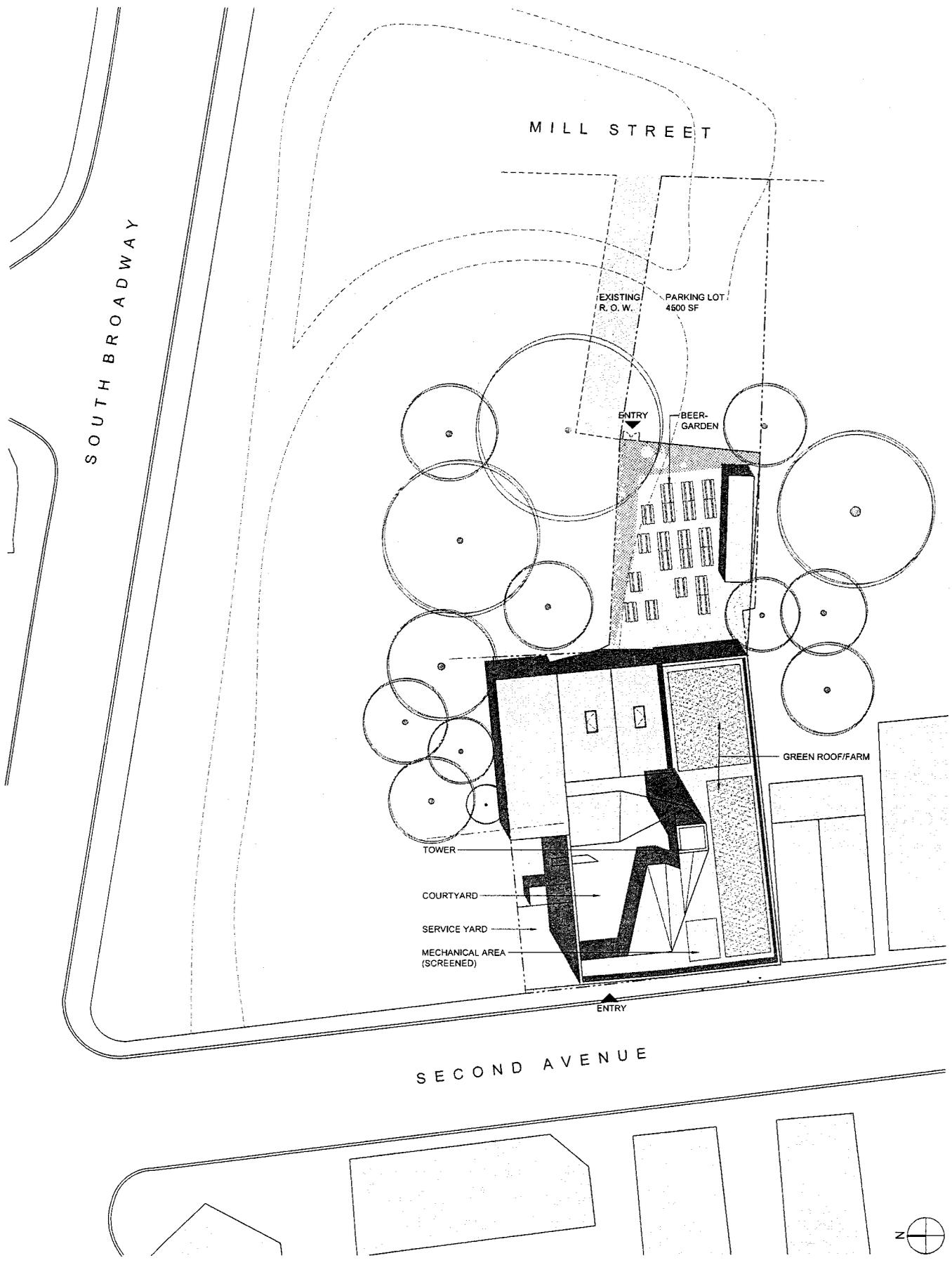


the whitechapel projects

# building development



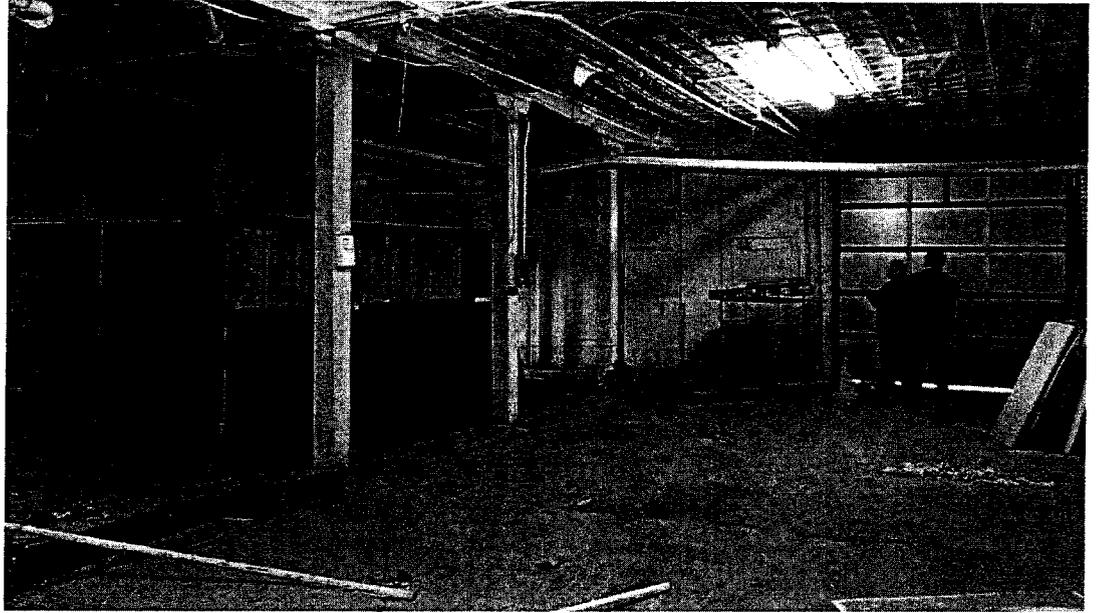






# courtyard

before/after: from warehouse interior to community open space



EXISTING



PROPOSED

# beer hall

before/after: interior view towards beer garden



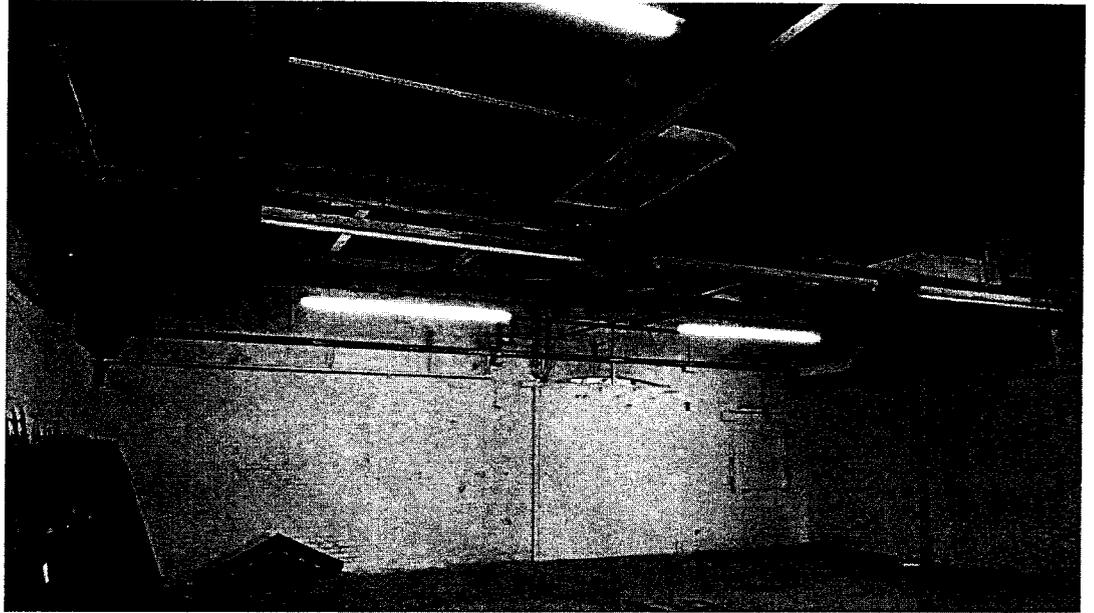
EXISTING



PROPOSED

# event space/art gallery

before/after: interior view



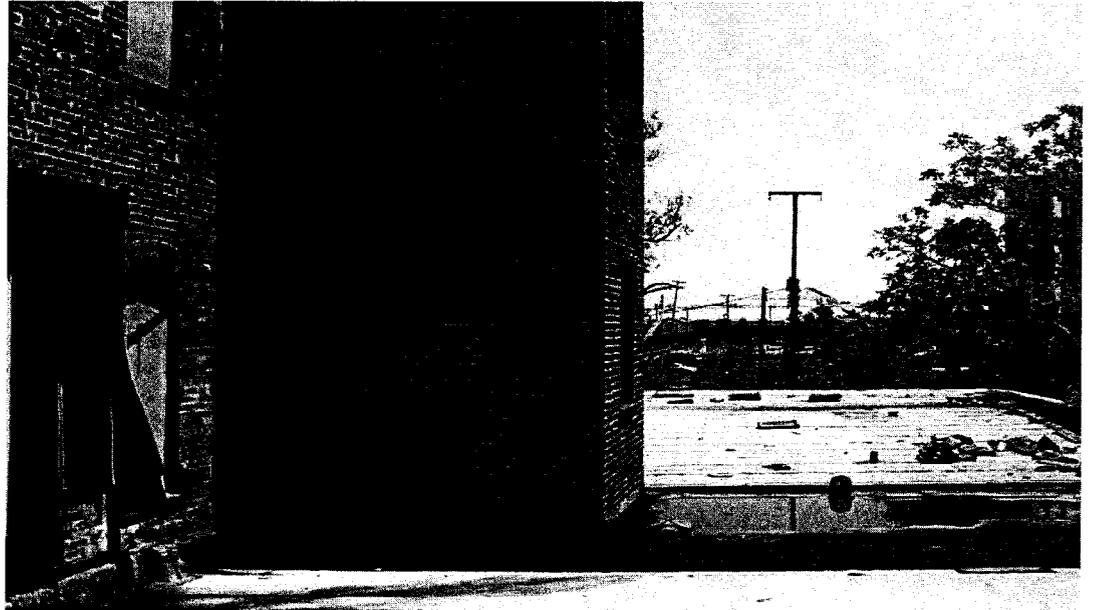
EXISTING



PROPOSED

# green roof + farm

before/after: view to wawterfront



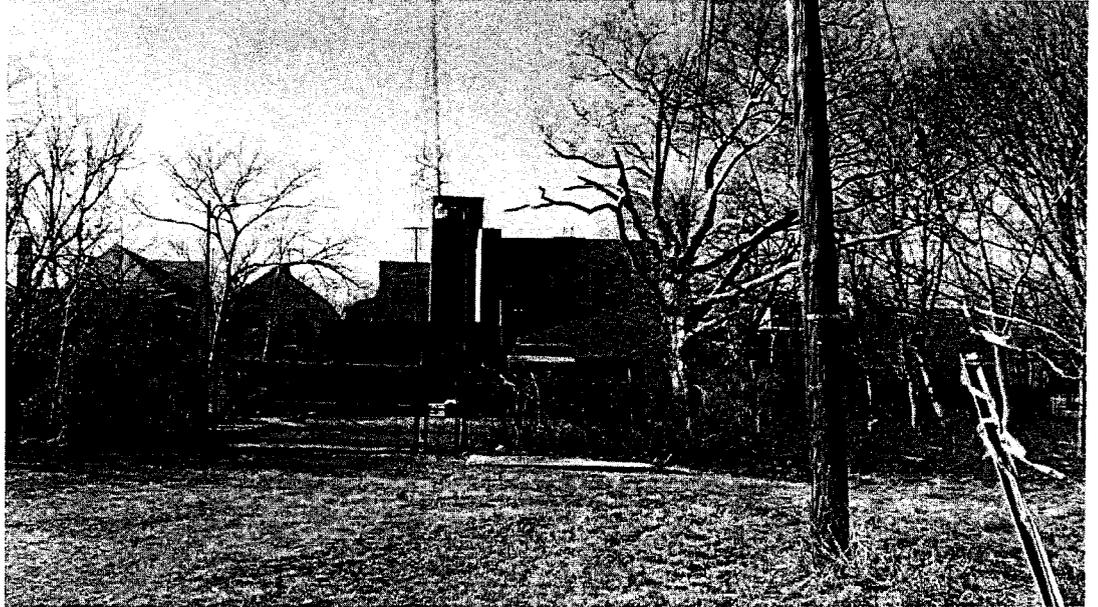
EXISTING



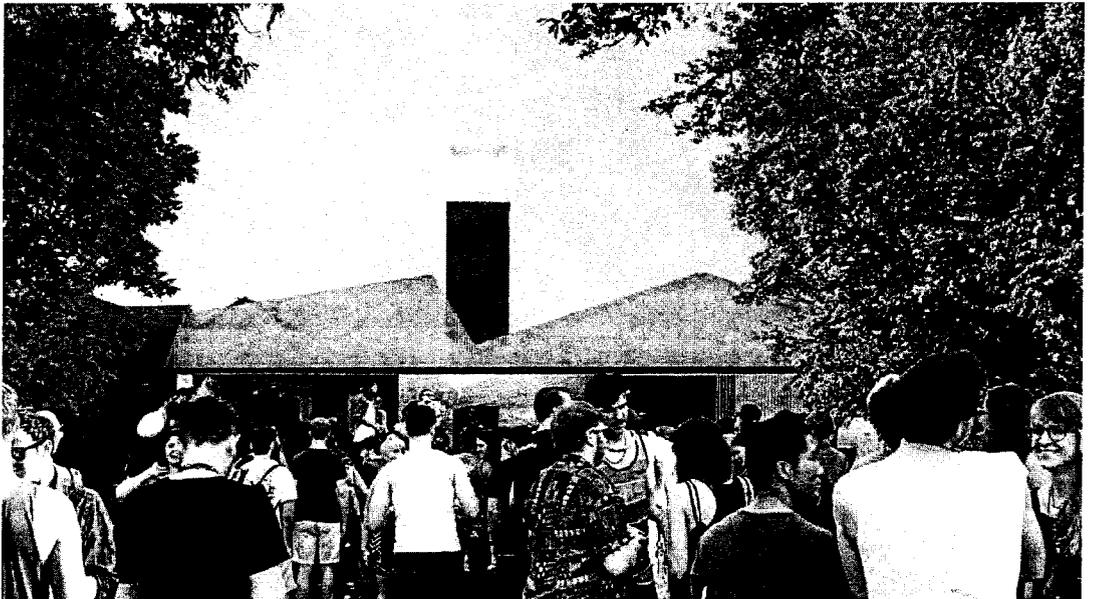
PROPOSED

# beer garden/art park

before/after: from leftover backyard to active beer garden/art park



EXISTING



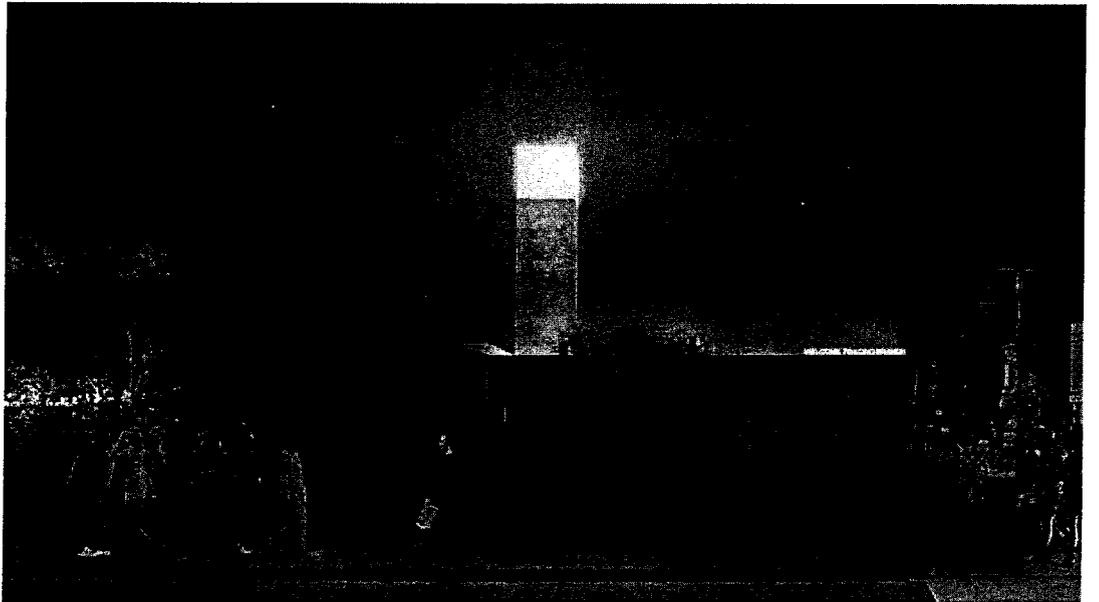
PROPOSED

# broadway gateway

before/after: view from South Broadway



VIEW OF PROPERTY FROM SOUTH BROADWAY



VIEW OF PROPERTY FROM SOUTH BROADWAY

R207-13

**RESOLUTION TO ACCEPT DONATION  
OF TWO SEGWAY PATROLLERS**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby accept and acknowledge the following donations to the City of Long Branch:

Segway Patroller Serial # 132251084375 / Value \$7,800.00

Segway Patroller Serial # 132251084376 / Value \$7,800.00

MOVED: *Pallone*  
SECONDED: *Celli*

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 8-13-13  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14<sup>TH</sup> DAY OF AUGUST 20 13  
*Kathy L. Schemel*  
MUNICIPAL CLERK

R# 208-13

RESOLUTION AMENDING R198-13 REGARDING  
PERSON TO PERSON TRANSFER OF RAINBOW LIQUORS

ADOPTED JULY 23, 2013

WHEREAS, on July 23, 2013 the City Council of the City of Long Branch adopted a resolution authorizing the person to person transfer of Cottage Emporium Inc to Punjab Liquors Inc.; and

WHEREAS, said transfer should have read Punjab Liquor Inc.; and

WHEREAS, the new owners amended the application to read Punjab Liquor Inc.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby approve and accept the amended application to read Punjab Liquor Inc.

MOVED: Sirianni

SECOND: Billings

AYES: 4

NAYES: 0

ABSENT: 0

ABSTAIN: 0

Recuse: 1-Pallone

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 8-13-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND APPLIED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14<sup>th</sup> DAY OF August 2013

Kathy L. Scheele

**RESOLUTION AUTHORIZING THE  
AUCTION OF ABANDONED VEHICLES**

**WHEREAS**, the procedure for disposition of abandoned vehicles in the possession of a municipality is set forth in N.J.S.A. 39:10A-1 provides that when such vehicles remain unclaimed by the owner for a period of 30 days, they may be sold at auction in a public place. The public agency must give notice of sale by certified mail, to the owner, if his name and address are known as to the holder of any security interest filed with the director of the Division of Motor Vehicles and by publication at least seven (7) days before the date of the sale, in a newspaper in which the motor vehicle auction is held; and

**WHEREAS**, the traffic safety officer of the City has requested that the vehicles listed on the attached sheet be auctioned, that proper notice of the sale is advertised as required; and

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that the Director of Finance or his designee is hereby authorized to conduct an auction of the abandoned vehicles on the attached list at 10:00 a.m. on Friday, August 23, 2013 at Long Branch City Hall, second floor, 344 Broadway, Long Branch, NJ.

**BE IT FURTHER RESOLVED**, that the bidders be advised that the items listed below to be auctioned can be viewed at the following locations between the hours of 10:00 am and 2:00 pm, Monday through Friday prior to auction date.

**Collision Repair by Damiano, 225 West Avenue, Long Branch, NJ**

- 1. 1988 Ford F-150 Vin #1FTEF14Y5JNB43170
- 2. 1999 Mercury Sable Vin #1MEFM53S1XG602639
- 3. 1997 Saturn Bin # 1G8ZH5285VZ224488
- 4. 2000 Ford E35 Vin #1FTRE1426YHA77124
- 5. 2001 Chevrolet Malibu Vin #1G1ND52J916210536
- 6. 1998 Dodge Intrepid Vin # 2B3HD46R4WH128722

MOVED: Pallone  
 SECONDED: Celli  
 AYES: 5  
 NAYES: 0  
 ABSENT: 0  
 ABSTAIN: 0

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 8-13-13  
 IN WITNESS WHEREOF, I HAVE HERETOFORE SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 14th DAY OF August 2013  
Kathy L. Schmeltz



CITY OF LONG BRANCH  
POLICE DEPARTMENT  
344 BROADWAY  
LONG BRANCH, NEW JERSEY 07740  
(732) 222-1000

To: Kathy Schmelz  
City Clerks Office

August 1, 2013

From: P.O. Cesare Simonelli  
Traffic Safety

Ref: Abandoned Vehicle Auction

Kathy,

Here is a list of the abandoned vehicles that Damiano currently has in the impound yard. We have the paperwork to auction these vehicles off at this time. I have listed the vehicles below.

**Collision Repair By Damiano**

- 1.) 1988 Ford F-150 Vin # 1FTEF14Y5JNB43170
- 2.) 1999 Mercury Sable Vin# 1MEFM53S1XG602639
- 3.) 1997 Saturn Vin# 1G8ZH5285VZ224488
- 4.) 2000 Ford E35 Vin# 1FTRE1426YHA77124
- 5.) 2001 Chevrolet Malibu Vin# 1G1ND52J916210536
- 6.) 1998 Dodge Intrepid Vin#2B3HD46R4WH128722

Respectfully Submitted, -

*P.O. Cesare Simonelli #298*  
Ptl. C. Simonelli #298  
Traffic Safety Division

R# 210-13

**RESOLUTION AUTHORIZING CONTRACTS  
FOR MUSICAL PERFORMANCES  
FOR GOSPEL MUSIC CONCERT**

