

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

FEBRUARY 13, 2007

ROLL CALL:

DR. MARY JANE CELLI, COUNCILWOMAN
ANTHONY GIORDANO, COUNCILMAN
BRIAN UNGER, COUNCILMAN
DAVID G. BROWN, COUNCIL VICE PRESIDENT
MICHAEL DESTEFANO, COUNCIL PRESIDENT

PLEDGE OF ALLEGIANCE

CERTIFICATION BY CLERK:

I HEREBY CERTIFY THAT THIS MEETING HAS BEEN PUBLISHED IN THE NEWSPAPER IN ACCORDANCE WITH THE OPEN PUBLIC MEETINGS ACT AND POSTED AS REQUIRED BY LAW.

*Irene A. Joline, RMC
City Clerk*

PRESENTATIONS:

1. MAYOR TO MAKE PRESENTATION TO THE LONG BRANCH EXPLORERS AND TEAM JUMP OFF
2. PRESENTATION REGARDING PIER VILLAGE

READING AND APPROVAL OF PREVIOUS MINUTES:

JANUARY 23, 2007

CONSIDERATION OF ORDINANCES:

PUBLIC HEARING AND FINAL CONSIDERATION

#2-07 AN ORDINANCE OF THE CITY OF LONG BRANCH IN MONMOUTH COUNTY, STATE OF NEW JERSEY AMENDING CHAPTER 45 ENTITLED "FIRE DEPARTMENT" OF THE CITY OF LONG BRANCH ORDINANCES (INTRODUCED: JANUARY 23, 2007)

ORDINANCES FOR INTRODUCTION:

NONE

RESOLUTIONS:

#24-07 RESOLUTION AUTHORIZING THE MAYOR TO SIGN A JURISDICTIONAL AGREEMENT WITH THE STATE OF NJ DEPARTMENT OF TRANSPORTATION

#25-07 RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEED OF EASEMENT WITH THE DEPARTMENT OF TRANSPORTATION

#26-07 RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE AFFIDAVIT OF TITLE FOR BLOCK 214, LOT 7

#27-07 RESOLUTION APPROVING PLACE TO PLACE TRANSFER OF STATE LICENSE # 1325-34-029-007 (OLD SHOOTERS SEASONAL LICENSE)

#28-07 RESOLUTION APPROVING A TAX EXEMPTION FOR DISABLED VETERAN ON PROPERTY LOCATED AT 180 AVENEL BOULEVARD (BLOCK 387, LOT 2) IN THE CITY OF LONG BRANCH

#29-07 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ESTABLISH A DONATED LEAVE PROGRAM AS PER NEW JERSEY DEPARTMENT OF PERSONNEL GUIDELINES

#30-07 RESOLUTION EXERCISING OPTION TO EXTEND CONTRACT FOR DISPOSAL OF BULKY WASTE (MAZZA & SONS)

#31-07 RESOLUTION TO REFUND OVERPAYMENT OF 2001 TAXES DUE TO TAX EXEMPT STATUS NJSA 54:4-3.30

#32-07 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

#33-07 RESOLUTION AMENDING RESOLUTION R343-06 ADOPTED NOVEMBER 28, 2006 RESOLUTION TO REFUND OVERPAYMENT OF 2006 TAXES

#34-07 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE FOR THE WEST END CONCESSION STAND

R35-07 RESOLUTION APPOINTING PETER AGRESTI AS A MEMBER OF THE LONG BRANCH BOARD OF ADJUSTMENT

R36-07 RESOLUTION 2007 EMERGENCY TEMPORARY APPROPRIATIONS

R37-07 RESOLUTION 2006 BUDGET APPROPRIATION RESERVE TRANSFERS

R38-07 RESOLUTION RELEASING ESCROW DEPOSIT (POOL TOWN)

R39-07 RESOLUTION RELEASING ESCROW DEPOSIT (GIDDIO)

R40-07 RESOLUTION AUTHORIZING ANNUAL CONTRACT FOR PURCHASE OF USED EQUIPMENT FOR THE DEPARTMENT OF PUBLIC SAFETY

R41-07 RESOLUTION AUTHORIZING ANNUAL CONTRACT FOR PURCHASE OF USED VEHICLES FOR VARIOUS DEPARTMENT

R42-07 RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT TO PROVIDE VIETNAM VETERAN MEMORIAL DISPLAY

R43-07 RESOLUTION PARTICIPANTS RESOLUTION FOR A FEASIBILITY STUDY

R44-07 RESOLUTION APPROVAL PAYMENT OF BILLS

R45-07 RESOLUTION RELEASING GUARANTEES (KELLY BUILDERS)

R46-07 RESOLUTION DESIGNATING PIER VILLAGE APPLIED LWAG LLC AS REDEVELOPER FOR CERTAIN PROPERTIES IN THE CITY OF LONG BRANCH AND AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR PIER VILLAGE AND COMMENCEMENT OF CONDEMNATION PROCEEDINGS AGAINST BLOCK 222 LOT 1

R47-07 RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF HELEN THOMPSON, 401 JOLINE AVENUE

APPLICATIONS:

1. APPROVAL OF A RAFFLE LICENSE FOR THE MONMOUTH MEDICAL CENTER FOUNDATION
2. APPROVAL OF A RAFFLE LICENSE FOR ST. MICHAELS CHURCH
3. APPROVAL OF A RAFFLE LICENSE FOR THE LONG BRANCH BAND PARENTS ASSOCIATION
4. APPROVAL OF A RAFFLE LICENSE FOR 180 TURNING LIVES AROUND
5. TRANSFER OF A TAXI OWNERS LICENSE FROM AYRES GRAY TO AHMED ELZAMEK

REDEVELOPMENT:

UPDATE – MR. AARON (TENTATIVE)

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

ORDINANCE # 2-07

An Ordinance of City of Long Branch in Monmouth County, State of New Jersey,
Amending Chapter 45 entitled "Fire Department"
of the City of Long Branch General Ordinances

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey as follows:

1. Chapter 45 entitled "Fire Department" of the City of Long Branch General Ordinances is hereby amended as follows:

Chapter 45, FIRE DEPARTMENT

§45-2. Election of Officers.

- A. Certified List of Members. [No change]
- B. Nomination of Candidates.

(1) Each respective company wishing to place a candidate in the field for Second Assistant Chief shall nominate and certify a candidate by September 15 of each year and submit the name of that person to the City Clerk. Each person nominated for Second Assistant Chief must meet the requirements set forth in §45-3C(2) and, on or before September 15, have all of the necessary certifications as required.

(2) [No change]

- C. Elections. [No change]
- D. Election Board. [No change]

INTRODUCED:

Jan. 23, 2007

ADOPTED:

IRENE A. JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

R# 24-07

**RESOLUTION AUTHORIZING THE MAYOR
TO SIGN A JURISDICTIONAL AGREEMENT
WITH THE STATE OF NJ DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the State of New Jersey Department of Transportation has requested that an Agreement be entered between the City of Long Branch and the State of New Jersey, which would allocate the Jurisdictional responsibilities for highway maintenance and control between the City of Long branch and the State of New Jersey with reference to certain intersections of Route 36 and streets within the City of Long Branch; and

WHEREAS, maps outlining the jurisdictional limits of each have been reviewed and approved by the City of Long Branch.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that Mayor Adam Schneider and Irene Joline, City Clerk are hereby authorized to execute the Agreement between the City of Long Branch and the State of New Jersey.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

NEW JERSEY DEPARTMENT OF TRANSPORTATION
JURISDICTIONAL AGREEMENT No. 4581

THIS AGREEMENT, made this _____ day of _____ Two Thousand and Seven, between the CITY OF LONG BRANCH in Monmouth County, hereinafter referred to as the "City" and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the "State," witnesseth that:

WHEREAS, the State will be reconstructing and upgrading the drainage facilities on Route 36 in order to mitigate flooding conditions; and

WHEREAS, the above improvements will include the areas of Route 36 and several City highways; and

WHEREAS, in order to prevent future legal or maintenance problems in these areas, it is necessary that the City and the State apportion the jurisdiction for highway maintenance and control in an equitable manner pursuant to N.J.S.A. 27:7-1 et seq.; and

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

FIRST, the City agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas as shown with crosshatching on sheets one and two of two total maps entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, JURISDICTIONAL LIMIT MAP, ROUTE 36 LONG BRANCH DRAINAGE, MP 4.4 – 5.6, CITY OF LONG BRANCH, COUNTY OF MONMOUTH, SCALE: AS INDICATED," which maps are appended hereto and made a part hereof.

SECOND, the State agrees to:

- (a) Assume or retain jurisdiction for highway maintenance and control, upon completion of construction and final acceptance by the State, in those areas shown shaded on sheets one and two of the said maps.
- (b) Assume or retain jurisdiction for maintenance of drainage as indicated on sheets one and two of the said maps.

THIRD, both the City and the State agree that:

- (a) Nothing contained in this agreement shall be construed to affect the legal and/or maintenance responsibilities for any traffic signal systems, overhead lighting, or private driveways involved in the subject roadway areas.
- (b) To the extent of the jurisdictional limits established herein, and upon completion of construction and final acceptance of the State, any provisions of this agreement shall control. Any remainder of prior agreement will continue in full force and effect.
- (c) This agreement will not be binding until executed by the Commissioner of Transportation or the Commissioner's designee.

4581

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

THE CITY OF LONG BRANCH
IN MONMOUTH COUNTY

Attested:

Irene Joline, Clerk

By: _____
Adam Schneider, Mayor

THE STATE OF NEW JERSEY

Attested:

Jacqueline Trausi, Secretary NJDOT

By: _____
Richard T. Hammer
Assistant Commissioner
Capital Program Management

Date: _____

Date: _____

This Agreement has been reviewed and approved
as to form:

Stuart J. Rabner
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Deputy Attorney General

Date: _____

R# 25-07

**RESOLUTION AUTHORIZING THE MAYOR
TO SIGN A DEED OF EASEMENT WITH THE
DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Long Branch wishes to convey to the State of New Jersey, Department of Transportation an easement over and across the property owned by the City of Long Branch, more specifically Park Avenue over NJ Transit also being known as an easement of Lot 1 in Block 22.03 on the tax map of the City of Long Branch in return for payment to the City by the State the sum of \$50,300.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize the Mayor and City Clerk to sign the Deed of Easement and the Seller's Residency Certificate/Exemption on the above entitled property that is attached hereto and made a part of this resolution.

MOVED:

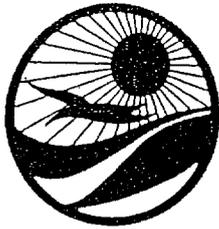
SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N. J. 07740 (732) 222-7000

**ADMINISTRATIVE SIGN-OFF SHEET
FOR INCLUSION ON THE COUNCIL AGENDA**

The attached document(s) have been reviewed by Administration, and is hereby approved to be included on the Council Agenda.

Howard H. Woolley, Jr.
Business Administrator

Date

Or



Michael F. Muscillo
Deputy Director of Administration

7.5.07
Date



SCHEDULE A

An easement in certain land and premises, situated, lying and being in the City of Long Branch, in the County of Monmouth and the State of New Jersey and more particularly described as follows:

Parcel E611, as indicated on a map entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, PARK AVENUE BRIDGE MONMOUTH COUNTY OVER NORTH JERSEY COAST LINE, Showing Existing Right Of Way And Parcels To Be Acquired In The City Of Long Branch, County Of Monmouth, June 2004"; and as shown more particularly on a map attached hereto, made a part hereof, marked "Exhibit B", Entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, Park Avenue Bridge Monmouth County Over North Jersey Coast Line, PARCEL E611, City Of Long Branch, County of Monmouth, June 2004"; and also being CONSTRUCTION PROJECT: PARK AVENUE OVER THE NORTH JERSEY COAST LINE;

Parcel E611, consisting of the permanent right at about Station 13+20 (Park Avenue Base Line Stationing) to form and maintain slopes for grading Park Avenue as far as the line marked "Slope E", as shown on the aforesaid maps, including the right to topsoil; seed, plant trees, vines and shrubs, in such a manner, so as not to interfere with points of access and to maintain the same so as to support the adjoining roadway; stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the roadway; areas of existing or proposed driveways, parking lots or other paved areas that are to remain in accordance with the construction plans and specifications for the project, may be replaced with equal or better paving or impervious or semi-impervious materials. The owner shall retain the right to use the area within said slope easement consistent with the purposes and rights described above, however, the owner shall not have the right to remove vegetative material, add or remove material from the slope to be constructed, construct walls or other structures, or in any manner modify said slope easement rights, without first applying for permission to the New Jersey Department of Transportation (NJDOT). The permission to modify or release said slope may be obtained from the NJDOT, Office of ROW, where it is demonstrated by the owner, to the satisfaction of the NJDOT in its sole discretion, that the slope is no longer needed to support the roadway or that the proposed modification will not interfere with or adversely affect the integrity of the slope; the NJDOT, however, reserves the right to impose such terms and conditions on the release of any slope rights that are necessary to ensure the stability of the adjacent roadway;

Being also known as an easement of Lot 1 in Block 22.03 on the tax map of the City of Long Branch;

TOGETHER WITH the permanent restriction against the use of any portion thereof for any structure, growth or physical impediment that would in any manner infringe upon a free and open line of sight over the same, as far as the line marked "Sight Triangle Easement Line", as shown on the aforesaid maps. The State has the permanent right to enter the easement area to remove any of the aforementioned impediments should the owner or its assigns fail to maintain the integrity of the sight triangle.

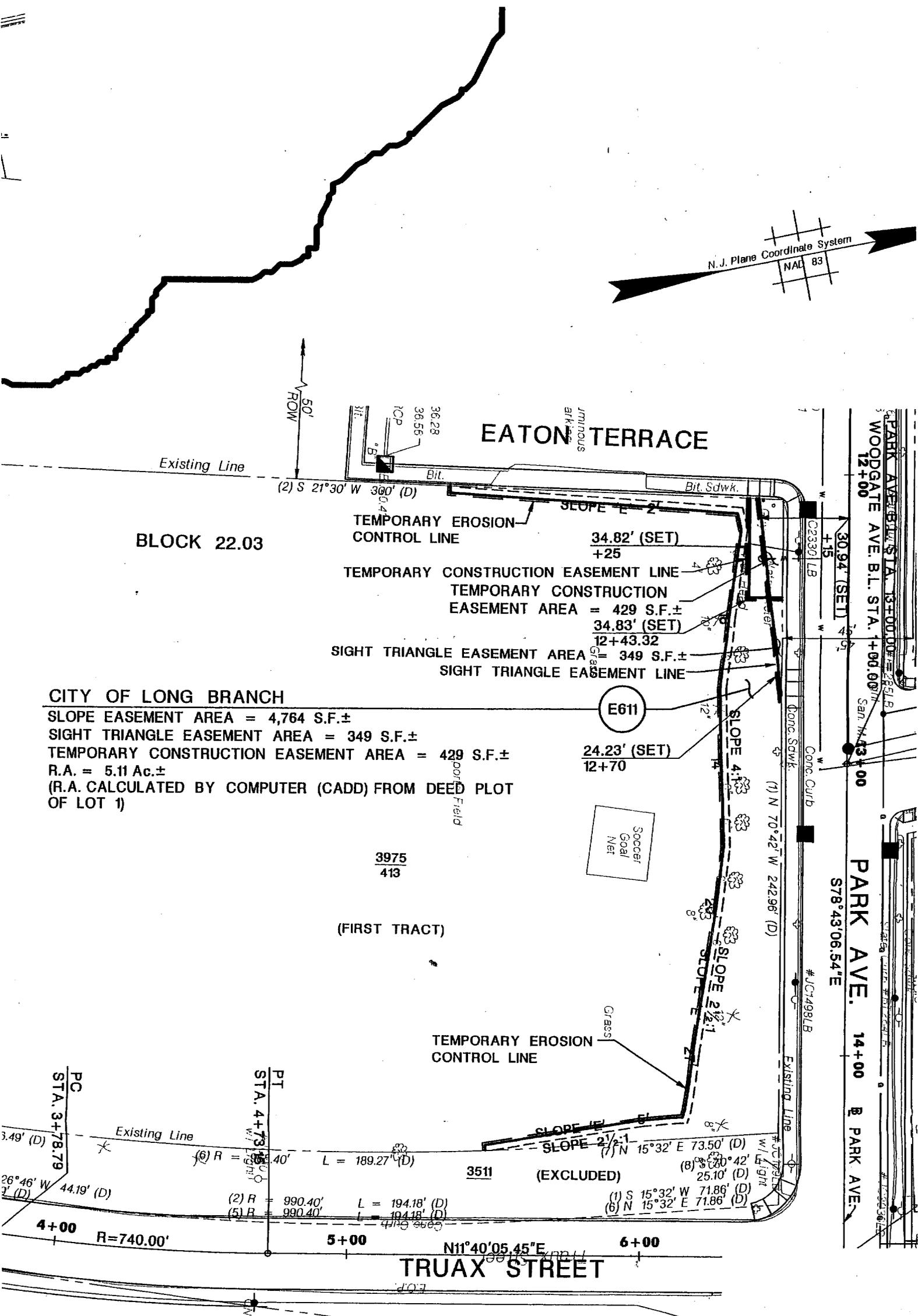
AND ALSO the temporary right at about Station 12+30 (Park Avenue Base Line Stationing), to enter upon the remaining lands of the owner or assigns with personnel, equipment and materials to construct water meter, store construction equipment and vehicle, etc. and appurtenances as far as the line marked "Temporary Construction Easement Line", as shown on the aforesaid maps. This temporary right shall begin from the date of notice from the State's Resident Engineer, and shall terminate upon completion of said work, which shall be for a duration of 6 months. If the State, within its sole discretion, determines that the temporary easement or right needs to be extended in order to complete the Work, such right may be extended simply by written notice from the Resident Engineer to the owner or its assigns. In such event that this temporary right is extended, payment will be made semi-annually during the extended term of the temporary right, based upon the 'per-monthly' rate set forth in the State's offer letter;

SCHEDULE A
(continued)

AND ALSO the temporary right to enter upon the remaining lands of the owner for the purpose of constructing and maintaining erosion control facilities and appurtenances including the right to construct and maintain temporary fencing as far as the line marked "Temporary Erosion Control Line", as shown on the aforesaid maps, for use during the construction of the channel, culvert, and highway, as shown on the aforesaid maps. This right shall begin from the date of notice from the State's Resident Engineer, and shall terminate when the new construction is completed, which shall be for a duration of 16 months, and prior to opening to traffic, the land will be graded and seeded; all other items, including trees, shrubs, etc., will not be restored. If the State, within its sole discretion, determines that the temporary easement or right needs to be extended in order to complete the work, such right may be extended simply by written notice from the Resident Engineer to the owner or its assigns. In such event that this temporary right is extended, payment will be made semi-annually during the extended term of the temporary right, based upon the 'per-monthly' rate set forth in the State's offer letter;

SUBJECT HOWEVER, to all public utility easements, recorded or unrecorded affecting the herein described premises.

