

**WORKSHOP SESSION**

**CITY COUNCIL**

**OCTOBER 9, 2007**

**6:00 P.M.**

- 1 - PARIS GRANT PROGRAM - GERALD CARROLL**
- 2 - PIER VILLAGE TAX ABATEMENT - JEFF NADELL**
- 3 - REVIEW OF REGULAR MEETING AGENDA**

**ADMINISTRATIVE AGENDA**

**CITY COUNCIL**

**CITY OF LONG BRANCH**

**OCTOBER 9, 2007**

**ROLL CALL:**

DAVID G. BROWN, COUNCILMAN  
ANTHONY GIORDANO, COUNCILMAN  
BRIAN UNGER, COUNCILMAN  
DR. MARY JANE CELLI, 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:**

LITTLE LEAGUE

**READING AND APPROVAL OF PREVIOUS MINUTES:**

SEPTEMBER 25, 2007

**CONSIDERATION OF ORDINANCES:  
PUBLIC HEARING AND FINAL CONSIDERATION**

**#37-07** BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$2,610,000 FOR IMPROVEMENTS TO PROPERTY ACQUIRED FOR THE CREATION OF A MUNICIPAL PARK IN AND BY THE CITY OF LONG BRANCH IN THE COUNTY OF MONMOUTH, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$2,480,000 BONDS OR NOTES OF THE CITY FOR FINANCING PART OF THE APPROPRIATION (INTRODUCED: SEPTEMBER 25, 2007)

**#38-07** BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS BY THE CITY OF LONG BRANCH IN THE COUNTY OF MONMOUTH, NEW JERSEY APPROPRIATING THE AGGREGATE AMOUNT OF \$2,990,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,841,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF (INTRODUCED: SEPTEMBER 25, 2007)

**ORDINANCES FOR INTRODUCTION:**  
**PUBLIC HEARING SCHEDULED FOR OCTOBER 23, 2007**

**#39-07** AN ORDINANCE AMENDING 325-28 OF THE CITY OF LONG BRANCH ENTITLED SCHEDULE IV: PARKING PROHIBITED DURING CERTAIN HOURS DURING CERTAIN TIMES OF THE YEAR (EASTBOURNE AVENUE)

**#40-07** AN ORDINANCE GRANTING TAX EXEMPT STATUS ON A PHASE IN BASIS PURSUANT TO NJSA 40A: 21-1, ET SEQ., "FIVE YEAR EXEMPTION AND ABATEMENT LAW" TO PIER VILLAGE APPLIED LWAG, LLC FOR PHASE II OF THE REDEVELOPMENT OF AREA IN THE CITY OF LONG BRANCH DESIGNATED AS PIER VILLAGE

**PUBLIC PARTICIPATION:**

**RESOLUTIONS:**

**R265-07** APPROVING THE INACTIVE LIQUOR LICENSE RENEWAL OF LLOYDS RESTAURANT AND LOUNGE, INC. FOR THE 2007/2008 LICENSING TERM

**R266-07** RESOLUTION REGARDING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

**R267-07** RESOLUTION REQUESTING PARTICIPATION IN COUNTY - LED RECORDS MANAGEMENT NEEDS ASSESSMENT

**R268-07** RESOLUTION APPROVING 2006/07 AND 2007/08 LIQUOR LICENSE RENEWAL OF JRIB ASSOCIATES, INC. 1325-33-024-002

**R269-07** RESOLUTION APPROVING 2007/08 LIQUOR LICENSE RENEWAL OF RONS WEST END PUB, LLC (INACTIVE LICENSE) 1325-33-040-008

**R270-07** RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF DANIEL AND SANDRA WILLIAMS 192 BATH AVENUE, LONG BRANCH, NJ

**R271-07** RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT CONTRACT 06-123 (AMENDMENT) CLEAN SIDEWALKS PROJECT \$5,574.00

**R272-07** RESOLUTION SPECIAL ITEM OF REVENUE STATE OF NEW JERSEY SOLID WASTE ADMINISTRATION FY 2007 RECYCLING TONNAGE GRANT

**R273-07** RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF LONG BRANCH CANCELING ITS CONTRACT WITH MUNICIPAL INSPECTION CORPORATION FOR THIRD PARTY ELEVATOR INSPECTION SERVICES

**R274-07** RESOLUTION RELEASING GUARANTEES (LB SHORES DEVELOPMENT)

**R275-07** RESOLUTION RELEASING GUARANTEES (MONTEFORTE CONSTRUCTION)

**R276-07** RESOLUTION AUTHORIZING AUCTION OF CITY SURPLUS

**R277-07** RESOLUTION REFUND OF DUMPSTER FEE (BOTTINO)

**R278-07** RESOLUTION AUTHORIZING THE STATE OF NEW JERSEY TO ENFORCE ELEVATOR SUB CODE REGULATIONS

**R279-07** RESOLUTION APPROVAL PAYMENT OF BILLS

**R280-07** RESOLUTION OF INTERPRETATION THAT PROPOSED CONSTRUCTION OF A SECOND HOTEL TOWER FOR THE HOTEL CAMPUS REDEVELOPMENT ZONE IS CONSISTENT WITH REDEVELOPMENT PLAN DESIGN GUIDELINES

**APPLICATIONS:**

1. APPROVAL OF TWO (2) RAFFLE LICENSES FOR FAMILY PROMISE OF MONMOUTH COUNTY, INC.
2. APPROVAL OF JUSTIN BRAND AS A MEMBER OF THE WEST END ENGINE COMPANY

**MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER**

**ADJOURNMENT**

39-07

**Ordinance No.**

**ORDINANCE AMENDING §325-28 OF THE CITY OF LONG BRANCH ENTITLED  
"SCHEDULE IV: PARKING PROHIBITED DURING CERTAIN HOURS DURING  
CERTAIN TIMES OF THE YEAR.**

**WHEREAS**, ordinance 325—28 Schedule IV prohibited parking during certain hours and during certain times of the year within the City of Long Branch; and

**WHEREAS**, the Public Safety Director has received a request for parking request on Eastbourne Avenue that is necessitated due to the opening of the new High School on Indiana Avenue and;

**WHEREAS**, the traffic bureau served by communication of September 6, 2007, a copy of which is annexed hereto have observed a parking problem on Eastbourne Avenue and;

**WHEREAS**, once vehicles are parked on both sides of the street, the street becomes a single lane roadway and;

**WHEREAS**, teachers as well as students are parking on Eastbourne Avenue and;

**WHEREAS**, the traffic safety unit requests that parking be restricted during school hours and school days on Eastbourne Avenue; and

**WHEREAS**, the traffic bureau advises that they have already spoken with residents in the area and that they have endorsed the proposed restrictions; and

**WHEREAS**, the proposed amendment would prohibit parking on both sides of Eastbourne Avenue during the school day between 8AM and 4PM between the railroad tracks extending west to Indiana Avenue, its entire length; and

**WHEREAS**, a diagram of the proposed restricted parking is annexed hereto as Exhibit B and;

**WHEREAS**, do to the urgency that exists with respect to the change in this ordinance that being that a single lane of traffic on a two lane road would cause an imminent danger and create an opportunity for traffic accidents and potential injuries, it is requested that the twenty (20) day waiting period after adoption of the ordinance is requested to be waived and;

**WHEREAS**, Title 40: 69A-181b allows for such waiting period to be waived,

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Long Branch that Ordinance 325-28 Schedule IV Parking Prohibited During Certain Hours During Certain Times of

the Year of the Code of the City of Long Branch be and is hereby amended to include the following:

A. In accordance with the provisions of 325-3E, no person shall park a vehicle between the hours specified upon any of the following streets on a legal school day from September 1 to June 30, inclusive:

**Name of Street**

**Direction of Travel**

Eastbourne Avenue

Railroad Tracks extending West to Indiana Avenue entire length on both sides of the street from 8:00 a.m. to 4:00 p.m., Monday through Friday from September 1<sup>st</sup> to June 30<sup>th</sup> annually.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon adoption in accordance with N.J.S.A. 40:69A-181b pursuant to the reasons set forth in the whereas clauses of this ordinance.

**BE IT FURTHER ORDAINED** that Exhibit B be annexed to the amended ordinance which is the diagram of the proposed no parking area.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

\_\_\_\_\_  
IRENE JOLINE, CITY CLERK

\_\_\_\_\_  
ADAM SCHNEIDER, MAYOR

ANSELL ZARO  
GRIMM & AARON  
A PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW  
1500 LAWRENCE AVENUE  
CN 7807  
OCEAN, N.J. 07712  
(732) 922-1000

# EXHIBIT A



CITY OF LONG BRANCH  
OFFICE OF THE DIRECTOR OF PUBLIC SAFETY

344 BROADWAY  
LONG BRANCH, NEW JERSEY 07740  
(732) 222-1000  
FAX (732) 728-0738



TO: Howard H. Woolley, Jr.  
Business Administrator

FROM: William A. Richards  
Director of Public Safety

RE: Eastbourne Avenue Proposed Ordinance

DATE: September 6, 2007

We have a request from our Traffic Safety Bureau that the review, and presumably the passage, of this proposed ordinance be expedited, in light of evolving traffic concerns, related to the opening of the new high school.

  
William A. Richards  
Director of Public Safety

WAR/sam

cc: Irene Joline, City Clerk



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

To: Director W. Richards

From: P.T.L. Cesare Simonelli #298  
Traffic Safety

Subject: Parking Restriction Eastbourne Ave

Date: September 6, 2007

Director,

In light of the opening of the New High School on Indiana Ave. We the Traffic Safety Division have observed a parking problem on Eastbourne Ave. Once vehicles are parked on both sides of the street. It now becomes a single lane roadway. Teachers as well as students are parking here. It is at the request of the Traffic Safety Unit that parking be restricted during school hours and school days. We already have spoken with the residents and they have indorsed our proposed restrictions. If this proposal meets your approval please forward this packet to the City Clerk, so that it can be placed on the Counsel agenda.

Respectfully,

*P.O. Cesare Simonelli #298*  
P.T.L. Cesare Simonelli #298  
Traffic Safety Burea



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

**Proposed ordinance, 325-28. Schedule IV: Parking Prohibited During Certain Hours During Certain Times Of The Year.**

**A. In accordance with the provisions of 325-3E, No person shall park a vehicle between the hours specified upon any of the following streets on a legal school day from September 1 to June 30, inclusive:**

<u>Name of Street</u>	<u>Side</u>	<u>Time Limit</u>	<u>Location</u>
Eastbourne Ave	Both	School Day 8AM-4PM	Railroad Tracks extending West to Indiana Ave Entire Length

# EXHIBIT B

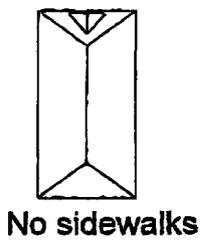
PAGE \_\_\_\_\_ OF \_\_\_\_\_

<b>STATE OF NEW JERSEY</b> <b>MOTOR VEHICLE CRASH DIAGRAM</b>	Police Agency <u>Indiana ave. &amp; Eastbourne Ave.</u> Station _____ Case No. _____
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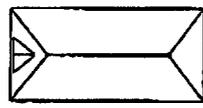
Long Branch High School Property

Indiana Ave.

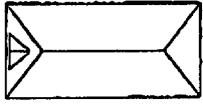
No through Traffic



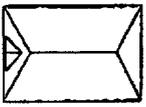
Proposed No Parking 8am-4pm School Days



No sidewalks



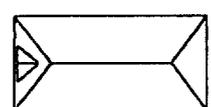
Eastbourne Ave.



Only one vehicle can pass under trestle at a time.

Only 7'1" Clearance

Eastbourne wider on East side



TRAFFIC UNIT

Officer's Signature

Badge Number

NJTR-1B

40-07

Ordinance No.

**ORDINANCE GRANTING TAX EXEMPT STATUS ON A PHASE-IN BASIS PURSUANT TO N.J.S.A. 40A:21-1, ET SEQ., "FIVE YEAR EXEMPTION AND ABATEMENT LAW" TO PIER VILLAGE APPLIED LWAG, LLC FOR PHASE II OF THE REDEVELOPMENT OF AREA IN THE CITY OF LONG BRANCH DESIGNATED AS PIER VILLAGE**

**WHEREAS**, the City of Long Branch ("City") has entered into a Third Amendment to the Amended and Restated Redevelopment Agreement ("Third Amendment") with Pier Village, LLC for Phase II of the redevelopment of the Pier Village area in the City of Long Branch ("Pier Village Redevelopment Project"); and

**WHEREAS**, Pier Village Applied LWAG, LLC, was assigned the development rights by Pier Village, LLC as to the second phase of the redevelopment ("Phase II"); and

**WHEREAS**, pursuant to Section 5.12.1 of the Third Amendment, the City has agreed contractually to certain short term tax abatements as an incentive to effectuate continuation and completion of the Pier Village Redevelopment Project in furtherance of the goals and objectives of the Redevelopment Plan and the Third Amendment; and

**WHEREAS**, the City has determined that it is in the best long term interest of the City to grant a short term tax abatement and enact this Ordinance to allow Pier Village Applied LWAG, LLC to obtain a program for payments in lieu of taxes; and

**WHEREAS**, the Pier Village Redevelopment Project will result in significant benefits to the City by attracting additional residents to live and work in the Oceanfront area and provide housing in the area. In addition, the Project will realize additional public parking and an attractive and desirable commercial area and such benefits are greater to the City than any short term effects associated with the proposed tax abatement, if any; and

**WHEREAS**, the abatement only covers improvements and all local taxes shall continue;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Long Branch as follows:

1. Pier Village Applied LWAG, LLC, which exclusively holds the development rights for Phase II of the Pier Village Redevelopment Project, is hereby granted tax exempt status on a tax phase-in basis, pursuant to N.J.S.A. 40A:21-1, et seq., such exemption to commence **upon the substantial completion of the structure(s) as they relate to each block and lot** in Phase II of the Project, which shall consist of proposed **Block 225.03, Lot 2.03 (Buildings 7 and 8)**,

and proposed **Block 290.01, Lot 1.08 (Building 3 and parking garage), and Lot 1.10 (Building 2)** and shall be structured as follows:

- (a) In the first full tax year after completion of the Project, no payment in lieu of taxes shall be required;
- (b) In the second tax year, 20% of taxes otherwise due shall be paid by Pier Village Applied LWAG, LLC;
- (c) In the third tax year, 40% of taxes otherwise due shall be paid by Pier Village Applied LWAG LLC;
- (d) In the fourth tax year, 60% of taxes otherwise due shall be paid by Pier Village Applied LWAG, LLC;
- (e) In the fifth tax year, 80% of taxes otherwise due shall be paid by Pier Village Applied LWAG, LLC.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately after the final passage and publication as required by law.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

\_\_\_\_\_  
IRENE JOLINE, CITY CLERK

\_\_\_\_\_  
ADAM SCHNEIDER, MAYOR

R# 265-07

**RESOLUTION APPROVING THE  
INACTIVE LIQUOR LICENSE OF  
LLOYDS RESTAURANT AND LOUNGE, INC.  
FOR THE 2007/2008 LICENSING TERM**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby approve the inactive liquor license held by Lloyds Restaurant & Lounge Inc. for the 2007/2008 licensing term.

**MOVED:  
SECONDED:**

**AYES:  
NAYS:  
ABSENT:  
ABSTAIN:**



**State of New Jersey**  
**DEPARTMENT OF THE TREASURY**  
**DIVISION OF TAXATION**  
**PO BOX 245**  
**TRENTON, NJ 08695-0245**

**ALCOHOLIC BEVERAGE RETAIL LICENSEE**  
**CLEARANCE CERTIFICATE**  
**(RENEWAL)**

September 24, 2007

LIQUOR LICENSE NUMBER: 1325-33-043-010  
SALES TAX REGISTRATION NUMBER: 009562000000

LLOYDS RESTAURANT & LOUNGE INC

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

**NOT TO BE USED FOR TRANSFERS**

Maureen Adams  
Acting Director, Division of Taxation

LLOYDS RESTAURANT & LOUNGE

100 BRIGHTON AVENUE

LLOYDS RESTAURANT & LOUNGE, INC.

OWNERS:

PERSAUD ROOKMATIE

STATE LICENSE #:

1325-33-043-010

TRANSFERRED ON:

JUNE 13, 2006

STATUS:

INACTIVE - LAST DAY USED WAS 4/17/05

PHONE#:

**No special ruling needed for 07/08**

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State of New Jersey  
County of Monmouth  
City of Long Branch

R# 266-07

Resolution

WHEREAS, in Homeland Security Presidential Directive (HSPD) 5, the President of the United States of America directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, and Local governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the 9-11 Commission recommended adoption of a standardized incident command system; and

WHEREAS, it is necessary that all Federal, State, and Local emergency management agencies and other public safety agencies coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient incident management it is critical that Federal, State, and Local organizations utilize standard terminology, standardized organizational structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities, and resources will improve the ability to utilize State and Federal funding to enhance County and Local agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the State, County, and Local Municipalities, including all public safety and emergency response organizations training programs; and

WHEREAS, over fifty Federal grant programs mandate that NIMS be adopted as a prerequisite for obtaining these grants;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Branch hereby mandates that the National Incident Management System (NIMS) be utilized for all incident management in the City of Long Branch.

BE IT FURTHER RESOLVED, that this resolution take effect immediately.

R# 267-07

**RESOLUTION REQUESTING PARTICIPATION IN COUNTY-LED  
RECORDS MANAGEMENT NEEDS ASSESSMENT**

**WHEREAS**, the State of New Jersey has launched its pioneering Public Archives and Records Infrastructure Support (PARIS) grant program to meet the strategic records management, preservation and storage needs of county and municipal governments; and

**WHEREAS**, the State Records Committee (SRC), New Jersey Division of Archives and Records Management (DARM) and the Corzine administration have all declared shared services of utmost priority and importance with the goal of saving taxpayers dollars; and

**WHEREAS**, the SRC has declared that projects that call for the county government to provide for a records needs assessment, inventory and strategic plan for all constituent municipalities within their government to be of high priority for the PARIS program; and

**WHEREAS**, the City of Long Branch is interested in pursuing records management shared services with the County of Monmouth and acknowledges that a comprehensive records management needs assessment is an essential building block of our own records management program; and

**WHEREAS**, doing so will allow the county to pursue an efficient and centralized records management program; and

**WHEREAS**, apply for such will give the county a higher competitive edge during the application and grant review process.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long branch that the City Council encourages the Board of Chosen Freeholders of the County of Monmouth to agree to conduct a comprehensive needs assessment for the City of Long Branch.

**BE IT FURTHER RESOLVED** that the Clerk forward a certified true copy of this resolution to Mark E, Acker, Director of Finance, County of Monmouth.

MOVED:  
SECONDED:  
AYES:  
NAYES:  
ABSENT:  
ABSTAIN:

R# 268-07

**RESOLUTION APPROVING 2006 / 07 AND 2007/08  
LIQUOR LICENSE RENEWAL OF JRIB ASSOCIATES, INC.  
1325-33-024-002**

**WHEREAS**, JRIB Associates, Inc. had filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2006/07 and 2007/08 license term; and

**WHEREAS**, on September 21, 2007 the Division of ABC sent a ruling determining that good cause exists for the City to consider the renewal application for both the 2006/07 and 2007/08 license term; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Long Branch that they hereby approve the license held by JRIB Associates, Inc. state license # 1325-33-024-002 for the 2006/07 and 2007/08 license term.