**WHEREAS**, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the Gospel Music Concerts on August 18, 2013; and

**WHEREAS**, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

**WHEREAS**, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Director of Recreation, and the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the **Trust Budget, Appropriation #T-14-250-001, in the amount of \$3,625.**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Long Branch hereby authorizes contracts as follows:

**Music Men**, for sound systems for stages, for a sum not to exceed \$500.

**William Farley**, for a performance by Yergy Music, for a sum not to exceed \$1,200.

**Greg Bouie**, for a performance by Chosen, for a sum not to exceed \$250.

**Fred Morris**, for Musical Guitar performance for a sum not to exceed \$175.

**Albert Credle**, for performance by Fire, for a sum not to exceed \$1,500.

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

**BE IT FURTHER RESOLVED** that the Finance Director is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

**BE IT FURTHER RESOLVED** that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

PRESENTED: Pallone  
SECOND: Celli  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 8-13-13

IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14<sup>th</sup> DAY OF August 2013

Kathy L. Schmelz  
Municipal Clerk

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

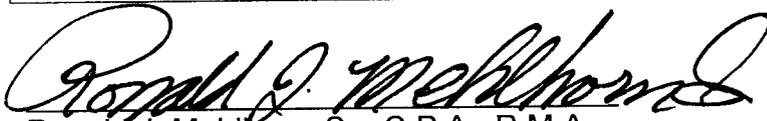
**RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL  
PERFORMANCES FOR GOSPEL MUSICAL CONCERTS**

Said contract being made as follows:

**SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS  
FOR EVENTS THAT TOTAL \$3,625.00**

Said funds being available in the form of:

**TRUST APPRO #T-14-250-001 \$3,625.00**



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

7/23/13  
Date

R# 211-13

Councilperson:           Offers the Following Resolution and Moves its Adoption

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE A SUBORDINATION AGREEMENT OF MORTGAGE PROVIDED BY THE CITY OF LONG BRANCH TO KIMBERLY DEAN IN THE AMOUNT OF \$97,456.00.**

**WHEREAS**, Kimberly Deane purchased property located at 216 5<sup>th</sup> Avenue, Long Branch; and

**WHEREAS**, said purchase was financed through the State of New Jersey, Department of Community Affairs, Housing and Finance Agency City of Long Branch Affordable Housing Program; and

**WHEREAS**, said mortgage was made June 18, 2009 in the amount of \$97,456.00; and

**WHEREAS**, the mortgage taken by the City of Long Branch was a second and subsequent to a mortgage of \$88,000.00 given by the property owner by Wells Fargo; and

**WHEREAS**, the property owner wishes to refinance the property and payoff the original loan of Wells Fargo and to obtain a lower rate on the refinanced mortgage of \$89,100.00; and

**WHEREAS**, pursuant to the Subordination requested by the borrower, Kimberly Deane, now known as Kimberly Deane Murray, will not result in any additional funds to Kimberly Deane (a copy of the HUD-1 is annexed hereto); and

**WHEREAS**, while Kimberly Deane is refinancing equity out of

the property, the City of Long Branch is not harmed by this action; and

WHEREAS, the City established a policy beginning in 2001 not subordinating mortgages; and

WHEREAS, an exception to the policy is recognized when the property owner does not wish to avoid paying a City mortgage which would expire in a period of time.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Subordination of Mortgage in the amount of \$97,456.00; and

BE IT FURTHER RESOLVED that in making the within Resolution, the City of Long Branch has relied upon the Mortgage Application and Certifications of the Borrower that are annexed to the application, which are available at the Clerk's office.

MOVED: Pallone

SECONDED BY: Celli

AND ADOPTED UPON THE FOLLOWING ROLL CALL

VOTE:

AYES: 5

NAYS: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 8-13-13  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14th DAY OF August 2013  
Kathy L. Schemelz  
MUNICIPAL CLERK, R.M.C.

# Postponement of Mortgage

This Postponement is made on **June 25, 2013**  
**BETWEEN** the Mortgage Holder(s)

**City of Long Branch**

whose address is  
**344 Broadway**  
**Long Branch, New Jersey 07740**

referred to as "I,"  
**AND** the New Lender(s)

**Sovereign Bank**

whose address is  
**36 Washington Street**  
**Toms River, NJ 08753**

referred to as "You."  
If there is more than one Mortgage Holder, the word "I" shall mean "We."

**1. Present Mortgage.** I hold a mortgage (referred to as the "present mortgage"). The present mortgage is dated,  
**June 18, 2009** and was made by  
**Kimberly L. Deane**

to  
**City of Long Branch**

I also hold the note, bond or other agreement for payment that is secured by the present mortgage. The present mortgage covers property located in the **City** of **Long Branch** in the County of **Monmouth** and State of New Jersey. This present mortgage was recorded on **August 6, 2009** in the office of the County Recording Officer of **Monmouth** County, New Jersey in book **OR-8790** of mortgages on page **3988**. The original amount of the present mortgage was \$ **89,100.00**  
**Twenty-Three Thousand Nine Hundred Sixty Dollars and No Cents**

---

(For Recorder's Use Only)

2. **New Mortgage.** You are about to make a loan in the principal amount of \$ **97,456.00** which will be secured by a mortgage (referred to as the "new mortgage") covering the same property as the present mortgage.