N. J. Plane Coordinate System
 NAD 83



BLOCK 22.03

EATON TERRACE

PARK AVE. STA. 13+00.00
 WOODGATE AVE. B.L. STA. 1+00.00
 12+00

PARK AVE. 14+00
 13+00
 12+00
 11+00
 10+00
 9+00
 8+00
 7+00
 6+00
 5+00
 4+00
 3+00
 2+00
 1+00
 0+00

CITY OF LONG BRANCH

SLOPE EASEMENT AREA = 4,764 S.F.±
 SIGHT TRIANGLE EASEMENT AREA = 349 S.F.±
 TEMPORARY CONSTRUCTION EASEMENT AREA = 429 S.F.±
 R.A. = 5.11 Ac.±
 (R.A. CALCULATED BY COMPUTER (CADD) FROM DEED PLOT OF LOT 1)

3975
 413

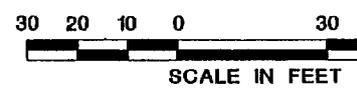
(FIRST TRACT)

TEMPORARY EROSION CONTROL LINE

TRUAX STREET

NOTE:

1. BASED ON ETM SHEET 2 OF 2 AND GPPM SHEET 1 OF 5.



Covenant as to Grantor's Acts

The Grantor covenants that the Grantor has done no act to encumber the easement. (This covenant or promise means that the Grantor has not done anything to affect the rights granted to the State under the terms of the easement such as, for example, giving a mortgage or granting a conflicting easement).

Receipt of Consideration

The Grantor acknowledges receipt of full payment, due under the terms of the contract, for the property and acknowledges it to be sufficient and proper consideration for the transfer of the ownership.

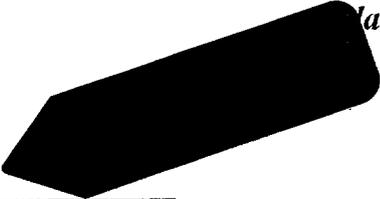
Signature

This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page.

City of Long Branch

By: _____
Adam Schneider, Mayor

Attested by:



Irene Joline, City Clerk

STATE OF NEW JERSEY

) SS.:

COUNTY OF

I CERTIFY that on _____, 2007, Irene Joline, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) *this person is the City Clerk of the municipality named in this Deed;*
- (b) *this person is the attesting witness to the signing of this Deed by the proper municipal officer who is Adam Schneider the Mayor of the City of Long Branch*
- (c) *this Deed was signed and delivered by the municipality as its voluntary act duly authorized by virtue of its Ordinance.*
- (d) *this person signed this proof to attest to the truth of these facts; and*
- (e) *the full and actual consideration paid or to be paid for the transfer of title is \$50,300.00*
(Such consideration is defined in N.J.S.A. 46:15-6.)

Sworn to and subscribed before me the date aforesaid

Please print or stamp name of Attorney or Notary below signature. If Notary, please include Commission Expiration date. If Notary is from out of NJ, please affix Notary seal.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
(9-04)

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)

Name(s)

City of Long Branch

Current Resident Address:

Street: 344 Broadway

City, Town, Post Office

State

Zip Code

Long Branch

NJ

07740

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

22.03

part of Lot 1

Street Address:

210 Park Avenue

City, Town, Post Office

State

Zip Code

Long Branch

NJ

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$50,300.00

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Seller's Residency Certification/Exemption Instructions

This form is to be completed by individuals, estates, trusts or any other entity selling or transferring property in New Jersey not subject to the Gross Income Tax estimated payment requirements under C55, P.L. 2004.

Name(s): Name of seller(s). If more than one owner separate forms must be used except for Husband & Wife that file their income tax returns jointly.

Address: Seller(s) primary residence or place of business. Do not use the address of the property being sold if a new residence has been established.

Property Information: Information as listed on deed of property being sold.

Percentage of Ownership: If there is more than one owner list sellers % of ownership.

Consideration: "Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied or removed in connection with the transfer of title. If there is more than one owner, indicate seller's portion of total consideration received. If the total consideration for the property is \$1,000 or less complete the Seller's Residency Certification/Exemption form GIT/REP-3 and check box 6 under Seller's Assurances.

Seller Assurances: If you meet one of the seven criteria listed you are not required to make a tax payment at this time. Check which box is appropriate to your situation.

Persons claiming an exemption under block #2 must be claiming an income/gain exclusion on their federal return for the property being sold within the meaning of §.121 of the Internal Revenue Code of 1986.

Signature: Seller(s) must sign and date the declaration. If the seller's representative is signing the declaration a copy of the power of attorney form or letter signed by the seller granting this authority must be attached.

All information requested on this form must be completed. Failure to complete the form in its entirety will result in the deed not being recorded.

This form must be completed at the time of closing and given to the buyer or the buyer's attorney.

The buyer or buyer's attorney must submit the original Seller's Residency Certification/Exemption (GIT/REP-3) to the county clerk at the time of recording the deed. Failure to submit the Seller's Residency Certification/Exemption (GIT/REP-3) or Nonresident Seller's Tax Declaration (GIT/REP-1) or a Nonresident Seller's Tax Prepayment Receipt (GIT/REP-2) will result in the deed not being recorded.

The county clerk will attach this form to the deed when recording the deed.

Additional information regarding the Gross Income Tax estimated payment requirements on the sale of real estate can be found on the Division of Taxation's web page at www.state.nj.us/treasury/taxation.

Route Park Avenue over NJ Transit Parcel E611

Deed of Easement

*City of Long Branch, in the County of
Monmouth, a municipal corporation of the State
of New Jersey*

TO

The State of New Jersey, Department of Transportation

Dated: _____

State Highway Route: Park Avenue over NJ Transit

County: Monmouth

Record and Return to:

*NEW JERSEY DEPARTMENT OF TRANSPORTATION
TITLE BUREAU
1035 PARKWAY AVENUE
P.O. BOX 616
TRENTON, NEW JERSEY 08625-0616*

R# 26-07

**RESOLUTION AUTHORIZING THE MAYOR
TO SIGN THE AFFIDAVIT OF TITLE FOR
BLOCK 214, LOT 7**

WHEREAS, R186-06 adopted on June 13, 2006 authorized the sale of an undersized piece of City owned property known as Block 214, Lot 7; and

WHEREAS, said auction was held on January 26, 2007 and one bid was received from Robert W. Johnsen who is the adjoining property owner to said lot; and

WHEREAS, Mr. Johnsen offered the minimum bid of \$16,800.00.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch that they hereby accept the bid of \$16,800.00 made by Mr. Johnsen and accepts and acknowledges receipt of the \$1,680.00 deposit made by Mr. Johnsen.

BE IT FURTHER RESOLVED that the City Council of the City of Long Branch hereby authorizes the Mayor of the City of long branch to enter into and execute the Affidavit of Title and the Deed and such documents as may be necessary to complete the transfer of said property to Mr. Johnsen or his designee.

MOVED:

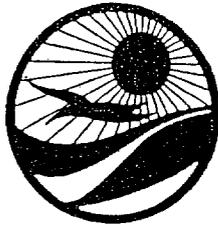
SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N. J. 07740 (732) 222-7000

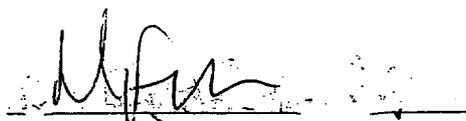
**ADMINISTRATIVE SIGN-OFF SHEET
FOR INCLUSION ON THE COUNCIL AGENDA**

The attached document(s) have been reviewed by Administration, and is hereby approved to be included on the Council Agenda.

Howard H. Woolley, Jr.
Business Administrator

Date

Or



Michael F. Muscillo
Deputy Director of Administration

2.5.07
Date

Affidavit of Title

STATE OF NEW JERSEY COUNTY OF MONMOUTH

SS:

Adam Schneider, Mayor

and **Irene Joline, City Clerk**

say under oath:

1. Officers. We are officers of **the City of Long Branch** a Corporation of the State of New Jersey. The Corporation will be called the "Corporation" and sometimes simply "it" or "its." The **Mayor** President of the Corporation is **Adam Schneider, Mayor** and has an address at **344 Broadway, Long Branch, New Jersey 07740**
The **Clerk** Secretary is **Irene Joline, City Clerk** and has an address at **344 Broadway, Long Branch, New Jersey 07740**
We are fully familiar with the business of the Corporation. We are citizens of the United States and at least 18 years old.

2. Representations. The statements contained in this Affidavit are true to the best of our knowledge, information and belief.

3. Corporate Authority. The Corporation is the only owner of Property located at **Block 214, Lot 7**

called "this Property." This Property is to be **sold** by the Corporation to **Robert W. Johnsen**

This action, and making of this Affidavit of Title, have been duly authorized by a proper resolution of the Board of Directors of the Corporation. A copy of this resolution is attached and made a part of this Affidavit. The Corporation is legally authorized to transact business in New Jersey. It has paid all state franchise taxes presently due. Its charter, franchise and corporate powers have never been suspended or revoked. It is not restrained from doing business nor has any legal action been taken for that purpose. It has never changed its name or used any other name.

4. Approval by Shareholders. (Check one only)

Shareholder approval is not required.

This is a sale of all or substantially all of the assets of the Corporation. The sale is not made in the regular course of the business of the Corporation. A copy of the authorization and approval of the shareholders is attached.

5. Ownership and Possession. It has owned this Property since **March 5, 1975**. Since then no one has questioned its right to possession or ownership. The Corporation has sole possession of this Property. There are no tenants or other occupants of this Property. Except for its agreement with the Buyers (if this is a sale), it has not signed any contracts to sell this Property. It has not given anyone else any rights concerning the purchase or lease of this Property. It has never owned any Property which is next to this Property.

6. Improvements. No additions, alterations or improvements are now in progress or have been made to this Property since **March 5, 1975**. It has always obtained all necessary permits and Certificates of Occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this Property have been paid in full. No building, addition, extension or alteration on this Property has been made or worked on within the past four months. The Corporation is not aware that anyone has filed or intends to file a mechanic's lien, Notice of Unpaid Balance and Right to File a Lien Claim, construction lien or building contract relating to this Property. No one has notified it that money is due and owing for construction or repair work on this Property.

7. Liens or Encumbrances. It has not allowed any interest (legal rights) to be created which affect its ownership or use of this Property. No other persons have legal rights in this Property, except the rights of utility companies to use this Property along the road or for the purpose of serving this Property. The Corporation does not have any pending lawsuits or judgments against it or other legal obligations which may be enforced against this Property. It does not owe any disability, unemployment, corporate franchise, social security, municipal or alcoholic beverage tax payments. No bankruptcy or insolvency proceedings have been started by or against it, nor has it ever been declared bankrupt. No one has any security interest in any personal Property or fixtures on this Property. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against the Corporation, but against others with similar names.

8. Exceptions and Additions. The following is a complete list of exceptions and additions to any of the above statements. This includes all liens or mortgages that are not being paid as a result of this transaction.

We have been advised that recognizance and/or abstracts or recognizance of bail are not being indexed among the records of the **Monmouth** County Clerk/Register's office and that the Title Company, Buyer(s) and/or Mortgagee will rely on the truthfulness of this statement. The undersigned hereby certify that there are no recognizance filed against the undersigned as either principal or surety on the property which is the subject of this transaction. There are no unpaid fines or surcharges levied against us by the New Jersey Motor Vehicle Commission.

9. Reliance. The Corporation makes this Affidavit in order to induce the Buyer(s) or the Lender to accept its Deed or Mortgage. It is aware that the Buyer(s) or the Lender will rely on the statements made in this Affidavit and on its truthfulness.

Signed and sworn to before me on (date)

Adam Schneider, Mayor

Irene Joline, City Clerk

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968; as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }
COUNTY OF MONMOUTH } SS. County Municipal Code 1327
Municipality of Property Location: City of Long Branch

FOR RECORDER'S USE ONLY
Consideration \$ _____
RTF paid by seller \$ _____ *
Date _____ By _____

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) **PARTY OR LEGAL REPRESENTATIVE** (See Instructions #3 and 4 attached)
Deponent, Barry M. Capp, Esq., being duly sworn according to law upon his/her oath deposes
(Name)
and says that he/she is the Legal Representative in a deed dated _____
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
transferring real property identified as Block No. 214 Lot No. 7 located at
Ocean Boulevard, Long Branch, New Jersey 07740 and annexed hereto.
(Street Address, Municipality, County)

(2) **CONSIDERATION:** \$ 16,800.00 (See Instructions #1 and 5)

(3) Property transferred is Class 4A **(4B)** 4C (circle one). If Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #5A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation
\$ _____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) **FULL EXEMPTION FROM FEE:** (See Instruction #8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004 for the following reason(s). Explain in detail. Mere reference to exemption symbol is not sufficient. **(b) The Seller is a Municipal Corporation of the State of New Jersey.**

(5) **PARTIAL EXEMPTION FROM FEE:** (See Instruction #9) **NOTE: All boxes below apply to grantor(s) only.**

ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State portion of the Basic Fee, Supplemental Fee and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s): _____

A. SENIOR CITIZEN (See Instruction #9)

- Grantor(s) 62 years of age or over.*
- One- or two-family residential premises.
- Resident of the State of New Jersey.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify.

B. BLIND (See Instruction #9)

- Grantor(s) legally blind.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify.
- Resident of the State of New Jersey.

DISABLED (See Instruction #9)

- Grantor(s) permanently and totally disabled.*
- Receiving disability payments.*
- Not gainfully employed.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify.
- Resident of the State of New Jersey.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9)

- Affordable according to HUD standards.
- Meets income requirements of region.
- Reserved for occupancy.
- Subject to resale controls.

(6) **NEW CONSTRUCTION** (See Instructions #2, 10 and 12) - Affidavit must be executed by Grantor

- Entirely new improvement.
- Not previously used for any purpose.
- Not previously occupied.
- "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this _____
day of _____, 20____

Signature of Deponent
1500 Lawrence Ave
Ocean, NJ 07712
Address of Deponent

City of Long Branch
Name of Grantor
344 Broadway
Long Branch, New Jersey 07740
Address of Grantor at Time of Sale

Notary Public

Adam Schneider, Mayor
Name/Company of Settlement Officer

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localtax.htm.

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

**INSTRUCTIONS FOR FILING FORM RTF-1
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER**

**NOTE: THE STATUTE ON WHICH THIS FORM IS BASED MAY BE CONFUSING. WE URGE YOU TO
CAREFULLY READ N.J.S.A. 46:15-5 TO 46:15-10.1, WITH SPECIAL ATTENTION TO 7, 7.1 AND 10.1,
BEFORE USING THIS FORM.**

1. STATEMENT OF CONSIDERATION AND REALTY TRANSFER FEE PAYMENT ARE PREREQUISITES FOR DEED RECORDING

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration is recited in the deed, or (b) an Affidavit by one or more of the parties named in the deed or by their legal representatives declaring the consideration is annexed for recording with the deed, and (c) for conveyances and transfers of property for which the total consideration recited in the deed is not in excess of \$350,000, a fee is remitted at the rate of \$2.00/\$500 of consideration or fractional part thereof not in excess of \$150,000; \$3.35/\$500 of consideration or fractional part thereof in excess of \$150,000 but not in excess of \$200,000; and \$3.90/\$500 of consideration or fractional part thereof in excess of \$200,000. For transfers of property for which the total consideration recited in the deed is in excess of \$350,000, a fee is remitted at the rate of \$2.90/\$500 of consideration or fractional part not in excess of \$150,000; \$4.25/\$500 of consideration or fractional part thereof in excess of \$150,000 but not in excess of \$200,000; \$4.80/\$500 of consideration or fractional part thereof in excess of \$200,000; \$5.30/\$500 of consideration or fractional part thereof in excess of \$550,000 but not in excess of \$850,000; \$5.80/\$500 of consideration or fractional part thereof in excess of \$850,000 but not in excess of \$1,000,000; and \$6.05/\$500 of consideration or fractional part thereof in excess of \$1,000,000, which fee shall be paid in addition to the recording fees imposed by Chapter 123, P.L. 1965, Section 2 (C. 22A:4-4.1) as amended by Chapter 370, P.L. 2001, through Chapter 66, P.L. 2004, which fee shall be paid to the county recording officer at the time the deed is offered for recording/transfer. Of these fees, \$.75/\$500 of consideration or fractional part in excess of \$150,000 paid to the State Treasurer is credited to the Neighborhood Preservation Nonlapsing Revolving Fund.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

This Affidavit must be annexed to and recorded with the deed when the entire consideration is not recited in the deed or the acknowledgment or proof of the execution, when a total or partial exemption from the fee is claimed by grantor, Class 4 property of any type, and for transfers of "new construction." (See Instruction #10 below.) Grantees or buyers involved in the transfer of property zoned for residential use, whether improved or not, for entire consideration in excess of \$1,000,000, must file an Affidavit of Consideration for Use by Buyer, form RTF-1EE.

3. LEGAL REPRESENTATIVE

"Legal representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as, but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE/OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is an officer of corporate grantor or grantee, state the name of the corporation and the officer's title or where a deponent is a closing officer of a title company or lending institution participating in the transaction, state the name of the company or institution and the officer's title.

5. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied or removed in connection with the transfer of title (C. 49, P.L. 1968, Section 1, as amended.)

5A. CLASS 4A "COMMERCIAL PROPERTIES" DEFINED

Class 4A "Commercial properties" as defined in N.J.A.C. 18:12-2.2 means "any other type of income-producing property other than property in classes 1, 2, 3A, 3B, and those properties included in classes 4B and 4C." A quarterly audit of all Class 4A sales submitted by the municipal assessor through the SR-1A/equalization process will determine whether a Class 4A transaction was recorded without proper documentation and the required Affidavits of Consideration.

6. DIRECTOR'S RATIO

"Director's Ratio" means the average ratio of assessed to true value of real property for each taxing district as determined by the Director, Division of Taxation, in the Table of Equalized Valuations promulgated annually on or before October 1 in each year pursuant to N.J.S.A. 54:1-35.1. The Table is used in the calculation and apportionment of distributions pursuant to the State School Aid Act of 1954.

7. EQUALIZED VALUE

"Equalized Value" means the assessed value of the property in the year that the transfer is made, divided by the Director's Ratio. The Table of Equalized Valuations is promulgated annually on or before October 1 in each year pursuant to N.J.S.A. 54:1-35.1.

(Example: Assessed value = \$1,000,000; Director's Ratio = 80%. $\$1,000,000 \div 0.80 = \$1,250,000$)

8. FULL EXEMPTION FROM THE REALTY TRANSFER FEE (GRANTOR/GRANTEE)

The fee imposed by this Act shall not apply to a deed:

(a) For consideration of less than \$100; (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision; (c) Solely in order to provide or release security for a debt or obligation; (d) Which confirms or corrects a deed previously recorded; (e) On a sale for delinquent taxes or assessments; (f) On partition; (g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors; (h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7; (i) Acknowledged or proved on or before July 3, 1968; (j) Between husband and wife, or parent and child; (k) Conveying a cemetery lot or plot; (l) In specific performance of a final judgment; (m) Releasing a right of reversion; (n) Previously recorded in another county and full Realty Transfer Fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of Realty Transfer Fee previously paid; (o) By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State; (p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee; (q) Issued by a cooperative corporation, as part of a conversion of all of the assets of the cooperative corporation into a condominium, to a shareholder upon the surrender by the shareholder of all of the shareholder's stock in the cooperative corporation and the proprietary lease entitling the shareholder to exclusive occupancy of a portion of the property owned by the corporation.