**MOVED:**  
**SECONDED:**

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



JON S. CORZINE  
GOVERNOR

STATE OF NEW JERSEY  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL  
P.O. Box 087  
TRENTON, NJ 08625-0087  
PHONE: (609) 984-2830 FAX: (609) 633-6078  
HTTP://WWW.NJ.GOV/LPS/ABC

ANNE MILGRAM  
ATTORNEY GENERAL

JERRY FISCHER  
DIRECTOR

September 21, 2007

RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE  
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39  
FOR THE 2006-2007 and 2007-2008 LICENSE TERM(S);  
LIC. NO. 1325-33-024-002  
LIC. NAME: JRIB Associates Inc  
Docket No. 07-08-5128

Dear Petitioner:

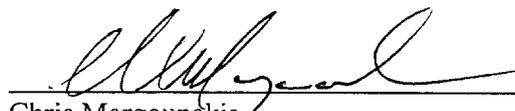
Enclosed please find a Special Ruling to permit consideration of a renewal application for the above-referenced inactive license pursuant to N.J.S.A. 33:1-12.39. As noted in the enclosed document, this Ruling merely determined that good cause exists for the issuing authority to consider your application. It is now within the purview of the local issuing authority to either grant or deny your renewal application in the reasonable exercise of its discretion.

Be advised that if your license is merely inactive and is sited at a premises, in order to activate this license during any of the license terms referenced above, you are required to file an amendment to your license application pursuant to N.J.A.C. 13:2-2.14. To properly file the amendment, pages 1, 2, and 11 of the 12 page license application must be filed with the local issuing authority not more than 10 days prior to, or 10 days after, opening the business. The local issuing authority will then present you with a current license certificate which must be prominently displayed where it can be readily seen by customers. N.J.A.C. 13:2-23.13(a)1.

However, if your license is a "pocket license," (a license not sited at a premises) and you wish to activate your license at a premises during any of the license terms referenced above, you must file a full 12-page application transferring the license from "pocket" status to the intended premises. Please contact your local issuing authority to comply with all requirements regarding the transfer.

I suggest that you contact the local issuing authority immediately to determine what steps are necessary to complete your license application renewal process.

Very truly yours,

  
Chris Margounakis  
Executive Assistant

c: ABC Licensing Bureau  
City of Long Branch Clerk w/ License Certificate



**STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL**

LIC. NO. 1325-33-024-002

DOCKET NO. 07-08-5128

IN THE MATTER OF THE )  
APPLICATION TO PERMIT THE )  
RENEWAL OF AN INACTIVE LICENSE )  
PURSUANT TO N.J.S.A. 33:1-12.39 FOR )  
THE 2006-2007 and 2007-2008 LICENSE )  
TERM(S) )  
)  
)  
)  
JRIB Associates Inc )

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SPECIAL RULING

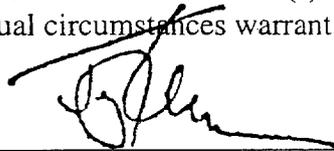
BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 1325-33-024-002 for the 2006-2007 and 2007-2008 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

I have reviewed the petition filed in this matter and have considered all the facts and circumstances related to the inactive status of this license. I find that the petitioner or licensee has established good cause in accordance with the statutory requirements to warrant an application for renewal of the license for the 2006-2007 and 2007-2008 license term(s).

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2006-2007 and 2007-2008 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal.

Please note that the approval granted herein is conditional, and is based upon the representations set forth in the petitioner's notarized letter(s). This approval is subject to review and/or modification should the factual circumstances warrant.



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JERRY FISCHER  
DIRECTOR

DATED: September 21, 2007

OFF BROADWAY COCKTAIL LOUNGE  
12 FOURTH AVENUE

JRIB ASSOCIATES, INC.

OWNERS:

IRENE BOWERS

JAMES ROBERSON, R.

STATE LICENSE #:

1325-33-024-002

STATUS:

INACTIVE - LAST USED 6/26/04

PHONE #:

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R# 269-07

**RESOLUTION APPROVING 2007/08  
LIQUOR LICENSE RENEWAL OF RONS WEST END PUB, LLC  
(INACTIVE LICENSE)  
1325-33-040-008**

**WHEREAS**, Rons West End Pub, LLC had filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2007/08 license term; and

**WHEREAS**, on September 21, 2007 the Division of ABC sent a ruling determining that good cause exists for the City to considerer the renewal application for both the 2007/08 license term; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Long Branch that they hereby approve the license held by Rons West End Pub, LLC state license # 1325-33-040-008 for the 2007/08 license term.

**MOVED:**

**SECONDED:**

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**



JON S. CORZINE  
GOVERNOR

STATE OF NEW JERSEY  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

ANNE MILGRAM  
ATTORNEY GENERAL

JERRY FISCHER  
DIRECTOR

P.O. Box 087  
TRENTON, NJ 08625-0087  
PHONE: (609) 984-2830 FAX: (609) 633-6078  
HTTP://WWW.NJ.GOV/LPS/ABC

September 21, 2007

RE: SPECIAL RULING TO PERMIT RENEWAL OF INACTIVE  
LICENSE PURSUANT TO N.J.S.A. 33:1-12.39  
FOR THE 2007-2008 LICENSE TERM(S);  
LIC. NO. 1325-33-040-008  
LIC. NAME: Rons West End Pub LLC  
Docket No. 08-07-5122

Dear Petitioner:

Enclosed please find a Special Ruling to permit consideration of a renewal application for the above-referenced inactive license pursuant to N.J.S.A. 33:1-12.39. As noted in the enclosed document, this Ruling merely determined that good cause exists for the issuing authority to consider your application. It is now within the purview of the local issuing authority to either grant or deny your renewal application in the reasonable exercise of its discretion.

**Be advised that if your license is merely inactive and is sited at a premises, in order to activate this license** during any of the license terms referenced above, you are required to file an amendment to your license application pursuant to N.J.A.C. 13:2-2.14. To properly file the amendment, pages 1, 2, and 11 of the 12 page license application must be filed with the local issuing authority not more than 10 days prior to, or 10 days after, opening the business. The local issuing authority will then present you with a current license certificate which must be prominently displayed where it can be readily seen by customers. N.J.A.C. 13:2-23.13(a)1.

**However, if your license is a "pocket license," (a license not sited at a premises) and you wish to activate your license at a premises** during any of the license terms referenced above, you must file a full 12-page application transferring the license from "pocket" status to the intended premises. Please contact your local issuing authority to comply with all requirements regarding the transfer.

I suggest that you contact the local issuing authority immediately to determine what steps are necessary to complete your license application renewal process.

Very truly yours,

Chris Margounakis  
Executive Assistant

c: ABC Licensing Bureau  
City of Long Branch Clerk w/ License Certificate



**STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL**

LIC. NO. 1325-33-040-008

DOCKET NO. 08-07-5122

IN THE MATTER OF THE )  
APPLICATION TO PERMIT THE )  
RENEWAL OF AN INACTIVE LICENSE )  
PURSUANT TO N.J.S.A. 33:1-12.39 FOR )  
THE 2007-2008 LICENSE TERM(S) )  
)  
)  
)  
Rons West End Pub LLC )  
\_\_\_\_\_ )

SPECIAL RULING

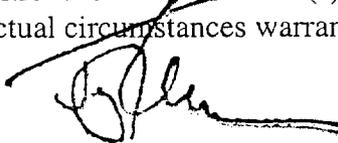
BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 1325-33-040-008 for the 2007-2008 license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

I have reviewed the petition filed in this matter and have considered all the facts and circumstances related to the inactive status of this license. I find that the petitioner or licensee has established good cause in accordance with the statutory requirements to warrant an application for renewal of the license for the 2007-2008 license term(s).

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2007-2008 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal.

Please note that the approval granted herein is conditional, and is based upon the representations set forth in the petitioner's notarized letter(s). This approval is subject to review and/or modification should the factual circumstances warrant.



\_\_\_\_\_  
JERRY FISCHER  
DIRECTOR

DATED: September 21, 2007

RONS WEST END PUB LLC

NO PREMISE

INDIVIDUAL:

RANDALL HEINZMAN

RONALD HEINZMAN

STATE LICENSE #:

1325-33-040-007

TRANSFERRED ON:

FEBRUARY 11, 2003

STATUS:

INACTIVE

PHONE #:

R# 270-07

**RESOLUTION AUTHORIZING CANCELLATION OF MORTGAGE OF DANIEL AND SANDRA WILLIAMS 192 BATH AVENUE , LONG BRANCH, NEW JERSEY**

**WHEREAS**, the City of Long Branch entered into a City of Long Branch RCA Lien with Daniel and Sandra Williams, 192 Bath Avenue, Long Branch, New Jersey, in the sum of \$13,170.00 on September 10, 2001; and

**WHEREAS**, said mortgage was recorded on September 29, 2001 in Mortgage Book OR-8053, Page 7614; and

**WHEREAS**, pursuant to correspondence received on September 21, 2007 from Tonya Medina of the Office of Community & Economic Development, the homeowners have met the terms and conditions of the mortgage loan listed above and therefore are entitle to a Discharge of the RCA Lien.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute a Discharge of Mortgage in the amount \$13,170.00 recorded on September 29, 2001 in Mortgage Book OR-8053 Page 7614, previously loaned to Daniel and Sandra Williams , 192 Bath Avenue, Long Branch, New Jersey, in the form annexed hereto and made a part hereof; and

**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:

# Discharge of Mortgage

A certain Mortgage dated **September 10, 2001**, was made by  
**DANIEL AND SANDRA WILLIAMS**  
**192 BATH AVENUE**  
to  
**City of Long Branch**

This Mortgage was made to secure payment of \$ **14,825.00** and interest. It was recorded or registered in the office of the county recording officer of **Monmouth** County, State of New Jersey, on **September 29, 2001**, in Mortgage Book **OR-8053** on Page **7614**.

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:

\_\_\_\_\_  
**Howard Woolley, Administrator** (Seal)

\_\_\_\_\_  
**Irene Joline, City Clerk**

\_\_\_\_\_  
**Adam Schneider, Mayor** (Seal)

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) 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

**Howard Woolley**

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 **Administrator**

of **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:

**James G. Aaron, Esq.**  
**Ansell, Zaro, Grimm & Aaron**  
**1500 Lawrence Avenue CN 7807**  
**Ocean, New Jersey 07712**

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

# ANSELL ZARO GRIMM & AARON

A PROFESSIONAL CORPORATION

COUNSELORS AT LAW

1500 LAWRENCE AVENUE  
CN7807

OCEAN, NEW JERSEY 07712  
732-922-1000

GENERAL FAX  
732-922-6161

CLIFTON OFFICE  
341 BROAD STREET  
CLIFTON, NEW JERSEY 07013  
973-247-9000  
973-247-9199 (FAX)

WEBSITE:  
www.ansellzaro.com

NEWARK OFFICE  
60 PARK PLACE  
NEWARK, NEW JERSEY 07102  
973-642-1801  
973-642-0310 (FAX)

FREDERICK C. RAFFETTO\*  
KRISTINE M. BERGMAN\*  
JASON S. KLEIN\*  
MELANIE J. SCROBLE  
BARRY M. CAPP\*  
LYNNE PETILLO  
DOUGLAS A. DAVIE\*  
GREG S. GARGULINSKI\*  
PHYLLIS BARKER\*  
WILLIAM E. THRONE, IV\*  
ANDREW J. PROVENCE\*  
HUSSAM CHATER\*

COUNSEL  
GORDON N. LITWIN  
ROBERT I. ANSELL  
LISA GOLDWASSER\*

LICENSED ALSO IN:  
ADC • MA • NY • CA  
• PA • FL • IL

† FELLOW, AMERICAN ACADEMY  
OF MATRIMONIAL LAWYERS  
‡ CERTIFIED BY THE SUPREME COURT  
OF NEW JERSEY AS A CIVIL TRIAL  
ATTORNEY  
§ CERTIFIED BY THE SUPREME COURT  
OF NEW JERSEY AS A CRIMINAL  
TRIAL ATTORNEY

DAVID K. ANSELL†  
RICHARD B. ANSELL†  
JEROLD L. ZARO\*  
PETER S. FAIVQ, JR.  
JAMES C. AARON  
PETER B. GRIMM  
MITCHELL J. ANSELL  
BRIAN E. ANSELL  
ALLISON ANSELL RYAN\*\*  
MICHAEL V. BENEDETTO  
DOUGLAS J. KATICH\*\*  
HAROLD GOLDMAN  
DAVID B. ZOLOTOROFF  
KEVIN T. CORCORAN\*  
DONNA L. MAUL  
RICK BRODSKY\*  
LAWRENCE H. SHAPIRO\*\*  
ROBERT A. HONECKER, JR.\*\*  
EDWARD J. AHEARN\*\*  
JENNIFER S. KRIMKO  
GEORGE G. WHITMORE

IN MEMORIAM:  
LEON ANSCHELEWITZ (1929-1998)  
MAX M. BARR (1929-1993)  
MILTON M. ABRAMOFF (1935-2004)  
STEVEN J. BRODMAN (2004-2006)

September 27, 2007

Direct dial 732-643-5201  
Please fax to (732) 922-1205

VIA Fax 732-222-8835 ONLY

Ms. Kathy L. Schmelz, Deputy Municipal Clerk  
City of Long Branch  
Municipal Building  
344 Broadway  
Long Branch, NJ 07740

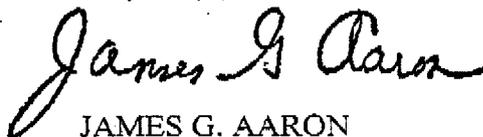
RE: **DISCHARGE OF MORTGAGE: Daniel & Sandra Williams**  
**192 Bath Avenue, Long Branch, NJ 07740**  
**File No. 4000-304**

Dear Kathy:

Enclosed please find a copy of the Resolution and Discharge of Mortgage with regard to the above-referenced property. Please have this put on the agenda for the October 9, 2007 Council Meeting.

Thank you.

Very truly yours,



JAMES G. AARON  
A member of the firm

Dictated not read  
JGA/ds  
Enclosure

R# 271-07

**RESOLUTION – SPECIAL ITEM OF REVENUE  
STATE OF NEW JERSEY  
URBAN ENTERPRISE ZONE AUTHORITY  
DEPARTMENT OF COMMERCE AN ECONOMIC DEVELOPMENT  
CONTRACT 06-123 (AMENDMENT)  
CLEAN SIDEWALKS PROJECT  
\$5,574.00**

WHEREAS, N.J.S.A. 40A: 4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2007 in the amount of \$5,574.00 which item is now available from the State of New Jersey, Urban Enterprise Zone Authority, Clean Sidewalks Program, and,

BE IT FURTHER RESOLVED that a like sum of \$5,574.00 is hereby appropriated under the caption of:

State of New Jersey  
Urban Enterprise Zone Authority  
Department of Commerce and Economic Development  
Clean Sidewalk Program                      \$5,574.00

BE IT FURTHER RESOLVED that the City Clerk forward two (2) copies of the required Department of Community Affairs form requesting permission of the Director for the inclusion of the above referenced items.

STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40AA-87 I hereby certify that the following resolution has been duly adopted by the

governing body of- City of Long Branch \_\_\_\_\_ Clerk's Signature \_\_\_\_\_  
Name of Municipality

I hereby certify the City of Long Branch \_\_\_\_\_ has realized or is in receipt of written notification of the state or federal monies cited in the following resolution, which meets all statutory requirements and will be included in the 2007 \_\_\_\_\_ municipal budget.  
Name of Municipality Year

  
Signature of Chief Financial Officer

Resolution Number: \_\_\_\_\_

Date of Adoption: October 9, 2007 \_\_\_\_\_

Revenue Title: State of NJ, UEZA, Clean Sidewalks Program \_\_\_\_\_ Amount: \$ 5,574.00

Appropriation Title: State of NJ, UEZA, Clean Sidewalks Program \_\_\_\_\_ Amount: \$ 5,574.00

Local Match - Source: Existing funds in Public Works Budget 2007 \_\_\_\_\_ Amount: \$ 5,600.00

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: \_\_\_\_\_ Duly Appointed Designee \_\_\_\_\_ Date Certified \_\_\_\_\_

FOR DCA USE ONLY
Municode: _____
Doc. No. _____

THIS CERTIFICATION FORM MAY BE REPRODUCED  
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY



**State of New Jersey**

NEW JERSEY COMMERCE COMMISSION  
20 WEST STATE STREET  
PO Box 820  
TRENTON, NEW JERSEY 08625-0820

JON S. CORZINE  
Governor

KEVIN J. DRENNAN  
Executive Director

September 18, 2007

Honorable Adam Schneider  
Mayor  
344 Broadway  
Long Branch, NJ 07740

RE: UEZA 06-123

Dear Mayor Schneider:

The New Jersey Urban Enterprise Zone Authority at its September 12, 2007 meeting approved your request for additional funding for UEZA 06-123, the UEZ Clean Sidewalks, in the amount of \$5,574, increasing the project from \$52,835 to \$58,409. Please note that this approval is subject to the availability of funds for the project. This action is the result of submission of Attachments G and H dated August 1, 2007 under the Zone Assistance Guidelines.

Sincerely,

Kevin Drennan, Chairman Designate  
NJ Urban Enterprise Zone Authority

KD:lm

c: Jacob Jones, UEZ Coordinator  
Ron Mehlhorn, Director of Finance  
Flynn Fleming, Financial Specialist  
Linda Lenox, Program Development Specialist

R# 272-07

**RESOLUTION – SPECIAL ITEM OF REVENUE  
STATE OF NEW JERSEY  
SOLID WASTE ADMINISTRATION  
FY 2007 RECYCLING TONNAGE GRANT**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2007 in the amount of \$12,319.20 which item is now available from the State of New Jersey, Solid Waste Administration, Recycling Grant,

BE IT FURTHER RESOLVED that a like sum of \$12,319.20 is hereby appropriated under the caption of:

State of New Jersey	
Solid Waste Administration	
Recycling Grant	\$ 12,319.20

BE IT FURTHER RESOLVED that the City Clerk forward a copy of the required Department of Community Affairs form requesting permission of the Director for the inclusion of the above referenced items.



STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40AA-87 I hereby certify that the following resolution has been duly adopted by the

governing body of- City of Long Branch \_\_\_\_\_  
Name of Municipality Clerk's Signature

I hereby certify the City of Long Branch \_\_\_\_\_ has realized or is in receipt of written notification of the state or federal monies cited in the following resolution, which meets all statutory requirements and will be included in the 2007 \_\_\_\_\_ municipal budget.  
Name of Municipality Year

  
Signature, Chief Financial Officer

Resolution Number: \_\_\_\_\_

Date of Adoption: October 9, 2007

Revenue Title: State of NJ, Solid Waste Administration, Recycling Grant Amount: \$ 12,319.20

Appropriation Title: State of NJ, Solid Waste Administration, Recycling Grant Amount: \$ 12,319.20

Local Match - Source: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: \_\_\_\_\_ Duly Appointed Designee Date Certified \_\_\_\_\_

FOR DCA USE ONLY
Municode: _____
Doc. No. _____

THIS CERTIFICATION FORM MAY BE REPRODUCED  
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

R# 273-07

RESOLUTION OF THE CITY OF LONG BRANCH TERMINATING ITS  
CONTRACT WITH MUNICIPAL INSPECTION CORPORATION FOR THIRD-  
PARTY ELEVATOR INSPECTION SERVICES AND AUTHORIZING THE  
MAYOR TO ENTER INTO A SIXTY (60) DAY EMERGENCY CONTRACT  
WITH MUNICIPAL INSPECTION CORPORATION AND A THREE (3) YEAR  
CONTRACT WITH THE STATE OF NEW JERSEY

**WHEREAS**, on or about August 14, 2007, pursuant to Resolution 229-07, the City of Long Branch awarded a contract for third-party elevator inspection services to Municipal Inspection Corporation, the lowest responsible and responsive bidder as had been determined by the City of Long Branch;

**WHEREAS**, EIC Inspection Services, Inc., the only other bidder, instituted a lawsuit by way of Order to Show Cause and Verified Complaint in the Superior Court of New Jersey, Monmouth County, Law Division, challenging the award of the bid to Municipal Inspection Corporation;

**WHEREAS**, in an effort to resolve this lawsuit, the City of Long Branch finds that it is in the best interest of the City of Long Branch to enter into a consent order terminating the contract for third-party elevator inspection services entered into with Municipal Inspection Corporation, entering into an emergency contract with Municipal Inspection Corporation for a period not to exceed sixty (60) days, and subsequently entering into a minimum three (3) year contract for third-party elevator inspection services with the State of New Jersey; and

**WHEREAS**, the City Attorney, Business Administrator, City Purchasing Agent and other City officials recommend that the City enter into this consent order to resolve this lawsuit and to allow the City of Long Branch to contract with qualified licensed professionals provided by the State of New Jersey; and

**WHEREAS**, the cost for elevator inspection services under the City of Long Branch's contract with the State of New Jersey will be equal to the cost had the services been provided by Municipal Inspection Corporation under the August 14, 2007 contract:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that the City of Long Branch's contract with Municipal Inspection Corporation dated August 14, 2007 for the provision of third-party elevator inspection services be and is hereby terminated; and

**BE IT FURTHER RESOLVED** that the Mayor of the City of Long Branch be and the same is hereby authorized to enter into an emergency contract with Municipal Inspection Corporation for a period of time not to exceed sixty (60) days from the date the emergency contract is duly executed; and

**BE IT FURTHER RESOLVED** that upon termination by the City of Long Branch, at its discretion, of the City of Long Branch's emergency contract with Municipal Inspection Corporation, the Mayor of the City of Long Branch be and the same is hereby authorized to enter into a minimum three (3) year contract with extensions as authorized by law, with the State of New Jersey for the provision of third-party elevator inspection services; and

**BE IT FURTHER RESOLVED** that the City of Long Branch's contract with the State of New Jersey for third-party elevator inspection services shall contain a provision that in the event the State of New Jersey changes its requirements and/or indicates that the City is not eligible for third-party elevator inspection services, then in that event, bids shall be solicited pursuant to the local public bidding laws and notice shall be provided to both Municipal

Inspection Corporation and Elevator Inspections Corporation, Inc.; and

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contracts for the provision of elevator inspection services.

MOVED:

SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES:

NAYES:

ABSENT:

ABSTAIN:

R# 274-07

**RESOLUTION RELEASING GUARANTEES**

PROJECT: LB Shores Development  
BLOCK: 153  
LOT: 2.03, 3.01, 3.02 and 4

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 subject to posting of maintenance period escrows.

WHEREAS Long Branch Shores Development has posted the required escrows.

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:

Application Escrow	\$ 20,929.38
Performance	\$ 22,354.21

BE IT FURTHER RESOLVED that said refund be sent to:

As to Application Escrow:

CJS Investments, Inc. 1415 Wyckoff Road, Suite 300 Farmingdale, NJ 07727	\$20,929.38
--	-------------

As to Performance Bond

LB Shores Development, LLC 1451 Route 34, Suite 301 Farmingdale, NJ 07727	\$22,354.21
---	-------------

BE IT FURTHER RESOLVED that the Performance Bond, #5009782, issued December 22, 2004, in the amount of 577,977.12, and the endorsement thereto in the reduced amount of \$217,512.00, issued by Bond Safeguard Insurance Company, is hereby released.

BE IT FURTHER RESOLVED that the City Clerk mail a Certified copy of this resolution to LB Shores Development, LLC, at the above referenced address as proof of release of said bond.

R# 275-07

**RESOLUTION RELEASING GUARANTEES**

PROJECT: Monteforte Construction  
BLOCK: 267  
LOT: 41 & 43

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 subject to posting of maintenance period escrows.

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:

Application Escrow	\$ 820.78
Performance	\$6,269.21
Engineering Insp. Fee	\$ 978.18

BE IT FURTHER RESOLVED that said refund, in the total net amount of \$8,068.17, plus accrued interest if applicable, be sent to:

Frank A. Monteforte, Sr.  
90 North Mitchell Place  
Little Silver, NJ 07739

BE IT FURTHER RESOLVED that the Performance Bond, No: SSB-312705, issued September 6, 2000, in the amount of \$50,981.40, issued by RLI 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.

R# 276-07

**RESOLUTION AUTHORIZING THE AUCTION OF SURPLUS**

**WHEREAS**, N.J.S.A.40A:12-13, permits the sale of property, not needed at public auction; and

**WHEREAS**, the Director of Public Safety and the Director of Public Works has indicated that there are vehicles and items that are not needed for use by the City that should be disposed of at a public auction.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that the Director of Finance, or his designee, is hereby authorized to hold a public auction of the vehicles / items on Saturday, October 20<sup>th</sup>, 2007 at 9:00 a.m. at the Long Branch City Hall, 344 Broadway, Long Branch, New Jersey. The vehicles / items can be viewed at the Traffic Garage, 344 Broadway, Long Branch and the Department of Public Works, 636 Joline Avenue, Long Branch, NJ between the hours of 9 a.m. and 2 p.m.

**BE IT FURTHER RESOLVED**, the conditions of sale are as follows:

1. ***Cash or certified check at the time of purchase***
2. ***The City makes no guarantee or warranty of items sold***

**BE IT FURTHER RESOLVED**, that the City Clerk is directed to advertise this resolution in The Link in the issue of October 11, 2007 and the Asbury Park Press in the issue of August 18, 2007.

MOVED:  
SECONDED:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:

# 2007 Police Bike Auction

DATE	MAKE	SPD	COLOR	Serial #
2/16/2006	Huffy Stone Mountain	mens 18spd	blue	KL05E001465
2/16/2006	Roadmaster silverridge	mens 18 spd	Blue	JJ9800098
2/16/2006	Huffy Blades	mens 18 spd	Green	Y512F8376
2/16/2007	Roadmaster	Girls 10spd	Pink/Purple	none
2/16/2006	Columbia	Girls 10spd	Blue	None
3/2/2006	Huffy Optima	mens 18 spd	Red	5.00E+19
3/3/2006	Magna	mens 27spd	Red	59087051
3/1/2006	Marin Ovation	Boys12spd"	Black	F610JSH134
3/13/2006	Glacier	Mens 18 spd	blue	mens 1
4/13/2006	Raleigh side kick	mens 18 spd	Black	None
5/5/2006	Murray Bayberry	Girls 21spd	Blue	HCK5186064
5/13/2006	Rhino 2	mens 18spd	Red/black	02W0668738
5/13/2006	Hardrock special	mens 18spd	Red/black	PO641238
5/20/2006	Magna Glacier	mens 15spd	green	31057
5/22/2006	Mongoose	boys 20"	Silver	992341077
5/22/2006	Pacific Blaze	boys 20"	Silver	HMO291053
5/22/2006	MGX Prowler	Bpys 6spd	Red/Blue	SNFSD05CH9281
5/21/2006	Roadmaster	mens 18spd	Blue	JJ973430
6/15/2006	Huffy bandit	boys 20"	Silver	KKo4A04853
7/20/2006	Magna pearls	girls 20"	PURPLE	4114920
7/21/2006	Mongoose Sahara	girls 21spd	Blue	NCAB04C58758
7/14/2006	No name	mens 5spd	Grey	A908025371
7/26/2006	Mongoose wired	Boys 21 spd	Red	HL0430505
7/26/2006	Rally Quad	Boys	Blue	31251887
7/26/2006	Harley Davidson	boys 20"	Black	KK05A08251
7/27/2006	Ross compact	mens 10spd	Blue	IR8J2222
7/29/2006	Roadmaster power	Mens 18spd	Blue/red	NFSD06B03309
7/29/2006	Jamis Boss	Mens 6spd	Black	IG3H1715
7/1/2006	Schwinn Suburban	girls 6spd	Brown	None
7/1/2006	Mongoose storm	Girls 18spd	Green	M21B64556
7/1/2006	no name	girls	Blue	1540051
7/1/2006	Pacific 2000	Boys 18spd	silver	C59J75077
8/6/2006	No name	boys 20"	Black	J10862715
8/7/2006	Jamis Cruiser	Girls	Pink	69C24151
8/10/2006	Electra	Girls	Blue	F05055367
8/16/2006	Huffy Stone Mountain	Mens 18 spd	Black/red	BID06C03233498
8/16/2006	Rhino air max	Boys 20"	Black/white	01TD3744514
8/16/2006	Huffy Cranbrook	Girls	Teal/Green	SNHEE05B21572
8/20/2006	Mongoose Prowler	Mens 18spd	Blue/grey	5D05B48425
8/30/2006	Magna	Girls	Blue	99TD508460
8/16/2006	No name	Girls	Black/purple	LY05B0025
9/23/2006	Diamond wildwood	Girls 18spd	Blue	02C00121
9/4/2006	Raleigh Cruiser	Mens 7spd	Green/white	0473K3493
10/3/2006	Malvern Star	Girls 20"	Pink/white	CSN2293
10/4/2006	Schwinn	Girls	Black	TY50804313
10/4/2006	Huffy Stone Mountain	mens 21spd	blue/yellow	ACV06C07335
2/00/2006	Honda Trailpilot	mens 18spd	Black	4J32876
2/00/2006	Huffy Bedrock	Girls 18spd	Silver	BR08A30765

2/00/2006	Giant Sedona	Mens 8spd	Blue	CV1444460
4/1/2006	Rhino	Boys 21spd	Blue	38258870
7/16/2006	AMX	Boys 20"	Grey	SAJ00166
10/30/2007	Schwinn Plains	Mens 21spd	Black	113KH92520
10/30/2006	Huffy Supra	Mens 18spd	Blue	BL05FL068974
11/1/2006	Huffy bandit	mens 18spd	silver	K3762K
11/2/2006	Rockhopper	mens 21spd	Red	PW307230
11/20/2006	Huffy	Mens 18 spd	Purple	B003E21325
11/22/2006	Kent X20	boys 20"	white/pink	L020304305
11/22/2006	HuffySE	Mens 10spd	Red	1288HCH26848
11/22/2006	Schwinn Cruiser	mens	red	L001161
11/27/2006	motobecane	mens 10spd	green	3365745702
12/11/2006	Raliegh Tour	mens 18spd	Red	Unknown
12/14/2006	Magna	boys 20"	Purple	98TD837200
12/00/2006	Mongoose	Boys Trick	Black	SNGNP04E60815
12/15/2006	Trek Track	mens 18spd	Black	None
12/4/2005	Mongoose Mongoose DXR	Mens mountain	Red/Blk	F0407003891

# **2007 City Surplus Auction**

1. (3) Vector Overhead light bars - obsolete

DEPARTMENT	YEAR	MAKE	MODEL	TYPE	VIN#
POLICE	2001	Chevy	Impala	4dr	2G1WF55KX19336299
POLICE	2002	Ford	Crown Vic	4dr	2FAFP71WX2X159216
POLICE	1998	Ford	Crown Vic	4dr	2FAFP71W5WX152244
POLICE	2000	Ford	Crown Vic	4dr	2FAF71W3YX122842
POLICE	1988	Ford	F150	Pkup	2FTDF15N8JCB60406
POLICE	2002	Ford	Crown Vic	4dr	2FAFP71W82X159215
POLICE	2000	Ford	Crown Vic	4dr	FAFP71W0YX179242
POLICE	1998	Ford	Crown Vic	4dr	2FAFP71W4WX173960
POLICE	1995	Chevy	Caprice	4dr	1G1BL52PXS150051
POLICE	1997	Chevy	Blazer	4dr	1GNDT13W9V2207455
POLICE	1998	Ford	Crown Vic	4dr	2FAFP71W8WX173962

2007

**MOTOR VEHICLE AUCTION LIST**

LBDPW ITEMS FOR AUCTION 2007

1989 DODGE	MODEL 150 PICKUP TRUCK	VIN	1B7FE 16X8K S0236 36
1988 CHEVROLET	MODEL 150 PICKUP TRUCK	VIN	1GCFC 24Z3J Z1993 23
1991 FORD	DUMP TRUCK WITH PLOW FRAME, LESS PLOW	VIN	1FDYK 84PXM VA224 79
1991 FORD	MODEL LBS DUMP TRUCK WITH PLOW FRAME, LESS PLOW	VIN	1FDYK 84P8M VA224 81
1991 FORD	MODEL K84 DUMP TRUCK WITH PLOW FRAME, LESS PLOW	VIN	1FDYK 84PXM VA224 82
1991 FORD	MODEL K84 DUMP TRUCK WITH PLOW FRAME, LESS PLOW	VIN	1FDYK 84P6M VA224 80
1988 GMC	STAKE BODY	VIN	1GTE6 D1A7J V5053 80
1987 MACK	MODEL DM6	VIN	1M2B1 26C2H A0152 95
1985 CASE	MODEL W20C ARTICULATED LOADER NO TITLE, HAS CERTIFICATE OF ORIGIN	PIN	9159024
1980 YALE	FORKLIFT	NO TITLE	
1990 MULE	GARAGE PUSH/PULL	NO TITLE	
STEWART AVIONICS LIGHT TOWER INCL. ONAN GAS POWERED GENERATOR			(QTY 1)
STEWART AVIONICS LIGHT TOWER INCL ONAN GAS POWERED GENERATOR			(QTY 1)
2002 HMD TRAILER WITH 2 HERCULES GAS POWERED GENERATORS MODEL SF 5.MD			(NO TITLE)
100KW ONAN DIESEL GENERATOR WITH TRANSFER SWITCH			
12 KW KOHLER NATURAL GAS GENERATOR WITH TRANSFER SWITCH			
JOHN DEERE SNOW BLOWER			
FMC TIRE CHANGER			

**TO: Kathy Schmelz  
City Clerks office**

**July 5, 2007**

**FROM: LT. N. Bucciero  
Traffic Safety**

**REF: Bicycle, Vehicles and Miscellaneous  
Police Surplus**

**Kathy,**

**Attached are lists from the Police Dept. and the Department of Public works.  
The lists include Vehicles, bicycles and miscellaneous City/Police surplus.  
Thank You.**

**Respectfully submitted,**



**Lt. N. Bucciero  
Traffic Safety Division**

**CC: Director Richards**

*WAIL  
OIL  
10/3/07*

R # 277-07

**RESOLUTION - REFUND OF  
DUMPSTER FEE**

**WHEREAS**, on September 24, 2007, Maria Silva and Pretro-Paolo Bottino, 407 Brookdale Avenue, Long Branch, NJ requested a dumpster for their property; and

**WHEREAS**, Maria Silva and Pretro-Paolo Bottino have cancelled the dumpster and has now requested a refund of \$175.00; and

**WHEREAS**, the Director of Public Works has recommended the refund be granted.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby direct the Finance Department to issue a check in the amount of \$175.00 to:

Maria Silva / Pretro-Paolo Bottino  
407 Brookdale Avenue  
Long Branch, NJ 07740

**MOVED:  
SECONDED:**

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



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

FRED MIGLIACCIO CPWM  
DIRECTOR OF PUBLIC WORKS  
fmigliaccio@ci.long-branch.nj.us

DEPARTMENT OF PUBLIC WORKS  
636 JOLINE AVENUE, LONG BRANCH, NEW JERSEY 07740  
(732) 571-6520 FAX (732) 222-2449

LOUIS DELAURO  
ASSISTANT DIRECTOR  
ldelauro@ci.long-branch.nj.us

### MEMORANDUM

TO: IRENE JOLINE  
CITY CLERK

FROM: FRED MIGLIACCIO CPWM  
DIRECTOR OF PUBLIC WORKS 

RE: DUMPSTER REFUND

DATE OCTOBER 2, 2007

MARIA SILV AND PRETRO-PAOLO BOTTINO HAD SCHEDULED A DUMPSTER TO BE DELIVERED TO 420 BROADWAY BUT, DUE TO LIMITED SPACE THEY HAD TO CANCEL. THEREFORE THEY ARE REQUESTING A REFUND IN THE AMOUNT OF \$175.00 REGARDING FEES PAID. PLEASE FORWARD REFUND TO 407 BROOKDALE AVENUE, LONG BRANCH, N.J. 07740.

ENCLOSED IS A COPY OF THE INVOICE, CHECK AND DEPOSIT SLIP.

THANK YOU FOR YOUR ASSISTANCE IN THIS MATTER.

FM/jb  
CC: MARIA SILV & PRETRO-PAOLO BOTTINO  
407 BROOKDALE AVENUE  
LONG BRANCH, N.J. 07740



R# 278-07

**RESOLUTION AUTHORIZING THE STATE OF NEW JERSEY  
TO ENFORCE ELEVATOR SUBCODE REGULATIONS**

**WHEREAS**, the City of Long Branch, in accordance with New Jersey statutes has previously entered into contract with third party agencies for enforcement of elevator subcode regulations; and

**WHEREAS**, the City of Long Branch has determined that it is no longer feasible to enforce elevator subcode regulations in this manner, and, further, that it is in the City's best interest to authorize the State of New Jersey, Department of Community Affairs, Bureau of Code Services, jurisdiction to enforce the elevator subcode regulations within the City; and

**WHEREAS**, effective November 1, 2007, Municipal Inspection Corporation, the City's current third party Elevator Subcode Official, will no longer enforce the elevator subcode regulation; and

**WHEREAS**, the current elevator inspection cycles are in February and August of each year; and

**WHEREAS**, the fees to be paid to the State for these services are those fees set by the State and paid by the various owners of elevator units.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey, that, effective November 1, 2007, the State of New Jersey, Department of Community Affairs, Bureau of Code Services, shall have jurisdiction to enforce the elevator subcode regulations within the city, for a term not to exceed three years.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are authorized to execute any and all documents as may be required by the State relative to this matter.



## **Elevator Safety Unit**

### **Bureau of Code Services**

The Elevator Safety Unit registers all elevator devices in the State of New Jersey. Elevator devices consist of elevators (hydraulic, traction, winding drum, roped hydraulic, rack & pinion and limited use limited access), escalators, moving walks, dumbwaiters, wheel chair lifts, chair lifts and man lifts. The elevator subcode is regulated under the Uniform Construction Code in Subchapter 12.

There are three choices a municipality in the state can make regarding the jurisdiction of the elevator subcode in their town. They can give the state jurisdiction, they can hire their own local subcode official, or they can subcontract to a third party agency.

If the state has jurisdiction of a town, the Elevator Safety Unit coordinates inspections between the owner, elevator company and the state. The unit does all cyclical and acceptance (inspections under permit) inspections. Owners are billed directly for inspections by the state.