3. **Postponement.** The present mortgage will be subject, subordinate and inferior in priority to the new mortgage. This includes all renewals and extensions of the new mortgage. I have been paid \$ **1.00** for making this Postponement.

4. **Continuing Effect.** This Postponement changes only the priority of the present mortgage. The present mortgage remains in effect in all other respects.

5. **Who Is Bound.** This Postponement is binding upon me and all who succeed to my rights as holder of the present mortgage.

6. **Signatures.** I agree to this Postponement. If this Postponement is made by a corporation, its proper corporate officers sign.

Witnessed or Attested by: \_\_\_\_\_ (Seal)  
**Adam Schneider, Mayor**

\_\_\_\_\_  
**Kathy Schmelz, City Clerk**

\_\_\_\_\_  
**Kathy Schmelz, City Clerk**

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

**Adam Schneider, Mayor** **Kathy Schmelz, City Clerk**

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

\_\_\_\_\_  
**Debbie Talerico, Deputy Clerk**  
*Print name and title below signature*

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

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

of \_\_\_\_\_ the entity named in this instrument; and,  
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:  
**Tonya Medina**  
**City of Long Branch**  
**344 Broadway**  
**Long Branch, NJ 07740**

\_\_\_\_\_  
**Notary Public**  
*Print name and title below signature*

R# 212-13

**RESOLUTION THE CITY OF LONG BRANCH TO ACCEPT THE LOW BID OF MECO INC. IN THE AMOUNT \$198,523.75 FOR ROADWAY IMPROVEMENTS AT BEACHFRONT NORTH PHASE II REDEVELOPMENT AREA.**

**WHEREAS**, the City of Long Branch requested bids for roadway improvements at Beachfront North Phase II in the redevelopment area of the City; and

**WHEREAS**, Maser Consulting, PA was retained by the City of Long Branch to prepare the bid specifications and oversee the bidding process; and

**WHEREAS**, bids were open on Wednesday, July 10, 2013 at 11:00 a.m.; and

**WHEREAS**, the following are the bidders and bids:

<b>BIDDER</b>	<b>BID</b>
MECO, Inc.	\$198,523.75
Fiore Paving Co. Inc.	\$199,599.85
Lucas Construction Group, Inc.	\$219,036.50
Earle Asphalt, Co.	\$231,113.13
Black Rock Enterprises, LLC	\$234,206.05
Mount Construction Co., Inc.	\$274,216.70
Eosso Brothers, Inc.	\$345,725.90

**WHEREAS**, Maser Consulting has worked in the past with Mecco, Inc. and found their work to be acceptable; and

**WHEREAS**, the City Attorney's offices has reviewed the bids submitted by Mecco, Inc. and finds that it meets the bidding requirements thereby classified as a responsible bidder; and

**WHEREAS**, funds are available in an amount not to exceed \$198,523.75 in Account No. C-04-103-605,\$157,600: C-04-103-601,\$4,752.50 C-04-106-601,\$36,171.25 as certified to by the Chief Financial Officer of the City of Long Branch; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that Mecos Inc.'s bid of \$198,523.75 be and the same is hereby accepted by the City of Long Branch for roadway improvements at Beachfront North Phase II redevelopment area, City of Long Branch, County of Monmouth, New Jersey as set forth in the bid specifications.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Long Branch by and the same hereby is authorized to enter into a contract with Mecos, Inc. in an amount not to exceed \$198,523.75 as approved by Maser Consulting P.A. and the City Engineers.

**BE IT FURTHER RESOLVED** copies of this Resolution shall be made available by the City Clerk.

MOVED: Pallone  
SECONDED: Celli

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 5

NAYES: 0

ABSENT: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 8-13-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14th DAY OF August 2013  
Kathy L. Schele  
Municipal Clerk, R.M.C.

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

**ROADWAY IMPROVEMENT AT BEACHFRONT NORTH PHASE II  
REDEVELOPMENT AREA**

Said contract being made as follows:

**MECO INC. \$198,523.75**

Said funds being available in the form of:

**APPRO. # C-04-103-605, \$157,600.00 : C-04-103-601,\$4,752.50  
C-04-106-601,\$36,171.25 = \$198,523.75**

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

  
Date

R# 213-13

**RESOLUTION**

**AUTHORIZING THE EXECUTION OF A  
COMMODITY RESALE AGREEMENT  
WITH THE COUNTY OF MONMOUTH**

**WHEREAS**, N.J.A.C. 5:34-7.15 authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

**WHEREAS**, the County of Monmouth has authorized the renewal of the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS), for the period of September 30, 2013 through September 30, 2018; and

**WHEREAS**, it would be in the best interest of this Municipality to become or remain a member of the Monmouth County Commodity Resale System for that period.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Long Branch that the Mayor and Municipal Clerk be and they are hereby authorized to execute the attached Commodity Resale Agreement with the County of Monmouth.

**BE IT FURTHER RESOLVED** that the Municipal Clerk forward a certified copy of this resolution, along with the executed Commodity Resale Agreement to Stephen G. Callas, Director, Office of Shared Services, County of Monmouth, Hall of Records Annex, First Floor, 1 East Main Street, Freehold, New Jersey 07728.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 8-13-13  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14 DAY OF August, 2013  
Kathy L. Schmelz

**COMMODITY RESALE AGREEMENT  
BETWEEN THE  
COUNTY OF MONMOUTH (the "COUNTY")  
AND THE  
City of Long Branch (the "MUNICIPALITY")**

The County and the Municipality enter into this agreement pursuant to the Rules governing cooperative purchasing, namely *N.J.A.C. 5:34-7.15*.

**IT IS AGREED:**

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit "A" to the Municipality through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit "A" from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Municipality.
3. **No Obligation by Municipality.** The Municipality is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Municipality if the County is not then in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which the Municipality avails itself of the services available.
6. **Effective Dates.** This agreement shall be in effect from September 30, 2013 until September 30, 2018, unless sooner terminated by either party.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Municipality.
9. **Municipality's Representative.** The Municipality's [indicate one or more authorized representative] ( X ) Administrator, ( X ) Public Works Director or ( X ) Purchasing Agent , or his/her respective designee, will act on behalf of the Municipality with regard to a request for commodities from the County.

10. **Payment of Invoices.** The Municipality will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Municipality disputes a County invoice, the Municipality will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.
11. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Municipality.

IN WITNESS WHEREOF, the parties have executed this agreement.

County:

Municipality:

COUNTY OF MONMOUTH

\_\_\_\_\_

\_\_\_\_\_  
By: THOMAS A. ARNONE

\_\_\_\_\_  
By:

Title: Freeholder Director

Title:

Date:

Date:

ATTEST:

ATTEST:

\_\_\_\_\_  
MARION MASNICK  
Clerk of the Board

\_\_\_\_\_  
Municipal Clerk

## EXHIBIT "A"

### MONMOUTH COUNTY COMMODITY RESALE SYSTEM

#### Commodities available:

- Gasoline
- Diesel fuel
- Snow removal chemicals
- Public works materials and supplies, including road and roadway construction materials
- Such other materials as may be approved by the Director of the Division of Local Government Services

#### Pricing:

It is the intent that the County will recoup its actual costs, but no profit. Therefore, the cost of the commodities shall be the actual cost paid by the County for the commodities plus a modest administrative fee, as quoted by the County.

#### Procedure:

If the Municipality is interested in purchasing a commodity through the County's Commodity Resale System, the Municipality will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue a price quotation. The Municipality will then decide, at its option, whether or not to complete the requested purchase, at the price(s) quoted by the County.

R# 214-13

**RESOLUTION SPECIAL POLICE OFFICERS CLASS II  
FOR THE CITY OF LONG BRANCH**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby appoint the following individuals as Special Police Officers Class II for the City of Long Branch:

Christopher Broglia  
Michael Baltazar  
Jeff Kless  
Steve Foderaro  
Anthony Rapolla  
Joseph Paulson  
Corey Bastianelli  
John Pagan

MOVED: Pallone  
SECONDED: Celli

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 8-13-13  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14<sup>TH</sup> DAY OF AUGUST 2013  
Kathy L. Schmelz  
MUNICIPAL CLERK, E.M.C.



**CITY OF LONG BRANCH  
POLICE DEPARTMENT  
344 BROADWAY  
LONG BRANCH, NJ 07740  
(732) 222-1000**

**To: Kathy Schmelz  
From: Sgt. J. Bard  
Date: August 7, 2013  
Re: SLEO II Candidates**

**We are currently in the process of hiring seasonal Special Law Enforcement Class II Officers. As per Monmouth County Police Academy Policy, all recruits must be approved by the governing body by means of a Council resolution. I am requesting the following individuals to be included in a Monmouth County Police Class II Academy Resolution. The academy begins September 3, 2013.**

- 1. Christopher Broglia**
- 2. Michael Baltazar**
- 3. Jeff Kless**
- 4. Steve Foderaro**
- 5. Anthony Rapolla**
- 6. Joseph Paulson**
- 7. Corey Bastianelli**
- 8. John Pagan**

**Thank you for your anticipated cooperation. Please feel free to contact me at extension 5689 with any question or concern.**

**Respectfully submitted,**

A handwritten signature in black ink, appearing to read "Sgt. Joshua Bard". The signature is written in a cursive style with a large, stylized "B" at the end.

**Sgt. Joshua Bard**

R# 215-13

**RESOLUTION RELEASING ESCROW DEPOSIT**

PROJECT: Jan & Patricia Fonselius  
BLOCK: 475  
LOT: 9

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the application has been withdrawn.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of the following guarantees:

Application Escrow \$109.39

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$109.39, plus accrued interest if applicable, to

John & Patricia M. Fonselius  
99 Columbia Avenue  
Long Branch, NJ 07740

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 8-13-13  
IN WITNESS WHEREOF, I HAVE HERUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY, THIS 15th DAY OF August 2013  
Kathy L. Schemel  
MUNICIPAL CLERK, E.M.C.

R# 216-13

**RESOLUTION AUTHORIZING CONCEPTUAL APPROVAL TO FIRST HARTFORD REALTY CORP/CVS FOR DEVELOPMENT OF BLOCK 289, LOTS 1, 2, 3, 4, & 5 AND REFERRING THE MATTER FOR INDEPENDENT REVIEW TO THE PLANNING BOARD OF THE CITY OF LONG BRANCH.**

**WHEREAS**, the City of Long Branch entered into a Developer's Agreement with First Hartford Realty Corp. on the 25<sup>th</sup> day of June, 2013 for the development of Block 289, Lots 1, 2, 3, 4, & 5 in the City of Long Branch; and

**WHEREAS**, the property to be developed is in the Broadway Gateway Redevelopment Zone of the City of Long Branch; and

**WHEREAS**, the Developer's Agreement provides that First Hartford Realty Corp/CVS was to provide information to the City of Long Branch Planning Consultants to establish that the project as proposed with waivers could be conceptually approved by the Council of the City of Long Branch, acting as the Redevelopment Agency for the City of Long Branch; and

**WHEREAS**, the Assistant Planning Director, Carl Turner and the Planning Consultant, Pratap Talwar of City of Long Branch have opined that the project as submitted in the Redeveloper's Agreement and supplemented with drawings dated July 25, 2013 as annexed hereto conceptually comply with waivers with the Design Guidelines of the of the Redevelopment Ordinances of the City of Long Branch; and

**WHEREAS**, the Council of the City of Long Branch does not have authority to make final approvals of the plans as set forth in the Developer's Agreement and as amended; and

**WHEREAS**, the final approval of the site plans with waivers rests with the independent review by the City of Long Branch Planning Board.

**NOW, THEREFORE, BE IT RESOLVED** on this 13<sup>th</sup> day of August, 2013 that the developer's plans as submitted for development of

Block 289, Lots 1, 2, 3, 4, and 5 in the City of Long Branch be and the same hereby are referred to Planning Board of the City of Long Branch for its independent review as they are conceptually approved with waivers to meet the Design Guidelines of the City of Long Branch.

**BE IT FURTHER RESOLVED**, that this conceptual approval with waivers is based upon the documents submitted with the Developer's Agreement and as amended and supplemented by the two (2) site plans annexed hereto prepared by Dynamic Engineering dated July 25, 2013, and Sign Exhibit prepared by National Sign Services, LLC and Northern 13013 – Right Rear Drive Thru submitted by Larson Design Group.

MOVED: *Pallone*  
SECONDED: *Celli*

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES: *5*  
NAYES: *0*  
ABSENT: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON *8-13-13*  
IN WITNESS WHEREOF, I HAVE HEREBY SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS *14th* DAY OF *August*, 20*13*  
*Kathy L. Schemelz*

# CVS

STORE #10046  
SOUTH BROADWAY AND OCEAN BOULEVARD  
LONG BRANCH, NEW JERSEY 07740

**NSS** NATIONAL SIGN SERVICES  
437 W. EVESHAM AVE. MAGNOLIA NJ

## PROPOSED SIGNAGE REVIEW

### EXTERIOR BUILDING SIGNAGE

FRONT ELEVATION.....	(3) TOTAL = 161.41 S.F.
RIGHT ELEVATION.....	(4) TOTAL = 206.09 S.F.
LEFT ELEVATION.....	(2) TOTAL = 129.01 S.F.
REAR ELEVATION.....	(3) TOTAL = 116.15 S.F.