9. PARTIAL EXEMPTION FROM THE REALTY TRANSFER FEE (C. 176, P.L. 1975; C. 113, P.L. 2003; C. 66 P.L. 2004)

The following transfers of title to real property shall be exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable: 1. The sale of any one- or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is owned as joint tenants and one or more of the owners is not a senior citizen, blind person, or disabled person; 2. The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"*Blind person*" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"*Disabled person*" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any federal or State law.

"*Senior citizen*" means any resident of this State of the age of 62 or over.

"*Low and Moderate Income Housing*" means any residential premises, or part thereof, affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

"*Resident of the State of New Jersey*" means any claimant who is legally domiciled in this State when the transfer of the subject property is made. Domicile is what the claimant regards as the permanent home to which he intends to return after a period of absence. Proofs of domicile include a New Jersey voter registration, motor vehicle registration and driver's license, and resident tax return filing.

10. TRANSFERS OF NEW CONSTRUCTION

"*New construction*" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose. On transfers of new construction, the words "NEW CONSTRUCTION" shall be printed clearly at the top of the first page of the deed, and an Affidavit by the grantor stating that the transfer is of property upon which there is new construction shall be appended to the deed.

11. REALTY TRANSFER FEE IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under Chapter 49, P.L. 1968, as amended, is in addition to the usual recording fees imposed under Chapter 123, P.L. 1965, Section 2 (C. 22A:4-4.1). The county recording officer is required to collect the Realty Transfer Fee at the time the deed is offered for recording/transfer.

12. PENALTY FOR WILLFUL FALSIFICATION OF CONSIDERATION AND TRANSFERS OF NEW CONSTRUCTION

Any person who knowingly falsifies the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in an affidavit annexed to a deed declaring the consideration therefor or a declaration in an affidavit that a transfer is exempt from a recording fee is guilty of a crime of the fourth degree (Chapter 308, P.L. 1991, effective June 1, 1992). Grantors conveying title of new construction who fail to subscribe and append to the deed an affidavit to that effect in accordance with the provisions of subsection c. of section 2 of Chapter 49, P.L. 1968 (C. 46:15-6) is guilty of a disorderly persons offense. The Division of Taxation is entitled to review the fees collected pursuant to the State Uniform Procedure Law. The Director of the Division of Taxation is authorized to make deficiency assessments to taxpayers who have, intentionally or mistakenly, underestimated the consideration or sales price of properties on the Affidavit of Consideration attached to deeds and upon which the Realty Transfer Fee is based.

13. COUNTY/MUNICIPAL CODES

County/Municipal codes may be found at <http://www.state.nj.us/treasury/taxation/pdf/lpt/entycode.pdf>.

Deed

This Deed is made on
BETWEEN
City of Long Branch

whose post office address is
344 Broadway
Long Branch, New Jersey 07740

referred to as the Grantor,
AND
Robert W. Johnsen

whose post office address is
56 Pavillion Avenue
Long Branch, New Jersey 07740

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **\$16,800.00**

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Long Branch**
Block No. **214** Lot No. **7** Qualifier No. Account No.

No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the **City** of **Long Branch** County of **Monmouth** and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

Prepared by: *(print signer's name below signature)*

(For Recorder's Use Only)

Barry M. Capp, Esq./Ansell Zaro Grimm & Aaron, P.C.

R# 27-07

**RESOLUTION APPROVING
PLACE-TO-PLACE TRANSFER OF STATE LICENSE #1325-34-029-007**

WHEREAS, LB License, Inc. has applied for a place to place transfer of Plenary Retail Consumption License No. 1325-34-029-007 from pocket status with a mailing address of 5 Marine View Plaza, Suite 500, Hoboken, NJ 07030 to 32 Laird Street, Long Branch, NJ and the application for a place to place appears to be complete in all respects; and

WHEREAS, proof of publication of notice has been submitted and there have been no written objections received by the City Clerk and fees have been paid; and

WHEREAS, the applicant has submitted plans to the Clerks office which outlines the area where alcoholic beverages will be served.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that Plenary Retail Consumption License No. 1325-34-029-007, in the name of LB License, Inc, be and the same is hereby transferred from pocket status to 32 Laird Street, Long Branch, NJ effective February 13, 2007. The application will be amended once an opening date has been determined for activation of this license. This resolution merely states that the license will be placed at 32 Laird Street and activated at a later date.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

RESOLUTION NO. 28-07

**A RESOLUTION APPROVING A TAX EXEMPTION FOR A DISABLED VETERAN
ON PROPERTY LOCATED AT 180 AVENEL BLVD. (BLOCK 387, LOT 2) IN THE
CITY OF LONG BRANCH**

WHEREAS, N.J.S.A. 54:4-3.30 provides that the property owned by a veteran of any branch of the Armed Forces of the United States who has been declared by the United States Veterans Administration to have a service-connected disability which renders the veteran to be one hundred percent (100%) permanently disabled, shall be exempt from taxation, on proper claim made therefore, under the terms and conditions referenced in N.J.S.A. 54:4-3.30; and

WHEREAS, Charles J. Mack is a resident of the City of Long Branch and resides at the property located at 180 Avenel Blvd, more commonly known and designated as Block 387, Lot 2; and

WHEREAS, Mr. Mack has applied to the Assessor of the City for Tax Exemption on his property by virtue of the fact that he is a disabled veteran and satisfies the requirements of N.J.S.A. 54:4-3.30; and

WHEREAS, the Assessor has reviewed Mr. Mack's application, along with the documentation provided from the United States Veterans Administration which corroborates the fact that Mr. Mack is one hundred percent (100%) disabled due to wartime activity, and the Assessor supports the application; and

WHEREAS, the United States Veterans Administration has indicated that Mr. Mack was one hundred percent (100%) disabled as of February 22, 2005 due to wartime activity, and Mr. Mack became the owner of record July 17, 2006; and

WHEREAS, notwithstanding the date of disability set forth by the United States Veterans Administration, the official policy of the Mayor and City Council of the City of Long Branch upon the granting of such exemptions is to make them retroactive only to the commencement of the year in which the application is submitted; and

WHEREAS, Mr. Mack submitted his application for exemption to the City on December 10, 2006; and

WHEREAS, the Mayor and City Council therefore -wish to authorize the requested tax exemption on the property, and wish to make such exemption effective as of July 17, 2006, due to an ownership date of July 17, 2006.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Long Branch, that the City hereby grants a tax exemption to Mr. Charles Mack, who has been shown to be a one hundred percent (100%) permanently disabled veteran of the United States Armed Forces, for the property in which he resides, which is located at 180 Avenel Blvd. within the City, otherwise known and designated as Block 387, Lot 2 on the Long Branch City Tax Map. The exemption shall be retroactive to July 17, 2006.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to Mr. Mack, William Fitzpatrick (Long Branch City Assessor), Edward Mazzocco (Long Branch City Tax Collector), James G. Aaron, Esquire (City Attorney) and Frederick C. Raffetto, Esquire (of the City Attorney's Office)

R # 29-07

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO
ESTABLISH A DONATED LEAVE PROGRAM AS PER NEW JERSEY
DEPARTMENT OF PERSONNEL GUIDELINES**

WHEREAS, a proposal to establish a Donated Leave Program for the employees of the City of Long Branch is attached hereto; and

WHEREAS, there exists a need to establish said program to be used in circumstances where an employee has suffered a catastrophic illness or injury; and

WHEREAS, said proposal was written and submitted to the New Jersey Department of Personnel by Michael F. Muscillo, and approval was granted by order of the NJ Department of Personnel on January 9, 2007, attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the attached Donated Leave Program is hereby established and in force with an effective start date of January 11, 2007.

MOVED:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R# 30-07

**RESOLUTION EXERCISING OPTION TO EXTEND CONTRACT
FOR DISPOSAL OF BULKY WASTE**

WHEREAS, the City of Long Branch has an on-going need to contract for disposal of Type 13 and 13C bulky waste collected by the Public Works Department through its curbside collection program; and

WHEREAS, through a fair and open process, the City of Long Branch advertised in the legal ads section of the Asbury Park Press to receive bids on January 31, 2006, for an annual contract for disposal of Type 13 and Type 13C bulky waste, with option to extend contract for a second year, and received two bids; and

WHEREAS, by adoption of resolution # R42-06 on February 14, 2006, City Council awarded a contract to the lowest bidder, Mazza & Sons Inc.; and,

WHEREAS, the bid specifications and contract contain an option allowing the City to extend the contract for a second year at the pre-determined price of \$85 per ton, and the Public Works Director has reported that Mazza & Sons has performed satisfactorily during the initial term of the contract, and recommends that it is in the City's best interest to exercise this option; 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 for these contracts are available in the 2007 Temporary Budget, Department of Public Works, Division of Solid Waste Disposal, **Appro. #7-01-057-521, in the amount of \$84,000, with continuation of the contracts contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2007 Final Budget and the 2008 Budget.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that the contract with **Mazza & Sons, Inc.**, for disposal of up to 4,000 tons of Type 13 and 13C bulky waste at \$85 per ton, be extended for a twelve month period through February 28, 2008, in accordance with the bid specifications and proposal, **for a sum not to exceed \$340,000.**

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

CITY OF LONG BRANCH

PURCHASING OFFICE
344 BROADWAY
LONG BRANCH, NJ 07740

((732) 571-5656
(FAX) (732) 222-1516

January 29, 2007

Mazza & Sons, Inc.
3230 Shafto Road
Tinton Falls, NJ 07753
Att: Dominick Mazza

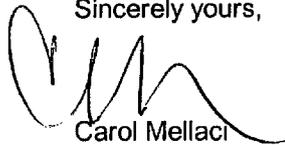
Dear Mr. Mazza:

Your contract with the City for disposal of Type 13 and 13C bulky waste is due to expire on February 28, 2007. One of the terms and conditions of the bid specifications, and resultant contract, was that the City had the option to renew the contract for a second twelve month period at a pre-determined price indicated on your proposal from. The Public Works Director advises that your company has performed satisfactorily during the initial term of this contract, and it is his recommendation that it is in the City's best interest to extend the contract for a second year.

This letter will serve as notice of the City's intent to extend the contract through February 28, 2008. Formal action by the City Council on this matter is scheduled for the Council Meeting of February 13, 2007, after which you will receive contract documents for execution.

Should you have any questions regarding this matter, please feel free to contact me.

Sincerely yours,



Carol Mellaci
Purchasing Agent

C: Howard Woolley, Business Administrator
Irene Joline, City Clerk
Fred Migliaccio, DPW Director

R# 42-06

RESOLUTION AWARDING BID FOR ANNUAL CONTRACT FOR DISPOSAL OF BULKY WASTE

WHEREAS, the City of Long Branch has the need to contract for disposal of Type 13 and 13C bulky waste collected by the Public Works Department from its curbside collection program; and

WHEREAS, through a fair and open process, the City of Long Branch advertised to receive bids on January 31, 2006, for an annual contract for disposal of Type 13 and Type 13C bulky waste, with option to extend contract for a second year, and the following bids were received:

Mazza & Sons, Inc.	\$336,000
(\$84 per ton for year one, and option to renew for year two at \$85 per ton)	
Republic Services of N.J., LLC	\$336,000
dba Marpal Company	
(\$84 per ton for year one, and no bid for year two)	

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and found to be in order, and it was noted that there was a tie bid for year one; and

WHEREAS, the Public Works Director has reviewed the bids from both bidders, and it is his recommendation, annexed hereto, that it is in the City's best interest to award a contract to Mazza & Sons, Inc. for year one, with the option on the City's part to renew the contract for a second year at \$85 per ton; 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 for these contracts are available in the 2006 Temporary Budget, Department of Public Works, Division of Solid Waste Disposal, Appro. #6-01-057-521, in the amount of \$84,000, with continuation of the contracts contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2006 Final Budget and the 2007 Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that an annual contract be awarded to Mazza & Sons, Inc., for disposal of up to 4,000 tons of Type 13 and 13C bulky waste at \$84 per ton, in accordance with the bid specifications and proposal, for a sum not to exceed \$336,000.

BE IT FURTHER RESOLVED that the City reserves the right to extend the contract for a second year at \$85 per ton, upon the required written notice of City's intent to exercise this option, in accordance with the bid specifications and proposal, and subject to adoption of a resolution by City Council approving same.

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

OFFERED: CELLI
 SECOND: BROWN
 AYES: 4
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 1 - ZAMBRANO

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, IRENE A. JOLINE, CITY 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 FEBRUARY 14, 2006.
 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 15th DAY OF FEBRUARY 2006.

 CITY CLERK

R# 31-07

RESOLUTION TO REFUND
OVERPAYMENT OF 2001 TAXES
DUE TO TAX EXEMPT STATUS
NJSA 54:4-3.30

BE IT RESOLVED, by the City Council of the City of Long Branch that upon the recommendation of the Tax Assessor, the taxes paid on the property shown below, due to tax exempt status under NJSA 54:4-3.30, et seq., for the tax year 2006 (from 7/17/06 to 12/31/06) be refunded and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayers(s) shown below and charge 2006 taxes in the total amount of \$1,789.91.

BLOCK	LOT	OWNER	AMOUNT
387	2	Mack, Charles J & Margaret M.	1,789.91
180 Avenel Blvd.		180 Avenel Blvd. Long Branch, NJ 07740	

R# 32-07

RESOLUTION TO REFUND OVERPAYMENT
OF TAXES DUE TO A
TAX COURT OF NEW JERSEY
JUDGMENT

WHEREAS, the City of Long Branch has received from the Tax Court of New Jersey judgment(s) reducing the assessment on certain property for the year(s) indicated and,

WHEREAS, the taxes on the certain property for the tax year(s) are overpaid and,

BE IT RESOLVED, that the City of Long Branch refund to the taxpayer(s) shown below the amount of the tax overpaid and,

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check to the taxpayer(s) shown below in the total amount of \$114,915.64.

BLOCK	LOT	NAME	YEAR	AMOUNT
294	16.01	Tiburon Ocean Place, LLC	2006	114,915.64
		c/o Raymond Koski		
		PO Box 3365		
		Fort Lee, NJ 07024		

R# 33-07

**RESOLUTION AMENDING
RESOLUTION R343-06
ADOPTED NOVEMBER 28, 2006
RESOLUTION TO REFUND
OVERPAYMENT OF
2006 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2006 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet(s) and charge 2006 taxes in the total amount of \$26,684.71.

BLOCK	LOT	OWNER	AMOUNT
87 23 Waterview	5.23	Fifth Third Bank c/o FARETS Account of: Convery, S & E PO Box 961250 Fort Worth, TX 76161-9887	4,242.17
89 36 New Court	14	Washington Mutual c/o FARETS Account of: Cole-Dellomo, J PO Box 961250 Fort Worth, TX 76161-9887	2,573.64
153 1 Coral Pl.	4.01	Countrywide Account of: Muir, B & Fornwald PO Box 5012 Woodland Hills, CA 91365-5012	3,937.73
153 3 Coral Pl.	4.02	Countrywide Account of: Spinello, F & J PO Box 5012 Woodland Hills, CA 91365-5012	2,756.41
168 78 Norwood Ave	21	Litton Loan Servicing Account of: Escobar, Jose c/o FARETS PO Box 961250 Fort Worth, TX 76161-9887	1,067.02
171 153 Vanderbilt Ave	35	Chase Home Finance c/o FARETS Account of: Vamvas, J & C PO Box 961250 Fort Worth, TX 76161-9887	849.45
185 364 Westwood Ave	7.21	American Servicing Co. c/o LandAmerica Attention: Central Refunds Account of: Hampton, C Bldg 550 3 rd Fl 4910 Rivergrade Rd Irwindale, CA 91706	439.58
192 120 S. Seventh Ave	14	Washington Mutaul c/o FARETS Account of: Burkett, J & H PO Box 961250 Fort Worth, TX 76161-9887	1,003.77
240 612 Conover St	7	GMAC Mortgage c/o FARETS Account of: Sears, C & A PO Box 961250 Fort Worth, TX 76161-9887	1,311.80

248	4	World Savings	1,027.18
622 Vernon St		c/o FARETS Account of: Taylor, R & E PO Box 961250 Fort Worth, TX 76161-9887	
254	27	Weichert	1,352.91
147 Branchport Ave		c/o FARETS Account of: Maccioli, V & Blank PO Box 961250 Fort Worth, TX 76161-9887	
256	29	Mortgage Service Center	1,005.67
26 Washington St		c/o FARETS Account of: Santana, L PO Box 961250 Fort Worth, TX 76161-9887	
315	21	Option One Mortgage	922.81
201 Rockwell Ave		c/o LSI Account of: Gribben, L & Reevey 3100 New York Dr. Suite 100 Pasadena, CA 91107	
325	13	Wells Fargo	395.80
120 Sixth Ave		Account of: Hossain, K 1 Home Campus Des Moines, IA 50328-0001	
327	15.04	Countrywide	646.41
156 Laurel St		Account of: Ramos, D PO Box 5012 Woodland Hills, CA 91365-5012	
343	17	New Century Mortgage	1,592.63
128 Grand Ave		c/o LSI Account of: Alvarado, J 3100 New York Dr. Suite 100 Pasadena, CA 91107	
360	4	Washington Mutual	796.31
319 Branchport Ave		c/o FARETS Account of: Wampler, K & T PO Box 961250 Fort Worth, TX 76161-9887	
398	21	Countrywide	763.42
194 Joline Ave		Account of: Brown, R & V PO Box 5012 Woodland Hills, CA 91365-5012	

R# 34-07

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE FOR THE WEST END CONCESSION STAND

WHEREAS, the City of Long Branch is the owner of the West End Concession stand; and

WHEREAS, the City of Long Branch prepared bid specifications for a contract for a six (6) month lease to the West End Concession Stand located at West End Avenue and the Boardwalk, Long Branch, Monmouth County, New Jersey; and

WHEREAS, the bidding was to take place on Wednesday, January 17, 2007 at 10: 00 a.m. subject to the minimum bids as set forth in the Notice to Bidders, a copy of which is annexed; and

WHEREAS, the highest bid that was received was from Joseph Paduano and Joseph Rosati, a partnership; and

WHEREAS, the said bidders agreed to the terms and conditions of the bid specifications; and

WHEREAS, said bid specifications have been converted to a lease, a copy of which is annexed; and

WHEREAS, it is in the best interest of the City to accept the bid of \$10,000.00 for the six (6) month lease from April 1, 2007 until September 30, 2007.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute the lease for the West End Concession Stand as annexed hereto and made a part hereof.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
SUITE 7007
OCEAN, N.J. 07712
TEL: 908-840-1000

Lease Agreement

Business and Commercial

This Lease Agreement is made on **January**, 2007

BETWEEN

THE CITY OF LONG BRANCH,

a municipal corporation of the State of New Jersey

whose address is

**344 Broadway
Long Branch, NJ 07740**

referred to as the "Landlord,"

AND

JOSEPH PADUANO

a partnership

JOSEPH ROSATI

whose address is

**14 Heidi Avenue
West Long Branch, NJ 07764**

**40 Linden Avenue
West Long Branch, NJ 07764**

referred to as the "Tenant."