If the state has jurisdiction of a town, the unit also coordinates the plan review/permit process of the elevator subcode with the local municipality and the applicant/owner. The unit reviews building plans containing elevator devices (for a partial release) at the local municipality's office. All elevator (layouts) plans are reviewed (for a final release) at the state's office, owners/applicants are billed and releases are completed. The local construction official is notified of the elevator release and permit documentation is coordinated between the required parties.

Technical assistance is given to all parties requesting help regarding the elevator subcode. Monitoring of subcode officials and inspectors in municipalities and third parties are done on a routine basis. A penalty enforcement process is in place within the unit to cite delinquent owners of violations.

You can contact the unit by telephone at 609-984-7833 or by fax at 609-633-1040. The mailing address is PO Box 816, Trenton, NJ 08625 and the actual address is 101 South Broad Street, 4th Floor, Trenton, NJ 08608.

### **Forms and Related Material**

Select one

R# 279-07

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 October 9, 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 October 9, 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.

A T & T	Utilities - Telephone - 8/31 & 9/9/2007 - Various Locations	*	1,660.26	
A.F.C. Distributing	Consumables for Municipal Garage		248.88	
Absolute Fire Protection	Repair Cable #25-4-90 - Fire Dept.		601.75	
ACCC Electrical	Electrical Services - League of Municipalities - 11/12-11/15/2007 - Community Dev.	*	145.00	
Ace Outdoor Power Equipment III	Wiper Assembly - FP #40 - DPW		25.56	
American Hose & Hydraulics	Fittings for Sanitation Stock - DPW		1,437.75	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - Labor Attorney - August 2007		4,827.72	Pymt #2
Atlantic Plumbing Supply	Materials for Manahassett Park Project & Sanitation #20 - Community Dev. / DPW		90.53	
Auto Parts	Misc. Automotive Parts - July / August 2007 - DPW		488.37	
AW Direct	Chains for Beach Tractor #7 & #10 - DPW		340.96	
Bally's Park Place Casino Hotel	Reservation - GFOA Conference - 9/25-9/28/2007 - Comptroller	*	234.00	
Battery Mart	Battery for Finance Director's Laptop		144.88	
Be Our Guest Entertainment	Entertainment for Social Event - 9/27/2007 - Senior Affairs		250.00	
Bette White Fernandez	Tap Dance Instruction - 9/14/2007 - Senior Affairs		22.00	
Birdsall Engineering	Engineering Services Rendered - Broadway Park Development - July & August 2007		11,433.84	Pymt #1-2
Birdsall Engineering	2007 Meetings & Status Report Preparation - August 2007		250.00	Pymt #2
Birdsall Engineering	Engineering Services Rendered - Admin. Penalty - Beach & Dune - August 2007		1,271.00	Pymt #1
Bollinger Insurance	Annual Renewal - 9/21/07-9/21/08 - Recreation Dept.		2,013.00	
Boundary Fence	Replace Fence on Columbia Ave. - DPW		575.00	
Bruce Booker/D.B.A. T.Y.G. Productions	Videography - 7/15 & 8/11/2007 - Community Dev.		500.00	
Bullet Lock & Safe	Misc. Keys & Locks - July / August 2007		716.79	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	803,215.68	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	250,155.15	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	32,228.24	
City of Long Branch Payroll Agency	Payroll Dated 9/21/2007	*	32,156.60	
City of Long Branch Payroll Agency	Payroll Dated 9/21/2007	*	771,059.08	
Clarion Hotel & Conference Center	Reservation - Fire Pattern Cert. Seminar - Cruz & Beaver - 10/1-10/3/07 - Police Dept.	*	150.00	
Clayton Block	Mason Materials for Great Lawn & Manahassett Park		1,649.23	
Coast Hardware	Misc. Hardware - July / August 2007 - Various Depts.		869.34	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Conte's Car Wash	Car Wash Contract - September 2007	1,187.34	
Continental Fire & Safety	Hydro Testing for (35) Bottles - Fire Dept.	840.00	
Difrancesco, Bateman, Coley & Yospin	2007 Tax Appeals - September 2007	3,340.33	Pymt #4-23
East Coast Emergency Lighting	(3) Strobe lights for Animal Control Vehicles - Health Dept.	1,030.98	
Efinger Sporting Goods	Misc. Equipment for Various Programs - Recreation Dept.	3,342.02	
Elite Forms	Director's Letterhead Paper - Police Dept.	272.58	
F & C Automotive Supply	Belts for GSA Dump Truck & Stock - DPW	166.46	
Fax Express	Fax Machine - Fire Prevention	1,022.80	
Fine Fare	Food - Soccer Coaches Meeting - 9/15/2007 - Recreation Dept.	62.84	
Foley Inc.	Misc. Parts - PW #277 & Engine #25-7-75 - DPW / Fire Dept.	1,604.74	
Ford Motor Credit	(7) Lease/Purchase Vehicles - November 2007	4,304.47	
Gagliano Appraisal	Appraisal Services - 2006 Tax Appeals - September 2007	1,160.40	Pymt #6-7
Gateway Companies	Computer - Building Dept.	874.19	
Global Govt./Education Solutions	Various Computer Equipment - Various Depts.	815.70	
Governor's Conference DCA	Registration - Housing & Comm. Dev. Conference - H. Woolley & J. Nadell - Administration	550.00	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Koplitz Matter - August 2007	251.91	Pymt #2
Harley Davidson of Long Branch	Service & Repair Police Motorcycles #3 & #4 - DPW	414.76	
Hewlett Packard Govt./Education Sales	Various Computer Equipment - Various Depts.	658.00	
Hilsen Termite & Pest Control	Integrated Pest Control - September 2007 - Health Dept.	345.00	
Home Depot Credit Services	Various Building Materials - DPW	235.55	
Hunter Jersey Peterbilt	Misc. Parts - Sanitation #50 - DPW	432.37	
Institute for Forensics Psychology	Evaluation for Police Dept. Employee	1,500.00	
International Assoc. for Identification	Membership Application - P.O. N. Cattelona - Police Dept.	60.00	
Jeffrey Nadell	Reimbursement of Expenses & Mileage - July / September 2007 - Administration	220.94	
Jersey Central Power & Light	Utilities - Electric - 6/30-9/19/2007 - Various Locations	44,387.15	*
John Guire Co.	Misc. Tools/Equipment - July / August 2007 - DPW	633.47	
Johnny On The Spot	(5) Port-A-John's - Various Locations - Recreation Dept.	970.60	
Lab Safety Supply	First Aid Supplies - Health Dept.	101.49	
Lakewood Auto Supply	Misc. Filters - July / August 2007 - DPW	976.22	
Lanigan Assoc.	Uniform Accessories for P.O. Buble & Crossing Guard Supplies - Police Dept.	322.05	
Long Branch Sewer Authority	Sewer/Sewer Interest - Collected from 2007 Tax Sale - Tax Collector's Office	38,673.35	
Lou's Uniforms	Uniforms - Disp. Pooler & Disp. White - Police Dept.	324.95	
Lowel's Credit Services	Various Building Materials - Fire Prevention / Municipal Court	260.86	
Maaco Auto Painting & Body Works Centers	Repaint PW #114 - DPW	910.00	
Mazza & Sons	Recycle Tires - July / August 2007 - DPW	409.45	
Mazza & Sons	Disposal of Bulky Waste - July & August 2007	34,088.40	Pymt #7-8
Mercedes-Benz Credit Corp.	Lease/Purchase Pumper - November 2007	29,170.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Merkin Equipment	Misc. Parts - Sanitation #30 & Stock - DPW	349.44
Mid-Atlantic Fire & Air	Test/Service Air Compressor at Fire Headquarters	1,314.76
Mid-Atlantic Truck Center	Misc. Parts - Various Vehicles - DPW	2,051.56
Monmouth County Police Academy	(6) Registrations - SLEO II Training - 8/7/2007-5/20/2008 - Police Dept.	2,160.00
Monmouth County Police Academy	Ammunition for S. Drum for Qualifications and Basic Course - Police Dept.	166.96
Monmouth Ocean Soccer Assoc.	Registration for 2007 Fall Soccer Program - Recreation Dept.	750.00
Moore North America	Safety Paper for Certified Copies - Health Dept.	532.64
Motorola C & E	Misc. Radio Equipment - Building Dept.	1,013.44
Municipal Inspection Corp.	Elevator Sub-Code Official	15,411.00
New Jersey American Water	Utilities - Water - 8/1-9/10/2007 - Various Locations	7,960.43
New Jersey Natural Gas	Utilities - Gas - 7/13-9/18/2007 - Various Locations	377.70
NFPA	Annual Membership Renewal - K. Hayes - Fire Prevention	150.00
NFPA / Customer Sales	National Fire Codes Subscription Renewal - K. Hayes - Building Dept.	697.50
NJ State League of Municipalities	Registration for 2007 Conference for 3 City Officials	135.00
NJHOA	Registration - Government & Business Seminar - 9/20/07 - D. Roach - Health Dept.	65.00
Northwind Mechanical Systems	Service Call - Water Pump - 9/8/2007 - City Hall Building	1,740.00
Office Depot	Various Office Supplies - Mayor's Office	59.09
Orion Healthcare Technology	Customer Support Renewal - Drug Prevention Computer Software	3,300.00
Public Strategies	Professional Services Rendered - Lobbying Consultant - October 2007	2,500.00
Quality Communications	(3) Adapters for Laptop Computers - Police Dept.	162.00
R.M.V. Land & Livestock South	Purchase & Deliver Soil - 9/17-9/21/2007 - DPW	30,171.99
R.M.V. Land & Livestock South	Purchase & Deliver Soil - 9/10-9/14/2007 - DPW	32,232.52
Rahway Electric Supply	Electrical Materials for DPW Garage	124.11
Red The Uniform Tailor	Uniforms for (3) Officers - Police Dept.	609.45
Roto-Rooter Sewer & Drain Service	Service Call - Restrooms at Comfort Stations - 8/25/2007 - DPW	165.00
Rutgers University	Registration - Clean Energy Conference - 9/27/2007 - C. Mellaci - Purchasing Dept.	75.00
Satellite Self Storage	Storage Fees - October 2007 - Delores Smith - School Project - Community Dev.	478.50
Scientific Devices Dist.	Ink Cartridges - Various Depts.	2,550.71
Scoles Floorshine Industries	Janitorial Supplies for Records/Police Dept.	149.50
Seaboard Welding Supply	Welding Supplies & Industrial Gases - August 2007 - Municipal Garage	97.00
Shared Technologies	Upgrade Software to Phone System for City Hall Building	17,156.46
Sheraton Atlantic City	Reservation - GFOA Conference - 9/25-9/28/2007 - Finance Director	268.00
Signs By Tomorrow	Relettered Banners for West End Car Show - Administration	42.76
Siperstein's	Paint/Materials - July / August 2007 - DPW	282.75
Skip's Sports	T-Shirts for Youth Basketball & Soccer Programs - Recreation Dept.	1,180.00
Star Enterprise	UEZ Façade Improvement Project - Snow White Laundromat	10,000.00
Stavola Asphalt	Road Materials to Repair Pot Holes - DPW	141.11

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Stelair Design Corp.	2,883.95
Storr Tractor Co.	236.53
Sunrise Suites Hotel	1,499.40
Sunrise Suites Hotel	297.50
Sunrise Suites Hotel	2,419.09
Total Lubrication Services & Supply	75.00
Treasurer, State of NJ - Div. Of Revenue	2,133.97
Trico Equipment	432.00
Troil Enterprises	102.25
United States Plastic Corp.	10,763.29
Verizon	*
Vista Convention Services	10,763.29
W.B. Mason	394.05
Warshauer Electric Supply	2,811.35
Zaf's Service Center	713.42
	154.18

**TOTAL CURRENT**

**2,256,219.34**

ABC Rental	481.00
City of Long Branch Clearing Account	* 9,207.33
City of Long Branch Clearing Account	* 297.50
Clayton Block	105.40
Home Depot Credit Services	260.76
North American Video	1,450.00
Satellite Self Storage	478.50
Siperstein's	317.60
Sunrise Suites Hotel	297.50
Up-tite Fasteners	* 189.91

**TOTAL CAPITAL**

**13,085.50**

Auto Parts	21.27
City of Long Branch Clearing Account	* 5,958.42
City of Long Branch Clearing Account	* 1,256.91

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Payroll Agency	Payroll Dated 9/21/2007	*	424.42
City of Long Branch Payroll Agency	Payroll Dated 9/21/2007	*	5,534.00
Geese Chasers	Geese Maintenance & Control - September 2007		645.66 Pymt #6
Long Branch Animal Hospital	Veterinary Services - September 2007		357.00 Pymt #9
NJ Dept. of Health & Senior Services	Dog License Report - August 2007	*	76.20

**TOTAL DOG** 14,273.88

A & M Industrial Supply	Tables/Chairs for CDBG Events - Community Dev.		1,545.00
Barbara Heggie	Choral Instruction - 9/17/2007 - Senior Affairs / Community Dev.		25.00
Birdsall Engineering	Engineering Services Rendered - Cherry Street Park - March 2007		5,367.21 Pymt #5
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,910.45
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,239.37
City of Long Branch Payroll Agency	Payroll Dated 9/21/2007	*	350.80
City of Long Branch Payroll Agency	Payroll Dated 9/21/2007	*	4,559.65
Coast Hardware	Misc. Hardware - July 2007 - Community Dev.		119.16
Conte's Car Wash	Car Wash Contract - September 2007		77.10
Office Depot	Various Office Supplies - UEZ		52.17
Perry's Trophy	(3) Trophies - Long Branch Day - 9/8/2007 - Community Dev.		90.00
Phyllis Salvato	Pain Management Instruction - 9/10 & 9/17/2007 - Senior Affairs / Community Dev.		875.00
True Fitness Center	Use of Facility for Strength Training Program - September 2007 - Senior Affairs / Comm. Dev.		30.00

**TOTAL HUD** 24,240.91

Bruce Booker/D.B.A. T.Y.G. Productions	Videography - 7/15 & 8/11/2007 - Recreation Dept.		200.00
CCTS Tax Lien	Tax Sale Premium	*	100.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	22,480.32
City of Long Branch Clearing Account	Reimburse Clearing Account	*	15,312.92
City of Long Branch Clearing Account	Reimburse Clearing Account	*	384.70
City of Long Branch Payroll Agency	Unemployment - September 2007	*	316.15
City of Long Branch Payroll Agency	Payroll Dated 9/21/2007	*	420.13
City of Long Branch Payroll Agency	Payroll Dated 9/21/2007	*	22,060.19
Danielle Golba & Assoc.	Professional Services Rendered - March / September 2007 - Planning/Zoning		660.00

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

E M Waterbury & Assoc.	Engineering Services Rendered - May & August 2007 - Zoning Board	490.00
Otis Elevator Co.	Service Elevator at Library	1,000.00
Phillips Preiss Shapiro Assoc.	Professional Services Rendered - 9/11/2007 - Zoning Board	1,335.00
Rahway Electric Supply	Electrical Materials for Summer Concert Series	546.15
Signs By Tomorrow	Relettered Banners for West End Car Show - Recreation Dept.	117.24

**TOTAL TRUST OTHER** 65,422.80

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

RESOLUTION 280-07

**RESOLUTION OF INTERPRETATION THAT PROPOSED CONSTRUCTION OF A SECOND HOTEL TOWER FOR THE HOTEL CAMPUS REDEVELOPMENT ZONE IS CONSISTENT WITH REDEVELOPMENT PLAN DESIGN GUIDELINES**

**WHEREAS**, in 1985, the City, the Long Branch Redevelopment Agency and GEM Holding Company, Inc. (“Original Redeveloper”) entered into a “Disposition and Development Agreement Between the Mayor and Council of the City of Long Branch, New Jersey; The Long Branch Redevelopment Agency and GEM Holding Company, Inc.” (referred to herein as the “Original Development Agreement”), which is attached hereto as Exhibit A, and which provided for the initial construction of a hotel consisting of 250 rooms with 25,000 square feet of retail space (the “Phase I Project”) and granted Original Redeveloper (and its successors and assigns) the right to further develop hotel and retail facilities consistent with the Zoning Ordinance in place at that time (“Phase II Project”); and

**WHEREAS**, the Phase I Project was completed in accordance with the terms of the Original Development Agreement pursuant to a Certificate of Completion issued by the City on 1/18/1991; and

**WHEREAS**, the Original Redeveloper received approvals for the Phase II Project, including a second hotel tower at twelve stories from the City Planning Board, which approvals included the construction of the second twelve story hotel tower referenced in the Department of Environmental Protection Permit dated December 23, 1986, the Department of Environmental Protection Division of Coastal Resources, Bureau of Planning and Project Review Summary Report dated December 1986, Agreement between the Planning Board of the City of Long Branch and the Ocean Place Hilton Resort, the Monmouth County Planning Board approval dated November 18, 1986, and the Resolution of the Planning Board of the City of Long Branch regarding the application of GEM Holding Company dated August 22, 1987; and

**WHEREAS**, the City adopted the Oceanfront-Broadway Redevelopment Plan in May 1996 (the “Redevelopment Plan”), after the execution of the Original Development Agreement

and after Approvals were obtained by Original Redeveloper for the Subsequent Project, including the construction of the second twelve-story hotel tower; and

**WHEREAS**, pursuant to the Redevelopment Plan, the Hotel Campus is located in the Long Branch Oceanfront Redevelopment Zone (the "Redevelopment Zone"); and

**WHEREAS**, the Hotel Campus is now subject to the requirements of the Redevelopment Plan and Design Guidelines; and

**WHEREAS**, at the time that the Redevelopment Plan and Design Guidelines were adopted, the City and the City Planning Board were fully-aware of the prior Approvals granted to the Original Redeveloper, as set forth above, including Approvals for the construction of a second twelve-story hotel tower, and anticipated that the Phase II Project would proceed as contemplated under the Original Development Agreement and pursuant to the prior Approvals; and

**WHEREAS**, on February 17, 1998, the New Jersey Department of Environmental Protection ("NJDEP"), adopted regulations under the Coastal Area Facility Review Act ("CAFRA"), N.J.A.C. 7:7-7.4, pursuant to which the NJDEP granted pre-approval for all projects within the Redevelopment Zone that were consistent with the Redevelopment Plan and Design Guidelines, under ("CAFRA Permit By Rule"); and

**WHEREAS**, pursuant to a resolution adopted 9/23/2000 by the City and an agreement between Gem Holding Company, Inc. and Tiburon Ocean Place LLC, all right, title, interest and benefit in the Original Development Agreement and all of the obligations and burdens of Original Redeveloper contained therein were assigned to, and accepted and assumed by, Tiburon Ocean Place LLC effective 10/23/2000; and

**WHEREAS**, Ocean Place Development, LLC, ("Subsequent Redeveloper"), obtained by assignment all right, title, interest and benefit in the Original Development Agreement and all of the obligations and burdens of the Original Redeveloper contained therein were assigned to Subsequent Redeveloper; and

**WHEREAS**, the Subsequent Redeveloper is the current owner of the Hotel Campus Property; and

**WHEREAS**, the Original Development Agreement includes the right of Original Redeveloper to, among other things, further develop and expand the hotel to 400 rooms with the construction of a second twelve-story hotel tower; and

**WHEREAS**, on August 22, 2007, the City and Subsequent Redeveloper entered into an Amended and Restated Redevelopment Agreement, in connection with a proposed project consistent with the Original Development Agreement; and

**WHEREAS**, the project contemplated pursuant to the Amended and Restated Redevelopment Agreement to be carried out by the Subsequent Redeveloper includes the construction of a second twelve-story hotel tower;

**WHEREAS**, the City acknowledges that Subsequent Redeveloper is not in default in the performance of any covenant, agreement, obligation or condition contained in the Original Development Agreement or the Amended and Restated Redevelopment Agreement, and

**WHEREAS**, the concept plan for the Proposed Subsequent Project as proposed by the Subsequent Redeveloper and pursuant to the Amended and Restated Redevelopment Agreement has been reviewed and found generally consistent with the City's goals and objectives for redeveloping the Redevelopment Zone and with the Redevelopment Plan and Design Guidelines, with the exception of the second twelve-story hotel tower, which is not fully-consistent with Design Guidelines Hand Book 5; and

**WHEREAS**, notwithstanding the specifications set forth in Design Guidelines Hand Book 5, the construction of the second twelve-story hotel tower was approved and contemplated at the time of the adoption of the Redevelopment Plan, the Design Guidelines, and the CAFRA Permit By Rule; and

**WHEREAS**, the Subsequent Redeveloper has a contractual right pursuant to the Original Development Agreement and the Amended and Restated Redevelopment Agreement to construct the second twelve-story hotel tower; and

**NOW, THEREFORE**, the City determines that because the construction of the second twelve-story hotel tower had pre-existing Approvals at the time of the adoption of the Redevelopment Plan, the Design Guidelines, and the CAFRA Permit By Rule, and the City, Planning Board, and other relevant parties or governmental agencies were aware of the plans for the construction of a second twelve-story hotel tower at the time of the adoption of the Redevelopment Plan, the Design Guidelines and CAFRA Permit By Rule, the construction of such second twelve-story hotel tower was always contemplated and anticipated, notwithstanding any provisions of the Redevelopment Plan or Design Guidelines, and is therefore not inconsistent

with the Design Guidelines, but was rather intended to remain an exception to such Guidelines in this limited respect.