### GROUND FREE STANDING SIGNAGE

DIRECTIONAL.....	(2) TOTAL = 6.0 S.F.
------------------	----------------------

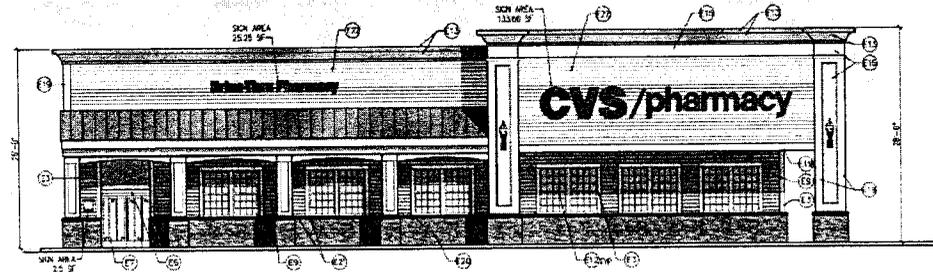
### TEMPORARY SIGNAGE

CONSTRUCTION.....	(1) TOTAL = 32.0 S.F.
-------------------	-----------------------

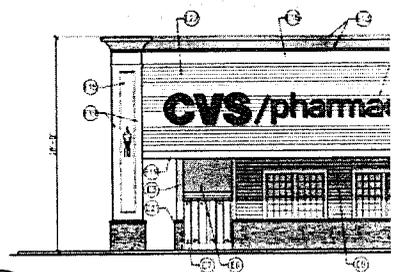
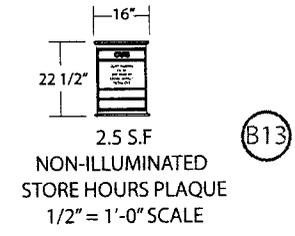
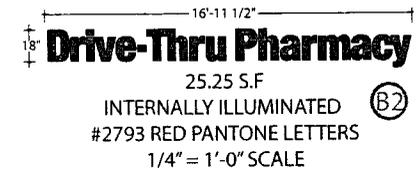
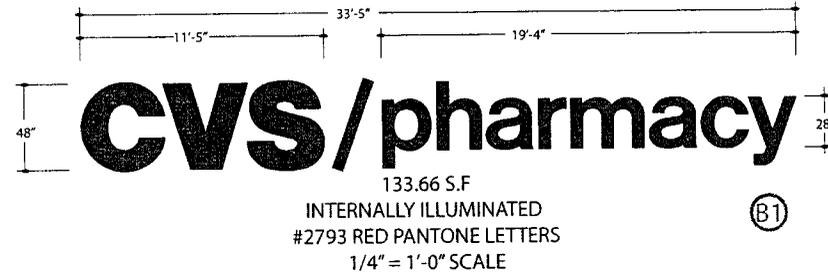
**SIGN EXHIBIT**  
**PAGE ONE (1) OF THREE (3)**  
**08/02/2013**

NATIONAL SIGN SERVICES LLC.  
437 WEST EVESHAM AVENUE  
MAGNOLIA, NJ 08049  
PH) 856-435-3750  
FAX) 215-827-5972

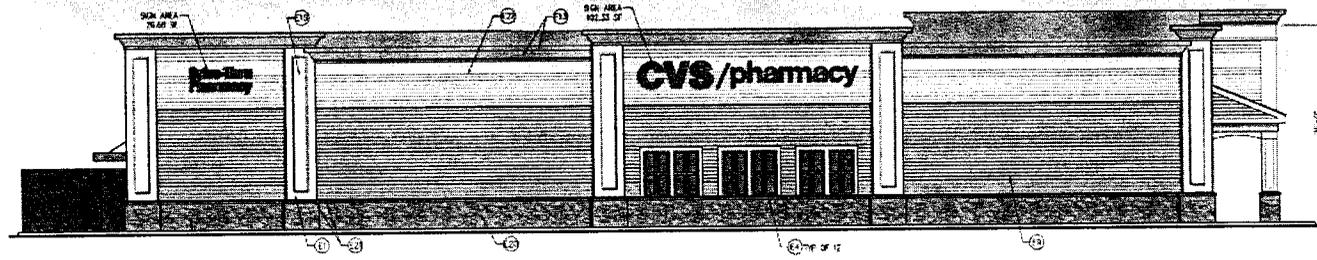
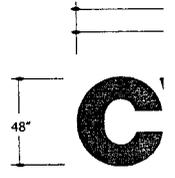
# PROPOSED SIGNAGE EXHIBIT



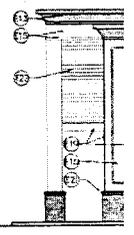
1 FRONT SIDE ELEVATION  
A4 TOTAL S.F. = 161.41



2 RIGHT SIDE ELEVATION  
A4 TOTAL S.F. = 206.09



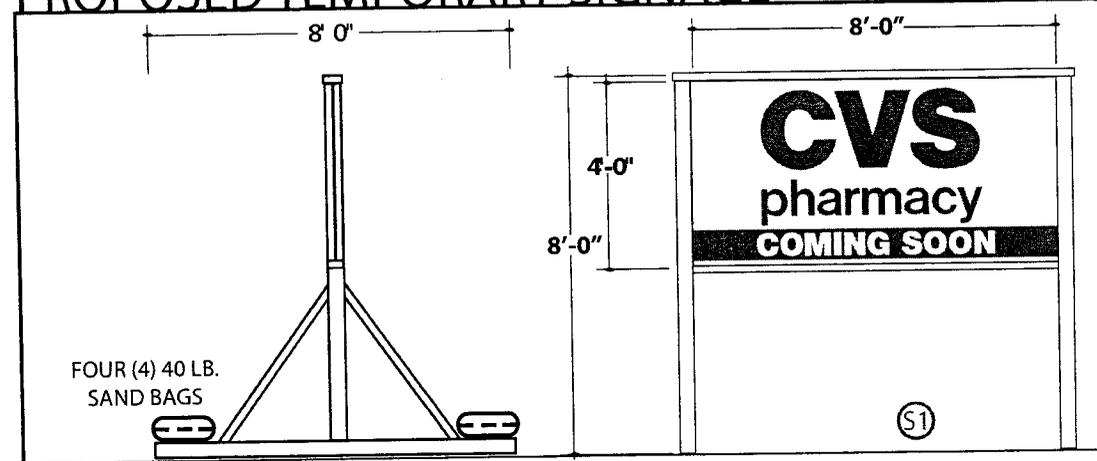
3 LEFT SIDE ELEVATION  
A4 TOTAL S.F. = 129.01



4 REAR SIDE ELEVATION  
A4 TOTAL SIGN S.F. = 116.15

# PROPOSED TEMPORARY SIGNAGE

TOTAL S.F. = 32.0



INSTALL LOCATION:  
TO BE DEPICTED ON SITE PLAN  
TO BE INSTALLED AFTER SITE APPROVAL  
BEFORE CONSTRUCTION START AND  
REMOVED BEFORE STORE OPENING

# PROPOSED DIREC

TOTAL SIGNS = TWO (2)  
TOTAL SIGN AREA = 6.0 S.F.  
INSTALL LOCATIONS:  
DEPICTED ON SITE PLAN

ONE (1) TEMPORARY CONSTRUCTION SIGN  
3/4" PLYWOOD PANEL PAINTED WHITE  
2"X4" POSTS PAINTED WHITE  
230-53 RED VINYL LOGO  
ASSEMBLE WITH COATED NAILS AS NEEDED

32.0 S.F  
DOUBLE SIDED  
NON-ILLUMINATED

**TEMPORARY SIGNS**  
CONSTRUCTION (1) = 32 S.F

PCL XL error

Subsystem: GE\_VECTOR

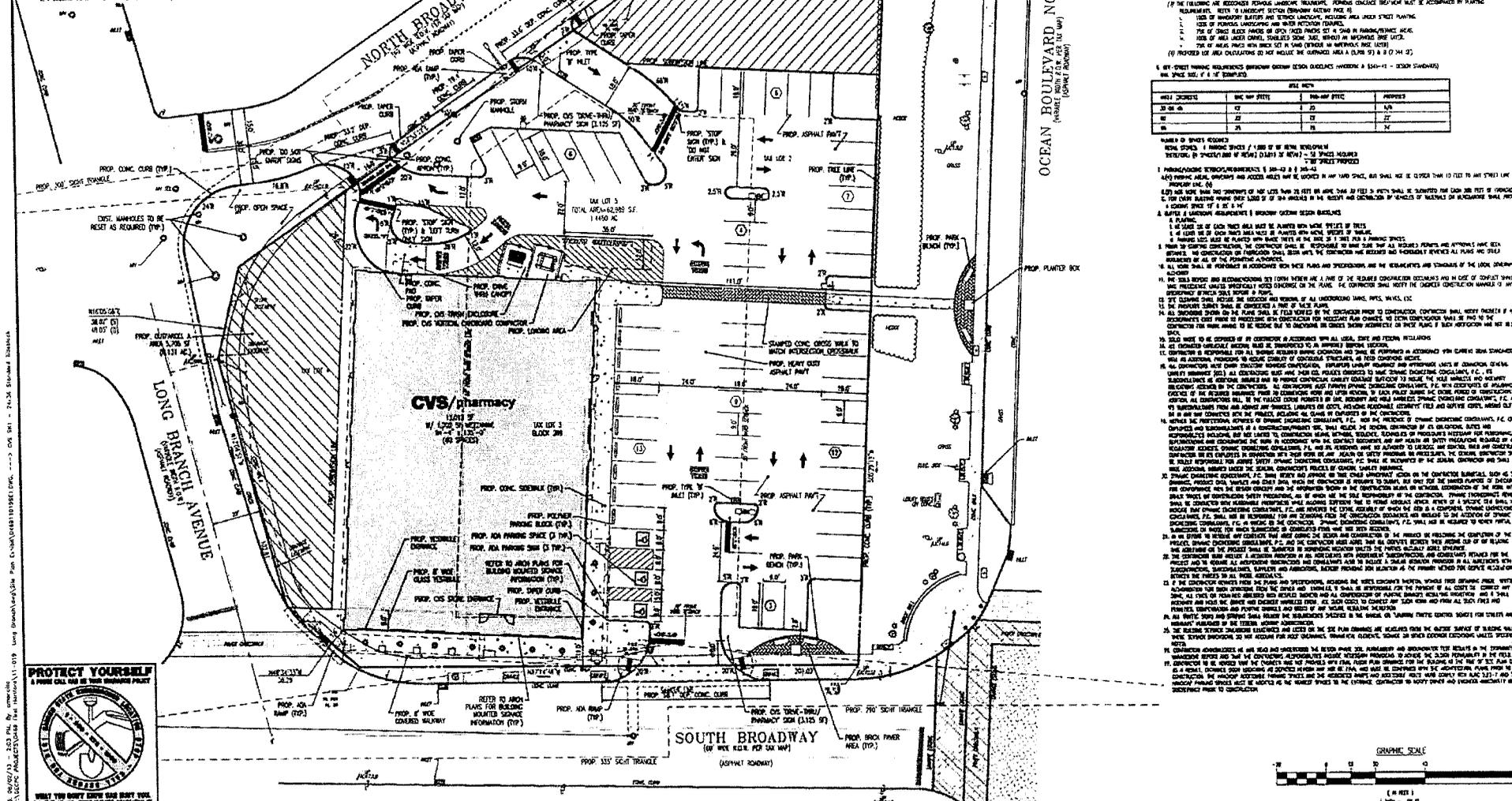
Error: GEMptyClipath

Warning:

IllegalMediasize

SIGNAGE TABLE			PERMITS		
NO.	SECTION SIGNAGE (BASELINE FOR SIGNAGE LAYOUT WORKSHEET PLAN)	PERMITS	NO.	SECTION SIGNAGE (BASELINE FOR SIGNAGE LAYOUT WORKSHEET PLAN)	PERMITS
FREEZING (2)	NUMBER OF SIGNS	N/A	NUMBER OF SIGNS	N/A	N/A
	MAX SIGN AREA	N/A	MAX SIGN AREA	N/A	N/A
	MAX SIGN HEIGHT	N/A	MAX SIGN HEIGHT	N/A	N/A
	MAX SIGN DISTANCE	N/A	MAX SIGN DISTANCE	N/A	N/A
BUILDING WORKED (2)	NUMBER OF FRAME SIGNS	N/A	NUMBER OF FRAME SIGNS	14 (14) SIGNS	N/A
	MAX FRAME SIGN AREA	2.5 SF PER LINEAR FOOT OF BUILDING FRONTAGE (2) SIGNAGE	MAX FRAME SIGN AREA	MAX FRAME SIGN AREA	N/A
	SOUTH SIDEWALK	ONE (1) OVERLAPMENT SIGN - 17.50 SF	SOUTH SIDEWALK	ONE (1) OVERLAPMENT SIGN - 17.50 SF	N/A
	SOUTH SIDEWALK	ONE (1) TRUCK TRAIL SIGN - 7.25 SF	SOUTH SIDEWALK	ONE (1) TRUCK TRAIL SIGN - 7.25 SF	N/A
	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	N/A
	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	N/A
	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	N/A
	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	N/A
	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	N/A
	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	SOUTH SIDEWALK	ONE (1) STORE FRONT SIGN - 1.50 SF	N/A
OVERHEAD	NUMBER OF SIGNS	N/A	NUMBER OF SIGNS	110 (2) SIGNS	N/A
	MAX SIGN AREA	N/A	MAX SIGN AREA	117.9 SQ FT (6.25 SF TOTAL)	N/A
	MAX SIGN HEIGHT	N/A	MAX SIGN HEIGHT	20' 0"	N/A
	MAX SIGN DISTANCE	N/A	MAX SIGN DISTANCE	20' 0"	N/A

NOTES:  
 1. ALL SIGNAGE SHALL BE ALLOWED ON THE SOUTH SIDE OF THE BUILDING.  
 2. IF SIGNAGE IS INSTALLED ON WEST SIDE THE TOTAL AREA OF 1.5 SF PER LINEAR FOOT OF FRONTAGE IS PERMITTED.