1. Premises. The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: **The West End Concession Stand located at the West End Beach, West End Avenue and Boardwalk in the City of Long Branch, County of Monmouth and State of New Jersey.** (the "Premises".)

2. Term. This Lease is for a term of **six (6) months** commencing on **April 1, 2007**, and ending on **September 30, 2007**

3. Use. The Premises are to be used and occupied only and for no other purpose than **(see attached Rider)**. The Tenant will not, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. Rent. The Tenant agrees to pay **\$ 10,000.00** as rent, to be paid as follows: **\$ (see attached Rider)** per month, due on the **1st** day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge of \$ as additional rent for each payment that is more than 10 days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of \$25.00 as additional rent for any dishonored check.

5. Repairs and Care. The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all repairs, including painting, decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

6. Alterations and Improvements. No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

7. Signs. The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

8. Utilities. The Tenant will pay when due all rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges will be added to and become payable as additional rent with the installment of rent next due or within 30 days of demand therefor, whichever occurs sooner.

9. Compliance with Laws etc. The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

10. Assignment. The Tenant will not, without the written consent of the Landlord, assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof. In connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out-of-pocket expenses, up to a maximum of \$ N/A - see Rider per assignment or sublease, in connection with each such assignment or sublease. Any assignment or subletting will be on such terms and conditions as the Landlord may require as a condition of the Landlord's consent. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (b) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%) or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.

11. Liability Insurance. The Tenant, at Tenant's own cost and expense, will obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons, for limits of not less than \$ 100,000.00 for property damage, \$ 1,000,000.00 for injuries to one person and \$ 1,000,000.00 for injuries to more than one person, in any one accident or occurrence. The insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant enters in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant will deliver a renewal or replacement policy with proof of the payment of the premium therefor.

12. Indemnification. The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 12) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant.

13. Mortgage Priority. This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

14. Condemnation; Eminent Domain. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

15. Fire and Other Casualty. If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenable, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's

liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

16. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

17. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as of the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

18. Inspection and Repair. The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

19. Right to Exhibit. The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the Premises, and Tenant agrees that on and after **October 1, 2007** next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives will have the right to place notices on the front of the Premises or any part thereof, offering the Premises for rent or for sale; and the Tenant will permit the same to remain thereon without hindrance or molestation. The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to prospective mortgagees of the Premises or the land and improvements of which the Premises are a part.

20. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

21. Events of Default; Remedies Upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within 15 days thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within 15 days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within 30 days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

22. Termination on Default. If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

23. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

24. Non-Waiver by Landlord. The various rights, remedies, options and elections of the Landlord under this Lease are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

25. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

26. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

27. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

28. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

29. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.) In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, Landlord shall provide Tenant with a written copy of the most recent test results.

30. Entire Contract. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.

31. Tax Increase. If in any calendar year during the term and of any renewal or extension of the term hereof, the annual municipal taxes assessed against the land and improvements leased hereunder or of which the Premises are a part, are greater than the municipal taxes assessed against such lands and improvements for the calendar year N/A, which is hereby designated as the base year, then, in addition to the rent fixed in this Lease, the Tenant will pay a sum equal to N/A of the amount by which such tax exceeds the annual tax for the base year, inclusive of any increase during any such calendar year. Such sum will be considered as additional rent and will be paid in as many equal installments as there are months remaining in the calendar year in which such taxes exceed the taxes for the base year, on the first day of each month in advance, during the remaining months of that year. If the term hereof commences after the first day of January or terminates prior to the last day of December in any year, then such additional rent resulting from a tax increase will be proportionately adjusted for the fraction of the calendar year involved.

32. Liens. If any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

33. Waiver of Subrogation Rights. The Tenant waives all rights of recovery against the Landlord or the Landlord's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant will obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

34. Security. The Tenant has deposited with the Landlord the sum of \$ N/A (the "Security Deposit") as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Such Security Deposit will be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such Security Deposit, to make good any default by the Tenant, and the Tenant will, on demand, promptly restore the Security Deposit to its original amount. The Landlord will assign or transfer the Security Deposit, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to the Premises, and the assignee will become liable for the repayment thereof as provided in this Lease, and the assignor will be released by the Tenant from all liability to return such Security Deposit. This provision will be applicable to every change in title and does not permit the Landlord to retain the Security Deposit after termination of the Landlord's ownership. The Tenant will not mortgage, encumber or assign the Security Deposit without the written consent of the Landlord.

35. Estoppel Certificates. The Tenant will at any time and from time to time upon not less than _____ days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

36. Conformation with Laws and Regulations. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

37. Number and Gender. In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

Witnessed or Attested by:

THE CITY OF LONG BRANCH, Landlord (Seal)

JOSEPH PADUANO, Tenant (Seal)

JOSEPH ROSATI, Tenant (Seal)

LEASE RIDER

BETWEEN: THE CITY OF LONG BRANCH, a municipal corporation of the State of New Jersey, Landlord;

AND JOSEPH PADUANO and JOSEPH ROSATI, d/b/a "2 Joes Grill" with an address of 14 Heidl Avenue, West Long Branch, NJ 07764 and 40 Linden Avenue, West Long Branch, NJ 07764, respectively, Tenant.

Subject Property: West End Concession Stand
West End Beach
West End Avenue and Boardwalk
Long Branch, New Jersey

DATED: January _____, 2007

1. **PURPOSE.** The purpose of this Rider is to alter, amend, clarify and supersede any of the terms of the Lease entered into by and between Landlord and Tenant which is being executed concomitant hereto. This Rider shall take precedence in the event of a conflict of the terms of the Rider and the above mentioned Lease.
2. **RENT.** The total rent due and payable for the term of the Lease shall be \$10,000.00, which shall be payable as follows:

\$5,000.00, payable by Tenant to Landlord on or before April 1, 2007;
\$5,000.00, payable by Tenant to Landlord on or before July 1, 2007.
3. **TERMS AND CONDITIONS.** The Lease shall be subject to those terms and conditions as set forth in Section 2 of the "Resolution Establishing Terms and Conditions for Lease of the West End Concession Stand, City of Long Branch, County of Monmouth, and State of New Jersey", a copy of the relevant portion of which is attached hereto as "Exhibit A", and made a part hereof.
4. **CERTIFICATE OF OCCUPANCY.** The Tenant must obtain a Commercial Certificate of Occupancy prior to opening for business and provide a copy of same to Landlord.
5. **EQUIPMENT.** The equipment owned by the Landlord as referenced on the attached "Exhibit B" (the "Equipment"), shall be made available to the Tenant with no additional charge, for use by the Tenant during the term of the Lease, if so desired. Said Equipment is being provided in "as is" condition and Landlord gives no warranty or guarantee for the Equipment or its operation. The Landlord will not be responsible for any repairs that may, at any time, be necessary; nor will the Equipment be replaced by the Landlord in the event it is, or at any time becomes obsolete, inoperable or un-repairable. Said Equipment shall remain the property of the Landlord and all items thereof shall be returned to the Landlord upon the conclusion of the Lease term.
6. **COMPLIANCE WITH LAWS.** The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies that have issued or will issue policies covering the subject premises.
7. **NOTICES.** All notices under the Lease must be in writing and delivered personally or by certified mail, return receipt requested.
8. **VALIDITY OF LEASE.** If any clause or provision in the Lease or this Rider shall be deemed invalid, such invalidation shall not nullify the remaining terms of the

Lease and Rider shall remain in full force and effect.

9. **NO RECORDING.** The Lease, or any portion thereof, shall not be recorded.
10. **ASSIGNABILITY.** This Lease is not assignable. Any assignment or transfer of the Lease shall constitute a default and grounds for termination of the Lease by the Landlord.
11. **ENTIRE AGREEMENT.** The terms contained in the Lease and this Rider thereto shall constitute the entire agreement between the parties. Landlord has made no other promises in connection with the Lease. The terms of the Lease and this Rider cannot be amended or negated without a written agreement between the parties.

WITNESS/ATTEST:

**THE CITY OF LONG BRANCH,
a municipal corporation of the State
of New Jersey**

IRENE JOLINE, City Clerk

By: ADAM SCHNEIDER, Mayor

JOSEPH PADUANO, Tenant

Witness

JOSEPH ROSATI, Tenant

Witness

EXHIBIT A

11. With regard to the City owned equipment referenced on the inventory list, said equipment is made available, at no charge, for use by the Lessee, if so desired. The equipment is provided in "as is" condition, and the City offers no warranty or guarantee for the equipment or its operation. The City will not be responsible for any repairs that may, at any time, be necessary; nor will the equipment be replaced by the City in the event it is, or at any time becomes, obsolete, inoperable or un-repairable.

* SECTION 2 - CONDITIONS OF LEASE

1. For the purpose of definition, the terms "bidder" and "lessee" shall be considered synonymous.
2. The term of the lease shall be for a six month period, and shall run from April 1 through September 30, 2007.
3. This building is to be lease with the restriction that it may only be used to operate a concession stand, from which the lessee may vend any/all items normally classified as refreshments, sundries and bathing supplies. Additionally, for the convenience of the patrons of the West End beach, the Lessee may have an employee walk the beach selling refreshments.
4. The Lessee may place adjacent to the concession stand tables and chairs for use by patron. Size and number of tables and chairs, and their placement are subject to the approval of the Recreation Director and/or Business Administrator, and in no case shall impede the flow of foot traffic along the boardwalk.
5. A complete menu and price list of all items to be sold, including weights and measures of all food and beverages, must be submitted to the Cit at the time of signing of the lease. The Lessee will not be permitted to sell or display any items which the City considers to be in poor taste or objectionable to the public.
6. During the term of the lease, the Lessee shall operate the concession stand to coincide with the operation of the beach, which is opened from 9 a.m. to 6 p.m., seven days per week, inclement weather excepted. Should the Lessee choose to keep the concession stand opened after 6 p.m. during the beach season, or to operate the stand prior to the start of the beach season, or after the Labor Day closing, City must be notified of his intent.

As a condition of approval to operate the concession stand beyond regular hours, the Lessee must agree to maintain the City's comfort station as follows: During the beach season, the Lessee will be responsible for after hours maintenance of the comfort station, to include maintaining the facility in clean and sanitary condition, and a thorough cleaning at closing. The City will provide the Lessee with necessary janitorial supplies and paper products. If the Lessee chooses to operate the concession stand prior to start of the beach season, or after Labor Day, in addition to maintaining the comfort station as detailed above, the Lessee will be responsible for providing the janitorial supplies and paper products at his cost.
7. The concession stand shall be leased in "as is" condition. It will be the Lessee's responsibility to make any and all necessary repairs to meet all State and local Health and Fire codes. Further, prospective bidders should make themselves familiar with the applicable Health and Fire Codes prior to bidding for this lease, in order to ascertain the extent of repairs which may be required.
8. If the Lessee fails to complete any repairs required by State and local Health and Fire Codes by May 15, 2007, the City shall have the right to void the lease and re-bid, with no credit to the defaulting bidder for any work which has been completed on the concession stand.
9. When the term if this lease expires, all repairs and/or renovations made to the concession stand will revert to the City of Long Branch.
10. The concession stand must be inspected by officials from the City's Health and Fire Code Departments prior to opening each year for the term of the lease. Additionally, the Lessee must apply for, at his expense, a Mercantile Permit, and any other permits which may be required to operate the concession stand.
11. The Lessee will be responsible for providing to the City Fire Official a certification from the company with whom he/she contracts for maintenance of the "cooking suppression system". Cost of inspection, certification and any repairs or modifications which may be required shall be at the expense of the Lessee.
12. The Lessee shall be responsible to immediately repair any damage to the property or fixtures belonging to the City. The maintenance and upkeep of the facility, including any

EXHIBIT A

EXHIBIT A (cont)

plumbing and/or general maintenance problems, shall be the responsibility of the Lessee and at his sole expense.

13. The Lessee must maintain the concession stand in a clean and tidy manner. This includes the area in the immediate vicinity of the concession stand. During the course of operation of the concession stand, the Lessee must comply with all local laws and ordinances.

14. All utility expenses, including electricity, water and natural gas, will be the responsibility of the Lessee. Additionally, the Lessee must insure that each utility company, as well as the City has an "after season" address for final billing.

15. Annual rent shall be due and payable, in the form of a check made payable to the City of Long Branch, on April 1, 2007, in the amount of 50% of that year's rent. At that time, the Lessee must also submit, along with the required Certificates of Insurance as detailed in Paragraph 14 below, an inventory of all personal property fixtures to be kept on the premises, and the menu for the coming season, including prices, weights and measures for the Business Administrator's review and approval.

The remainder of the annual rent shall be due and payable no later than July 1, 2007.

16. The Lessee must provide proof of General Liability Insurance coverage in the amount of \$1,000,000 (one million dollars), and Property Liability Insurance coverage in the amount of \$100,000 (one hundred thousand dollars), with the City of Long Branch named as additional insured on each policy. The Lessee must also provide proof of Worker's Compensation coverage in the amounts required by law.

The Lessee must arrange for the City to be notified directly by the insurance company in the case of cancellation or change in the insurance coverage during the term of the lease.

Proof of said insurance shall be submitted to the Business Administrator along with the initial payment of rent no later than April 1.

17. The Lessee shall not, during the term of the lease, install or erect any sign or other advertising matter on the bathing beach, nor permit posters or other display cards to be placed on the exterior of the said premises, or on the boardwalk in front thereof, without the prior written consent of the Business Administrator.

18. The Lessee must agree to execute the lease, as is prepared by the City Attorney and in accordance with the terms and conditions as are contained in the basic form of the lease now on file with the Business Administrator, within five (5) days after notice by the City that the lease is ready for execution.

19. The successful bidder may not assign or sublet this lease without express written permission obtained in advance from the Business Administrator.

20. The City of Long Branch shall not be liable for any damage or loss of operation caused by wind, rain, ocean, or condition thereof, nor any Act of God, nor from any civil disturbance or riot, or damage from fire.

SECTION 3 - SERVABILITY

If any section, paragraph, subdivision, clause or provision of this Resolution shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged, and the remainder of this Resolution shall be deemed valid and effective.

R# 35-07

**RESOLUTION APPOINTING PETER AGRESTI
AS A MEMBER OF THE LONG BRANCH
BOARD OF ADJUSTMENT**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Peter Agresti as a member of the Long Branch Zoning Board of Adjustment for the unexpired term of Joan Minor to be effective on February 12, 2007 and expire on December 31, 2007.

**MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

R# 36-07

**RESOLUTION
2007 EMERGENCY TEMPORARY APPROPRIATIONS**

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for City operations, and,

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2007 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total **\$ 3,214,468.46** in addition to the original temporary budget adopted January 1, 2006 in the amount of **\$12,518,054.27** for a total Year to Date temporary budget of **\$ 15,732,522.73**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2006, and that in accordance with the Statute such item of appropriation will be included in the 2007 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

Budget Appropriations 2007

Emergency
 Temporary
 Budget Approp.
 02/13/2007
 MEMO

a) Operations - within "CAPS"		
Office of the Chief Administrator		
Miscellaneous Other Expenses (Vet. Service Officer)	500.00	Req. for contract
Department of Building & Development		
Office of the Director		
Miscellaneous Other Expense (Special Events)	14,500.00	Req. for contracts
(A) Operations - Excluded from "CAPS"		
Police and Fire Retirement System	1,369,204.00	Due 4/1/2007
Public Employees Retirement System	253,614.00	Due 4/1/2007
Insurance		
Other than Group Plans		
Liability Insurance (Self Insurance Fund)	634,749.00	Contractual
Workmans Compensation Insurance(Self Ins. Fund)	867,501.00	Contractual
Total Emergency Temporary Appropriations	3,140,068.00	

R# 37-07

RESOLUTION
2006 BUDGET APPROPRIATION RESERVE TRANSFERS

WHEREAS N.J.S.A. 40A:4-59 states that, if during the first 3 months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserve over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or an appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

WHEREAS the Director of Finance has deemed that the appropriation set forth below meet the requirements aforementioned, and recommends that said transfers be made,

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

2006 Budget Appropriation Reserves

Approp. Reserve
Transfers
02/13/2007

Transfers "From"

a) Operations - within "CAPS"	
Office of the Chief Administrator	
Salaries and Wages	7,000.00
Division of Personnel	
Salaries and Wages	1,000.00
Division of Accounts and Control	
Salaries and Wages	5,000.00
Division of Street Construction & Maintenance	
Salaries and Wages	25,000.00
Municipal Garage	
Salaries and Wages	5,000.00
Division of Parks	
Salaries and Wages	5,000.00
Division of Public Facilities	
Salaries and Wages	8,000.00
Division of Solid Waste / Recycling	
Salaries and Wages	20,000.00
Disposal Costs (Sanitation and Recycling)	
Other Expenses	50,000.00
Division of Police	
Salaries and Wages	60,000.00
Police Dispatch	
Salaries and Wages	5,000.00
School Traffic Guards	
Salaries and Wages	15,000.00
Division of Fire	
Uniform Fire Safety	
(Chapter 383, P.L. 1983)	
Salaries and Wages	5,000.00
Total Transfers "From"	211,000.00

2006 Budget Appropriation Reserves

Approp. Reserve
Transfers
02/13/2007

Transfers "To"

Division of Fire

Salaries and Wages

210,700.00

Office of the Construction Code Official

Salaries and Wages

300.00

Total Transfers "To"

211,000.00

R# 38-07

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Pool Town Inc.
BLOCK: 489
LOT: 12.05

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

WHEREAS the application was denied, and,

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 said guarantee

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 \$250.07, plus accrued interest if applicable, to

Pool Town
5500 Rt. 9, South
Howell, NJ 07731

R# 39-07

RESOLUTION RELEASING ESCROW DEPOSIT

PROJECT: Second & West End Ave. (Giddio)
BLOCK: 129
LOT: 2-3

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

WHEREAS the application was denied, and,

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 said guarantee

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 \$5,040.03, plus accrued interest if applicable, to

Stephen Giddio
585 Second Ave.
Long Branch, NJ 07740

R# 40-07

**RESOLUTION AUTHORIZING ANNUAL CONTRACT
FOR PURCHASE OF USED EQUIPMENT
FOR THE DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, the City has the need throughout the year to replace or supplement equipment of various types for use by the Department of Public Safety; and

WHEREAS, in accordance with NJSA 40A:11-5(2), the City may negotiate or enter into a contract with the United States of America, the State of New Jersey, county or municipality, or any board, body, officer, agency or authority thereof, or any other state or subdivision thereof, without public advertising for bids; and

WHEREAS, contracts with government entities are exempt from requirements of New Jersey Pay to Play legislation; and

WHEREAS, General Services Administration, an agency of the United States Federal Government, through New Jersey State Agency for Surplus Property, operates a Law Enforcement Support Operations program making available exclusively to law enforcement agencies Department of Defense surplus equipment for a minimal handling fee, and the Director of Public Safety recommends that this program would be beneficial to his department and to the City.

WHEREAS, Certifications of Funds for this contract will be provided based upon issuance of purchase orders prior to each purchase.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes an open-ended annual contract, through December 31, 2007, to **New Jersey State Agency for Surplus Property**, for processing fees for the procurement of various used equipment for the Department of Public Safety through the GSA LESO program, in accordance with the procedures established by the Purchasing Agent, and subject to availability of funds for each purchase.

BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized to authorize any and all documents necessary.