MOVED:  
SECONDED:

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:

①

H.M. J. T. 4

*Clear  
Make file  
and [unclear]*

DISPOSITION AND DEVELOPMENT AGREEMENT  
BETWEEN THE MAYOR AND COUNCIL OF THE  
CITY OF LONG BRANCH, NEW JERSEY; THE  
LONG BRANCH REDEVELOPMENT AGENCY and  
GEM HOLDING COMPANY, INC.

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*S. J. W.*

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DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "Agreement"), made and entered into by and between THE MAYOR AND COUNCIL OF THE CITY OF LONG BRANCH, NEW JERSEY and LONG BRANCH REDEVELOPMENT AGENCY, (the "City"); and GEM HOLDING COMPANY, INC. (the "Developer"), or its assignee as permitted herein

WHEREAS, in furtherance of the objectives of the redevelopment provisions contained in N.J.S.A.40:55-21.1 et. seq., the City has undertaken a program for the clearance and reconstruction in certain blighted areas in the City and, in this connection, is engaged in carrying out a redevelopment project known as "Ocean Place Project" (the "Project") in an area (the "Project Area") located in the City; and

WHEREAS, as of the date of this Agreement there has been prepared and approved by the City a redevelopment plan for the Project and approved by the City Council; and

WHEREAS, the City has offered to sell and the Developer is willing to purchase certain parcels of real estate located in the Project Area and more particularly delineated and described in Exhibit A to this Agreement; and

WHEREAS, the City is determined that the development specified in this Agreement is in accordance with the redevelopment plan; and

WHEREAS, the City seeks to encourage high quality hotel and retail development on these Parcels, and such development will make an important contribution to the City's financial base; and

*W. J. S. J. H.*

WHEREAS, the City seeks to encourage development of these Parcels in an esthetic manner, including extensive landscaping and the incorporation of a promenade that will be built by municipal funds; and

WHEREAS, the City believes that such development is in the vital and best interests of the City and the health, safety, morals and welfare of its residents; and

WHEREAS, the City, on December 27, 1984, granted the Developer the exclusive right to negotiate with the City for development of the Parcels.

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

ARTICLE I - DEFINITIONS AND ATTACHMENTS

Section 1.01. Definitions. As used in this Agreement:

(a) "Basic Land Use Plan" means the drawing showing the overall plan of development for the Site which has been submitted by the Developer and is attached as Exhibit "B" to this Agreement;

(b) "Business Day" means any date on which the offices of the City shall be open to the transaction of normal business;

(c) "Certificate of Completion" means the certificate described in Section 3.05 of this Agreement;

(d) "City" means the City Council of the City Of Long Branch, New Jersey, a municipal corporation, individually and acting as the Long Branch Redevelopment Agency.

(e) "Commencement of Construction" means the good faith commencement of construction by the Developer of the improvements on any Parcel pursuant to plans approved under Section 2.04 of this Agreement;

(f) "Conveyance" means the delivery of a deed for a Parcel;

(g) "Developer" means Gem Holding Company, Inc., a corporation of the State of New Jersey, its successors and assigns and any other entities which, in its discretion, it associates with in any joint venture or partnership for the development of the Site or any Parcel;

(h) "Holder" in reference to a mortgage includes any insurer or guarantor of any obligation or condition secured by such mortgage;

(i) "Mortgage" includes a deed of trust or other instrument creating an encumbrance or lien upon the Site; or any part thereof, as security for a loan;

(j) "Parcels" means those interests in real estate, in, over, and under land, which are identified on the Site Map as #2 and 3;

(k) "Site" means the Garfield Park parking lot property and the South Broadway and Madison Avenue properties on Block 295 and 296, more commonly referred to as Parcels #2 and 3 on the Site Map;

(l) "Site Description" means the description attached as Exhibit "C" to this Agreement;

(m) "Site Map" means the map attached as Exhibit "A" to this Agreement;

(n) "Transfer" means the delivery of a deed for a Parcel or a portion thereof.

Section 1.02. Attachments. All of the following documents shall be considered attachments to this Agreement and are hereby incorporated herein by reference and shall, together with this Agreement, be deemed to be one in the same instrument:

1. Exhibit "A" - Site Map;
2. Exhibit "B" - Proposed Site Plan;
3. Exhibit "C" - Description of Parcels;
4. Exhibit "D" - Request For Proposals by City of Long Branch;
5. Exhibit "E" - Proposal For Ocean Place by Gem Holding Company, Inc.

ARTICLE II - DISPOSITION OF THE SITE

Section 2.01. Sale of Parcels #2 and 3.

(a) The City does hereby agree to sell to the Developer and the Developer does hereby agree to purchase, a fee interest in Parcels 2 and 3 for the sum established in Section 2.03(a) of this Agreement, to be paid as follows:

(i) A downpayment in the amount of fifty thousand dollars (\$50,000.00) shall be delivered to the City at the time of the effective date of this Agreement, consisting of a \$7,500.00 deposit previously paid with Development Proposal, plus \$42,500.00 to be paid herewith. The City shall hold such funds in an interest bearing account or invest them in such manner as the parties may agree. Interest by the City shall be credited to the balance of the purchase price or added to the downpayment and returned to Developer in the event this Agreement is voided.

(ii) The balance of the purchase price shall be paid simultaneously with delivery of the deeds for parcels #2 and #3 as follows:

It is understood that the City is presently the owner of Parcel #3 and is in the process of acquiring title to the lots in Parcel 2 and that the City requires that funds be provided to effect said acquisition or purchases. Accordingly, the Developer agrees to lend to the City those sums that will be necessary to purchase the lots in Parcel #2 as the City becomes obligated to take title thereto, on the following conditions:

(1) That the loans aforesaid shall be secured by a valid first mortgage in the properties designated as Parcel #3 in form required to protect the interests of the Developer.

(2) That the City will endeavor to arrange that its payment of purchase price for the individual lots and requests for loan advances from the Developer be combined or made as simultaneously one with the other, as possible so that the interim between the first and last advances is as close or short as possible.

(3) That in the event that title to all lots in Parcel #2 and Parcel #3 are closed, as provided by this contract, the loan(s) shall be interest free. In the event that said title closing does not take place as provided herein, the City shall be obliged to pay to the Developer, interest on unpaid balances of said loan(s) or advances thereon, from dates advances of monies were made available to the City, at the prime rate set and charged by National Community Bank, Maywood, New Jersey, for its customers, during the period those loans or advances are unpaid. In the event the contract is voided and the loan(s) or advances are repaid to the Developer, the interest charged shall be added to the principal to be repaid. In the event title closes and Parcels #2 and #3 are conveyed to the Developer, interest due shall be a credit to the Developer on account of purchase price.

(4) In the event all properties in Parcel #2 are not acquired by the City and closing of title to Parcels #2 and #3 do not take place within one year from date of this contract, the Developer shall have the option and be privileged to declare in writing this agreement null and void and receive, forthwith repayment, return of all downpayment or deposit monies and advances on account, advances or loans previously made to the City.

(5) As a condition precedent to the disposition of any parcel or portion of any parcel described in Section

2.01(a), the City shall submit the following to the developer at least ten (10) business days prior to the transfer of such parcel or portion thereof: (i) a request for acquisition and relocation funds for conveyance of such parcels; (ii) copy of proposed mortgage securing funds; (iii) copy of proposed closing documents.

(b) The conditions for sale of Parcels 2 and 3 shall be those stated in Section 2.03(d), (e) and (f) of this Agreement.

(c) Subject to the provisions of Section 8.03 of this Agreement, on or before sixty (60) days from date hereof the Developer shall deliver to the City a letter of intent from a franchisor stating that such franchisor agrees to license or operate the hotel to be constructed on Parcels 2 and 3. For the purposes of the first sentence of this subsection, the following franchises are deemed acceptable to the City: Hilton, Hyatt, Marriott and Sheraton. The letter of intent shall be binding provided that it may be subject to the availability of financing; certain specified obligations to be performed by the Developer; or obligations assumed by the City under this Agreement.

(d) Subject to the provisions of Section 8.03 of this Agreement, on or before sixty (60) days after closing of title, the Developer shall deliver to the City evidence that the Developer has obtained firm and binding commitments for financing to complete the required improvements on Parcels 2 and 3.

(e) Subject to the provisions of Section 8.03 of this Agreement, on or before one hundred eighty (180) days after issuance of all required governmental approvals and

*W. W. W.*

closing of title to Parcels #2 and #3, the Developer shall commence construction of improvements on Parcels 2 and 3.

(f) Subject to the provisions of Section 8.03 of this Agreement, if the Developer has not provided the City with a letter of intent from a franchisor, as required by subsection (c) of this Section 2.01, on or before the date specified in such subsection or if the Developer has not provided the City with evidence of financing for improvements to be constructed on Parcels 2 and 3, as required by subsection (d) of this Section 2.01, on or before the date specified in such subsection, then at the option of either party the contract may be terminated in which case the down-payment or deposit will be returned to Developer, without further cost or liability to either party.

(g) Subject to the provisions of Section 8.03 of this Agreement, if the Developer has not commenced construction of improvements on Parcels 2 and 3, as required by subsection (e) of this Section 2.01, by the date specified in such subsection, and this Agreement has not previously been terminated or if construction has commenced within time, but twenty-five (25%) percent of the dollar value of said construction work has not been completed within six (6) months of the date of commencement of construction and there is not a valid excuse for said delay as defined by this Agreement, the City may at its option terminate this Agreement and contract or otherwise arrange for completion of this project, provided that as a condition of said termination the City shall reimburse the Developer for all expenditures incurred by the Developer up to the time of termination, including but not limited to payment or reimbursement of Developer's costs for engineering, architectural and legal

*W. Allen*  
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services, filing and building permit fees, costs of construction, escrow deposits, mortgages application fees, points and interest charges and all related fees and costs and the City shall indemnify the Developer from all claims, suits and recoveries by any of the parties with whom the Developer has contracted, dealt or from whom any of the services or materials have been obtained, based upon or caused by termination of the Agreement. Upon said termination and reimbursement to the Developer, there shall be no further claims by either party against the other.

Section 2.02. Plan of Disposition for Parcels Other than Parcels 2 and 3. The City and Developer acknowledge that there have been discussions concerning Developer's interest, as set forth in its proposal, in Parcels 1, 4, 5 and 6 on Exhibit "A". As a result of the litigation instituted in the matter of Schiavo et als vs. City of Long Branch, which is now pending in the Appellate Division of the Superior Court of the State of New Jersey, and pursuant to the prohibitions set forth in N.J.S.A. 40:55-21.8, the City has made no determinations or agreements with regard to the disposition of Parcels 1, 4, 5 and 6, except as provided in Section 3.03(m). The City agrees, however, to keep Developer informed as to the status of the litigation and will advise Developer, and all other interested parties, in the availability of said Parcels when the City is legally able to proceed further with the blight determination as to said Parcels. The City agrees, however, that in the event that a party other than Developer is given the development rights to Parcels 1, 4,

*W. V. ...*

5 and 6 or in any subsequent areas acquired by the City in Blocks 293, 297 or 304, that the Agreement for the development of said Parcels shall include a clause requiring that the site plan for development be compatible with the development on Parcels 2 and 3 and that this Developer shall have the right to receive a copy of said site plan for comment prior to its approval by the appropriate municipal agency. As to any parcels or property which are presently owned by or which hereafter may be acquired by the City, the City agrees to execute and record restrictions running with the land, legally and effectively preventing and prohibiting the use thereof for hotel or motel use within 30 days hereof or within 30 days of acquisition of future properties.

Section 2.03. Disposition of Sale.

a. Except as provided in subsection (b), the purchase price to be paid by the Developer to the City pursuant to the provisions of Section 2.01 shall be one million six hundred thousand dollars (\$1,600,000.00) paid in cash, certified check or bank check in the manner described in Section 2.01(a).

(b) The parties acknowledge that the purchase price which Developer shall be required to pay to the City for Parcels 2 and 3 under subsection (a) of Section 2.01 shall also include those portions of South Broadway and Ocean Avenue that it will legally be entitled to receive as a result of any vacations of those roadways with no adjustment in price being made.

(c) Within sixty (60) days from the effective date of this Agreement, the City agrees to provide to

W.V. De.  
Sjw

Developer copies of title reports it has received for Parcel #2 of the site. The parties agree that the City has already submitted to Developer any and all available title information for Parcel #3. Developer agrees, within sixty (60) days of receipt of the aforesaid title reports, to notify the City of its objections, if any, to any defects in title disclosed by the reports for any property making up Parcel #2 which the Developer will be purchasing pursuant to the provisions of Section 2.01 of this Agreement. Failure of the Developer to object to a defective title shall be deemed to constitute acceptance of such defect. The City shall have an opportunity, prior to the conveyance of any Parcel to the Developer, to cure any defect of title to which the Developer has objected. Notwithstanding the provisions of subsection (d) of this Section 2.03, the City shall not be required to convey any portion of any Parcel to the Developer until the City has had a reasonable opportunity to cure such defective title. If the City is unable to cure any defective title to which the Developer has objected, the City may terminate this Agreement pursuant to the provisions of Section 8.01. Developer acknowledges that the City has not obtained surveys of any of the properties constituting Parcel 2 and Parcel 3 of the Site. The City will be obtaining title based upon existing metes and bounds descriptions and/or reference to tax map block and lot references. In the event that the Developer wishes to obtain surveys of said properties it will be required to obtain same at its own cost.

(d) The City shall convey to the Developer title to each Parcel or portion of said Parcels 2 and 3, which is being purchased pursuant to the provisions of Section

*W.V. Lee*  
*RJH*

2.01, by deed of bargain and sale with covenant against grantors acts. Such conveyance and title shall be subject to:

(i) Such easements as may appear in the title report required pursuant to subsection (c) of this Section 2.03 and are not objected to by the Developer pursuant to the provisions of such subsection; provided that, without the express consent of the Developer, such easements shall not impede the construction of the contemplated improvements or the uses of such Parcel contemplated by this Agreement;

(ii) Such other easements, as are necessary, to provide sewer, water, gas, telephone, electricity, and other utility services, and do not impair or impede the projected development of the Parcel by the Developer or the intended use thereof;

Title shall be good of record, merchantable and insurable, and free of liens and encumbrances, except for the covenants and restrictions set forth above. Each Parcel shall also be conveyed free of any possession or right of possession by any person other than the Developer.

(e) The City agrees to have all improvement assessments on Parcels 2 and 3 removed upon demolition of said structures.

(f) The Developer shall record this Agreement and the deed for Parcels 2 and 3 or any portions conveyed to it separately promptly after conveyance of same. This Agreement and any relevant deed shall be recorded among the land records of Monmouth County, New Jersey. The Developer shall pay all costs, for so recording this Agreement and any relevant deeds.

Section 2.04 Submissions Required Prior To Transfer. Subject to the provisions of Section 8.03 of this Agreement:

(w) V. Lee  
S. J. W.

ARTICLE III - DEVELOPMENT OF THE SITE

Section 3.01. Overall Development Concept.

(a) The Site shall be developed in a manner consistent with the basic land Use Plan. As indicated on the Site Map, the various parcels referenced in Section 2.01 shall be developed for hotel, conference center, spa and executive fitness center and retail uses permitted under the Zoning Ordinance. The City represents and agrees that the uses aforesaid are permitted, that the site plan layout conforms generally with City requirements and that the zoning for Parcels #2 and #3 will not be changed to render the project non-conforming. It is understood that a detailed site plan drawn in accordance with existing municipal requirements for site plan shall be submitted to the City.

(b) The Developer shall, consistent with the provisions of Section 3.02 of this Agreement, undertake development of the improvements indicated in subsection (a) of this Section 3.01 on Parcels 2 and 3. The City shall, consistent with the provisions of Section 3.04 of this Agreement, undertake development of the improvement indicated therein.

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SfH*

(a) Developer, as contract purchaser under this Agreement, agrees to file for site plan approval with the Planning Board of the City of Long Branch and simultaneously therewith, any approvals required from the Monmouth County Planning Board and CAFRA within sixty (60) days after closing of title.

(b) On condition that the City has acquired good and marketable title to all of the properties in Parcels #2 and #3, and that it has the right to convey same, and on condition further that all governmental approvals required for construction of the project have been obtained, and on condition that satisfactory soil tests have been conducted and obtained by the developer, upon thirty (30) days notice from either party, closing of title shall take place at the time and place mutually agreed between the parties, and the balance of the purchase price shall be paid <sup>to repayment</sup> subject to the Developer of loans or sums previously advanced under Section 2.01 or credit to the Developer for said loans.

(c) Subject to the provisions of subsections (a) and (b) of Section 3.02 of this Agreement, construction of improvements on Parcels 2 and 3 shall be in accordance with the Preliminary Construction and Design Plans for such improvements as approved by the Planning Board of the City of Long Branch and the Construction Code Official and City Engineer.

(c) Subject to the provisions of Subsection (d) of this Section 3.01(i), the hotel to be developed on Parcels 2 & 3 shall have an initial capacity of approximately 250 rooms and expansion capacity of approximately 150 rooms at the option of the Developer and the normal complement of supporting facilities and amenities as traditionally found in a hotel of the type and quality contemplated by this Agreement; (ii) retail plaza also to be developed on Parcels 2 and 3 consisting of a minimum of 25,000 sq. ft. of retail space for specialty retail uses contemplated by the Zoning Ordinance and this Agreement. Total of retail space shall be increased to 40,000 sq. ft. if the hotel is expanded to 400 rooms.