**GENERAL NOTES**

- THE PLAN HAS BEEN PREPARED BASED ON EXISTING RECORD PLANS AND FIELD SURVEY.
  - OWNER: LOCAL TRADING CORP. 100 BRANCH AVE. 100 BRANCH AVE. 100 BRANCH AVE. 100 BRANCH AVE.
  - APPROVED: [Signature]
  - PROJECT: [Signature]
- | NO. | DESCRIPTION      | DATE     | BY |
|-----|------------------|----------|----|
| 1   | ISSUE FOR PERMIT | 03/07/13 | JG |
| 2   | ISSUE FOR PERMIT | 03/07/13 | JG |
| 3   | ISSUE FOR PERMIT | 03/07/13 | JG |
| 4   | ISSUE FOR PERMIT | 03/07/13 | JG |

**CVS pharmacy**

NORTHERN 13,013 SF CUSTOM BUILDING  
 SINGLE REAR DRIVE THRU  
 STORE NUMBER: 10046

BLOCK 208, LOTS 1, 2, 3, 4 & 5  
 SOUTH BROADWAY & OCEAN BOULEVARD  
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY  
 CS PROJECT NUMBER: 64405

**DYNAMIC ENGINEERING**

Central Office  
 1904 Main Street  
 Lake Carmo, NJ 07719  
 T: 732.974.0198  
 F: 732.974.3521

North Office  
 245 Main Street - Suite 204  
 Chester, NJ 07930  
 T: 908.879.9229  
 F: 908.879.0222

www.dynamiceng.com

**J.D. SPALT**

PROFESSIONAL ENGINEER  
 1000 ROUTE 100  
 CHESTER, NJ 07930  
 TEL: 908.879.9229  
 FAX: 908.879.0222

**J. G. JAWORSKI**

PROFESSIONAL ENGINEER  
 1000 ROUTE 100  
 CHESTER, NJ 07930  
 TEL: 908.879.9229  
 FAX: 908.879.0222

**HARTFORD REALTY CORPORATION**

145 COLUMBIAN ROAD  
 MANCHESTER, CT 06045-1270  
 TEL: (860) 444-8855  
 FAX: (860) 444-5572  
 PROJECT CONTACT: TONY GALLAGHER

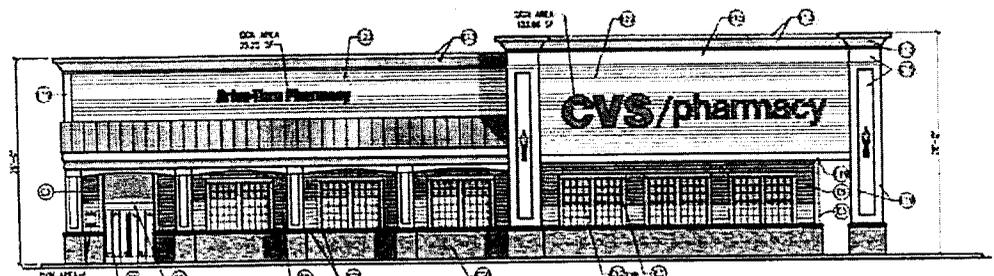
Rev.	Date	Comments
1	03/07/13	ISSUE FOR PERMIT

DATE: 03/07/13  
 DRAWN BY: JG  
 CHECKED BY: JG  
 EXHIBIT B  
 PRELIMINARY SITE PLAN

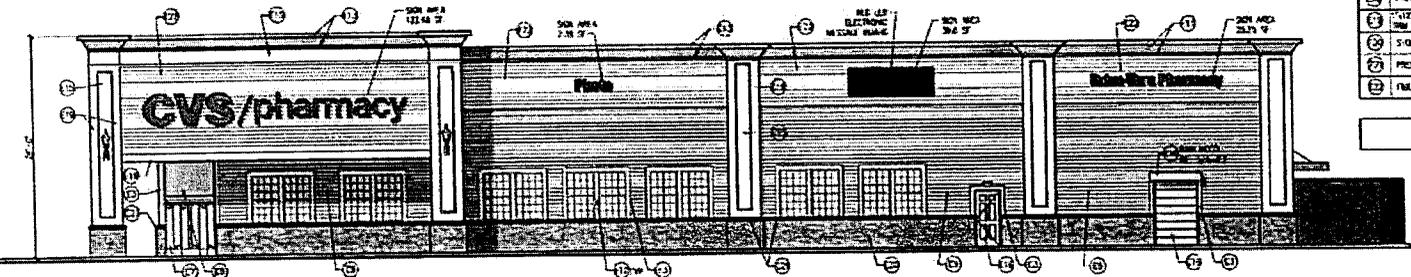
**PROTECT YOURSELF**

A PROTECT YOURSELF FROM THE RISK OF INADEQUATE PROTECTION BY THE CONTRACTOR.

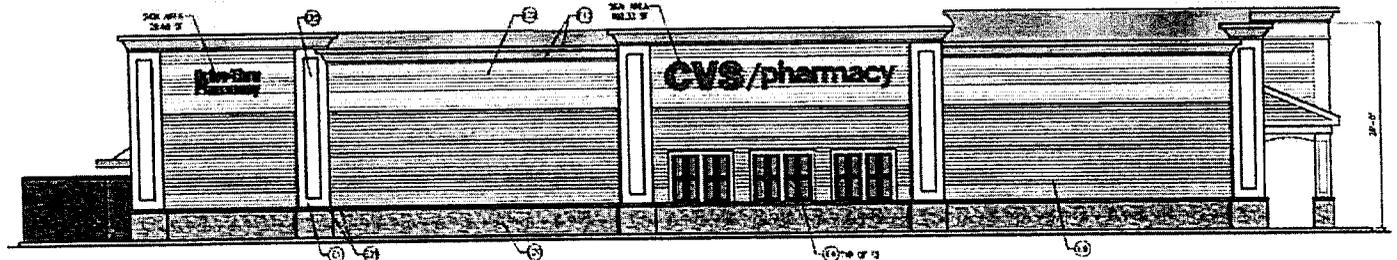
WHAT YOU SHOULD KNOW IS THAT YOU...  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN ON THE SITE.



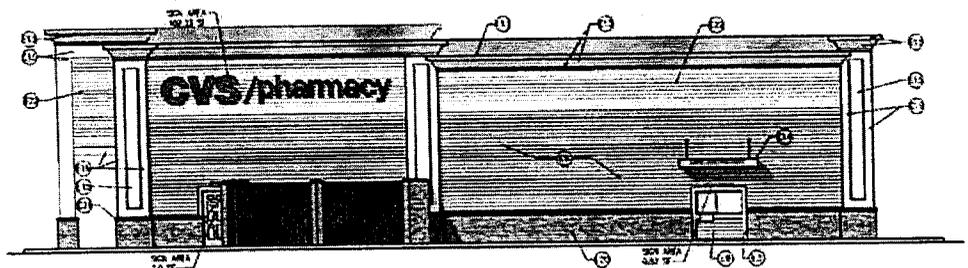
1 FRONT ELEVATION  
SCALE: 1/8" = 1'-0"  
TOTAL SIGN AREA FRONT SIDE 184.17 SF



2 RIGHT SIDE ELEVATION  
SCALE: 1/8" = 1'-0"  
TOTAL SIGN AREA RIGHT SIDE 224.19 SF



3 LEFT SIDE ELEVATION  
SCALE: 1/8" = 1'-0"  
TOTAL SIGN AREA LEFT SIDE 183.01 SF



4 REAR ELEVATION  
SCALE: 1/8" = 1'-0"  
TOTAL SIGN AREA REAR SIDE 136.15 SF

EXTERIOR FINISH SCHEDULE					
NO.	MATERIAL / DESCRIPTION	NOTE	STYLE, CASE NO.	COLOR	SCALE
1	FINISHING, METAL PANEL	JAMES HARDIE	ST2023	ANTIC WHITE	
2	PAINT	BEARBRAN MOORE		SNOW WHITE	SC-66
3	1/2" PRECAST CONCRETE WITH POLYCA BOARD	JAMES HARDIE		ANTIC WHITE	
4	BASED PANEL SHUTTERS	ALUM	WH0521	GREY	
5	PAINT	BEARBRAN MOORE		SNOW WHITE	SC-66 FOR ALL PVC COLLAR/TS
6	ALUM SIDING	ROBBER	SEE SPECS	ALUMINUM	ALUMINUM
7	ALUM ALUMINUM DOOR	SHURELY	SEE SPECS	ALUMINUM	ALUMINUM
8	ALUM SIDING	ATAS		ALUMINUM	ALUMINUM
9	PRECAST CONCRETE LAP SIDING	JAMES HARDIE	1/2" SIDING	ANTIC WHITE	1/2" SIDING
10	ALUMINUM CLUTTER	ATAS	5' x 5' SIDING	ALUMINUM	ALUMINUM
11	ALUMINUM SIDING	ATAS	5' x 4'	ALUMINUM	ALUMINUM
12	ALUMINUM DOUBLE GLAZED WINDOWS	KAUBLER	SEE SPECS	WHITE	WINDOWS TO BE FINISH
13	METAL COPING	ATAS		SLATE GREY	
14	WIRE ARMING	ALUMINUM SIDING	SEE SPECS	ALUMINUM	ALUMINUM
15	FINISHING, METAL PANEL	JAMES HARDIE	ST2023	ANTIC WHITE	
16	PAINT	BEARBRAN MOORE		SNOW WHITE	SC-66
17	1/2" PRECAST CONCRETE WITH POLYCA BOARD	JAMES HARDIE		ANTIC WHITE	
18	5' x 6' SIDING	ALUMINUM SIDING	SEE SPECS	ALUMINUM	ALUMINUM
19	PRECAST CONCRETE SILL	ALUMINUM SIDING	SEE SPECS	ALUMINUM	ALUMINUM
20	1/2" PRECAST CONCRETE WITH POLYCA BOARD	JAMES HARDIE	1/2" SIDING	ANTIC WHITE	

SHADED AREAS INDICATE SHOWN ON SCHEDULE  
LEGEND  
1 - 2: LARSON FINISH SCHEDULE



NORTHERN 1003-RIGHT  
FEAR DRIVE-THRU  
STORE NUMBER: 10046  
6000 S.W. & BROADWAY (MVC)  
LONG BRANCH, NJ 07704  
PROJECT TYPE: NEW STORE  
DEAL TYPE: FREE FOR SERVICE  
CS PROJECT NUMBER: 64405



1530 Commerce Park Drive  
Suite 207  
Wilmington, PA 17371  
Phone: 570.323.5603  
Fax: 570.323.9502  
www.larsondesigngroup.com  
ARCHITECTS ENGINEERS SURVEYORS

CONSULTANT:

SEAL:

DEVELOPER:  
FIRST HARTFORD REALTY  
149 COLONIAL ROAD  
MANCHESTER, CT  
TEL: (860) 646-6565  
FAX: (860) 646-8572

DRAWING BY: RLH  
DATE: 01 AUG 2013  
JOB NUMBER: 5538-023  
TITLE:

EXTERIOR ELEVATIONS

SHEET NUMBER:  
A-4.1  
COMMENTS:



R# 217-13

**RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN WEST OF PIER ASSOCIATES, LLC AND THE CITY OF LONG BRANCH AND MUTUAL RELEASES BETWEEN ANSELL, ZARO, GRIMM & AARON, LLC AND JAMES G. AARON, ESQ. IN CONNECTION WITH THE MATTER OF WEST OF PIER ASSOCIATES, LLC V CITY OF LONG BRANCH, ET AL**

**WHEREAS**, in or about September 2009, West of Pier Associates, LLC (“West of Pier”) filed a lawsuit against the City of Long Branch, Ansell, Zaro, Grimm & Aaron, LLC and James G. Aaron, Esq. (collectively referred to herein as the “Ansell Defendants”), captioned West of Pier Associates, LLC v. City of Long Branch et al., docket no. MON-L-719-10, for alleged violations of 42 U.S.C. § 1983, thereafter in February 2010 (the “Litigation”); and

**WHEREAS**, the parties have participated in the mediation of the Litigation and have reached a mutually-agreeable resolution of the issues raised and claims asserted in the Litigation; and

**WHEREAS**, the City and West of Pier have set forth their understanding and agreement in a Settlement Agreement and Mutual Release in the form attached hereto as Exhibit A to this Resolution; and

**WHEREAS**, the Ansell Defendants and West of Pier intend to enter a settlement agreement as between those parties in settlement of the Litigation; and

**WHEREAS**, the City and the Ansell Defendants have agreed to waive and release any claims against each other in connection with the Litigation, pursuant to the Mutual Release in the form attached hereto as Exhibit B to the Resolution.

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

(1) The Mayor or other authorized representative of the City is hereby authorized to execute the Settlement Agreement and Mutual Release between West of Pier Associates, LLC and the City of Long Branch, attached hereto as Exhibit A;

(2) The Mayor or other authorized representative of the City is hereby authorized to execute the Mutual Release between the City of Long Branch, Ansell, Zaro, Grimm & Aaron, LLC and James G. Aaron, Esq., attached hereto as Exhibit B.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, EMILY D. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 2-13-13  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

MUNICIPAL CLERK, R.M.C.

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

**THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (the “Agreement”) is given and entered into by and between West of Pier Associates, LLC (“West of Pier”) and the City of Long Branch (“Long Branch”). The parties to this Agreement are sometimes hereinafter referred to singularly as “Signatory” and collectively as “Signatories.”