R # 41-07

**RESOLUTION AUTHORIZING ANNUAL CONTRACT FOR PURCHASE
OF USED VEHICLES FOR VARIOUS DEPARTMENTS**

WHEREAS, the City has the need to replace a number of vehicles and pieces of equipment assigned to and utilized by various City departments and agencies; and

WHEREAS, in accordance with NJSA 40A:11-5(2), the City may negotiate or enter into a contract with the United States of America, the State of New Jersey, county or municipality, or any board, body, officer, agency or authority thereof, or any other state or subdivision thereof, without public advertising for bids; and

WHEREAS, contracts with government entities are exempt from requirements of New Jersey Pay to Play legislation; and

WHEREAS, the General Services Administration, an agency of the United States Federal Government, through New Jersey State Agency for Surplus Property, will have available throughout the year, via its on-line auction site, used vehicles and equipment available for purchase, and it is a requirement of the program that payment be made within 14 days of commitment to purchase a vehicle, and the City's Purchasing Agent has recommended that an annual contract be awarded to General Services Administration for anticipated purchases to enable the City to take advantage of this means of purchase for its vehicles needs during 2007; and.

WHEREAS, Certifications of Funds for this contract will be provided based upon issuance of purchase orders issued prior to each purchase, and subject to availability of funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes annual open-ended contracts with **New Jersey State Agency for Surplus Property** and **General Service Administration**, for purchase of used vehicles and equipment that may become available during the 2007 calendar year, in accordance with procedures established by the Purchasing Agent., and subject of availability of funds for each purchase.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take any necessary action to arrange for payment to be made at the time of delivery of the vehicles and equipment.

R# 42-07

**RESOLUTION AUTHORIZING THE MAYOR
TO SIGN AN AGREEMENT TO PROVIDE VIET NAM
VETERAN MEMORIAL DISPLAY**

WHEREAS, the Vietnam Veterans Memorial Fund, Inc. (VVMF) is a non-profit corporation organized under the laws of the District of Columbia; and

WHEREAS, VVMF has the right to display a scale replica of the Vietnam Veterans Memorial located in the District of Columbia commonly referred to by the VVMF as the Official Traveling Wall (the "Memorial") in various locations throughout the world; and

WHEREAS, the City of Long Branch desires to temporarily display the Memorial within the City of Long Branch, State of New Jersey on the Great Lawn on Ocean Avenue for the period commencing on July 26th and concluding on July 29, 2007; and

WHEREAS, the Chief Financial Officer of the City of Long Branch hereby certifies that funds are available in accordance with the Certification of Funds attached hereto in the amount not to exceed \$6,500.00 / H-02-032-253 in the amount of \$5,000.00 and 7-01-012-546 in the amount of \$1,500.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby authorize the Mayor to sign the agreement with the VVMF along with the amendment attached hereto and made part of the agreement, authorizing the temporary placement of the "Memorial".

**SO MOVED:
SECONDED:**

**AYES:
NAYES:
ABSENT:
ABSTAIN:**

**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:

AGREEMENT TO PROVIDE VIET NAM VETERANS MEMORIAL DISPLAY

Said contract being made as follows:

**VIET NAM VETERANS MEMORIAL FUND \$5,000
PLUS EST. EXPENSES OF \$1,500**

Said funds being available in the form of:

**CDBG BUDGET
THIRTY SECOND YEAR
H-02-032-253 \$5000
2007 BUDGET
DEPARTMENT OF ADMINISTRATION
MISC. OTHER EXPENSE
7-01-012-546 \$1500**


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

Date

R# 43-07

**PARTICIPANTS RESOLUTION FOR A
FEASIBILITY STUDY**

WHEREAS, the Governing Bodies of the Township of Freehold and the City of Long Branch have agreed to apply for a *SHARE* (Sharing Available Resources Efficiently) Program Grant through the State of New Jersey *SHARE* Program in the amount of \$20,000.00; and

WHEREAS, participation in this endeavor may increase or decrease by one or two municipalities with the approval of the lead agency; and

WHEREAS, the Township of Freehold has agreed to be the lead agency in this program; and

WHEREAS, the State of New Jersey has made *SHARE* grants available to assist local units to study develop and implement new shared and regional services; and

WHEREAS, the purpose of this grant is to promote shared services between our local units through the sharing of animal control services and facilities that would be beneficial to the public safety of all local units; and

WHEREAS, the Chief Financial Officer of the City of Long Branch hereby certifies in accordance with the Certification of Funds form attached hereto that funds are available from 6-01-071-215 in the amount of \$250.00 / 7-01-071-215 in the amount of \$250.00 for a total amount not to exceed \$500.00 to Jersey Professional Management for consultant services relative to *SHARE* Grant application.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that the City of Long Branch does hereby joint with aforementioned municipalities in applying for a grant for the purpose of a feasibility study of such an endeavor.

BE IT FURTHER RESOLVED that the City of Long Branch agrees to provide their portion of the required local matching funds in the amount of \$1,000.00 as its contribution to the study's cost.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

**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:

CONTRACT FOR CONSULTANT SERVICES RELATIVE TO SHARE GRANT APPLICATION

Said contract being made as follows:

JERSEY PROFESSIONAL MANAGEMENT \$500

Said funds being available in the form of:

2006 BUDGET		
DEPARTMENT OF HEALTH		
APPROPRIATION #6-01-071-215		\$250
2007 BUDGET		
DEPARTMENT OF HEALTH		
APPROPRIATION #7-01-071-215		\$250



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

Date

Applicant Identification and Project Summary Form
SHARE 1

Project Name:	Freehold/Long Branch Animal Control Study
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Applicant (Lead Agency):

Agency Name: Freehold Township	County: Monmouth
Address: 1 Municipal Plaza Freehold, NJ 07728-3099	
Program Contact Information	
<i>Mayor Anthony Ammiano</i>	<i>Contact Person & Title Margaret Jahn, Health Officer</i>
Voice phone: 732-294-2001	Voice phone: 732-294-2060
Fax: 732-462-7910	Fax: 732-462-2340
E-mail:	E-mail: mjahn@twp.freehold.nj.us

Total Grant Amount Requested: (Insert Grant Amount from Form SHARE-4)	\$ 20,000.00
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Participating Local Unit:

Agency Name: City of Long Branch	County: Monmouth
Address: 344 Broadway, Long Branch, N. J. 07740-6994	
Program Contact Information	
<i>Mayor Adam Schneider</i>	<i>Contact Person & Title David Roach Health Officer</i>
Voice phone: 732-222-7000	Voice phone: 732-222-7000
Fax: 732-222-1516	Fax: 732-222-1516
E-mail:	E-mail: john@boundbrook.com

X Check this box if there are additional participants. Include the required information on supplemental sheet (SHARE-1a).

<p>PROJECT SUMMARY: Summarize the project in the space below:</p> <p>The Shared Services Committee of the Township of Freehold and the City of Long Branch, consisting of representatives of each municipality, has concluded that a feasibility study that considers the sharing of animal control services and facilities., is necessary. Additionally, they may solicit the participation of up to two additional municipalities.</p> <p>The study will be conducted by Jersey Professional Management. The total cost of the study will be \$22,000 and will take three months from date of grant award to complete.</p>

R# 44-07

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:

SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on February 13, 2007

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 ____ day of _____, 2007

Irene A. Joline, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of February 13, 2007. 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.

279 Broadway Assoc.	Rent for Municipal Court & Drug Office - February 2007	*	9,058.33
4 Connections	Monthly Lease of Dark Fiber - January 2007 - IT Dept.	*	1,500.00
4th Alarm-Resc Inc.	Rain Coats & Pants - OEM	*	2,177.00
A T & T	Utilities - Telephone - 12/28-1/9/2007 - Various Locations	*	1,760.01
A T & T	Utilities - Telephones - 1/16/2007 - Various Locations	*	23.67
A.M./P.M. Services	Registration - (2) Seminars - 1/5 & 1/18/2007 - Joline & Talerico - City Clerk	*	396.00
Absolute Fire Protection	Various Equipment - Fire Dept.		3,140.97
Ace Auto Tops	Repair Seats - Various Vehicles - DPW		425.00
All Shore Services	Misc. Parts for Garage Door at OEM Building - DPW		200.00
All Traffic Solutions	Misc. Equipment - Traffic Dept.		19,960.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Litigation/Tax Appeals/Redevelopment - Dec. 2006	*	7,192.76
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - December 2006	*	7,316.00
Atlantic Detroit Diesel	Replace Engine & Repair Radiator - Fire #25-6-90 - Fire Dept.	*	44,840.17
Atlantic Plumbing Supply	Plumbing Part to Repair Pump in Municipal Garage		55.72
Auto Parts	Misc. Automotive Parts - December 2006 - DPW		55.09
B & H Photo	Camera Equipment for L.B. Cable Commission		2,302.65
B. Keith Controls	Light Bulbs for City Hall Building - DPW		834.80
Barco Products	Benches - DPW		1,552.00
Basile, Baumann, Prost & Assoc.	Consultant Services Relative to Urban Development & Economic Services - Dec. 2006	*	17,681.11
Battery Zone	Batteries to Replenish Central Supply - Purchasing Dept.		217.71
Beyer Bros. Corp.	Mirror Assembly - City Vehicle #1 - DPW		104.10
Big A Trucking	Tire Repair on Truck #325-3-75 - Fire Dept.		90.00
Brookdale Community College	Registration - Windows XP Class - 1/17-3/8/2007 - W. Bahamonde - IT Dept.	*	782.36
Bruce Booker/D.B.A. T.Y.G Productions	Videography - August / September 2006 - UEZ		2,900.00
Bullet Lock & Safe	Misc. Keys & Locks - December 2006 - DPW / Traffic Dept.		988.55
CCC Heavy Duty Truck Parts	Misc. Automotive Parts - Various Vehicles - DPW		1,692.35
Central Poly-Bag Corp.	(150) Cases of Liners - DPW		3,090.00
Central Towing & Recovery	Towing - Truck #25-6-90 - 10/11/2006 - Fire Dept.		360.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	39,882.36

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	Reimburse Clearing Account	*	150,919.39	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,437,615.36	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	100,505.82	
City of Long Branch Current Account	Transfer of Funds	*	2,000,000.00	
City of Long Branch Payroll Agency	Payroll Dated 1/26/2007	*	36,537.62	
City of Long Branch Payroll Agency	Payroll Dated 1/26/2007	*	1,401,077.74	
City of Long Branch Trust Other Account	Transfer of Funds	*	40,000.00	
City of Long Branch Unemployment Account	Transfer of Funds	*	60,000.00	
Clark Bros.	Transfer of Funds		1,457.83	
Coast Hardware	Rebuild Front Differential - Public Works Vehicle #5 - DPW		529.71	
Comcast Online	Misc. Hardware - December 2006 - Various Depts.	*	169.95	
Comp USA	Internet Services - 1/15-2/14/2007 - City Network	*	587.98	
Concept Printing & Promotions	Computer Software - Tax Collector		1,882.00	
Continental Fire & Safety	Purchase Orders & Requisitions - Purchasing Dept.		1,144.20	
Cooper Electric Supply	Misc. Hardware - Fire Dept.		415.08	
Cougar Electronics Tool & Equipment Repair	Various Wires for Police Equipment Wiring - Police Dept.		507.90	
CWA Local 1034, Branch 4	Service (2) Hydra-Ram Tools for Truck #25-8-85 - Fire Dept.	*	5,700.00	
D.W. Smith & Associates	Dental / Vision - February 2007	*	2,261.00	Pynt #3
Damiano Funeral Home	Engineering Services Rendered - UST Discovery at Lemco Property - Nov. 2006	*	10,000.00	
Difrancesco, Bateman, Coley & Yospin	UEZ Facade Improvement		447.20	Pynt #5-6
East Coast Emergency Lighting	Legal Services Rendered - Tax Appeals - Lighthouse Mission - Nov./December 2006	*	1,835.40	
Edwards Tire	Light Mounts - DPW		107.92	
Elite Forms	Tires - LBB #1 - DPW		633.50	
Environmental Retrofit Solutions	Misc. Promotional Items - Community Dev.		16,900.00	
Finnaren & Haley	(13) Storm Drains - Grateplates - Clean Communities - DPW		5,894.00	
Fire Fighter Equipment	Line Striping Machine - Traffic Dept.		696.00	
Flowers By Van Brunt	(24) Carbon Monoxide Hoods - Fire Dept.		45.00	
Fort Dearborn Life Insurance	Flowers - Memorial Day - Fire Dept.	*	1,294.60	
Foster & Freeman USA	Life Insurance - February 2007		5,233.36	
Freehold Township Health Dept.	Crime Lite Kit - Police Dept.		260.00	
Gateway Co.	Lead Inspector Risk Assessor Services - 11/15 & 11/16/2006 - Health Dept.	*	823.00	
General Service Admin./G.S.A. Fleet Mgmt.	Computer - Planning / Zoning		6,500.00	
Global Govt./Education Solutions	2002 Oldsmobile Alero - Tax Assessor	*	3,916.77	
Grainger	Video Equipment for Scene Command Trailer & Annex Building - OEM		148.20	
Greenbaum, Rowe, Smith & Davis	Filters for Fire Headquarters - DPW	*	560.00	Pynt #4
H.K. Carr & Assoc.	Legal Services Rendered - Special Counsel - Koplitz Matter - November 2006		2,000.00	
Health Net of New Jersey	HAZMAT Training - 12/14-12/15/2006 - OEM	*	90,998.73	
	Health Benefits - February 2007			

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Hoffman Equipment	OSHA Inspection & Misc. Parts for Crane - DPW	1,295.82
Home Depot Credit Services	Various Building Materials - Various Depts.	888.89
Horizon Blue Cross Blue Shield	Dental Benefits - February 2007	16,437.72
Horizon Blue Cross Blue Shield	Health Benefits - February 2007	217,388.09
Hunter Jersey Peterbilt	Belt Tensioner - Public Works Vehicle #250 - DPW	144.05
International Truck of Central New Jersey	Air Tank - Recycling #220 - DPW	175.00
Jersey Central Power & Light	Utilities - Electric - 12/6-1/4/2007 - Various Locations	306.93
Jersey Central Power & Light	Utilities - Electric - 12/19/2006-1/17/2007 - Various Locations	39,768.63
John Guire Co.	Misc. Tools & Equipment - December 2006 - DPW	189.20
John L. Kraft, Esq.	Legal Services Rendered - Bond Counsel - December 2006	1,100.00 Pymt #1
Joseph G. Pollard D/B/A - Pollardwater.com	Valve Key Kit - Building Dept.	368.60
Keewel Water	Cooler Rental - November & December 2006 - Administration	62.75
Kimberly Bradle	Yoga Instruction - 12/28/2006 - Senior Affairs	51.00
Knox Co.	Radio Activated Key System - City Vehicle #25-39 - Building Dept.	742.00
Lakewood Auto Supply	Misc. Filters - December 2006 - DPW	1,021.26
Lanigan Assoc.	Uniform - Disp. Johnson - Police Dept.	225.90
Long Branch Board of Ed. - Admin. Offices	Building Rentals for L.B. Public Schools 2005-2006 - Recreation Dept.	4,735.00
Long Branch Chamber of Commerce	Rent for Community Development - February 2007	1,500.00
Long Branch Sewer Authority	Sewer Charges - First Quarter	1,721.53
Maaco Auto Painting & Body Works Centers	Paint Public Works Vehicle #219 - DPW	955.00
Mark R. Aikins. LLC	Legal Services Rendered - Conflict Redevelopment Attorney - December 2006	264.00 Pymt #6
MetroCall	Pager Service - Jan / March 2007 - Various Depts.	196.10
Mid-Atlantic Truck Center	Wiper Assembly - Public Works Vehicle #144 - DPW	103.94
Monmouth Family Health Center	Complete Physical for Respiratory Protection Plan - Various Officers - Police Dept.	750.00
Motor Vehicle Services	(2) Motor Vehicle Titles - DPW	40.00
Motor Vehicle Services	Registration Renewal - DPW	135.00
MPA & Associates	Consultant Services - City IT Program - November 2006	3,381.00 Pymt #1
Naylor's Auto Parts	Misc. Tools for Municipal Garage - DPW	1,013.90
New Deal Plumbing Supply	Plumbing Materials for OEM Building - DPW	506.52
New Jersey American Water	Utilities - Water - 12/7/2006-1/10/2007 - Various Locations	617.73
New Jersey American Water	Utilities - Water - 12/7/2006-1/10/2007 - Various Locations	785.22
New Jersey Natural Gas	Utilities - Gas - 12/15/2006-1/19/2007 - Various Locations	11,728.27
NJ State League of Municipalities	2005 NJ Municipal Salary Report - Howard Woolley Jr. - Administration	40.00
NJ State Toxicology Laboratory	Random Drug Testing - Police Dept.	270.00
NJSCPA ED Foundation	Registration - Chapter Tax Seminar - 1/6/2007 - Finance Director	85.00
Norwood Distributors	Misc. Automotive Parts - December 2006 - DPW	25.84
Oceanview Bakery	Lunch for Training Division Staff - 1/20/2007 - Fire Dept.	118.25

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Office Depot	Office Supplies - Various Depts.		2,455.67
Office of Justice Programs	Refund of Law Enforcement Grant - US Dept. of Justice	*	11,920.00
Petro King Service	Misc. Parts for Gasoline Pump - DPW		1,085.53
Petroleum Traders Corp.	Unleaded Gasoline & Underground Storage Tank Tax - 1/2/2007 - DPW		15,368.85
Prevention First	Prevention Class - 1/19/2007 - S. Berry - Human Services		55.00
Ralph K. Badmann Corp.	Misc. Parts for Spreaders - DPW		455.70
Red The Uniform Tailor	Uniform - P.O. Balmer - Police Dept.		684.45
Richard Lynch	Legal Services Rendered as Hearing Officer		1,305.00
Rudco	Container for Recycling Tires - DPW		5,586.00
Russumano Enterprises	Rent for DPW - February 2007	*	500.00
SC Supply Co.	Traffic Cones - Police Dept.		997.50
Scientific Devices	Printer Cartridges - Various Depts.		2,003.35
Seaboard Fire & Safety	Refill Fire Extinguishers - Fire Dept.		63.40
Seaboard Welding Supply	Welding Supplies & Industrial Gases - December 2006 - DPW		951.80
Seely Equipment & Supply	Misc. Parts for Spreaders - DPW		742.12
Select Trans Equipment	Service Call on Waste Oil Heater at DPW		104.26
Sgt. Jason Roebuck	Investigative Funds - Police Dept.	*	500.00
Shore Athletic Apparel	Jackets - Recreation Dept.		525.00
Shore Occupational Medicine	Blood Pressure Check - P.O. Balmer - Police Dept.		65.00
Signs By Tomorrow	Car Show Banners Relettered - UEZ		175.00
Siperstein West End Paint	Paint / Materials - December 2006 - DPW		199.93
St. George Greek Orthodox Church	Full Page Ad Journal - Honoring Frank Vozos - Mayor's Office		250.00
Standard Supply	HAZMAT Disposal Bags - DPW		84.35
Storr Tractor Co.	Leaf Blower for Parks Dept. - DPW	*	5,995.00
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 1/5-1/18/2007 - Community Dev.	*	595.00
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 1/19-1/25/2007 - Community Dev.	*	297.50
Tanner North Jersey	Office Equipment - Municipal Court		437.85
The Cambria Companies	Air Tank - Truck #25-76 - Fire Dept.		220.45
The Link News	December 2006 Calendar - City Clerk		250.00
Thompson Design Group	Planning & Urban Design Services - Broadway Gateway & Corridor - Dec. 2006	*	19,580.00
Top Hat Uniform Rental	Uniform - George Hussey - Fire Prevention		185.62
Total Fire Group c/o Triles Ltd./Sales	Turn Out Coats & Pants - Fire Dept.		13,167.06
Treasurer, State of NJ	Computer Software - Police Dept.	*	1,304.00
Treasurer, State of NJ	Refund of Balance to State - Special Legislative Senior Center Grant	*	100,735.12
Trump Taj Mahal Casino/Resort	Certification Renewal - Debbie Talerico - City Clerk		50.00
U.S. Municipal Supply	Reservation - Tuft & Landscape Conference - 12/5/2007 - F. Ravaschiere - DPW	*	80.00
	(2) Spreaders - DPW		16,204.00