(d) The City and Developer agree to negotiate in good faith to modify the size and type of improvements set forth in subsection (c) of this Section 3.01, if the parties mutually agree that such modifications are necessary due to changes in market conditions.

Section 3.02. Obligations of the Developer.

Subject to the provisions of Section 8.03 of this Agreement and upon proof that the City has clear and marketable title to all of Parcels #2 and 3:

(a) Developer agrees to immediately take steps to privately acquire properties immediately adjacent to Parcel 3. Said properties are located on Abbottsford Avenue and are known as Block 294, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and Block 293, Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9. Developer agrees to take any and all necessary and reasonable good faith steps to privately acquire said properties. In the event, however, that Developer is unable to acquire said properties, upon notice

*W. V. Lee*  
*SJH*

from Developer, City agrees to initiate the necessary legal steps to assemble and acquire said properties for redevelopment. Upon acquisition of the properties, the City will make same available for purchase by the Developer at the condemnation acquisition cost, including litigation and relocation costs, permitting assembly and use for the same purposes as allowed for Parcels #2 and #3.

(b) Upon the City obtaining the right to allow access to both Parcels #2 and #3 and giving Developer written notice thereof, the Developer shall complete requested soil borings and tests within thirty (30) days.

(c) The Developer shall secure or cause to be secured all governmental permits required for development on Parcels 2 and 3. These approvals include, but are not limited to, site plan approval from the Long Branch Planning Board and the Monmouth County Planning Board and CAFRA approval.

(d) The Developer shall, at its own cost and expense, demolish any and all existing improvements on Parcels 2 and 3 at a time mutually agreed upon by the City and the Developer, but not later than the date demolition is necessary to permit development in accordance with Developer's construction schedule. The City shall be assured by Developer that the demolition area shall be filled, graded and leveled off in a manner which will permit proper drainage and shall further be assured that the area is cleared of debris and placed in a safe, clean, sanitary and non-hazardous condition. The City, prior to demolition, shall be entitled to remove any and all items, structures or parts thereof it shall want for its own use or for the property owner from whom it acquired title. The City agrees to issue all required demolition permits immediately upon request by the Developer. In the event

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that the Developer is prevented from proceeding forthwith with demolition for any reason whatsoever, Developer shall be entitled to declare this contract null and void and to receive return of all deposits paid to the City and repayment of all loans made to the City.

(e) Reserved.

(f) Pursuant to N.J.S.A. 40:55C-20, Developer agrees as follows: (i) that the deed transferring title to Parcels 2 and 3 shall contain a covenant running with the land to the effect that the land, and any buildings or improvements thereon, shall only be used for the purposes designated in the City's Redevelopment Plan; a provision in this Agreement and in any deed transferring title to Parcels 2 and 3 shall contain a covenant providing that the Developer shall be without the power to sell, lease or otherwise transfer the redevelopment area without the prior written consent of the Long Branch City Council acting as the Long Branch Redevelopment Agency. It is understood and agreed by the parties that the uses and purposes outlined in the Request for Proposals by the City and the Proposal by the Developer are permitted and designated in the City's Redevelopment Plan. It is further understood and agreed that there may be sale, lease, transfer or mortgage of the land, under the following circumstances: sale or transfer of the corporate stock of the Developer corporation to another corporation in which the families of William V. Maloney, Sr. or William V. Maloney, Jr. are parties in interest or to said individuals; in the event of the death or incapacitation of either or both, William V. Maloney, Sr. or William V. Maloney, Jr., sale of the corporate stock of the Developer, or sale of the fee title, itself; joint venture or syndication of the development project, or creation of a condominium

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form of ownership and development, provided that William V. Maloney, Sr. and/or William V. Maloney, Jr. remain substantial owners of the development company; once the construction of the hotel and related project have been completed and operational for one year, sale of the fee ownership by the Developer or corporate stock of the Developer shall be permitted. In all of the foregoing instances, the requisite consent of the City and the Long Branch Redevelopment Agency are hereby granted. In any event, the consent aforesaid shall not be unreasonably withheld.

(g) Pursuant to N.J.S.A. 40:55C-24, Developer agrees to be responsible for any costs related to the payment of removing, reconstructing or relocating property of any public utility which is located on Parcels 2 and 3 or in any roadway to be vacated by the City which the Developer shall then incorporate into his project. In the event the cost of said removal, reconstruction or relocation exceeds the sum of Fifty Thousand Dollars (\$50,000.00) the Developer shall be privileged to terminate this contract. The City agrees to provide the Developer, within sixty (60) days of the date of this Agreement, full drawings, details and specifications of all existing public utilities and methods or routes of said relocation or reconstruction required.

Section 3.03. Obligations of the City.

(a) The City certifies to Developer that the proposed hotel and retail uses which are to be constructed on Parcels 2 and 3 are permitted under the Zoning Ordinance of the City, and that applicable ordinances will not be changed. The City agrees and undertakes forthwith to amend its zoning ordinances to permit the development as proposed and make it conforming to ordinances including but not limited to amendment permitting the erection of a twelve story hotel of the

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height proposed.

(b) The City shall, within sixty (60) days, assure that water, sewers, and storm sewers in public rights-of-way adjacent to the Site are available and shall be of a capacity adequate to support the improvements the Developer is required to make pursuant to the provisions of Section 3.01 and 3.02 of this Agreement. The City shall not be responsible for, nor bear any portion of the costs of (i) installing lateral connections for any necessary water, sewer, or storm sewer from any public right-of-way to the boundaries of the site; or (ii) installing such water, sewer, or storm sewer within the boundaries of the Site.

(c) The City shall, at its own cost and expense, provide or secure, or cause to be provided or secured, any changes to the tax map of the City of Long Branch necessitated as a result of the acquisition and conveyance of Parcels 2 and 3 to the Developer, together with the inclusion of any property which shall, by operation of law, become that of the Developer as a result of any street vacation ordinances.

(d) The City shall use its best efforts to assist the Developer in obtaining all governmental permits required for development of Parcels 2 and 3 with respect to which the Developer is required to undertake improvements pursuant to the provisions of Section 3.01(b) of this Agreement.

(e) The City agrees to relocate, prior to closing of title, at its own expense, the Garfield Monument located on Parcel 3.

(f) The City agrees to introduce <sup>and pass,</sup> no later than 45 days from the date of this contract, an ordinance conditionally vacating that portion of Ocean Avenue from Laird Street to Madison Avenue and South Broadway from Ocean Avenue

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to Abbottsford Avenue, said ordinance to be conditioned only upon the following items: (1) completion of Ocean Boulevard and opening of same for public use. In the event Ocean Boulevard is not completed and/or that condition eliminated within seven (7) months from date of this contract, Developer shall be privileged to terminate this agreement. The vacation of South Broadway and the vacation of that portion of Ocean Avenue which lies between South Broadway and Madison Avenue may be deferred until the City acquires title to the lots in Parcel #2 but shall take place immediately thereafter. The City agrees <sup>simultaneous with closing</sup> to execute and record deeds of restriction running with the land providing that no structures or use shall be constructed <sup>or permitted</sup> between Parcel 2 and 3 and the high water mark of the Atlantic Ocean except for the Promenade, the proposed gazebos, the comfort stations and the stairways to the beach, and that the owners of Parcels 2 and 3 and their guests, agents, and employees shall have full, unlimited and unrestricted access on and upon said property to the high water mark of the Atlantic Ocean and the beach adjacent to Parcels 2 and 3, subject to the provisions of Section 3.03(i).

(g) City agrees to construct the promenade between Laird Street and Madison Avenue, which has been approved by the State of New Jersey, Department of Environmental Protection, Office of Green Acres, as set forth in Section 3.04.

(h) The City agrees to approve an ordinance to provide a Payment In Lieu of Taxes pursuant to N.J.S.A. 54:4-3.101c, providing the maximum tax abatement available by law at the time the project is completed, up to a ten year tax phase in, (i.e. no payment first year, 10% of taxes otherwise due in second year increasing by 10% each year until 90% in tenth year but the minimum tax abatement bene-

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fits to the Developer shall be as set forth over five (5) years by N.J.S.A. 54:4-3.101c. i.e. In the first full calendar year, after completion of construction (issuance of full Certificate of Occupancy) and commencement of operation by the Developer no payment in lieu of taxes otherwise due. In the second calendar year, an amount not less than 20% of taxes otherwise due. In the third calendar year, an amount not less than 40% of taxes otherwise due. In the fourth calendar year, an amount not less than 60% of taxes otherwise due. In the fifth calendar year, an amount not less than 80% of taxes otherwise due.

(i) Beach Use, Rights and Security shall be as follows:

(1) City agrees that Developer's hotel and other guests, customers, patrons, invitees and employees shall have free, unlimited and unrestricted rights to access and use the beach area adjacent to Parcels #2 and #3.

(2) City agrees to designate the above area, a "bathing" beach, to provide lifeguards, to provide a strict code and policing of the beach and Promenade to prevent sale and consumption of food thereon, disrobing, athletic activities, presence of criminals or other undesirable behavior or conditions and to maintain and clean the beach area.

(3) Developer shall be afforded the privilege to maintain a building for a refreshment area, comfort facilities and lounge chairs for its guests in proximity to the Promenade and beach.

(4) Developer agrees to pay an annual service charge equal and proportionate to the charge to other persons or entities, for which Developer shall be entitled and authorized to issue tickets on a daily basis in lieu of badges.

(j) City agrees that the entire beach between Parcels 2 and 3 and the low water line shall be cleared of all construction, pilings or obstructions. It further agrees to clean said beach and, if necessary, install additional clean sand of beach quality. All railings, walkways, stairways, stanchions and other old boardwalk construction shall be removed, repaired or replaced to create a usable and attractive beach area.

(k) The City agrees to provide to the Developer a plenary hotel liquor license covering all sales of liquor (alcoholic beverages) within the hotel and accessory restaurant and retail complex buildings, together with requisite food licenses, all licenses to be without charge other than the normal annual standard fees.

(l) The City agrees to retain an engineer, expert in beach erosion and protection for inspection, evaluation and report relative to the sea wall adjacent to Parcels 2 and 3 at the City's cost. The inspection and report shall indicate whether the sea wall is sound and whether it will support the intended construction of the Promenade and hotel and accessory or related construction as proposed, over a projected period of forty years from date. In the event the City is unable to commit to repair or reconstruct the sea wall or is unable to provide an engineer's certificate satisfactory to Developer regarding the requirements aforesaid within ninety (90) days from the date of contract, the Developer shall be privileged to terminate this contract.

(m) In order to protect the Developer from development adjacent to the project site which is or may be detrimental to the project and the interests of the Developer, if the City proceeds with Declarations of Blight, litigation,

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condemnation and other actions necessary to acquire Block 297 on the Long Branch Tax Map and if it is successful in the lawsuit referred to in Section 7.02(h) and acquires same, the City agrees to forthwith make the same available for purchase by the Developer at the acquisition cost, including litigation and relocation costs.

(n) It is further understood and stipulated that the undertakings and commitments to be performed by the City as specified in this contract have been made <sup>by the City</sup> and received by the Developer as inducements to enter into this agreement and to make the considerable investment and risk of capital required to process and complete the project and development contemplated as a first class quality hotel, and have been relied upon by the Developer in executing this Agreement.

(o) Unless a time for completion of the foregoing obligations aforesaid is otherwise specified, all of said obligations of the City shall be completed prior to giving of notice to close title, but in any event they shall be completed within one (1) year from the date of this Agreement.

Section 3.04. Promenade.

(a) The City agrees to be responsible for all reasonable costs and expenses for the design and construction of a promenade from Laird Street to Madison Avenue, said promenade to be in general compliance with the application filed with the State of New Jersey, Department of Environmental Protection, Office of Green Acres, from which the City has received a \$375,000.00 loan and \$125,000.00 grant for design and construction of said promenade. The Promenade shall be constructed as nearly as possible to the grade or elevation of Developer's site.

(b) Upon completion of the design for said promenade, a copy shall be furnished to the Developer for its review and

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comment. Developer's architect shall be privileged to participate in the design of the Promenade.

(c) Developer shall be accorded the right, at its own expense, to provide access over or under said promenade by an elevated overpass or tunnel for the use of its hotel guests, said right being subject to any necessary approvals from the State of New Jersey, Department of Environmental Protection.

Developer and its employees and guests shall have a right-of-way for unlimited access to and across the Promenade. No structure shall be constructed by the City over the ground level Promenade, except for the proposed gazebos and comfort stations. The City agrees in perpetuity, to maintain the Promenade in good repair, condition and appearance, to illuminate same and provide security thereon.

Section 3.05. Certificates of Completion.

(a) A Certificate of Completion shall be issued by the City upon written request of the Developer following substantial completion of the improvements to be made on Parcels 2 and 3 by the Developer. Issuance of such certificate shall be a conclusive determination that the improvement has been completed in accordance with the requirements of this Agreement and shall constitute a waiver by the City of any right to assert otherwise. For purposes of the first sentence of this subsection, the term "substantial completion" means completion sufficient to entitle the developer to a full or temporary certificate of occupancy under any applicable building or zoning code or the Uniform Construction Code or its local equivalent.

(b) The City shall not unreasonably withhold any Certificate of Completion requested by the Developer for any improvement. If the City refuses to issue any

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such certificate, it shall, within thirty (30) business days of the City's receipt of the Developer's request for such certificate, advise the Developer of the specific reasons why the certificate is not being issued and what further actions the Developer must take in order to obtain such certificate. Failure of the City, within thirty (30) business days of its receipt of a request from the Developer, either to issue the requested certificate or to state its reason for not doing so shall be deemed to constitute an issuance of such certificate. Only violation of or deficiency in code requirements shall justify refusal to issue certification of compliance.

Section 3.06. Right of City to Cure Certain Defaults and Satisfy Certain Liens.

(a) In the event of a default by the Developer under any mortgage, which default gives rise to a notice by the holder thereof of intention to assume possession of any Parcel previously transferred to the Developer pursuant to the provisions of Section 2.01 of this Agreement, whether through a foreclosure action or by accepting a deed-in-lieu of foreclosure, the City may, at its option, cure such default prior to the assumption of possession by such holder.

(b) After transfer of any Parcel to the Developer pursuant to the provisions of Section 2.01 of this Agreement but prior to the issuance of a Certificate of Completion for any improvement to be constructed on such Parcel, the City shall have the right to satisfy any lien or encumbrance on such Parcel which the Developer has not cured or satisfied within a reasonable time; provided, however, that this subsection shall not be construed as requiring the Developer to pay or make pro-

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vision for the payment of any tax, assessment, lien, or charge so long as the Developer in good faith shall contest the validity or amount thereof and so long as such delay in payment shall not subject the Parcel to forfeiture or sale.

(c) In the event that the City shall exercise its rights under subsection (a) or (b) of this Section 3.06 to cure or satisfy any default of the Developer or lien against any Parcel previously conveyed to the Developer, the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing such default or satisfying such lien and shall also be entitled to a lien upon the Parcel concerned to the extent of such costs and expenses.

(d) The Developer shall cause each mortgage to which it is a party and which affects any Parcel previously transferred to the Developer pursuant to the provisions of Section 2.01 of this Agreement to incorporate the rights of the City under this Section 3.06. In addition, the Developer shall cause each mortgage to which it is a party and which affects any Parcel previously transferred to the Developer, to include a clause requiring that the mortgagee notify the City of any default in payments by Developer and of any intention to foreclose upon Parcels 2 or 3.

(e) The provisions of this section shall become null and void upon completion of the construction of the first phase (250 rooms and 25,000 sq. ft. of retail space) of the project.

Section 3.07. Right of City to Pay Mortgage Debt and Purchase Property.

(a) In the event that, subsequent to default

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or breach by the Developer or its successor in interest under this Agreement, the holder of any mortgage on any Parcel or part thereof:

- (i) has, and gives notice of exercise of the option to construct or complete the improvements relating to the Parcel or part thereof by its mortgage or to which it has obtained title, or
- (ii) undertakes construction or completion of the improvements, but does not complete such construction within the period as agreed upon by the City and such holder, and such default shall not have been cured within forty (40) business days after written demand by the City,

the City shall have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby; or, in the event ownership of the Parcel or part thereof has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Parcel or part thereof upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure or action taken in lieu thereof; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Parcel; (iv) the costs of any improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence. Nothing herein shall limit, qualify or eliminate the Developer's rights of redemption,

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entitlement to surplus monies on foreclosure sale or other rights as a mortgagor in foreclosure

(b) The Developer shall cause each mortgage to which it is a party and which affects any Parcel previously transferred to the Developer pursuant to the provisions of Section 2.01 of this Agreement to incorporate the rights of the City under this Section 3.07.

(c) If the provisions of this or the preceding section (3.06 and 3.07) are not acceptable to a prospective bona fide mortgagee and thereby jeopardize obtaining financing for the project, they shall become null and void. In any event the provisions of these sections shall become null and void upon completion of the first phase of the project as aforesaid.

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ARTICLE IV - PARTICULAR COVENANTS OF THE DEVELOPER.

Section 4.01. Developer's Deposit.

(a) Within five (5) business days following the effective date of this Agreement, the City shall establish an escrow account in the amount of fifty thousand dollars (\$50,000.00) with an escrow agent mutually acceptable to the City and the Developer. All costs associated with such escrow account shall be borne by the Developer. The escrow agent shall hold such funds in an interest bearing account or invest them in such manner as the parties may agree. Subject to the provisions of subsection (c) of this Section 4.01, interest shall be payable to the party ultimately entitled to the deposit or downpayment. It is understood that the \$50,000.00 aforementioned consists of the \$7,500.00 deposit previously paid with Development Proposal plus \$42,500.00 to be paid herewith.

(b) In the event that this Agreement is terminated by either party pursuant to the provisions of Sections 8.01 or 2.01(f), or for failure of any condition or contingency, the escrow agent shall disburse all funds then remaining in the escrow account to the Developer.

(c) In the event there is a default by the Developer which does not entitle Developer to return of the deposit or credit therefor, the escrow agent <sup>shall</sup> disburse the funds in the escrow account to the City.

Section 4.02. Indemnification.

The Developer shall indemnify and hold harmless the City against all liability for any injury to any person or to the property of any person related to or arising out of work performed by the Developer or its employees or agents on such Parcel prior to the transfer of such Parcel.

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(b) Notwithstanding the provisions of subsection (a) of this Section 4.02, the Developer shall not indemnify or hold harmless the City for any injury caused by any act or omission of the City or its employees or agents.

Section 4.03. Right of Access. After transfer of any Parcel to the Developer pursuant to the provisions of Section 2.01 of Agreement and prior to issuance of any Certificate of Completion with respect to the improvements to be made on such Parcel, representatives of the City, who are so identified in writing, shall have a right of access to such Parcel at all reasonable times to inspect the work being performed by the Developer.

Section 4.04. Non-discrimination. The Developer and its successors and assigns agree that they shall comply with all applicable laws governing discrimination upon the basis of race, color, creed, age, sex, handicap, or national origin in the sale, lease, or rental of the Site or any improvements erected thereon. This covenant shall run with the land and shall be included in any deed or lease transferring any Parcel to the Developer and its successors and assigns.

Section 4.05. Restriction on Use. The Developer and its successors and assigns shall devote the Site to, and only to, uses consistent with the Redevelopment Plan; provided that uses specified in Section 3.01(a) and (c) of this Agreement shall be deemed to be consistent with that plan and to such other uses as are permitted by the zoning ordinances approved by the appropriate agencies of the City of Long Branch.