**WITNESSETH:**

**WHEREAS**, when referred to herein, the Signatories shall include as applicable, each of their respective present or former owners, partners, principals, members, directors, officers, employees, agents, trustees, attorneys, insurers, parents, subsidiaries, affiliates, divisions, managers, representatives, predecessors or successors, partnerships or corporations and their respective heirs, administrators, successors and assigns; and

**WHEREAS**, West of Pier was previously the owner of a parcel of real property in Long Branch, New Jersey, identified on the tax map for Long Branch as lots 4.01, 5, 6, 20, 21 and 26 of Block 292 (the “Property”); and

**WHEREAS**, in or about December 1996, Ric-Cic, Inc. (“Ric-Cic”), the entity that owned the Property prior to West of Pier, filed an application with the Planning Board for the City of Long Branch (the “Board”) to extend site plan approval it had obtained for the Property. Ric-Cic’s extension application was denied by the Board in April 1997, and thereafter, Ric-Cic filed the lawsuit captioned Ric-Cic, Inc. v. Long Branch et al.: docket no. MON-L-2977-97 in which it appealed the Board’s denial of its extension application (Ric-Cic’s extension application and the lawsuit docketed MON-L-2977-97 are referred to collectively as the “Application Litigation”); and

**WHEREAS**, in or about July 1998, West of Pier contracted with Capri Estates, LLC (“Capri”) to purchase the Property for \$1.35 million, and in or about September 1998, West of Pier and Capri executed an addendum to the contract (the contract and the addendum thereto are referred to collectively as the “West of Pier/Capri Contract”); and

**WHEREAS**, in or about January 2001, Long Branch entered into negotiations with West of Pier to purchase the Property, and after the negotiations were unsuccessful, in March 2001, Long Branch commenced eminent domain proceedings to take the Property captioned Long Branch v. West of Pier et al.: docket no. MON-L-1080-01 (referred to as the “Eminent Domain Proceedings”). For purposes of this Agreement, the term “Eminent Domain Proceedings” shall include, but not be limited to, the negotiations between West of Pier and Long Branch for the Property; the hearing before Condemnation Commissioners on September 20, 2001 that resulted in the Condemnation Commissioners entering an award for the fair market value of the Property at \$1,207,700; the appeal of the Condemnation Commissioners’ award by West of Pier; and the arbitration regarding the value of the Property that took place between West of Pier and Long Branch in September 2007 that resulted in the arbitrators entering an award for the fair market value of the Property at \$3.94 million; and

**WHEREAS**, in or about September 2009, West of Pier filed a lawsuit against Long Branch, Ansell, Zaro, Grimm & Aaron, LLC and James G. Aaron, Esq. (referred to collectively herein as the “Aaron Defendants”), captioned West of Pier v. Long Branch et al.: docket no. MON-L-719-10, for alleged violations of 42 U.S.C. § 1983, and thereafter in February 2010, West of Pier amended its complaint in this matter to assert additional claims against the Aaron Defendants (the “Civil Rights Litigation”); and

**WHEREAS**, pursuant to the terms and conditions set forth below, the Signatories hereto now desire to finally and completely resolve, compromise, and settle any and all disputes, claims and causes of action between them.

**NOW, THEREFORE**, in consideration of the foregoing recitals and for good and valuable consideration, and intending to be bound thereby, the Signatories hereto, and each of them, hereby, warrant, represent, acknowledge, covenant, and agree as follows:

**AGREEMENT**

**1. PAYMENT**

Subject to the terms and conditions set forth in this Agreement, within thirty (30) days of the Effective Date of this Agreement, counsel for Long Branch shall deliver to West of Pier's counsel a check in the amount of Fifty Thousand dollars (\$50,000), made payable to "Gasiorowski & Holobinko, Attorney Trust Account".

**2. DISMISSAL OF ALL CLAIMS WITH PREJUDICE**

**A.** At the same time counsel for West of Pier transmits a copy of this Agreement executed by West of Pier to counsel for Long Branch, he shall also provide counsel for Long Branch with a signed Stipulation of Dismissal With Prejudice and Without Costs in the form attached to this Agreement as Exhibit A (the "Stipulation of Dismissal").

**B.** Upon their receipt of the Stipulation of Dismissal, counsel for Long Branch shall hold it in escrow. Upon receipt of notice from counsel for West of Pier that he has received the payment specified by Paragraph 1 of this Agreement, counsel for Long Branch shall file the Stipulation of Dismissal with the New Jersey Superior Court, Law Division, Monmouth County, and shall provide a copy of the Stipulation of Dismissal stamped "filed" to counsel for West of Pier upon receipt from the court.

C. The Signatories hereto agree to do all things necessary, including but not limited to executing additional documents, to cause all claims asserted between them in the Civil Rights Litigation to be dismissed with prejudice and without costs.

D. As part of the settlement of the Civil Rights Litigation, West of Pier and the Aaron Defendants have agreed to settle all claims asserted between them in that lawsuit, and the terms of such settlement will be governed by a separate agreement between West of Pier and the Aaron Defendants.

### 3. RELEASES

It is expressly understood and agreed to by each of the Signatories that this Agreement constitutes a complete and final general release between the Signatories with respect to any and all past or present liability, damages, claims, cross-claims, third-party claims, demands, rights and causes of action, guarantees, claims for compensatory or punitive damages, settlements, costs, interest, attorneys' fees, expert costs, litigation expenses or compensation of any kind or nature whatsoever that the Signatories had, now have, or may have in any capacity from the beginning of time to the present (whether class, derivative or individual in nature) (referred to collectively as "Claims"), including but not limited to any and all Claims in any way relating to, arising out of, or in connection with the 1) Property; 2) the Application Litigation; 3) the West of Pier/Capri Contract; 4) the Eminent Domain Proceedings; and 5) the Civil Rights Litigation. Therefore, in consideration of the payment specified by the terms set forth in Paragraph 1 of this Agreement, and the dismissal required by the terms set forth in Paragraph 2 of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Signatories, intending to be legally bound thereby, hereby knowingly, voluntarily, irrevocably, and unconditionally waive, release, relinquish, and

forever discharge and acquit all of the Signatories (individually and collectively) from any and all Claims, whether known or unknown, suspected or unsuspected, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of time to the present, including but not limited to any and all Claims in any way relating to, arising out of, or in connection with the Property, the Application Litigation, the West of Pier/Capri Contract, the Eminent Domain Proceedings and the Civil Rights Litigation.

**4. NOTICE**

Notice as required by this Agreement shall be given as follows:

**WEST OF PIER ASSOCIATES, LLC:**

Ronald S. Gasiorowski, Esq.  
Gasiorowski & Holobinko  
54 Broad Street  
Red Bank, NJ 07701

**CITY OF LONG BRANCH**

Alan S. Naar, Esq.  
Greenbaum, Rowe, Smith & Davis LLP  
Metro Corporate Campus One  
P.O. Box 5600  
Woodbridge, New Jersey 07095

**5. ADDITIONAL PROVISIONS**

A. Each Signatory to this Agreement acknowledges, represents and warrants that it has not assigned, sold, transferred or otherwise disposed of any of the rights, causes of action, claims or other matters described herein. Each Signatory in breach of said representation and warranty shall defend, indemnify and hold harmless all other Signatories from any and all claims prosecuted based upon any assignment or transfer and any attempted assignment or transfer contrary to the terms of this Paragraph.

**B.** Each Signatory to this Agreement acknowledges that it may have sustained damages, losses, fees, costs or expenses related to the Property, the Application Litigation, the West of Pier/Capri Contract, the Eminent Domain Proceedings and/or the Civil Rights Litigation that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses as each party may have sustained might give rise to additional damages, losses, fees, costs or expenses in the future. Nevertheless, each Signatory to this Agreement acknowledges that this Agreement has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses which have been hereby released.

**C.** Each Signatory to this Agreement understands, acknowledges and agrees that if any fact now believed to be true is found hereafter to be other than, or different from, that which is now believed, each expressly assumes the risk of such difference in fact and agrees that this Agreement shall be, and will remain, effective notwithstanding any such difference in fact.

**D.** Each Signatory to this Agreement understands, acknowledges and agrees that this Agreement may be pleaded as a full and complete defense to, and used as a basis for, any injunction against any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement.

**E.** Each Signatory to this Agreement understands, acknowledges and agrees that this Agreement shall be binding upon each of them and, if applicable, upon their respective present or former members, residents, directors, partners, principals, officers, employees, agents, trustees, attorneys, insurers, parents, subsidiaries, affiliates, divisions, managers, representatives, predecessors or successors, partnerships or corporations and their respective heirs, administrators, successors and assigns.

**F.** The Signatories to this Agreement expressly acknowledge that this Agreement is not to be relied upon by third parties and that it carries with it no precedential value and should not be relied upon by any person or entity as evidence of any obligation by any party other than the obligations contained in this Agreement.

**G.** The Signatories agree that neither the execution of this Agreement nor the provision of any consideration pursuant hereto is intended as, or shall be construed as, an admission of any fault, liability or responsibility at any time or for any purpose whatsoever.

**H.** Each Signatory to this Agreement understands, acknowledges and agrees that this Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a duly executed writing.

**I.** In the event that any provision(s) of this Agreement (is) are determined to be invalid and/or unenforceable, any such provision(s) shall be severable from the remainder of said Agreement and shall not cause the invalidity and/or unenforceability of the remaining provisions of this Agreement.

**J.** Each Signatory understands, represents and warrants that each fully understands and voluntarily accepts and enters into, and agrees to be bound by the terms of this Agreement.

**K.** Each Signatory to this Agreement understands, acknowledges and agrees that this Agreement shall be construed under, and interpreted in accordance with, the law of the State of New Jersey as it exists on the Effective Date of this Agreement.

**L.** Each Signatory to this Agreement who signs in a representative capacity on behalf of another warrants that he or she has the authority to sign on behalf of said person or entity. Each Signatory agrees to execute all documents and to do all things necessary to effectuate the terms of this Agreement.

M. This Agreement shall be deemed to be effective upon execution by all Signatories (hereinafter referred to as the "Effective Date").

N. This Agreement may be executed in counterparts with the same effect as if the signatures hereto and thereto were upon the same instrument. Each counterpart will be deemed an original, which taken together shall constitute a single instrument.

O. This Agreement or any uncertainty or ambiguity therein shall not be construed against any one Signatory or several Signatories but shall be construed as if all Signatories to this Agreement jointly prepared this Agreement.

**WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE HAVE READ THIS ENTIRE AGREEMENT AND HAVE HAD THE TERMS HEREIN AND THE CONSEQUENCES THEREOF EXPLAINED TO US BY OUR RESPECTIVE ATTORNEYS. WE FULLY UNDERSTAND ALL THE TERMS AND CONSEQUENCES OF THIS AGREEMENT, AND WHEREOF, WE HAVE EXECUTED THIS SETTLEMENT AGREEMENT.**

By: \_\_\_\_\_  
Mayor Adam Scheider,  
As An Authorized Representative of the City of Long Branch

Dated:

By: \_\_\_\_\_  
Patsy Cicalese,  
As An Authorized Representative of West of Pier Associates, LLC

Dated:

# EXHIBIT A

GREENBAUM, ROWE, SMITH & DAVIS LLP  
Metro Corporate Campus One  
P.O. Box 5600  
Woodbridge, New Jersey 07095  
(732) 549-5600  
Attorneys for Defendant City of Long Branch

West of Pier Associates, LLC,  <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> City of Long Branch et al.,  <p style="text-align: right;">Defendants.</p>
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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, MONMOUTH COUNTY  
DOCKET NO.: MON-L-719-10

**CIVIL ACTION**

**STIPULATION OF DISMISSAL WITH  
PREJUDICE AND WITHOUT COSTS**

**IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED** by and between Gasiorowski & Holobinko, attorneys for plaintiff West of Pier Associates, LLC; Riker Danzig Scherer Hyland & Perretti LLP, attorneys for defendants Ansell, Zaro, Grimm & Aaron, LLC and James G. Aaron, Esq.; and Greenbaum Rowe Smith & Davis LLP, attorneys for the City of Long Branch, that the parties each voluntarily dismiss all of their respective claims, cross-claims and counter-claims asserted against each other in this action with prejudice and without costs to any party.

**Gasiorowski & Holobinko**  
Attorneys for Plaintiff,  
West of Pier Associates, LLC

**Riker Danzig Scherer Hyland & Perretti LLP**  
Attorneys for Defendants,  
Ansell, Zaro, Grimm & Aaron, LLC  
& James G. Aaron, Esq.

By: \_\_\_\_\_  
Ronald S. Gasiorowski

By: \_\_\_\_\_  
Lance J. Kalik

Dated:

Dated:

**Greenbaum Rowe Smith & Davis LLP**  
Attorneys for Defendant,  
City of Long Branch

By: \_\_\_\_\_  
Alan S. Naar

Dated:

**MUTUAL RELEASE**

**THIS MUTUAL RELEASE** (the “Release”) is entered into by and between (i) the City of Long Branch (“Long Branch”); (ii) Ansell, Zaro, Grimm & Aaron, LLC (“Ansell, Zaro”); and (iii) James G. Aaron, Esq. (Ansell, Zaro and James G. Aaron, Esq. are referred to collectively as “Aaron”). The parties to this Release are sometimes hereinafter referred to singularly as “Signatory” and collectively as “Signatories.”