Pymt. #3

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

United Parcel Service	Ground Transportation - Police Dept.	25.63
Jpstage Magazine	Full Page Ad - L.B. Arts Council Poetry Festival - November 2006	300.00
Jan Der Meer Tennis University	Development Course - 2/12-2/15/2007 - Celia Leone - Recreation Dept.	450.00
/erizon	Utilities - Telephone - 1/1-1/5/2007 - Various Locations	10,170.38
/erizon	Utilities - Telephones - 1/11/2007 - Various Locations	27.97
/erizon Wireless	Laptop Wireless / Cell Phone Service - 1/13-2/12/2007 - Various Depts.	3,434.82
Virtual F/X	Logo / Lettering for OEM Building & Light Towers - DPW	1,553.00
/ision Service Plan	Vision - February 2007	1,341.78
N. E. Timmerman	Misc. Parts - Public Works Vehicle #90 & Stock - DPW	184.82
Marshauer Electric Supply	Electrical Materials for DPW Vehicles	68.50
t-Pers	Wash Rags - Municipal Garage	85.00
Zep Manufacturing	Janitorial Supplies for Municipal Garage - DPW	540.08

TOTAL CURRENT

6,092,683.60

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - School Project - December 2006	22.00	*
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Abbottsford / Hotel Campus - December 2006	2,398.00	*
Birdsall Engineering	Engineering Services Rendered - Third Ave. & Memorial Pkwy - Dec. 2006	2,314.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	2,898.50	*
City of Long Branch Clearing Account	Reimburse Clearing Account	1,785.00	*
City of Long Branch Clearing Account	Reimburse Clearing Account	60,528.86	*
City of Long Branch Clearing Account	Engineering Services Rendered - Manahasset Long Branch Ave. - Nov. / Dec. 2006	8,861.25	*
D.W. Smith & Associates	Engineering Services Rendered - Manahasset Field Testing - November 2006	3,922.00	*
D.W. Smith & Associates	Engineering Services Rendered - Survey Field Layout for Manahasset Creek Park - Nov. 200	743.75	*
D.W. Smith & Associates	Engineering Services Rendered - Manahasset Concrete Testing - November 2006	2,773.00	*
D.W. Smith & Associates	Engineering Services Rendered - Manahasset Environmental Oversight - Nov. / Dec. 2006	4,317.25	*
D.W. Smith & Associates	Tape for OEM Building - DPW	167.00	
Grainger	Gutter Cups for OEM Building - DPW	7.72	
Home Depot Credit Services	Plumbing Materials for OEM Building - DPW	505.56	
New Deal Plumbing Supply	Rental Truck & Equipment - Park Ave. - DPW	600.00	
Oswald Enterprises	Temporary Housing - Delores Smith - 1/5-1/18/2007 - Community Dev.	595.00	*
Sunrise Suites Hotel	Temporary Housing - Delores Smith - 1/19-1/25/2007 - Community Dev.	297.50	*
Sunrise Suites Hotel	Plan Review Services Relative to Ocean Blvd. - Streetscape Project - Oct./Dec. 2006	7,300.11	*
Thompson Design Group	Planning & Urban Design Services - Hotel Campus - 9/11-12/15/2006	30,000.00	*
Thompson Design Group			

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL CAPITAL

91,243.89

City of Long Branch Clearing Account	Reimburse Clearing Account	*	4.20
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,973.21
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,762.37
City of Long Branch Payroll Agency	Payroll Dated 1/26/2007	*	355.01
City of Long Branch Payroll Agency	Payroll Dated 1/26/2007	*	4,618.20
Fort Dearborn Life Insurance	Life Insurance - February 2007	*	2.94
Health Net of New Jersey	Health Benefits - February 2007	*	1,157.99
Horizon Blue Cross Blue Shield	Dental Benefits - February 2007	*	177.94
Horizon Blue Cross Blue Shield	Health Benefits - February 2007	*	526.00
Long Branch Animal Hospital	Veterinary Services for ACO Program - December 2006	*	243.00 Pymt #12
Monmouth County SPCA	Animal Shelter Services - October / December 2006	*	5,509.00 Pymt #8-10
NJ State Dept. of Health & Senior Services	Dog License Report - December 2006	*	4.20
Verizon Wireless	Cell Phone Service - 1/16/2007 - Animal Control	*	114.04
Vision Service Plan	Vision - February 2007	*	31.46

TOTAL DOG **19,577.86**

City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,777.74
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,910.45
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,834.66
City of Long Branch Payroll Agency	Payroll Dated 1/26/2007	*	350.80
City of Long Branch Payroll Agency	Payroll Dated 1/26/2007	*	4,559.65
Fort Dearborn Life Insurance	Life Insurance - February 2007	*	9.80
Health Net of New Jersey	Health Benefits - February 2007	*	1,157.99
Horizon Blue Cross Blue Shield	Dental Benefits - February 2007	*	147.76
Horizon Blue Cross Blue Shield	Health Benefits - February 2007	*	1,362.03
Public Policy Center of NJ/Montclair Univ.	Supplies / Materials for Office Use - Community Dev.	*	174.99
Schoor Depalma	Environmental Services - Manufactured Gas Plant - July / December 2006	*	4,793.25 Pymt #1-5

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Schoor Depalma
/ision Service Plan

Engineering Services Rendered - Jerry Morgan Park MGP - June / July 2006
Vision - February 2007

* 338.31 Pymt #10-11
* 25.52

TOTAL HUD

32,442.95

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village II - December 2006	*	44.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village I - December 2006	*	66.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North II - December 2006	*	2,668.40	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North I - December 2006	*	99.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Broadway Arts - December 2006	*	869.00	
ATF, LLC / BMO Capital - Sec Part	Tax Sale Premium	*	11,000.00	
Basile, Baumann, Prost & Assoc.	Consultant Services Relative to Broadway Arts - 11/16-12/29/2006	*	4,767.50	Pymt #4
City of Long Branch Clearing Account	Reimburse Clearing Account	*	16,800.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,566.40	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	12,336.71	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	505,272.35	
City of Long Branch Payroll Agency	Payroll Dated 1/26/2007	*	51,299.12	
City of Long Branch Payroll Agency	Payroll Dated 1/26/2007	*	248.75	
City of Long Branch Payroll Agency	Payroll Dated 1/26/2007	*	12,087.96	
City of Long Branch Payroll Agency	Unemployment - January 2007	*	1,924.58	
Fort Dearborn Life Insurance	Life Insurance - February 2007	*	0.98	
General Service Admin./G.S.A. Fleet Mgmt.	2001 Crown Vic. - Replace Police Vehicle #10	*	5,700.00	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Broadway Arts Redevelopment Project - Dec. 2006	*	272.00	Pymt #4
Health Net of New Jersey	Health Benefits - February 2007	*	1,637.47	
Horizon Blue Cross Blue Shield	Dental Benefits - February 2007	*	73.88	
JNH Funding	Tax Sale Premium	*	100.00	
Lezma Cummings / Bonifide Builders	RCA Housing Improvements - 27-29 South Fifth Ave. - Community Dev.	*	5,500.00	
Long Branch Housing Authority	City Share of International Agreement - Seaview Manor Project	*	487,500.00	
Mark R. Aikins	Legal Services Rendered - Conflict Redevelopment Attorney - Beachfront South - Dec. 2006	*	143.00	Pymt #5
NJ Dept. of Labor & Workforce Development	Unemployment - Fourth Quarter - December 2006	*	12,198.94	
Pak-Rat Equipment	Return of Bid Deposit	*	3,222.35	
The Standard Group	Metal for Waterproofing Windows at Library - DPW	*	79.50	
Thompson Design Group	Planning & Urban Design Services - Beachfront South - 10/22-10/26/2006	*	2,210.42	Pymt #3-4
Thompson Design Group	Planning & Urban Design Services - Pier Village II - 10/30-12/15/2006	*	13,000.00	Pymt #1

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

J/S Bank As Cust Phoenix Fund
Vision Service Plan

Tax Sale Premium
Vision - February 2007

* 6,000.00
* 12.76

TOTAL TRUST OTHER

1,160,701.07

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 45-07

RESOLUTION RELEASING GUARANTEES

PROJECT: Seashore Estates (Kelly Builders)
BLOCK: 112
LOT: 27

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

WHEREAS the project has been completed and the applicant has requested return of said guarantees, and,

WHEREAS the City Engineers, Birdsall Engineering Inc., has recommended the release of said guarantees.

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 following balances:

Escrow	\$ 115.01
Engineering	\$ 1,499.00
Performance	\$19,353.33

BE IT FURTHER RESOLVED that said refund, in the total net amount of \$20,967.34, plus accrued interest if applicable, be sent to:

Kelly Builders & Developers
280 Norwood Ave.
Long Branch, NJ 07740

BE IT FURTHER RESOLVED that the Performance Bond, #S20044, issued May 17, 2004, in the amount of \$166,794.12, issued by First Indemnity of America Insurance Company, is hereby released.

BE IT FURTHER RESOLVED that the City Clerk mail a Certified copy of this resolution to the above named individual / company, as proof of release of said bond.

CITY OF LONG BRANCH
RESOLUTION NO. 46-07

**RESOLUTION DESIGNATING PIER VILLAGE APPLIED LWAG LLC AS
REDEVELOPER FOR CERTAIN PROPERTIES IN THE CITY OF LONG BRANCH
AND AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO THE
REDEVELOPMENT AGREEMENT FOR PIER VILAGE AND COMMENCEMENT OF
CONDEMNATION PROCEEDINGS AGAINST BLOCK 222 LOT 1**

WHEREAS, Pier Village, L.L.C, a New Jersey limited liability company, ("Original Redeveloper") was designated by the City of Long Branch (the "City") as redeveloper of the Pier Village District on the Ocean Avenue-Broadway Redevelopment Area (the "Redevelopment Area");

WHEREAS, Original Redeveloper and the City entered into that certain Amended and Restated Agreement between the City of Long Branch and Pier Village. L.L.C. for the Redevelopment Area designated as Pier Village dated as of February 22, 2000 (the "Original Redevelopment Agreement") pursuant to which Original Redeveloper agreed to develop a project in the Redevelopment Area consisting of 420 residential units and approximately 104,000 gross square feet of retail space ("the Project");

WHEREAS, the City amended the Original Redevelopment Agreement by First Amendment to Amended and Restated Agreement dated October 9, 2003 (as so amended, the "Redevelopment Agreement") to permit the development of the Project in two phases and to consent to the assignment of the rights of Original Redeveloper to develop the first phase to two wholly-owned subsidiaries, Pier Village I and Pier Village II, and the rights to develop the second phase to an affiliate, Pier Village LWAG, LLC (the "Phase Two Redeveloper").

WHEREAS, the first phase was to originally consist of 320 residential units and 104,000 square feet (which was increased to 111,000 square feet as permitted by the City and the Planning Board) of retail space and the second phase was to consist of 100 residential units.

WHEREAS, the City and the Phase Two Redeveloper entered into the Second Amendment to the Agreement dated as of June 8, 2005, which permitted the Phase Two Redeveloper to construct an additional 130 residential units and approximately 12,500 gross square feet of retail space.

WHEREAS, the Project and the City would benefit greatly from additional public parking for Phase Two along Melrose Terrace and Ocean Avenue.

WHEREAS, the City desires to add the land depicted on the Exhibit 1 attached hereto, (the "Additional Phase Two Public Parking Land") to Phase Two of the Project and to designate the Phase Two Redeveloper as the redeveloper thereof.

WHEREAS, it may be necessary for the City to acquire, through its powers of eminent domain, the parcel known as Lot 1 in Block 222 on the Tax Maps of the City of Long Branch ("Lot 1") in order to develop the Additional Phase Two Public Parking.

WHEREAS, the City desires to conditionally designate the Phase Two Redeveloper as the redeveloper of approximately 220 residential units, 50 condominium hotel units, 15,000 sq. ft. of retail space and 550 parking spaces ("Phase Three"), said designation to be subject to the City's approval of the site plan for Phase Three.

WHEREAS, the City desires to (A) amend the Redevelopment Agreement to (i) add the Additional Phase Two Parking Land to Phase Two of the Project, (ii) to designate the Phase Two Redeveloper as the redeveloper of the Additional Phase Two Parking Land and (iii) to conditionally designate the Phase Two Redeveloper or an affiliate with identical ownership as the redeveloper of Phase Three and to (B) authorize the City to begin condemnation proceedings against Lot 1 in Block 222.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Long Branch as follows:

1. The Phase Two Redeveloper is hereby designated as the redeveloper of the parking to be developed on the Additional Phase Two Parking Land and is hereby conditionally designated as the redeveloper of Phase Three, said designation to become final upon approval by the City of Long Branch of the site plan for Phase Three, as more particularly set forth in the Third Amendment.

2. The Mayor and City Council are hereby authorized and directed to enter into the Third Amendment to amend the Redevelopment Agreement to (i) add the Additional Phase Two Parking Land to Phase Two of the Project, (ii) to designate the Phase Two Redeveloper as the redeveloper of the Additional Phase Two Parking Land and (iii) to conditionally designate the Phase Two Redeveloper or an affiliate with identical ownership as the redeveloper of Phase Three, which designation shall be in existence for a period of nine (9) months for the purpose of completing an agreeable design as to compliance with design guidelines and any appropriate developer give backs and providing appropriate parking as well as material satisfactory to the City of Long Branch. In the event said design and agreement can not be reached within a nine (9) month period from the date of this Resolution, then the conditional designation shall cease. Third Amendment to be substantially in the form annexed hereto as Exhibit 3 and are hereby further authorized and directed to execute and deliver any other documents necessary to implement this Resolution.

3. The Mayor and City Council are hereby authorized to undertake condemnation proceedings against Lot 1 in Block 222 on the Tax Maps of the City to acquire said land for the additional public parking for Phase Two of the Project..

**THIRD AMENDMENT
TO AMENDED AND RESTATED AGREEMENT BETWEEN
THE CITY OF LONG BRANCH AND PIER VILLAGE DEVELOPMENT I, L.L.C.,
PIER VILLAGE DEVELOPMENT II, L.L.C. AND
PIER VILLAGE APPLIED LWAG LLC
FOR THE REDEVELOPMENT AREA DESIGNATED AS PIER VILLAGE**

THIS THIRD AMENDMENT ("Third Amendment") dated as of this _____ day of January, 2007 by and among the City of Long Branch (the "City"), a municipal corporation of the State of New Jersey, having offices at 344 Broadway, Long Branch, NJ 07740 and Pier Village Development I, L.L.C. ("Pier Village 1"), a New Jersey limited liability company, having its principal office at 5 Marine View Plaza, Suite 500, Hoboken, NJ 07030, Pier Village Development II, L.L.C. ("Pier Village II"), a New Jersey limited liability company, having its principal office at 5 Marine View Plaza, Suite 500, Hoboken, NJ 07030 and Pier Village LWAG LLC ("Pier Village LWAG"), a New Jersey limited liability company, having its principal office at 5 Marine View Plaza, Suite 500, Hoboken, NJ 07030.

WITNESSETH

WHEREAS, Pier Village, L.L.C, a New Jersey limited liability company, ("Original Redeveloper") was designated by the City as redeveloper of the Pier Village District on the Ocean Avenue -Broadway Redevelopment Area (the "Redevelopment Area");

WHEREAS, Original Redeveloper and City entered into that certain Amended and Restated Agreement between the City of Long Branch and Pier Village, L.L.C. for the Redevelopment Area designated as Pier Village dated as of February 22, 2000 (the "Original Redevelopment Agreement") pursuant to which Original Redeveloper agreed to develop a project in the Redevelopment Area consisting of 420 residential units and approximately 104,000 gross square feet of retail space ("the Project");

WHEREAS, the City amended the Original Redevelopment Agreement by First Amendment to Amended and Restated Agreement dated October 9, 2003 (as so amended, the "Redevelopment Agreement") to permit the development of the Project in two phases and to consent to the assignment of the rights of Original Redeveloper to develop the first phase to two wholly-owned subsidiaries, Pier Village I and Pier Village II, and the rights to develop the second phase to an affiliate, Pier Village LWAG, LLC (the "Phase Two Redeveloper").

WHEREAS, the first phase was to originally consist of 320 residential units and 104,000 square feet (which was increased to 111,000 square feet as permitted by the City and the Planning Board) of retail space and the second phase was to consist of 100 residential units.

WHEREAS, the City and the Phase Two Redeveloper entered into the Second Amendment to the Agreement dated as of June 8, 2005 which permitted the Phase Two Redeveloper to construct an additional 130 residential units and approximately 12,500 gross square feet of retail space.

WHEREAS, Phase Two Redeveloper has obtained amended site plan and subdivision approval for Phase Two, originally secured in June of 2006, to incorporate the Additional Land (as hereinafter defined)

WHEREAS, subsequent to securing the initial approvals for Phase Two from the Planning Board of the City of Long Branch, it was determined by the City and the Redeveloper that there was a need for additional public parking to be provided for the benefit of the City, to be located along Melrose Terrace and Ocean Avenue.

WHEREAS, as depicted on the Exhibit 1 attached hereto, the Additional Phase Two Public Parking shall provide additional public parking spaces along Melrose Terrace and Ocean Avenue for the benefit of the general public and the residents of the City.

WHEREAS, the Phase Two Redeveloper and has been conditionally designated as the Redeveloper of Phase Three based on a concept plan approved by the City and annexed hereto as Exhibit 2 (the "Phase Three Concept Plan").

WHEREAS, the Pier Village I, Pier Village II, the Phase Two Redeveloper and the City have agreed to amend the Redevelopment Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the covenants and premises set forth herein, it is hereby agreed among the parties that the Redevelopment Agreement be amended as follows:

1. The following terms shall, if previously included in Section 2 Definitions, be deemed to be in substitution of such Definitions (including any new exhibits, which shall be deemed to be in substitution for the exhibits in the original Definitions) or, otherwise, added to the Agreement as additional Definitions.

"Additional Phase Two Parking Land" shall mean the land known as more particularly described on Exhibit 3 annexed hereto and made a part hereto.