Section 4.06. Prohibition Against Transfer of Corporate Interest. The Developer represents that its purchase of Parcels 2 and 3 pursuant to Section 2.01 of

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this Agreement is for the purpose of development of these Parcels in accordance with agreement. The Developer recognizes that, in view of the importance of the development of the Site to the general welfare of the community, the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer. For the foregoing reasons, the Developer represents and agrees that: (i) William V. Maloney, Sr., Gloria E. Maloney, William V. Maloney, Jr., Phyllis Maloney, Sharon DeVries and Donald DeVries, hold the controlling interest in the Developer ~~Gen~~ Corporation; (ii) prior to the issuance of a Certificate of Completion for improvements on Parcels 2 and 3, and all of the aforementioned stockholders shall not, without the prior approval of the City, transfer more than a total of ten percent (10%) of the stock issued and outstanding (both common and preferred) to any party other than the aforementioned named individuals; provided that this Section 4.06 shall not prohibit any transfer of interest in the corporation from Developer Corporation, to any other corporation, partnership or joint venture consisting of the same parties as named hereinbefore. Notwithstanding the foregoing, this Section shall not be interpreted to prohibit Developer from obtaining necessary financing to perform its obligations under Section 3.01(b) of this Agreement to make improvements on Parcels 2 and 3, nor shall this paragraph prevent any of the activities, transfers or transactions permitted by Section 3.02(f) and in no case shall any of the restrictions continue after the first phase of the project (250 rooms, hotel and 25,000 sq. ft. retail) have been operational for one year.

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Section 4.07. Sign Approval. No advertising, directional, identification or other sign which is visible from any public right-of-way shall be installed on the Site without the prior approval of the City. Such right of approval shall apply to all aspects of such sign including, but not limited to, sign design, illumination, location, materials, colors, method of installation and conformity with the Basic Land Use Plan, the provisions of this Agreement, and any applicable laws and regulations. Each request for sign approval shall be approved or disapproved by the City as promptly as possible but, in any event, within twenty (20) business days of receipt of such request, provided that if the City denies approval of any sign, the City shall state the reasons for such disapproval and the steps which the Developer can take to render such sign acceptable to the City. Failure of the City to approve or disapprove any request for sign approval submitted pursuant to this Section 4.07 within the time period established herein shall be deemed to constitute approval.\*

ARTICLE V - PARTICULAR COVENANTS OF THE CITY

Section 5.01. Right of Access. Prior to the transfer of any Parcel to the Developer pursuant to the provisions of Section 2.01 of this Agreement, representatives of the Developer shall have a right of access to such Parcel, at all reasonable times, for the purpose of obtaining data and making surveys and tests necessary or convenient to carry out the purposes of this Agreement.

Section 5.02. Operation, Maintenance, and Policing of Beaches and Promenade. The City shall operate, maintain, and police the beach and promenade immediately in front of Parcels 2 and 3 in a manner consistent with the overall development goals established in this Agreement and with the

\* In the event the Developer's request for signs is not granted, the Developer will be privileged to void this Agreement.

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Section 6.03. Copy of Notice of Default to Mortgage Holder. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

Section 6.04. Mortgage Holder's Option to Cure Defaults. After any breach or default referred to in Section 6.03 of this Agreement, each mortgage holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided that, if the breach or default is with respect to construction of improvements to a Parcel, nothing contained in this Agreement shall permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the improvements on the Parcel to which the lien or title of such holder relates. Any such holder who shall substantially complete the improvements relating to a Parcel shall be entitled, upon written request made to the City, to a Certification of Completion in the manner provided in Section 3.05 of this Agreement. In the event this provision is objectionable to any bona fide prospective mortgagor, it shall be null and void.

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ARTICLE VII - REPRESENTATIONS AND WARRANTIES.

Section 7.01. Representations and Warranties.

The Developer represents, warrants, and acknowledges that, as of the date of its execution of this Agreement:

(a) It is a corporation duly organized and validly existing pursuant to the laws of the State of New Jersey and has the requisite power and authority to enter into this Agreement;

(b) This Agreement has been duly authorized and constitutes a valid and legally binding obligation enforceable against it in accordance with the terms hereof, except as limited by bankruptcy or other similar laws relating to or affecting the enforcement of creditors' rights;

(c) Except as contained herein, the City has made no other representations, warranties, or agreements to or with it with respect to the subject matter of this Agreement;

(d) It has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, except for its normal costs of conducting business and the costs of professional services including the services of architects, engineers, and attorneys.

Section 7.02. Representations and Warranties of the City The City represents, warrants, and acknowledges that, as of the date of its execution of this Agreement:

(a) It is a municipal corporation duly organized and validly existing pursuant to the laws of the State of New Jersey and has the requisite power and authority to enter into this Agreement;

(b) This Agreement has been duly authorized and constitutes a valid and legally binding obligation

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enforceable against it in accordance with the terms hereof, except as limited by bankruptcy or other similar laws relating to or affecting the enforcement of creditors' rights;

(c) Except as contained herein, the Developer has made no other representations, warranties, or agreements to or with it with respect to the subject matter of this Agreement;

(d) Except for the cases styled Schiavo et als vs. City of Long Branch, Docket No. L-016689-84E P.W. in the Superior Court of the State of New Jersey, and Ric-Cic vs. City of Long Branch, Docket No. L-071509-84, filed in the Superior Court of New Jersey, Monmouth County, there is no action or proceeding pending or threatened, known to it, which questions the validity or prospective validity of this Agreement insofar as such validity relates to its authority, or any essential element upon which this Agreement depends, or any action to be taken by it pursuant to this Agreement;

(e) Insofar as its capacity to carry out any obligation under this Agreement is concerned, the execution of, and performance pursuant to, this Agreement will not result in the breach or violation of any provision of its charter or ordinance or of any statute, regulation, agreement, judgment, or decree to which it is subject;

(f) No official or employee of the City has any personal interest, direct or indirect, in this Agreement nor shall any such official or employee participate in any decision relating to this Agreement which in any way affects his personal interests or the interests of any corporation, partnership, or association in which he has a direct or indirect interest;

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(g) It has not engaged any broker, agent, finder, or other third person in connection with this Agreement or any of the transactions described herein; and

Section 7.03. Evidence of Authority of the City.

Simultaneous with its execution of this Agreement, the City shall deliver to the Developer a certified copy of the resolution adopted by its City Council authorizing the City's execution of this Agreement.

ARTICLE VIII - TERMINATION AND DISPUTES

Section 8.01. Termination by Either Party.

(a) In the event that (i) the Developer determines, based upon tests and studies conducted pursuant to Section 5.01 of this Agreement, that a Parcel to be conveyed pursuant to Section 2.01 is not suitable because of adverse soil conditions or other similar physical circumstances for the construction of improvements specified in Section 3.01(c); (ii) the City is unable to cure any defect of title to which the Developer has objected pursuant to the provisions of Section 2.03(c) of this Agreement; (iii) In the event that the City is unable to acquire title to all properties in Parcels #2 and #3 within one year as provided in Section 2.01(a)(ii)(4) or (iv) In the event the Developer is unable to secure all governmental approvals as provided in Section 3.02(c), within six months of the date of presentation of proof that the City has clear and marketable title to all of Parcels #2 and #3; <sup>or (v) In the event of any terminations by Developer\*</sup> / In the event that any of the conditions aforesaid occur, Developer may terminate this Agreement by giving twenty (20) business days' advance notice thereof to the City and all deposit or downpayment monies shall be returned to the Developer forthwith and all monies advanced or loaned to the City under Section 2.01(a) shall be immediately due and payable to the Developer; or ~~(v) In the event of any termination~~

\* as permitted by this agreement;

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~~by Developer as permitted by this Agreement.~~

(b) In the event of any termination as provided in subsection (a) of this Section 8.01 the provisions of this Agreement shall be of no further force or effect except that such termination shall not affect any rights, benefits, liabilities, obligations, or responsibilities of the parties relating to any prior disposition or development of any Parcel.

(c) Subsections (a) and (b) of this Section 8.01 shall not apply to any termination of this Agreement pursuant to the provisions of subsections (f) and (g) of Section 2.01 and such terminations shall be effective without any action of either party.

Section 8.02. Defaults.

(a) Except for the failures specified in Sections 8.01 and 2.01(f) and (g), any failure or delay by either party in performing pursuant to the provisions of this Agreement may constitute a default upon the giving of notice thereof by the other party. Any such notice shall specify with particularity the nature of the default being asserted.

(b) Upon receipt of any notice of default issued pursuant to subsection (a) of this Section 8.02, the party receiving such notice shall have thirty (30) business days within which to cure the asserted default or to commence actions which will result in such cure as promptly as possible after the expiration of such thirty (30) business day period.

(c) If, at the end of the thirty (30) business day period described in subsection (b) of this Section 8.02, the default remains uncured but the party receiving the notice of default is diligently pursuing a course of action which

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may result in the curing of such default, then the period for curing the asserted default shall be deemed extended until the default is cured, provided that the party receiving the notice of default continues diligently to pursue actions designed to result in such cure, and provided further that in no case shall the party giving the notice of default be required to extend the period of curing longer than one hundred twenty-five (125) business days.

(d) If, at the end of the thirty (30) business day period described in subsection (b) of this Section 8.02, the default remains uncured and the party receiving the notice of default is not diligently pursuing a course of action which will result in the curing of such default or, if, for any reason, the party receiving the notice of default has not cured the default within one hundred twenty-five (125) business days, then the party giving the notice of default may terminate this Agreement. Such termination shall be deemed to be final and binding unless, within twenty (20) business days of such termination, the party against whom such default is asserted institutes legal action in any court of competent jurisdiction to challenge such termination.

(e) In the event that use of the process described in this Section 8.02 leads to or results in the termination of this Agreement, the provisions of this Agreement shall be of no further force or effect except that such termination shall not affect any rights, benefits, liabilities, obligations, or responsibilities of the parties relating to any prior disposition or development of any Parcel.

Section 8.03. Extension of Times of Performance;  
Enforced Delay.

(a) If, on or before the time set for providing same, Developer has not provided to the City the letter of intent of a franchisor who shall license or operate the hotel to be constructed on Parcels 2 and 3 as required by Section 2.01(c) of this Agreement, but the Developer provides to the City evidence that the Developer is diligently pursuing its obligation to obtain a franchise and it appears reasonably likely that such a franchise will be obtained within the period of the requested extension, then the Developer may request one or more reasonable extensions of time within which the Developer is required to obtain a franchisor.

(b) If, on or before the time provided Developer has provided to the City the letter of intent from a franchisor required pursuant to Section 2.01(c) of this Agreement, the Developer has not provided to the City evidence of financing for improvements to be constructed on Parcels 2 and 3 as required by Section 2.01(d) of this Agreement, but the Developer provides to the City evidence that the Developer is diligently pursuing its obligation to obtain financing for the improvements and it appears reasonably likely that such financing will be obtained within the period of the requested extension, then the Developer may request one or more reasonable extensions of time within which the Developer is required to provide evidence of financing.

*J.W. V. Lee.*  
*ASW*

(c) If, on or before time provided, after the Developer has delivered to the City the letter of intent from a franchisor required pursuant to Section 2.01(c) of this Agreement, the Developer has not commenced construction of improvements on Parcels 2 and 3 as required by Section 2.01(e) of this Agreement, but the Developer has obtained a franchisor as required by Section 2.01(c) and provides to the City evidence that the Developer is diligently pursuing its obligation to obtain financing for the improvements and commence construction and it appears reasonably likely that such construction will be commenced within the period of the requested extension, then the Developer may request one or more reasonable extensions of time within which the Developer is required to commence construction;

(d) If, because of any inability to obtain financing commitments, the Developer is unable to fulfill its obligations in a timely manner as specified in Sections 2.02, 2.04, 3.01, or 3.02, of this Agreement, but the Developer provides to the City evidence that the Developer is otherwise diligently pursuing its obligations and it appears reasonably likely that necessary financing commitments will be obtained within the period of the requested extension, then the Developer may request a reasonable extension of time within which the Developer is required to fulfill such obligations. It is understood and agreed that nothing contained in this subsection or elsewhere in this Agreement shall require the Developer to obtain any financing commitment under terms or conditions which the Developer, in its sole discretion, determines would render the construction or operation of the improvements to be financed pursuant to such commitment financially infeasible for the Developer.

*J. V. Lee*  
*R. H. W.*

(e) Any extension of time requested by the Developer pursuant to the provisions of subsections (a), (b), (c), or (d), of this Section 8.03 shall not be unreasonably withheld by the City but shall remain in effect only so long as the Developer continues diligently to pursue its obligations under this Agreement; provided that nothing in this subsection shall apply to any extension which is within the sole discretion of the City to grant.

(f) Any request by the Developer for an extension of time pursuant to subsection (a), (b), (c), or (d) of this Section 8.03 shall be made prior to the expiration of the time for performance by the Developer pursuant to such subsection. Each request for an extension shall state the length of the proposed extension.

(g) In addition to the provisions of subsections (a) through (f) of this Section 8.03 pertaining to extensions of time, performance by either party hereunder shall not be in default where any delay or failure to perform is beyond the control or without the fault of the party claiming an extension of time to perform and is due to any war; insurrection; strike; lock-out; riot; flood; earthquake; fire; casualty; act of God; act of the public enemy; epidemic; quarantine restriction; freight embargo; lack of transportation; governmental restriction or priority; unusually severe weather; inability to secure necessary labor, materials or tools; delay of any contractor, subcontractor, or supplier; act of the other party; proceeding before or act or failure to act of any public or governmental agency or

*R. V. Lee*

entity (except that the act or failure to act of the City shall not excuse performance by the City); or any other cause, including litigation.

(h) Any extension of time for a cause described in subsection (g) of this Section 8.03 shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. Either party claiming such an extension of time for performance shall promptly give notice thereof to the other party.

#### ARTICLE IX - MISCELLANEOUS PROVISIONS

##### Section 9.01. Entire Agreement; Amendment; Construction.

(a) This Agreement, together with the Exhibits hereto, constitute the entire agreement of the parties with respect to the matters set forth herein. All prior discussions or understandings with regard to the subject matter hereof are deemed merged herein.

(b) This Agreement may be supplemented or amended only by a writing signed by the parties hereto.

(c) The captions contained herein are for convenience only and shall be disregarded in the construction of this Agreement. All references herein to any gender or number shall be deemed to include all others, as the context may require.

Section 9.02. Assignment. Except as set forth herein, no right, benefit, or advantage inuring to any party to this Agreement and no obligation or liability undertaken by either party to this Agreement may be assigned without the prior written approval of the other party hereto which consent shall not be unreasonably withheld. It is expressly understood and agreed that this agree-

*W. V. Lee - ADH*

ment may be assigned to and all obligations assumed by a fully owned subsidiary corporation of Gem Holding Company, Inc. The City agrees and consents to said assignment and agrees that upon assignment to said subsidiary corporation, Gem Holding Company, Inc. shall be released from any further liability or obligation under this agreement.

Section 9.03 Successors and Assigns. The covenants provided in this Agreement shall be covenants running with the land and shall be binding upon and inure to the benefit of the successors and, in the event of a valid assignment pursuant to Section 9.02, the assigns of the parties hereto.

Section 9.04. Execution in Counterparts. This Agreement may be executed in counterparts, which counterparts shall be deemed to be originals and shall together constitute one and the same instrument.

Section 9.05. Cumulative Rights and Remedies. All rights and remedies of the parties under this Agreement shall be cumulative.

Section 9.06. Nonmerger. Each representation and warranty contained herein shall survive the closing of any transactions contemplated in this Agreement unless waived in writing by the party for whose benefit such representation or warranty was made.

Section 9.07. Severability. The invalidity of any Article, Section, subsection, or provision of this Agreement shall not affect the validity of any other Article, Section, subsection, or provision thereof.

Section 9.08. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

*R. V. [Signature]*  
*[Signature]*

Section 9.09. Disclaimer of Third Party Beneficiary Rights. It is the intent of the parties to this Agreement to create rights and benefits for the benefit of the parties named herein and for certain mortgage holders and not for any other persons. Accordingly, the parties disclaim any intent whatsoever to create any third party beneficiary rights by their execution of this Agreement, except those specifically granted to mortgage holders in Article VI of this Agreement.

Section 9.10. Additional Instruments and Documents. The parties hereto agree to execute and deliver such additional instruments and documents as shall be necessary or desirable to give effect to the provisions of this Agreement, even if such instruments and documents must be executed after the effective date of this Agreement.

Section 9.11. Approvals and Extensions by Either Party. Wherever this Agreement requires the City or the Developer to approve any contract, document, plan, specification, drawing, or other matter, such approval shall not be unreasonably withheld. Except where the decision to grant or deny an extension is within the sole discretion of the City, whenever the City or the Developer requests for good cause any extension of time within which to meet its obligations under this Agreement, such extension shall not be unreasonably withheld.

Section 9.12. Computation of Time. In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time shall begin to run shall not be included. The last calendar day of any period so

*Rob U-c*

computed shall be included unless it is not a business day, in which event the period shall run until the end of the next business day.

Section 9.13. Nonliability of City Officials and Employees. No official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount which may become due to the Developer or on any obligation of the City under the provisions of this Agreement.

Section 9.14. No Partnership or Joint Venture With City Created. Nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture, between the City and the Developer or as constituting the Developer as the agent or representative of the City for any purpose or in any manner whatsoever.

Section 9.15. Waiver of Rights. Failure of either party to exercise any right or remedy hereunder shall not impair any of its rights nor be deemed a waiver thereof and no waiver of any of its rights shall be deemed to apply to any other such rights, nor shall such waiver be effective unless in writing and signed by the party.

Section 9.16. Notices.

(a) All notices required or permitted under this Agreement shall be in writing.

(b) Any communication to the Developer shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested,

*[Handwritten signature]*

at Gem Holding Company, Inc. 17 Westerly Road, Saddle River, New Jersey, 07458; or at such other address as may be furnished in writing by the Developer to the City, with a copy of such communication personally delivered or mailed in a similar manner to City of Long Branch, 344 Broadway, Long Branch, New Jersey 07740, and to Eugene A. Iadanza, Esq., 1090 Broadway, West Long Branch, New Jersey 07764 (or his successor), on the condition that the City advise the Developer as to the name and address of the successor to the present city attorney.

(c) Any communication to the City shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested, by Mr. Anthony Muscillo, Business Administrator (or his successor as Business Administrator), 344 Broadway, Long Branch, New Jersey 07740, or at such other address as may be furnished in writing by the City to the Developer, with a copy of such communication personally delivered or mailed in a similar manner to Eugene A. Iadanza, Esq., City Attorney (or his successor as City Attorney), 1090 Broadway, West Long Branch, New Jersey 07764.

Section 9.17. Acceptance of Agreement by the City.

This Agreement, when executed by the Developer and delivered to the City, shall be authorized, executed and delivered by the City.



Section 9.18. Effective Date. The effective date of this Agreement shall be the date on which (i) the Agreement shall have been executed by both of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the dates indicated below.