**WITNESSETH:**

**WHEREAS**, when referred to herein, the Signatories shall include as applicable, each of their respective present or former owners, partners, principals, members, directors, officers, employees, agents, trustees, attorneys, insurers, parents, subsidiaries, affiliates, divisions, managers, representatives, predecessors or successors, partnerships or corporations and their respective heirs, administrators, successors and assigns; and

**WHEREAS**, in or about September 2009, West of Pier Associates, LLC (“West of Pier”) filed a lawsuit against Aaron and Long Branch captioned West of Pier v. Long Branch et al.: docket no. MON-L-719-10, for alleged violations of 42 U.S.C. § 1983, and thereafter in February 2010, West of Pier amended its complaint in this matter to assert claims against Aaron for legal malpractice (the “Civil Rights Litigation”); and

**NOW, THEREFORE**, the Signatories hereto, and each of them, hereby, warrant, represent, acknowledge, covenant, and agree as follows:

1. Each of the Signatories, intending to be legally bound thereby, hereby knowingly, voluntarily, irrevocably, and unconditionally waive, release, relinquish, and forever discharge and acquit all of the Signatories (individually and collectively) from any and all past or present liability, damages, claims, cross-claims, third-party claims, demands, rights and causes of action, guarantees, claims for compensatory or punitive damages, settlements, costs, interest, attorneys’ fees, expert costs, litigation expenses or compensation of any kind or nature whatsoever that the Signatories had, now have, or may have in any capacity, whether class, derivative or individual in nature, relating to, arising out of, or in connection with the Civil Rights Litigation.

2. The Signatories agree that in connection with this Release, they each shall execute a stipulation of dismissal with prejudice and without costs with regard to the Civil Rights Litigation.

***[Signature Page Follows]***

IN WITNESS WHEREOF, Long Branch, Ansell, Zaro and James G. Aaron, Esq. have executed and delivered this Release with the intent that it be effective as of the dates set forth below.

**The City of Long Branch**

By: \_\_\_\_\_  
Print Name:  
Print Title:  
Date:

**Ansell, Zaro, Grimm & Aaron, LLC**

By: \_\_\_\_\_  
Print Name:  
Print Title:  
Date:

**James G. Aaron, Esq.**

By: \_\_\_\_\_  
Print Name:  
Print Title:  
Date:

R# 218-13

RESOLUTION  
APPROVAL PAYMENT OF BILLS

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

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

MOVED: Pallone

SECONDED: Celli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHELE, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 8-13-13  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14th DAY OF August, 2013  
Kathy L. Schele  
MUNICIPAL CLERK, ETC.

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of August 13, 2013. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

A T & T	Utilities - Telephone - Bills Dated June & July 2013 - Various Locations	*	2,089.01	
A.R. Communications	Radio Equipment - DPW / Fire Prevention		64.00	
Absolute Fire Protection Co.	Misc. Parts - Fire #4-90 - Fire Dept.		154.95	
Adams Evidence Grade Technology, Inc.	Evidence Grade Media for Police Dept.	*	2,837.59	
After The Reign Band, LLC.	Musical Performance - After The Reign - 8/08/13 - Administration		1,200.00	
All Hands Fire Equipment	Life Guard Board Shorts - OEM		290.90	
All Shore Garage Door	Repair Tax Assessor's Counter Shutter - DPW		337.50	
Allegra	Construction Code Forms for Building Dept.		1,272.00	
Allied Diesel Service, Inc.	Bolts for OEM #930 - DPW		21.30	
All-Shore Softball Assoc.	Registration Fee for Youth Girls Softball Team in 2013 Summer League - Recreation Dept.		425.00	
Alonzo Rawls	DJ Performance at Laird Street Beach - 7/6 & 7/20/13 - Recreation Dept.		750.00	
American Locker Security Systems, Inc.	(8) Wall Mount Pistol Lockers - Police Dept.	*	3,160.00	
Ansell, Grimm & Aaron	Legal Services Rendered - Retainer - June 2013	*	2,500.00	
Ansell, Grimm & Aaron	Legal Services Rendered - Hotel Campus - June 2013	*	44.00	
Ansell, Grimm & Aaron	Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - June 2013	*	25,738.56	
Asbury Park Press	Yearly Subscription - July 2013 / June 2014 - Mayor's Office		196.93	
Atlantic Plumbing Supply Corp.	Plumbing Materials for Beachfront - DPW		623.02	
Atlantic Tree Materials & Grinding Co.	Brush Grinding - July 2013		22,325.00	Pymt #2
Auto Parts	Misc. Automotive Parts - May / July 2013 - DPW / Fire Dept.		12,600.12	
B & H Photo	Computer Supplies - Various Depts.		698.25	
B. Keith Controls, Inc.	Janitorial Supplies for Beachfront & City Hall Building - DPW	*	292.68	
Bayshore Music	Musical Performance - Madison Avenue - 7/30/13 - Administration		1,000.00	
BCM Irrigation	Testing & Repairs to Irrigation System - DPW		1,625.00	
3D Sign Supply, LLC.	Traffic Sign Adhesive - Traffic Dept.		74.00	
Beverly Baxter	Ceramic Instruction - June & July 2013 - Senior Affairs		2,381.25	
Blaze Emergency Equipment, LLC.	Misc. Parts - Various Vehicles - Fire Dept.		1,337.00	
Blink Promotions	Long Branch Logo Pins - Administration		1,010.00	
Blue Mare Arts c/o Marian Akana	Coordinator for Art In The Park Event - 5/26/13 - L.B. Arts Council		1,026.00	
Boro Printing, Inc.	Tow Books - Police Dept.	*	588.00	
Borough of Eatontown	(12) Officers for Oceanfest Traffic Control - Police Dept.	*	5,632.00	
Borough of Oceanport	(1) Officer for Oceanfest Traffic Control - Police Dept.	*	323.88	
Borough of Red Bank	(5) Officers for Oceanfest Traffic Control - Police Dept.	*	1,950.00	
Brennan Brothers Contracting, LLC.	Improvements to Troutmans Creek - November 2012 / June 2013		57,241.80	Pymt #1
Brookdale Community College	Registration for Class - W. Bahamonde - 9/5/13 - Police Dept.		1,592.32	
Builders' General Supply Co.	Hand Rails for Beachfront - DPW		244.40	
Bullet Lock & Safe Co.	Keys & Locks for Various Depts.		842.30	
Campus Coordinates	T-Shirts for Water Rescue - OEM		1,275.50	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Central Towing & Recovery, Inc.	Towing - 6/3 & 7/15/13 - DPW / Fire Dept.	1,180.00
Century Office Products, Inc.	Copier Maintenance - June / September 2013 - Senior Center / Finance Dept.	1,035.00
Charles Shirley	Reimbursement for Purchase of (5) Repeaters - Police Dept.	* 627.20
Christian Roselle	Musical Performance - Rave On - 7/23/13 - Administration	* 900.00
Circle Chevrolet	Misc. Parts - Various Vehicles - DPW	462.01
City of Long Branch Clearing Account	Reimburse Clearing Account	* 160,639.31
City of Long Branch Clearing Account	Reimburse Clearing Account	* 216,346.52
City of Long Branch Clearing Account	Reimburse Clearing Account	* 24,336.09
City of Long Branch Clearing Account	Reimburse Clearing Account	* 1,089,913.62
City of Long Branch Clearing Account	Reimburse Clearing Account	* 13,758.10
City of Long Branch Clearing Account	Reimburse Clearing Account	* 1,063,544.78
City of Long Branch Clearing Account	Reimburse Clearing Account	* 461.21
City of Long Branch Payroll Agency Account	DCRP Match - July 2013	* 49,183.37
City of Long Branch Payroll Agency Account	Payroll Dated 7/19/13	* 1,040,730.25
City of Long Branch Payroll Agency Account	Payroll Dated 7/19/13	* 46,660.35
City of Long Branch Payroll Agency Account	Payroll Dated 8/02/13	* 963,032.96
City of Long Branch Payroll Agency Account	Payroll Dated 8/02/13	621.78
Clayton Block Co.	Concrete Mix for Various Locations - DPW	434.89
Coast Hardware Co.	Misc. Hardware - June & July 2013 - Various Depts.	* 4,768.07
Comcast	Internet Provider Service - 5/10-8/14/13 - IT-Administration	* 268.73
Comcast Online	Internet Provider Service - 7/6-8/15/13 - IT-Administration/Police Dept.	91.00
Complete Security Systems, Inc.	Central Station Monitoring at Senior Center - August / October 2013 - DPW	511.75
Conte's Car Wash, Inc.	Car Wash Contract - June 2013	671.66
Cooper Electric Supply Co.	Electrical Materials for Promenade - DPW	687.00
D M S & D Assoc.	Consumable Supplies - DPW	417.30
David Weber Oil Co.	Tractor Fluid - DPW	454.10
Dell Marketing, L.P.	Computer Equipment - City Clerk's Office / Police Dept.	2,279.00
Deptcor Bureau of State Use Industries	Various Printed Forms - Police Dept.	6,000.00
Downes Forest Products, LLC.	Mulch - DPW	11,814.00
Edmunds & Assoc.	2013 Software Maintenance - Tax Collector's Office / Finance Dept.	.603.90
Edwards Tire Co.	Tires - PD #004 & FP #39 - DPW	725.00
Emergency Services Marketing Corp.	Dispatch Service - OEM	750.00
ERT Consultants, LLC.	Registration for (2) for Rescue Course - 7/27-7/28/13 - OEM	1,002.93
F & C Automotive Supply	Misc. Parts - Various Vehicles - DPW	461.10
Fine Fare	Food for Various Events in April / July 2013 - Senior Affairs	887.27
Ford Motor Credit Co.	Lease/Purchase Vehicle - September 2013	* 26,479.22
Ford Motor Credit Co.	(4) Lease/Purchase Vehicles - June & August 2013	2,203.69
Freehold Ford, Inc.	Misc. Parts - Various Vehicles - DPW / Fire Dept.	202.77
Game Time c/o Marturano Recreation Co.	Swing Hangers for West End Park - DPW	844.00
Gannett Satellite Information Network, Inc.	Legal Ads - June 2013 - City Clerk's Office	210.00
Garden State Highway Products, Inc.	Sign Blanks - Traffic Dept.	* 900.00
Gas House Gorillas, LLC.	Musical Performance - Gas House Gorillas - 7/28/13 - Administration	341.40
General Linen & Paper Supply	Janitorial Supplies for Various Depts.	76.13
Gerald Carroll	Reimbursement for Purchase of Cell Phone Supplies - IT-Administration	324.09
Global Gov't./Education Solutions, Inc.	Computer Supplies - Tax Assessor's Office	23,593.50
Gold Type Business Machines, Inc.	E-Ticketing - April / June 2013 - Police Dept.	

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

\* DENOTES PREPAY

Great America Financial Services  
 Harley Davidson of Long Branch, Inc.  
 Hilsen Pest Control, LLC.  
 Hilsen Pest Control, LLC.  
 Holman, Frenia, Allison, P.C.  
 Holman, Frenia, Allison, P.C.  
 Home Depot Credit Services  
 Howard H. Woolley Jr.  
 Hunter Jersey Peterbilt  
 Innovative Data Solutions, Inc.  
 Jamm Printing  
 Jason Smuro  
 Jersey Cape Diagnostic Training/Opportunity Center  
 Jersey Central Power & Light  
 Jersey Elevator Co.  
 John Deere Landscapes, Inc.  
 John Guire Co.  
 Johnny On The Spot, Inc.  
 John's Auto & Truck Repair  
 Joseph Fazzio - Wall, LLC.  
 Keer Electrical Supply Co.  
 Liberty Paper & Janitorial Supply  
 Long Branch Board of Education Administration Offices  
 Long Branch Chamber of Commerce  
 Long Branch Chamber of Commerce  
 Long Branch Historical Museum Assoc.  
 Lukoil  
 Maria S. Febles  
 Mark J. Schmalzried  
 Mazza & Sons, Inc.  
 MCAA c/o George Lockwood  
 McLaren Engineering Group  
 MGL Printing Solutions  
 Michele Bernich  
 Mid-Atlantic Rescue Systems  
 Middletown Township Police  
 Monmouth County Clerk's Office  
 Monmouth County Police Academy  
 Monmouth County Treasurer - Finance Dept.  
 Monmouth County Treasurer - Sheriff's Office  
 Monmouth Power Equipment  
 MONOC Hospital Service Corp.  
 Mr. John  
 Music Men Productions, LTD.  
 New Jersey American Water Co.