"Additional Phase Two Public Parking" shall mean the additional parking to be built by the Redeveloper along Melrose Terrace and Ocean Avenue, as depicted and more particularly described on Exhibit 1, which is annexed hereto and incorporated herein by reference. It is understood and agreed by the City and Redeveloper that the Additional Phase Two Public Parking shall be constructed as part of Phase Two and be completed in condition satisfactory for acceptance by the City prior to the issuance of the last Certificate of Occupancy for any Phase Two residential unit.

"Agreement" shall mean the Amended and Restated Agreement between the City of Long Branch and Pier Village, L.L.C. dated as of February 22, 2000 as amended by First Amendment by and among Pier Village Development I, L.L.C., Pier Village Development II, L.L.C. and Pier Village LWAG dated October 9, 2003 and amended by Second Amendment between the same parties dated June 8, 2005.

"Acquisition Parcel" shall be amended to include the parcel listed on Exhibit 4 annexed hereto and made a part hereof.

"Phase Two" or "Phase Two Parcels" shall mean the portion of the Project to be developed on the Initial Phase Two Land, the Additional Land, and the Additional Phase Two Parking Land

"Phase Three Land" shall mean the land described on Exhibit 5 annexed hereto and made a part hereof.

"Phase Three Project" shall mean _____ .

2. Section 3.1 is deleted in its entirety and the following is substituted in its place:

3.1.1 The Project. The Project shall consist in total of approximately 550 residential units, approximately 1780 parking spaces and approximately 123,500 gross square feet of retail space. Phase One which is presently in construction consists of 320 residential units, 1180 parking spaces (including approximately 600 spaces in a parking deck and 180 spaces in a surface parking lot) and 400 on-street parking spaces. Phase Two as expanded by this Third Amendment shall consist of approximately 220 residential units, approximately 23,250 square feet of condo/hotel residential use and retail space, approximately 600 parking spaces. The Phase Two Redeveloper is hereby designated as the redeveloper of the Additional Phase Two Public Parking.

3.1.2 Designation of Phase Two Redeveloper as Redeveloper of the Phase Two Additional Public Parking. The Phase Two Redeveloper is hereby designated as the Redeveloper of the Phase Two Additional Public Parking

3.1.3 Conditional Designation of Redeveloper of Phase Three. The City has approved the Phase Three Concept Plan submitted by the Phase Two Redeveloper and has conditionally designated the Phase Two Redeveloper as the developer of Phase Three subject to below. The Phase Three Project will be developed on the Phase Three Land. The Redeveloper shall refine the Phase Three Concept Plan and develop a site plan which meets the requirements of the Long Branch zoning, subdivision and site plan ordinances (the "Full Site Plan") by September 30, 2007 for review and approval by the City, with approval of all parking and materials and appropriate developer givebacks. In the event that said agreement cannot be reached by that date, then the conditional designation shall cease. The Phase Two Redeveloper's designation for the Phase Three Project shall only become vested at such time as the City approves the Full Site Plan and the Project description shall be deemed amended to include the project described in the Full Site Plan approved by the Council of the City of Long Branch.

3. Section 3.10 is amended to add the following sentence:

A revised Parking Distribution Plan for Phase Two which may be subject to change is attached hereto as Exhibit 1, which is hereby substituted in place of Exhibit 3 in the Second Amendment. The revised Parking Distribution Plan will also be subject to planning board approval as part of the Phase Two Redeveloper's application to amend the previously granted major site plan and major subdivision approval for

Phase Two.

- 4 Section 5.1 Covenant to Convey City-Owned Parcel is hereby amended to add the following sentences at the end thereof:

The City covenants and agrees to convey Lot 1 in Block 222 to the Phase Two Redeveloper within twelve (12) months of the Phase Two Redeveloper's receipt of site plan approval for the Additional Phase Two Public Parking from the Planning Board of the City of Long Branch for a purchase price equal to the exempt assessed value of said lot as shown on the tax rolls of the City as of December 30, 2006. The City shall convey the parcel to the Phase Two Redeveloper by bargain and sale deed with covenants against grantor's acts within thirty (30) days of request by the Phase Two Redeveloper, free and clear of all liens, covenants, easements and restrictions, except for standard title exceptions and recorded restrictions which do not impair the use of the land for parking purposes. Any other parcel to be conveyed to the Phase Two Redeveloper which is acquired by the City through its powers of condemnation shall be governed by the provisions of Section 5.1.2 of the Original Agreement.

6. Section 5.7. Necessary Government Approvals is hereby amended to add the following:

The Phase Two Redeveloper will submit for all local, county and state approvals to amend prior approvals and/or such other permits or approvals for the (i) Additional Phase Two Public Parking within sixty (60) days from the date of entry into this Third Amendment and (ii) for Phase Three within one hundred and fifty (150) days of the City's approval of the Full Site Plan, provided however if either the City or the Phase Two Redeveloper does not own all of the land required for either phase by each such date and the Phase Two Redeveloper is unable to apply for or obtain any such approvals (or such approvals are rejected on appeal because the Phase Two Redeveloper is determined by the Long Branch Planning Board not to have standing to make any application), the Phase Two Redeveloper may resubmit such application after it has standing.

7. Section 5.12.1 Tax Abatement is hereby amended to provide that the City agrees to grant tax abatement/exemption for Phase Two under the Five Year Exemption and Abatement Law for the project to be developed on the Phase Two Land.

8. Section 5.13 Restrictions on Transfer is hereby amended to provide that the Phase Two Redeveloper is authorized to transfer its rights to develop the Phase Three Project to a new limited liability company with the identical ownership as the Phase Two Redeveloper, provided the Phase Two Redeveloper provides the City with written notice of such assignment, such notice to include a copy of the executed assignment and assumption agreement. Upon notification to the City of the assignment of the Phase Two Redeveloper's right to develop the Phase Three Project, the assignee shall be referred to as the "Phase Three Redeveloper".

9. Section 6.3. Vacation of Streets is hereby amended to include Melrose Terrace between Ocean Boulevard and Ocean Avenue and the expanded

roadway easement for both Melrose Terrace and Ocean Avenue as shown on Exhibit 1.

10. Section 6.3.1 is amended to add the following sentence:

The City agrees to accept the dedication of the reconfigured Melrose Terrace and Ocean Avenue, including the expanded right of way and additional public parking being provided thereupon as part of the approved Phase Two of the Project.

11. Except as amended hereby, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, each of the parties has executed this Third Amendment as of the date indicated above.

ATTEST:

CITY OF LONG BRANCH

By: _____
Adam Schneider
Mayor

ATTEST:

PIER VILLAGE DEVELOPMENT I, L.L.C.
By: Pier Village, L.L.C., its manager
By: Applied Pier Village, L.L.C., its manager

By: _____
Gregory Russo, Manager

ATTEST:

PIER VILLAGE DEVELOPMENT II, L.L.C.
By: Pier Village, L.L.C., its manager
By: Applied Pier Village, L.L.C., its manager

By: _____
Gregory Russo, Manager

ATTEST:

PIER VILLAGE LWAG, L.L.C.
By: Pier Village West, L.L.C.

By: _____
Gregory Russo, Manager

STATE OF NEW JERSEY)
)
COUNTY OF HUDSON)

I CERTIFY that on January _____, 2007, Gregory Russo personally came before me and he acknowledged under oath, to my satisfaction, that he is manager of Applied Pier Village, L.L.C., a New Jersey limited liability company, the sole member and manager of Pier Village, L.L.C., a New Jersey limited liability company which is the sole member and manager of Pier Village Development I, LLC, a New Jersey limited liability company, that he is the person named in and who executed the within instrument, that he signed and delivered (his document as the voluntary act and deed of the said limited liability company.

STATE OF NEW JERSEY)
)
COUNTY OF HUDSON)

I CERTIFY that on January _____, 2007, Gregory Russo personally came before me and he acknowledged under oath, to my satisfaction, that he is manager of Applied Pier Village, L.L.C., a New Jersey limited liability company, the sole member and manager of Pier Village, L.L.C., a New Jersey limited liability company which is the sole member and manager of Pier Village Development II, LLC, a New Jersey limited liability company, that he is the person named in and who executed the within instrument, that he signed and delivered (his document as the voluntary act and deed of the said limited liability company.

STATE OF NEW JERSEY)
)
COUNTY OF HUDSON)

I CERTIFY that on January _____, 2007, Gregory Russo personally came before me and he acknowledged under oath, to my satisfaction, that he is manager of Pier Village LWAG, L.L.C., a New Jersey limited liability company, that he is the person named in and who executed the within instrument, that he signed and delivered (his document as the voluntary act and deed of the said limited liability company.

STATE OF NEW JERSEY)
)
COUNTY OF MONMOUTH) ss

I CERTIFY that on January ____, 2007

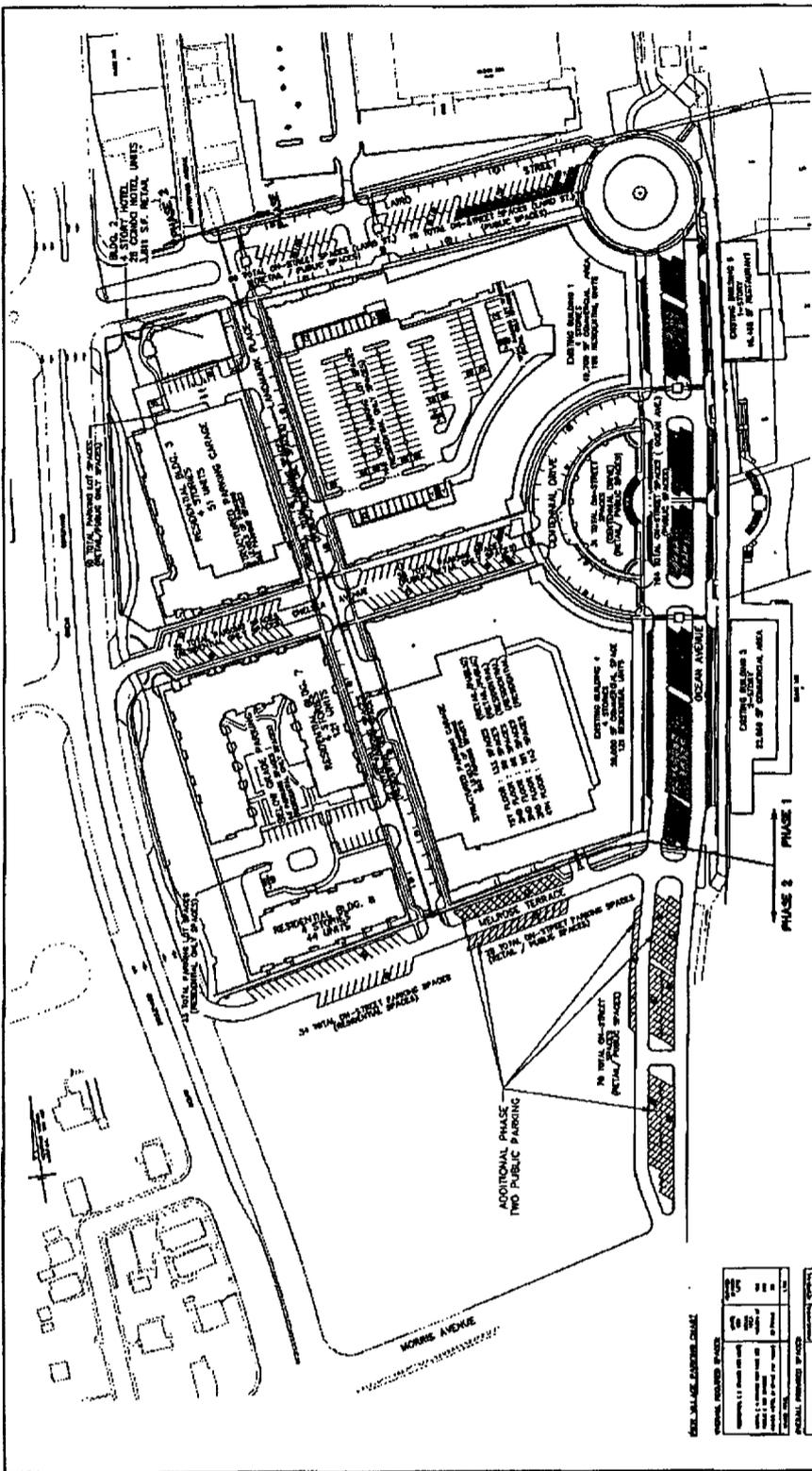
I am a notary public, an officer authorized to take acknowledgements and proofs in this State. On January __, 2007, Irene Joline (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and proved to my satisfaction that:

1. The Witness is the City Clerk of the City of Long Branch, New Jersey, a municipal corporation chartered under the laws of the State of New Jersey, and named in this document.
2. Adam Schneider, the officer who signed this Document, is Mayor of the City of Long Branch.
3. The making, signing, sealing and delivery of this document have been duly authorized by a proper resolution of the City Council of the City of Long Branch.
4. The Witness knows the corporate seal of the City of Long Branch. The seal affixed to this document is the corporate seal of the City of Long Branch. The Mayor signed and delivered this Document as and for the voluntary act and deed of the City of Long Branch. All this was done in the presence of the Witness who signed this document as the attesting witness. The Witness signs this proof to attest to the truth of these facts.

Irene Joline, City Clerk

Sworn to and signed before me
this _____ day of January, 2007.

EXHIBIT 1
PARKING PLAN



LEGEND

- PUBLIC PARKING SPACES
- ADDITIONAL PHASE TWO PUBLIC PARKING

NET VALUE PARKING CHANGE

Category	Phase 1	Phase 2	Total
Public Parking Spaces	11	11	22
Additional Phase Two Public Parking	0	0	0
Total	11	11	22

PROPOSED SPACES PHASE 1

Space No.	Area	Size	Notes
1
2
3
4
5
6
7
8
9
10
11

PROPOSED SPACES PHASE 2

Space No.	Area	Size	Notes
12
13
14
15
16
17
18
19
20
21
22

ARWOOD SITE PLAN PER VILLAGE PHASE 2

OVERALL PARKING DISTRIBUTION PLAN

DATE: 10/15/2011

SCALE: 1" = 100'

PROJECT: ARWOOD VILLAGE PHASE 2

DESIGNED BY: [Name]

CHECKED BY: [Name]

DATE: 10/15/2011

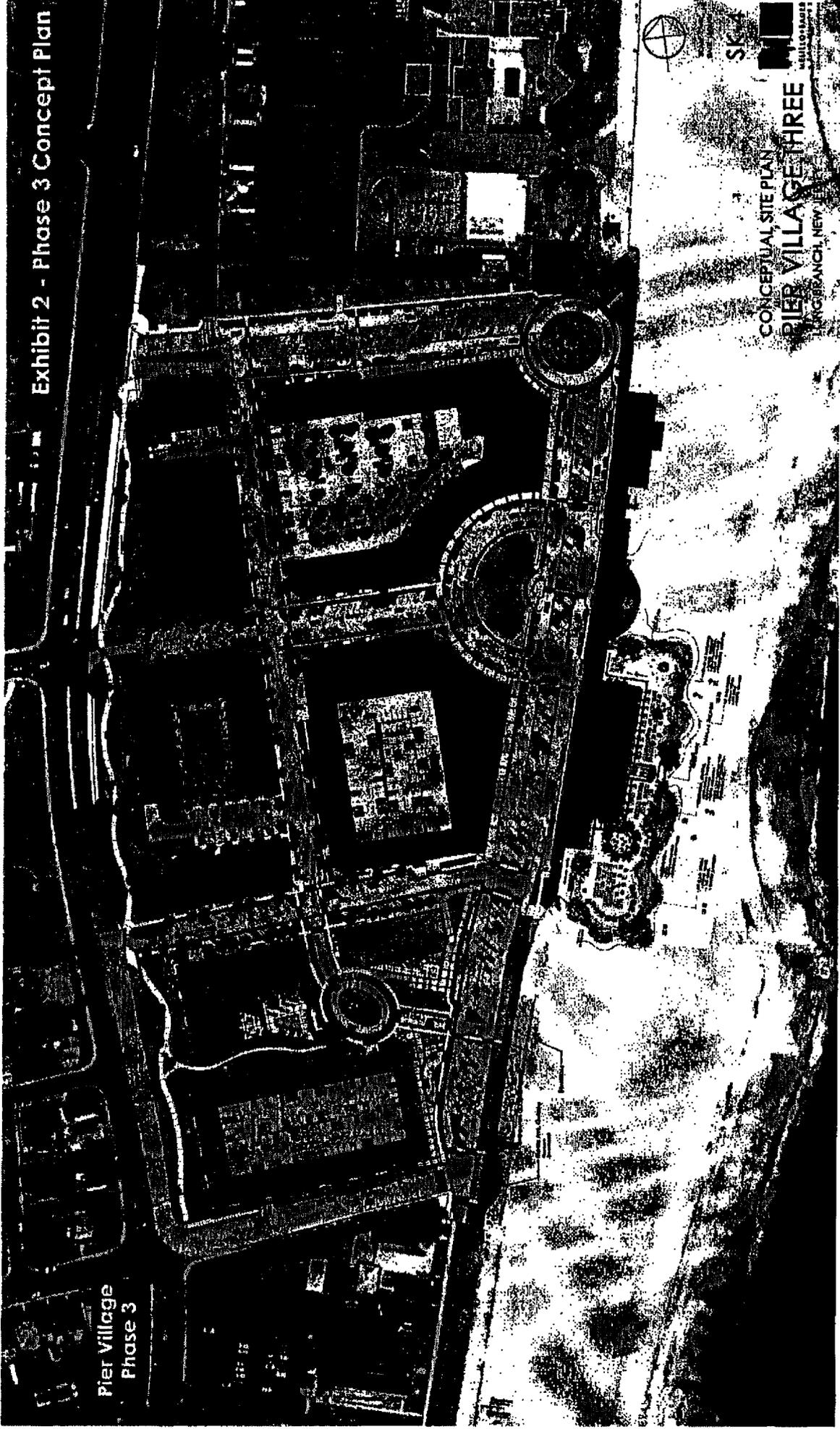


ARWOOD VILLAGE PHASE 2
 100' SCALE
 0 50 100 FEET

EXHIBIT 2

PHASE THREE CONCEPT PLAN

Exhibit 2 - Phase 3 Concept Plan



Pier Village
Phase 3



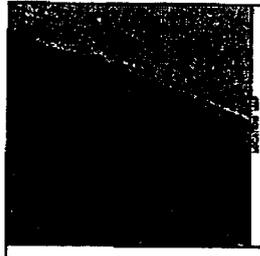
SKA



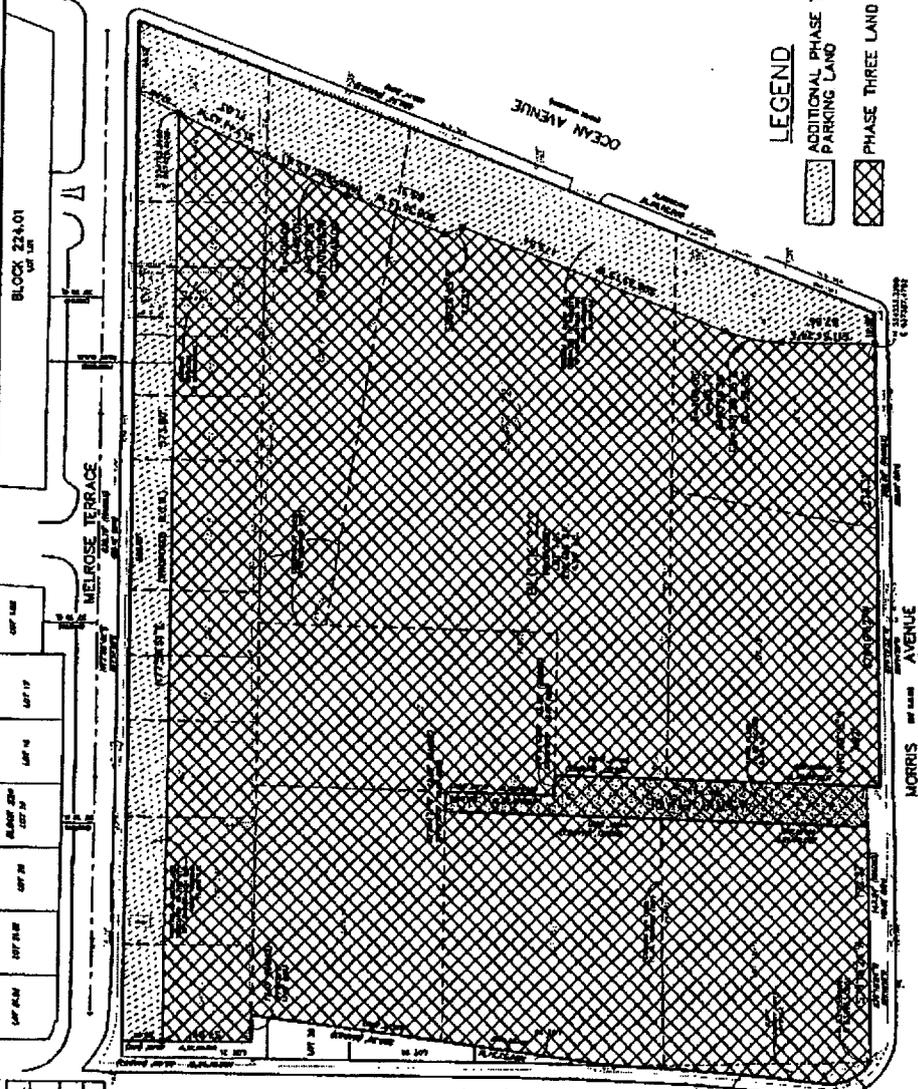
CONCEPTUAL SITE PLAN
PIER VILLAGE PHASE THREE
LARG BRANCH, NEW YORK

EXHIBIT 3

ADDITIONAL PHASE TWO PARKING LAND



THESE LOTS ARE TO BE DEVELOPED AS A COMMERCIAL CENTER AND ARE TO BE USED FOR THE PURPOSES OF OFFICE BUILDINGS, RETAIL STORES, AND OTHER COMMERCIAL STRUCTURES. THE LOTS ARE TO BE DEVELOPED IN PHASES AND THE PHASES ARE TO BE DEVELOPED IN THE ORDER INDICATED ON THIS MAP. THE LOTS ARE TO BE DEVELOPED IN PHASES AND THE PHASES ARE TO BE DEVELOPED IN THE ORDER INDICATED ON THIS MAP.



LEGEND
 ADDITIONAL PHASE TWO PARKING LAND
 PHASE THREE LAND

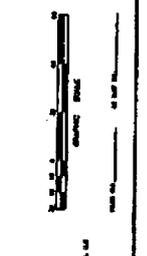
LOT NO.	AREA (SQ. FT.)	AREA (SQ. METERS)
LOT 1	10,000	929.03
LOT 2	10,000	929.03
LOT 3	10,000	929.03
LOT 4	10,000	929.03
LOT 5	10,000	929.03
LOT 6	10,000	929.03
LOT 7	10,000	929.03
LOT 8	10,000	929.03
LOT 9	10,000	929.03
LOT 10	10,000	929.03
LOT 11	10,000	929.03
LOT 12	10,000	929.03
LOT 13	10,000	929.03
LOT 14	10,000	929.03

OCEAN BOULEVARD
 (SEE CASE)

THESE LOTS ARE TO BE DEVELOPED AS A COMMERCIAL CENTER AND ARE TO BE USED FOR THE PURPOSES OF OFFICE BUILDINGS, RETAIL STORES, AND OTHER COMMERCIAL STRUCTURES. THE LOTS ARE TO BE DEVELOPED IN PHASES AND THE PHASES ARE TO BE DEVELOPED IN THE ORDER INDICATED ON THIS MAP. THE LOTS ARE TO BE DEVELOPED IN PHASES AND THE PHASES ARE TO BE DEVELOPED IN THE ORDER INDICATED ON THIS MAP.

FINAL MAP
LOT CONSOLIDATION PLAN
TAX MAP
 LOTS 1 THRU 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

LEGAL ENGINEERING, INC.
 1000 PINE STREET, SUITE 100
 PHOENIX, ARIZONA 85001
 PHONE: (602) 254-1111
 FAX: (602) 254-1112



MORRIS AVENUE

PHASE THREE LAND

ADDITIONAL PHASE TWO PARKING LAND

SHEET 1 OF 1



January 4, 2007

Job No. 500767000605

**DESCRIPTION OF ROAD DEDICATION
FOR MELROSE TERRACE
BLOCK 222
SITUATED IN
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY**

BEGINNING at a point of intersection of the Southerly line, (20.00 feet from centerline), Melrose Terrace. Said point being South 77 degrees 58 minutes 42 seconds West, a distance of 44.13 feet measured along said line of Melrose Terrace from its intersection with the Westerly line of Ocean Avenue. Thence running.

- 1) South 13 degrees 44 minutes 43 seconds West, a distance of 27.99 feet along the new Westerly line of Ocean Avenue to a point; thence
- 2) South 77 degrees 59 minutes 51 seconds West, a distance of 573.80 feet measured along the new Southerly line of Melrose Terrace to a point on the Easterly line of Lot 21, Block 222; thence
- 3) North 12 degrees 01 minute 18 seconds West, a distance of 25.01 feet measured along the Easterly line of Lot 21, Block 222 to a point on the aforementioned Southerly line, (20.00 feet from centerline), of Melrose Terrace; thence
- 4) North 77 degrees 58 minutes 42 seconds East, a distance of 585.97 feet measured along said line of Melrose Terrace to the point and place of **BEGINNING**.

Containing 14,560 Square Feet

Prepared By:

LGA ENGINEERING, INC.

R. Niels Sperling
Professional Land Surveyor
New Jersey License No. 27503

P:\JOBS\500767000605\Reports\Survey-Reports\Descriptions\Road Dedication Melrose Terrace 01-04-07.doc

<input checked="" type="checkbox"/>	750 Vassar Avenue	Lakewood, NJ 08701	P 732.961.2162	F 732.961.2163
<input type="checkbox"/>	51 Port Terminal Blvd.	Bayonne, NJ 07002	P 201.858.3700	F 201.858.3733



January 4, 2007

Job No. 500767000605

**DESCRIPTION OF ROAD DEDICATION
FOR OCEAN AVENUE
BLOCK 222
SITUATED IN
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY**

BEGINNING at a point of intersection of the Southerly line, (20.00 feet from centerline), Melrose Terrace with the Westerly line of Ocean Avenue. Thence running.

- 1) South 08 degrees 34 minutes 09 seconds West, a distance of 489.54 feet measured along the Westerly line of Ocean Avenue to a point on the Northerly line, (50.00 foot ROW), of Morris Avenue; thence
- 2) South 76 degrees 19 minutes 52 seconds West, a distance of 19.35 feet measured along said line of Morris Avenue to a point. Thence the following seven, 7, courses along the new Westerly line of Ocean Avenue
- 3) North 11 degrees 54 minutes 24 seconds West, a distance of 57.56 feet to a point of curvature; thence
- 4) Along a curve to the right having a radius of 100.00 feet, an arc length of 35.77 feet, a chord bearing of North 01 degree 39 minutes 35 seconds West and a chord distance of 35.58 feet to a point of tangency; thence
- 5) North 08 degrees 35 minutes 15 seconds East, a distance of 175.54 feet to a point; thence
- 6) North 36 degrees 24 minutes 45 seconds East, a distance of 11.31 feet to a point; thence
- 7) North 08 degrees 35 minutes 15 seconds East, a distance of 65.31 feet to a point of curvature; thence
- 8) Along a curve to the right having a radius of 500.00 feet, an arc length of 45.01 feet, a chord bearing of North 11 degrees 09 minutes 59 seconds East and a chord distance of 45.00 feet to a point of tangency; thence
- 9) North 13 degrees 44 minutes 43 seconds East, a distance of 99.02 feet to a point on the aforementioned line of Melrose Terrace; thence

<input checked="" type="checkbox"/>	750 Vassar Avenue	Lakewood, NJ 08701	P 732.961.2162	F 732.961.2163
<input type="checkbox"/>	51 Port Terminal Blvd.	Bayonne, NJ 07002	P 201.858.3700	F 201.858.3733

January 4, 2007

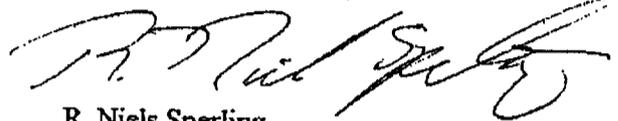
Job No. 500767000605
Page 2 of 2

- 10) North 77 degrees 58 minutes 42 seconds East, a distance of 44.13 feet to the point and place of **BEGINNING**.

Containing 21,663 Square Feet

Prepared By:

LGA ENGINEERING, INC.



R. Niels Sperling
Professional Land Surveyor
New Jersey License No. 27503

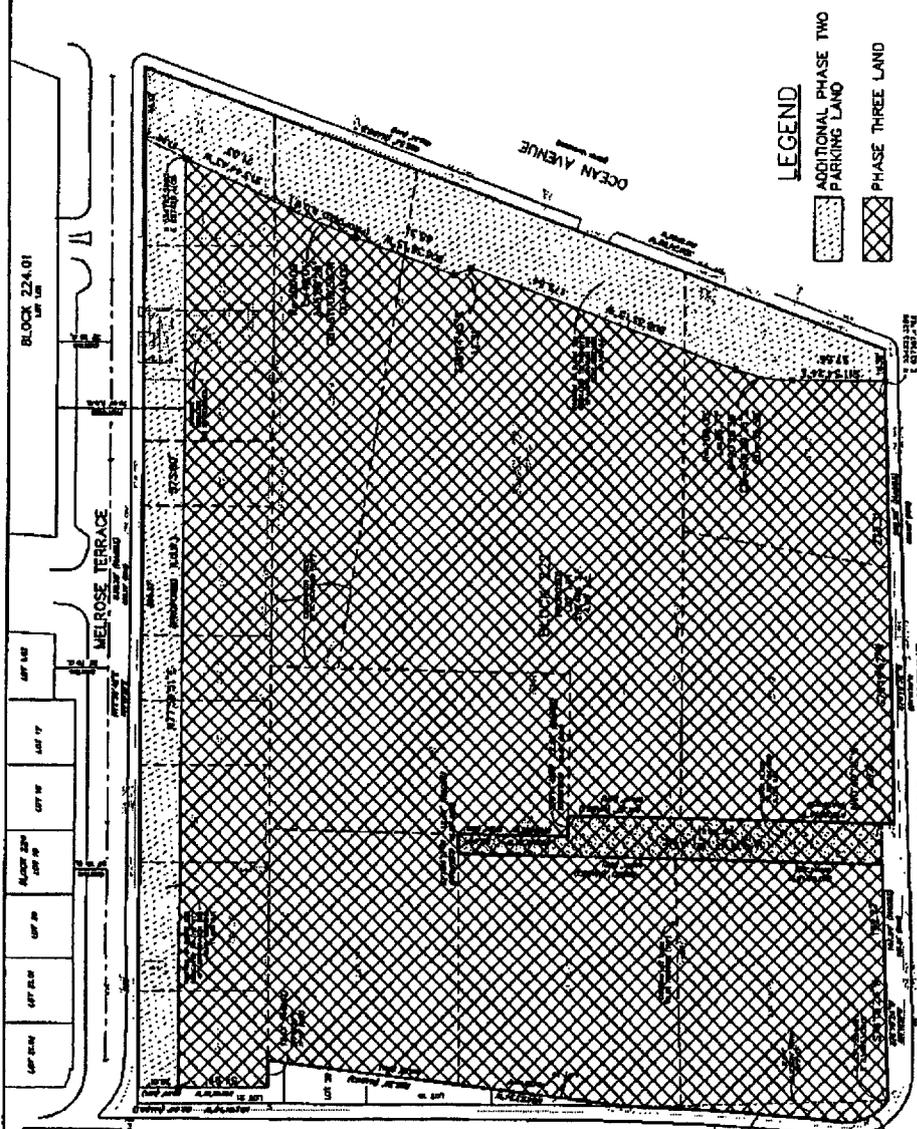
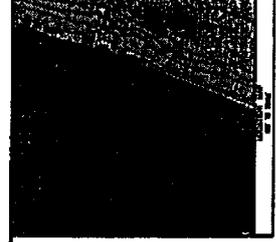
EXHIBIT 4
ACQUISITION PARCEL

EXHIBIT 4 - Acquisition Parcel

BLOCK 222, LOT 2 & 3

EXHIBIT 5

PHASE THREE LAND



LEGEND

ADDITIONAL PHASE TWO
PARKING LAND

PHASE THREE LAND

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

MORRIS AVENUE

OCEAN AVENUE

MELROSE TERRACE

FINAL MAP
LOT CONSOLIDATION PLAN
TAX MAP

LOTS 1 THRU 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

CITY OF LOS ANGELES, COUNTY OF SHERMAN, STATE OF CALIFORNIA

DATE: 11/15/2011

BY: [Signature]

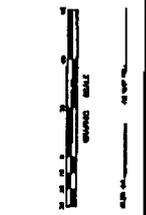
LEG LEGS ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEER

R. WELLS SPEARING, P.E., P.P.E.
REGISTERED PROFESSIONAL ENGINEER

CITY OF LOS ANGELES, COUNTY OF SHERMAN, STATE OF CALIFORNIA

DATE: 11/15/2011

BY: [Signature]



NOTICE: THIS MAP IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING PURPOSES.

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January 4, 2007

Job No. 500767000605

DESCRIPTION OF PROPERTY
P/O BLOCK 222
SITUATED IN
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY

BEGINNING at a point of intersection of the Southerly line, (20.00 feet from centerline), Melrose Terrace with the Westerly line of Ocean Avenue. Thence running.

- 1) South 08 degrees 34 minutes 09 seconds West, a distance of 489.54 feet measured along the Westerly line of Ocean Avenue to a point; thence
- 2) South 76 degrees 19 minutes 52 seconds West, a distance of 292.66 feet measured along the Northerly line, (50.00 foot ROW), of Morris Avenue; thence
- 3) North 10 degrees 49 minutes 18 seconds West, a distance of 201.87 feet measured along the Easterly line of Astor Place to a point; thence
- 4) North 78 degrees 14 minutes 42 seconds East, a distance of 87.50 feet to a point; thence
- 5) North 10 degrees 49 minutes 18 seconds West, a distance of 185.30 feet to a point; thence
- 6) South 77 degrees 58 minutes 42 seconds West, a distance of 261.00 feet to a point; thence
- 7) North 12 degrees 01 minutes 18 seconds West, a distance of 80.00 feet measured along the Easterly line of Lot 21, Block 222 to a point on the Southerly line of Melrose Terrace; thence.
- 8) North 77 degrees 58 minutes 42 seconds East, a distance of 630.10 feet measured along the Southerly line of Melrose Terrace to the point and place of **BEGINNING**.

Containing 170,211 Square Feet, 3.91 Acres

Prepared By:

LGA ENGINEERING, INC.

R. Niels Sperling
Professional Land Surveyor
New Jersey License No. 27503

P:\OBS\500767000605\Reports\Survey-Reports\Descriptions\PO Block 222 01-04-07.doc

<input checked="" type="checkbox"/>	750 Vassar Avenue	Lakewood, NJ 08701	P 732.961.2162	F 732.961.2163
<input type="checkbox"/>	51 Port Terminal Blvd.	Bayonne, NJ 07002	P 201.858.3700	F 201.858.3733

R# 47-07

**RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF
HELEN THOMPSON, 401 JOLINE AVENUE**

WHEREAS, the City of Long Branch entered into a City of Long Branch Moderate Income Homeowner Mortgage with Helen Thompson, 401 Joline Avenue, Long Branch, New Jersey, in the sum of \$6,500.00 on March 29, 1995; and

WHEREAS, said mortgage was recorded on August 24, 1995 in Mortgage Book 5840, Page 434; and

WHEREAS, a Mortgage Assignment was made to the State of New Jersey, Department of Community Affairs, Neighborhood Preservation Program; and

WHEREAS, said Mortgage Assignment was recorded on August 24, 1995 in Assignment of MB 717 Page 82; and

WHEREAS, pursuant to correspondence received from Tonya Medina of the Office of Community & Economic Development on February 2, 2007, that the homeowner has met the terms and conditions of the mortgage loan listed above and therefore is entitled to a Discharge of the Mortgage; and

WHEREAS, said Mortgage was assigned however the City of Long Branch has the ability to discharge the mortgage pursuant to information received from Jacob Jones, a copy of which is annexed as Exhibit A to this Resolution dated February 6, 2007.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be the same hereby is authorized to execute a Discharge of Mortgage for the premises known as 401 Joline Avenue, owned by Helen Thompson in the form annexed hereto and made a part hereof.

BE IT FURTHER RESOLVED that the Clerk of the City of Long Branch be and the same hereby is authorized to forward said cancelled mortgage to the Monmouth County Clerk's office for cancellation.

MOVED:
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:
NAYES:
ABSENT:
ABSTAIN:

Vazgadc\Shared\USERS\jr\Long Branch\Discharge of Mortgages\Thompson\Discharge.Mortgage.Thomson.doc

ANSELL ZARO
GRIMM & AARON
A PROFESSIONAL CORPORATION
CONSULTANTS AT LAW
1500 LAWRENCE AVENUE
SUITE 7507
DURHAM, N.C. 27707
TEL: 919.286.0002

Discharge of Mortgage

A certain Mortgage dated **March 29, 2005**, was made by
Helen Thompson

to
THE CITY OF LONG BRANCH

This Mortgage was made to secure payment of \$ **6,500.00** and interest. It was recorded or registered in the office of the county recording officer of **MONMOUTH** County, State of New Jersey, on **August 24, 2005**, in Mortgage Book **5840** on Page **434**.

1. This Mortgage has been **PAID IN FULL** or otherwise **SATISFIED** and **DISCHARGED**. It may now be discharged of record. This means that this Mortgage is now canceled and void.
2. I sign and **CERTIFY** to this Discharge of Mortgage on

Witnessed or Attested by: _____ (Seal)
ADAM SCHNEIDER, MAYOR

IRENE JOLINE, CITY CLERK (Seal)

STATE OF NEW JERSEY, COUNTY OF _____ SS:

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

Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF **MONMOUTH** SS:

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

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

RECORD AND RETURN TO:

Print name and title below signature

(For Recorder's Use Only)