Copier Lease - August 2013 - Various Depts.  
 Replace Fuel Tank Line - Police Motorcycle #4 - DPW  
 Service Calls at Lake Takanassee & Oceanic Fire House - 7/9 & 7/15/13 - Health Dept.  
 Integrated Pest Control at Various Locations - July 2013 - Health Dept.  
 Auditor of 2012 Financial Records - July 2013  
 Auditor of 2012 Financial Records - July 2013  
 Various Building Materials - DPW  
 Reimbursement for Paid Parking for EDA Meeting - 7/15/13 - Administration  
 Misc. Parts - PW #250 - DPW  
 Electronic Maintenance of Training/Policies & Certifications - Police Dept.  
 Incident Envelopes - Police Dept.  
 Reimbursement for Purchase of Swim Fins - OEM  
 Seasonal & Daily Badges for 2013 Beach Season - Recreation Dept.  
 Utilities - Electric - (Street Lighting Included) - Bills Dated May / July 2013 - Various Locations  
 Elevator Maintenance at City Hall Building - July 2013 - DPW  
 Marking Paint - DPW  
 Edger Blades - DPW  
 Barricade Panels for Use During Oceanfest - Police Dept.  
 Towing - 6/25/13 - Police Dept.  
 Metal for Beach Trailer - DPW  
 Electrical Materials for Great Lawn - DPW  
 Janitorial Supplies for Beachfront - DPW  
 Shared Fiber Ring Services Agreement - January / June 2013 - IT-Administration  
 2013 Membership Dues - L.B. Cable Commission  
 Reimbursement for Group Performance & Electrical Service at Oceanfest - Community Dev.  
 Full Page Ad in Journal for 11th Annual Cocktail Reception - Mayor's Office  
 Gasoline for Police Motorcycles - June 2013 - DPW  
 Spanish Interpreting Services - May 2013 - Municipal Court  
 Musical Performance - Shade Tree Mechanics - 8/11/13 - Administration  
 Recycling of Tires/Disposal of Bulky Waste & Crushed Concrete - June 2013 - DPW  
 2013 Membership Dues - J. Butow & W. Laird - Tax Assessor's Office  
 Engineering Services Rendered - Millennium Pier Design - June 2011 / May 2013  
 1099 Forms - Comptroller's Office  
 Mileage & Toll Reimbursement for (2) Courses - May & June 2013 - Planning Dept.  
 Lights - Police Dept.  
 (10) Officers for Oceanfest Traffic Control - Police Dept.  
 Recording of Deed - City Clerk's Office  
 (5) Registrations for (2) Courses - June 2013 - Police Dept.  
 Tipping Fees - June 2013 - DPW  
 (10) Officers for Oceanfest Traffic Control - Police Dept.  
 (2) Weed Wackers for Parks - DPW  
 Registration for Class - Ptl. T. Barrett - Police Dept.  
 Port-A-Johns - Various Locations - June & July 2013 - Various Depts.  
 Sound - July 2013 - Blues By The Beach - Community Dev./UEZ  
 Utilities - Hydrants - Bills Dated May / July 2013 - Various Locations

\* 1,043.57  
 184.56  
 630.00  
 410.00  
 \* 10,000.00  
 37,700.00 Final Pymt  
 3,147.16  
 4.50  
 126.00  
 7,000.00  
 80.00  
 \* 305.90  
 7,626.80  
 \* 51,893.51  
 177.97  
 273.60  
 161.91  
 1,795.00  
 75.00  
 13.86  
 1,561.95  
 599.00  
 9,500.00  
 125.00  
 4,913.50  
 125.00  
 63.02  
 600.00  
 \* 800.00  
 19,148.50  
 275.00  
 187,677.11 Pymt #14-17  
 \* 160.60  
 82.65  
 1,127.00  
 \* 3,840.00  
 8.00  
 105.00  
 84,165.21  
 \* 4,026.00  
 828.30  
 210.00  
 531.60  
 \* 1,600.00  
 \* 20,880.48

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

New Jersey Gravel & Sand Co.  
New Jersey Motor Vehicle Commission  
New Jersey Motor Vehicle Commission  
New Jersey Motor Vehicle Commission  
NJ Fire Equipment Co.  
Norlab  
Northwind Mechanical Systems, Inc.  
NRS  
Office Concepts Group  
Office Needs, Inc.  
Omaha Standard, Inc.  
Over The Top Entertainment  
Peco, Inc.  
Pendergast Safety Equipment Co.  
Perry's Trophy Co.  
Peter Antonucci  
Pitney Bowes  
Port Supply  
Provantage Corp.  
Quality Communications Systems  
Quality Rebuilders  
Red Hot Community Publishing Co.  
Red The Uniform Tailor  
Riggins, Inc.  
Rileighs Outdoor Décor  
Robert J. Burger  
Robert Lanza  
RR Donnelley  
Safariland, LLC.  
Saker Shoprites, Inc.  
Samzie's Uniforms  
Scala's Pizza  
Scoles Floorshine Industries  
Sea Bright Police Dept.  
Seaboard Welding Supply, Inc.  
Shared Solutions & Services, Inc.  
Sharkskin Records, LLC.  
Sharp Electronics Corp. c/o Shore Business Solutions  
Sherwin Williams Co.  
Siperstein's  
Skip's Sports  
Snap-On Industrial  
Spellbinders, Inc.  
Stan Dziuba  
Standard Roofings, Inc. t/a The Standard Group

Top Soil for Truax Field - DPW		964.00
Motor Vehicle Title - DPW	*	85.00
Motor Vehicle Title - DPW	*	85.00
Motor Vehicle Title - DPW	*	85.00
Motor Vehicle Title - DPW		4,473.10
Turn Out Gear (15 Facepieces) - Fire Dept.		222.00
Liquid Powder Tracing Dye for Storm Water Flow - DPW		3,817.83
Service Calls at City Hall Building - 5/30, 6/21 & 6/25/13 - DPW		762.01
(5) Wet Suits - OEM		820.72
Printer Cartridges - Tax Assessor's Office / Planning Dept.		156.50
Printer Cartridges - Fire Dept.		149.48
Misc. Parts - PW #250 - DPW	*	3,000.00
Musical Performance - Sirius Orchestra - 7/25/13 - Administration		128.75
Ribbon Cartridges - Municipal Court		87.00
Gloves - DPW		141.60
Desk & Wall Nameplates - Police Dept.		148.94
Reimbursement for Clothing Damaged While On Duty - Police Dept.		358.47
Meter Rental & Ink Cartridges - April / June 2013 - Tax Collector's Office		172.19
Utility Box/Cooler - OEM		887.75
Computer Equipment - IT-Administration		1,578.80
Radio Equipment - Police Dept.		175.00
Rebuild Alternator - PW #102 - DPW		3,800.00
2013 Newsletter - UEZ		835.24
Various Clothing for S. Dziuba - DPW		74,231.99
Diesel Fuel & Unleaded Gasoline - Delivered in June & July 2013 - DPW		946.00
Banners for Theater District - Community Dev.	*	2,200.00
Musical Performance - Bob Burger - 8/15/13 - UEZ	*	1,000.00
Musical Performance - Bob Lanza Blues Band - 8/4/13 - Administration		625.00
Safety Paper for Certified Copies - Health Dept.		142.25
(2) Prescan Pads - Police Dept.		250.12
Food for Brunch - 7/30/13 - Senior Affairs		712.00
Hat & Breast Badges for Fire Dept. & Uniform Accessories for G. Vecchione - Police Dept.		468.00
Food for Firefighters During Oceanfest - Fire Dept.		687.10
Janitorial Supplies for Senior Center & Beachfront - DPW	*	1,728.00
(4) Officers for Oceanfest Traffic Control - Police Dept.		105.50
Welding Supplies & Industrial Gases - June & July 2013 - DPW		3,515.78
Telephone Maintenance at City Hall Building & Senior Center - July / October 2013	*	2,500.00
Musical Performance - Joe Bonanno - 8/01/13 - UEZ		198.05
Copier Rental - July 2013 - Recreation Dept.		683.51
Marking Paint - Traffic Dept.		351.28
Paint/Materials - DPW		562.00
T-Shirts for Camp Staff - Recreation Dept.		6,051.71
Pro Link IQ Starter Kit - DPW		1,118.82
Boardshorts for 6am Club - Recreation Dept.		85.59
Reimbursement for Cell Phone Case - DPW		307.95
Misc. Supplies - DPW		

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

\* DENOTES DEDUCTIBLE

Stavola Asphalt Co.  
 Stelair Design Corp.  
 T.Y.G. Productions  
 Technatype  
 The Maintenance Connection, Inc.  
 The Peddler  
 Roadally Mobile, LLC.  
 Township of Manalapan  
 Treasurer, State of NJ - Division of Revenue  
 United Parcel Service  
 JSABL  
 J.E. Ralph & Son  
 Verizon  
 Verizon Communications  
 Verizon Wireless  
 Verizon Wireless  
 W.B. Mason Co.  
 W.H. Potter & Son, Inc.  
 W.W. Grainger, Inc.  
 Xiaofen Zhang  
 Z-Pers  
 Zep Manufacturing Co.

Road Materials to Repair Pot Holes - DPW  
 T-Shirts for College Tour - Recreation Dept.  
 Videography - June 2013 - Administration  
 Typewriter Repair - Health Dept.  
 Misc. Hardware for DPW Stock  
 (15) Specialized Bikes for Special Officers - Police Dept. / Recreation Dept.  
 Misc. Parts - Truck #25-4-90 - Fire Dept.  
 (5) Officers for Oceanfest Traffic Control - Police Dept.  
 NJ Dept. of Environmental Protection Air Quality Permitting Program - DPW  
 Ground Shipping - DPW  
 Registration for Youth Baseball Team to Enter Summer League - 7/10-7/28/13 - Recreation Dept.  
 First Aid Supplies for Beachfront - Recreation Dept.  
 Utilities - Bills Dated July 2013 - Various Locations  
 Utilities - Telephone - Bill Dated June 2013 - Recreation Dept.  
 Laptop Service - Bill Dated 7/12/13 - Various Depts.  
 Cell Phone Service - Bill Dated 7/16/13 - Various Depts.  
 Various Office Supplies - Various Depts.  
 Misc. Parts for Mowers - DPW  
 Misc. Equipment - Police Dept. / Health Dept.  
 Musical Performance - Saron Crenshaw - 7/21/13 - Administration  
 Rags for DPW  
 Car/Truck Wash - DPW

413.92  
 100.00  
 1,200.00  
 92.50  
 699.48  
 9,750.00  
 35.00  
 \* 1,800.00  
 410.00  
 19.92  
 750.00  
 3,271.26  
 \* 11,774.16  
 \* 49.99  
 \* 1,240.96  
 \* 2,247.57  
 1,469.98  
 245.82  
 622.29  
 \* 1,500.00  
 218.00  
 577.50

**5,542,694.95**

**TOTAL CURRENT**

Avalon Carpet Tile & Flooring  
 Brinkerhoff Environmental Services  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 City of Long Branch Clearing Account  
 Fiore Paving Co.  
 McLaren Engineering Group  
 Millenium Products, Inc.  
 Provantage Corp.  
 Quality Communications  
 Steven S. Polinsky, Esq.

141.09  
 2,300.00 Pymt #1  
 \* 60,000.00  
 \* 25,155.00  
 \* 148,397.78  
 \* 148,397.78  
 46,919.27 Pymt #14-17  
 18,001.84  
 30.00  
 13,130.00  
 \* 60,000.00

**522,472.76**

**TOTAL CAPITAL**

Animal Care Equipment & Services, Inc.  
 City of Long Branch Clearing Account

Net for Animal Control - Health Dept.  
 Reimburse Clearing Account

140.92  
 \* 42.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account  
 City of Long Branch Payroll Agency Account  
 Donte's Car Wash, Inc.  
 Intelligent Products, Inc.  
 Long Branch Animal Hospital  
 NJ Dept. of Health & Senior Services  
 Verizon Wireless

Reimburse Clearing Account  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Payroll Dated 7/19/13  
 Payroll Dated 7/19/13  
 Payroll Dated 8/02/13  
 Payroll Dated 8/02/13  
 Car Wash Contract - June 2013  
 Mutt Mitts - Health Dept.  
 Veterinary Services - July 2013  
 Dog Report - June 2013  
 Cell Phone Service - Bill Dated 7/16/13 - Animal Control

\* 10,167.72  
 \* 7,390.23  
 \* 115.56  
 \* 7,093.79  
 \* 526.85  
 \* 6,863.38  
 \* 505.79  
 \* 6,588.00  
 5.75  
 758.10  
 520.00 Pymt #7  
 \* 42.00  
 \* 115.56

**40,875.65**

**TOTAL DOG**

D.J. Productions  
 City of Long Branch Clearing Account  
 City of Long Branch Payroll Agency Account  
 Donte's Car Wash, Inc.  
 Great America Financial Services  
 Home Depot Credit Services  
 Jersey Central Power & Light  
 Long Branch Chamber of Commerce  
 Mr. John

Videography - 6/13/13 - Community Dev.  
 Reimburse Clearing Account  
 Payroll Dated 7/19/13  
 Payroll Dated 8/02/13  
 Payroll Dated 8/02/13  
 Payroll Dated 7/19/13  
 Car Wash Contract - June 2013  
 Copier Lease - August 2013 - UEZ  
 Plants for Businesses - Community Dev.  
 Utilities - Electric - Bills Dated May / July 2013 - Community Dev.  
 2013 Membership Dues - Community Dev.  
 Port-A-John's - Seventh Avenue & Manahasset Park - June 2013 - Community Dev.

400.00  
 \* 177.97  
 \* 7,597.59  
 \* 6,199.16  
 \* 112.62  
 \* 6,211.58  
 \* 445.86  
 \* 446.78  
 \* 5,764.80  
 \* 5,753.30  
 11.50  
 \* 112.62  
 148.37  
 \* 177.97  
 125.00  
 407.90

**34,093.02**

**TOTAL HUD**

Ansell, Grimm & Aaron  
 Ansell, Grimm & Aaron  
 Ansell, Grimm & Aaron  
 Bulwark Systems, LLC.  
 Carl F. Jennings  
 City of Long Branch Clearing Account

Legal Services Rendered - Pier Village II - June 2013  
 Legal Services Rendered - Pier Village III - June 2013  
 Legal Services Rendered - Beachfront North II - June 2013  
 Tax Sale Premium  
 Reimbursement for Purchase of Supplies for Summer Camp Program - Recreation Dept.  
 Reimburse Clearing Account

\* 22.00  
 \* 44.00  
 \* 88.00  
 \* 10,900.00  
 269.19  
 \* 154.00

ty of Long Branch Clearing Account  
 ty of Long Branch Payroll Agency Account  
 ound Designs  
 ew Jersey Dept. of Labor & Workforce Dev.  
 eaboard Welding Supply Co.

Reimburse Clearing Account  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Reimburse Clearing Account  
 Unemployment - July 2013  
 Payroll Dated 7/19/13  
 Payroll Dated 7/19/13  
 Payroll Dated 8/02/13  
 Payroll Dated 8/02/13  
 Lifeguard Shirts - Recreation Dept.  
 Unemployment - Quarter Ending - June 2013  
 Refill Oxygen Tanks - DPW

\* 1,542.17  
 \* 10,900.00  
 \* 38,752.08  
 \* 3,323.96  
 \* 645.10  
 \* 665.18  
 \* 38,086.90  
 \* 958.60  
 \* 56,216.83  
 \* 341.00  
 \* 5,262.72  
 \* 24.00

**168,195.73**

**TOTAL TRUST OTHER**