LONG BRANCH REDEVELOPMENT AGENCY

ATTEST:

Anthony Muscillo  
Anthony Muscillo, Executive  
Director/Secretary

by Philip J. Hayes  
Philip J. Hayes, Chairman

GEM HOLDING COMPANY

ATTEST:

Raymond Madonia  
V-P Secretary

by William D. Callaway  
BD CH. J. Power

CITY OF LONG BRANCH

ATTEST:

Jennie C. DeFazio  
Jennie C. DeFazio, Clerk  
3-26-85

by Philip D. Huhn  
Philip D. Huhn, Mayor

W. Callaway

WCH

Councilperson: <sup>ZAMBRANO</sup> Offers the Following Resolution and Moves its Adoption

**RESOLUTION AUTHORIZING ASSIGNMENT OF DEVELOPMENT AGREEMENT.**

WHEREAS, the City of Long Branch entered into a Disposition and Development Agreement with GEM Holding Co., Inc. on March 26, 1985; and

WHEREAS, GEM Holding Co. wishes to assign its rights pursuant to that agreement to Tiburon Ocean Place, LLC; and

WHEREAS, Tiburon Ocean Place, LLC and GEM Holding Company, Inc. have executed said assignment, a copy of which is annexed; and

WHEREAS, Section 9.02 of the Disposition and Development Agreement required said assignment to be approved by the City of Long Branch and its redevelopment agency; and

WHEREAS, said assignment would be in the best interest of the City of Long Branch and its efforts in redevelopment of the hotel campus designated redevelopment zone:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Redevelopment Agreement entered into between the City of Long Branch and GEM Holding Company, Inc. be and hereby is assigned to Tiburon Ocean Place, LLC.

SECONDED BY COUNCILMAN GIORDANO AND ADOPTED UPON

THE FOLLOWING ROLL CALL VOTE:

AYES: 5  
NAYS: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, IRENE JOLINE, CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE, AND CORRECT COPY OF RESOLUTION (PASSED ADOPTED) BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON NOV 9, 2000  
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 13 DAY OF NOV 2000  
CITY CLERK

ANSELL ZARO  
GRIMM & AARON  
PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW  
1500 LAWRENCE AVENUE  
CN 7807  
OCEAN, NJ 07714  
17321 927-1000

R377-00

**ASSIGNMENT**

**WHEREAS**, Section 9.02 of the Disposition and Development Agreement

Between the Mayor and Council of the City of Long Branch, New Jersey, the Long Branch Redevelopment Agency and Gem Holding Company, Inc., requires all assignments under that contract to be approved by the parties thereto;

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

- 1. Gem Holding Company, Inc. hereby assigns to Tiburon Ocean Place, LLC all of its right, title, interest, benefits and advantage to this agreement.

**IN WITNESS WHEREOF**, this Assignment has been executed and delivered by

the parties hereto as of the dates indicated below.

Dated: 9/23/00

ATTEST:

William C. Brewer  
William C. Brewer

Dated: 10-23-00

ATTEST:

D. P. Breunberg

Wh consent the form and substance:

Dated:

ATTEST:

\_\_\_\_\_

Dated:

ATTEST:

\_\_\_\_\_

William C. Maloney Jr.  
GEM HOLDING COMPANY, INC.

By [Signature]  
President

TIBURON OCEAN PLACE, LLC  
BY: TIBURON CAPITAL LLC,  
MANAGER

By [Signature]  
JOHN F. DIXON, MEMBER

CITY OF LONG BRANCH

By \_\_\_\_\_

LONG BRANCH REDEVELOPMENT AGENCY

By \_\_\_\_\_

CIT  
MONMOUTH  
T. W. SEAMAN &  
PROFESSIONAL

OCEAN

OCEAN

ABEOT SFORD  
AVENUE

WILL  
STREET

BOULEVARD

AVENUE

BROADWAY

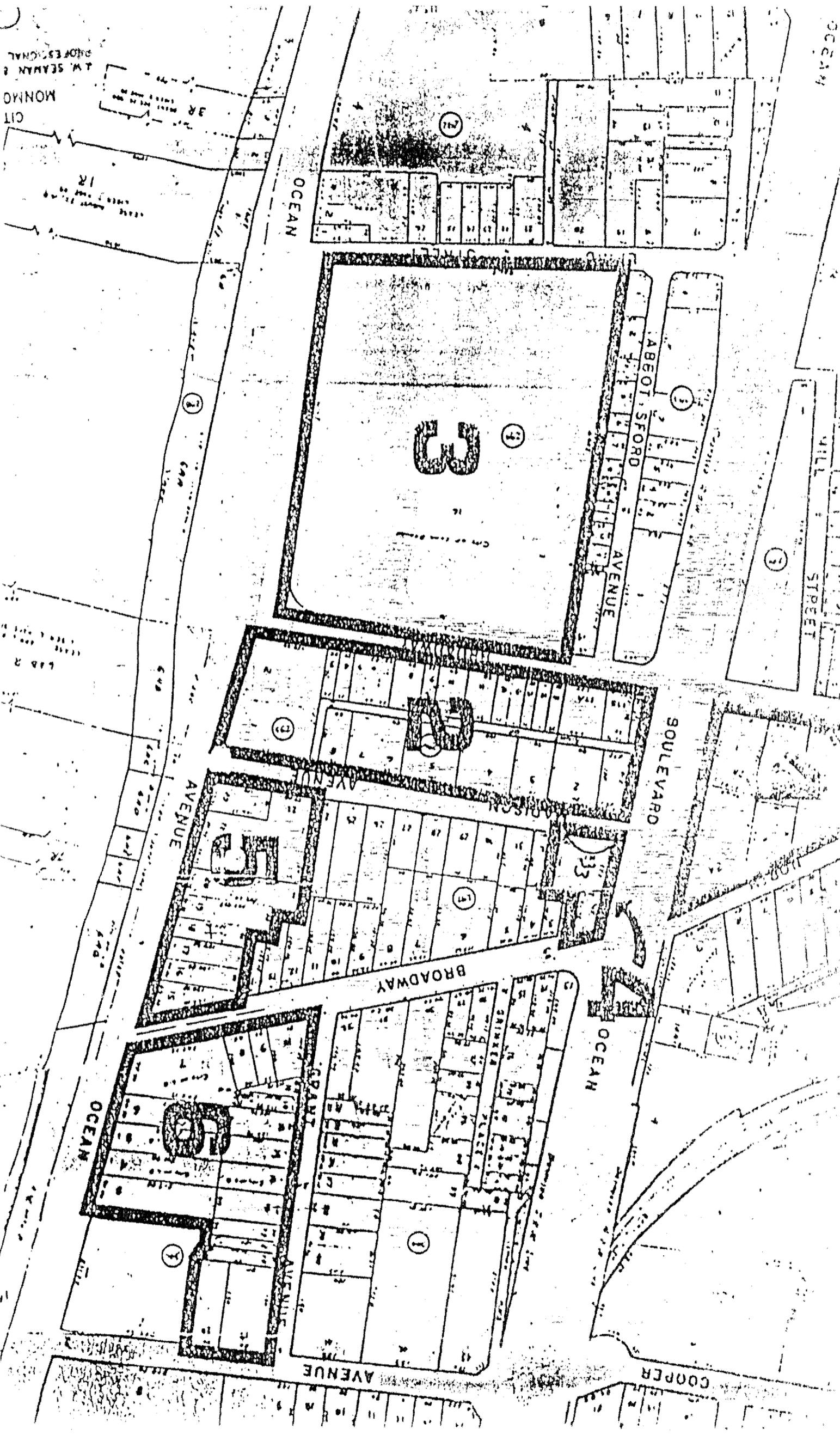
OCEAN

OCEAN

AVENUE

AVENUE

COOPER



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STATE OF NEW JERSEY  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 CN 402  
 Trenton, N.J. 08625  
**PERMIT**



The New Jersey Department of Environmental Protection grants this permit in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to the further conditions and stipulations enumerated in the supporting documents which are agreed to by the permittee upon acceptance of the permit.

Permit No.	Issuance Date	Effective Date	Expiration Date
86-0844-5	December 23, 1986	December 23, 1986	December 23, 1991
Name and Address of Applicant	Location of Activity/Facility		Name and Address of Owner
GEM Holding Company Woodcliff Lake Hilton Inn 200 Tice Boulevard Woodcliff Lake, NJ 07675	Block 294 295 & 296 Lots 16, 1-17.02 & 1-8 City of Long Branch, Monmouth County		Same as applicant
Issuing Division	Type of Permit	Statute(s)	Application No.
Coastal Resources	CAFRA	NJSA 13:19-1	86-0844-5

This permit grants permission to: \_\_\_\_\_ et seq.

Construct a 450 room hotel complex consisting of a health spa, conference rooms, restaurants and ball room facilities. Related on-site improvements include a 280 space low rise garage, a 472 space paved lot and outdoor terraces. The work is shown on a set of 7 sheets of plans by Birdsall Engineering, Inc., and Melillo & Bauer Associates last revised November 12, 1986.

The permittee shall allow an authorized Division representative the right to inspect construction pursuant to NJAC 7:7-1.5(b)4.

In addition to the standard conditions found in NJAC 7:7-1.5, this permit is issued subject to the following:

Administrative Conditions

1. A minimum of thirty (30) days prior to construction, submit and obtain the Division's approval for the following:
  - a. three (3) sets of final site plans, including revised landscape plans indicating the incorporation of native planting materials.
  - b. a revised elevation or cross-section drawing indicating that the towers are, at a maximum, 127' above the grounds.

GEM Holding Company

86-0844-5

Page 2 of 2

- c. a certification from an expert attesting that the towers, as proposed or once redesigned, will not cause beach deflation.
- d. a parking facility plan indicating that the 265 additional parking spaces to be provided for Phase I will be in service prior to occupancy.
- e. plumbing specifications showing that the flow rate of the shower head fixture is further reduced to 2 g.p.m.
- f. a detailed maintenance plan for the storm water drainage system.

2. Prior to each construction phase, obtain a sewer extension permit from the Division of Water Resources and submit a copy of the permit to the Division of Coastal Resources.

3. Thirty (30) days prior to occupancy of Phase I, submit a solid waste recycling plan.

4. Thirty (30) days prior to Phase II construction, submit evidence that Condition 1.d. has been met and that the additional 164 parking spaces will be provided prior to occupancy of Phase II.

March 23, 1986

Date

John R. Weingart

John R. Weingart, Director

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STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF COASTAL RESOURCES  
BUREAU OF PLANNING AND PROJECT REVIEW

Summary Report  
December 1986

Ocean Place Hilton  
City of Long Branch  
Monmouth County

CAFRA Permit Application  
#86-0844-5

Decision by the Director conditionally approving a CAFRA permit.

I. INTRODUCTION

The Coastal Area Facility Review Act (N.J.S.A. 13:19-1 et seq.), requires that a permit be obtained from the Department for the construction of facilities containing 25 or more dwelling units, or the equivalent within the 1,379 square mile coastal area defined by the Act. The applicant proposes to construct a 450 room hotel complex within the statutory coastal zone (See Figure 1 - General Location Map).

II. DECISION SUMMARY ANALYSIS

Based upon the following analysis, the Director is able to make the positive findings as required by Sections 10 and 11 of the CAFRA Act and Rules on Coastal Resources and Development, provided all permit conditions are met.

III. ADMINISTRATIVE HISTORY

The 12 acre project area has been a focus of the City of Long Branch's long standing redevelopment efforts. It was identified early as an area that, due to its oceanfront location, ownership pattern, sizable acreage and accessibility to the highways, has the most potential of attracting the appropriate development that would serve as a catalyst to spur further revitalization activities. In order to induce and attract the appropriate development, the City hired the Atlantic Group in 1983 with funding through the Division's Local Coastal Grant Program to prepare a revitalization plan for the 7 acre Garfield tract portion of the project area. The final plan, complete with conceptual physical layout, design specifications, and market analysis, was used as a prospectus to generate real estate market interest.

-2-

This study precipitated inquiries and eventually led to the present agreement between the applicant and the City over the development of the site. The Division has been made aware of the project from its inception and reacted favorably toward the original proposal for the development of the 7 acre Garfield tract, which closely resembled the revitalization program recommended by the earlier study.

The applicant and his representatives formally presented the present proposal to the Division at a pre-application conference held on January 21, 1986. Also in attendance were City officials and staff member of the Monmouth County Planning Board. The project was assessed "conditionally acceptable" under the Rules on Coastal Resources and Development provided that the applicant could properly demonstrate the project's compliance with the applicable policies at the time of application submittal. The Division noted at this meeting, however, that the size of the proposed project had expanded considerably from all previous proposals. The applicant was advised that this enlarged scheme, calling for the vacation of South Broadway, would require comparable expansion and upgrading in public facilities so that the current level of public use of the area would at least be maintained, i.e. public parking. Issues related to Division's concerns over public access to the oceanfront were discussed further at a meeting on February 11, 1986 between the applicant and the Division.

The applicant, GEM Holding Company, submitted an application to the Division on July 10, 1986, accompanied by the required Environmental Impact Statement (EIS) and site plans prepared by Birdsall Engineering, Inc. Additional information for review was requested by the Division on August 14, 1986. The application was declared complete for filing on September 22, 1986 upon receiving the requested information.

At the request of the City, the Division met with the applicant and City officials on October 17, 1986 to discuss some of Division's preliminary findings concerning the project's status, all of which are presented in the following analysis.

A fact finding CAFRA hearing chaired by Susan Tsou was held at 10:00 a.m. on October 28, 1986 at the Council Chamber, Long Branch City Municipal Building, 344 Broadway, Long Branch, New Jersey 07740. Members of the City Council, Mayor, City Administrator, representatives of various business communities as well as members of the public were

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present and unanimously supported the proposed project. Additional information was requested by the Staff Analysis to further assess the project's status under High Rise Structures and Public Access to Waterfront policies. Most of this information has been submitted. The remainder is required as a permit condition. The application was deemed complete for review on December 9, 1986. Under the "90 Day Law", the Division must issue a final decision by March 9, 1987.

#### IV. PROJECT AND SITE DESCRIPTION

The 12.45 acre oceanfront site is an area designated by the City for redevelopment. It is bounded by the Oceanfront Promenade to the east, Laird Street to the south, Abbottsford Road to the southwest, Ocean Boulevard to the northwest and Madison Avenue to the north. (See Figure 2 Local Area Map). The site contains the following land parcels identified on the City Tax Map: Block 294, Lot 16, Block 295, Lots 1-17.02 and Block 296, Lots 1-8. The 7 acre Garfield Park Tract, the bulk of the site, is a vacant area that has been used for parking in the last two decades. It had been a park at one time in the early 1900's and had been a public open space listed in the Green Acres Open Space Inventory for the City of Long Branch until last year. The only visible sign of any previous use on this tract is the Garfield monument, featuring a statue of the former president, erected in 1919. The remaining portion of the site, composed of much smaller parcels, contains vacant lots and buildings condemned for urban renewal, as well as the right-of-way of South Broadway.

The proposed hotel complex consists of two 11 story hotel towers (originally proposed as 12 story towers), restaurants, a convention center, ballroom, conference rooms and a health spa. (See Figures 3 and 4). The applicant plans to construct the 450 guest rooms in two phases with the 250 room central tower of the complex slated for Phase I and the low rise portion construction and the second 200 rooms south tower to be added at a later time. Related on-site improvements include a 280 space low rise garage, a 472 space paved lot and outdoor terraces, all to be part of Phase I. This analysis and decision is for both phases of the project.

#### V. ANALYSIS

The State of New Jersey Coastal Management Program defines substantive policies to guide public decisions concerning significant proposed development and management of resources in New Jersey's Coastal Zone. The analysis of this

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pending coastal permit application is based upon the Rules on Coastal Resources and Development (N.J.A.C. 7:7E-1.1 et seq.), adopted effective September 28, 1978 as amended to February 3, 1986. This analysis will refer to applicable policies by administrative code section.

Location Policies (7:7E-2.0)

The Location Policies classify all land and water features of the coastal zone into at least one category (Special, General Water, or General Land Areas) and assign a policy based on the proposed use of each type of location in each category.

Special Areas (7:7E-3.0)

Special Areas are coastal areas which merit focused attention and special management policies. Where applicable General and Special Area policies differ, the Special Area policies shall be applied.

Beaches (7:7E-3.20)

The project site abuts a promenade which in turn runs parallel to a municipal beach. No development is proposed on the beach. However, as proposed, the towers would shade the beach at times and possibly cause beach deflation. These two issues are discussed in detail under the High Rise Structure policy section of this report. The project is acceptable provided the specific modification requirements detailed under the High Rise Structure policy are met. (Refer to the section on High-Rise structures for further discussion).

Erosion Hazard Areas (7:7E-3.21)

Erosion hazard areas are shoreline areas that are likely to be eroded in less than 50 years. Development is prohibited in erosion hazard areas.

The stretch of the coastline has a historic annual erosion rate of 2.5 feet according to the data found in Coastal Geomorphology of New Jersey, Karl F. Nordstrom, et al, 1977.

The proposed building is set back at least 125 feet from the mean high water line. It is therefore in compliance with this policy.

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Historic and Archeological Resources (7:7E-3.34)

Historic and archeological resources include objects, structures, shipwrecks, neighborhoods, districts, and man-made or man-modified features of the landscape and seascape. Developments that complement and protect these resources are encouraged; conversely, developments that detract from or destroy these resources are discouraged.

There are no known historic or archaeological resources of national or state significance on site. A commemorative monument dedicated to President Garfield in the early 1900's exists on site. The applicant had proposed to relocate this visual and historical feature to the front of the hotel entrance, which is consistent with the policy. However, at the recommendation of the Division, the applicant now proposes to relocate the monument next to the public promenade where it may be more visible and better appreciated as a landmark by greater number of people. As a result, the project is not only consistent with, but is also encouraged by, this policy.

Public Open Space (7:7E-3.38)

Public Open Space constitutes land areas owned and maintained by State, federal, county and municipal agencies. New or expanded public or private open space development is encouraged at locations compatible with or supportive of adjacent surrounding land uses. Development that adversely affects existing public open space is discouraged.

The 7.22 acre Garfield Park had been classified as a dedicated public open space by the City in its Green Acres Open Space Inventory until 1984 when the City obtained approval to remove the tract from the inventory. An approximately 5 acre Ocean Avenue right-of-way property located between Laird Street and Ocean Terrace, and between Howland Avenue and South Beth Avenue was substituted in its place.

The eastern boundary of the site abuts a section of this exchanged, dedicated open space, where a 30' wide promenade is currently being constructed within a 70' wide linear strip. Between the edge of the building and an existing bulkhead, the ground is leveled and open. The bulkhead, parallel to the building and the shoreline, separates the beach from this upper level area.

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Although the project site and the dedicated public open space each occupies half of this 140' wide open ground, the Division, the developer and the City recognize that a combined development scheme that integrates the public as well as private uses in a reasonable manner would benefit everyone.

The proposed plan for this area, last revised November 21, 1986, reflects this joint or multiple use concept. All outdoor facilities located in the area will be attractive and readily accessible to the general public, except for a pool/health spa terrace adjacent to the southern end of the building. The dining terrace and promenade along the side of the building and the public promenade are visually and physically interlocked by two public seating/plaza spaces. This plus the proposed landscaping will upgrade the ambience of the area, provide opportunity for social and cultural exchange and, add variety and interest to the linear public facility. This revised proposal is encouraged under this policy.

However, the plans are conceptual, the Division requires that final site plans be submitted for approval at least thirty (30) days prior to construction as a condition of the forthcoming permit.

#### Special Urban Areas (7:7E-3.41)

Special Urban Areas are municipalities qualified for the receipt of state aid to maintain and upgrade municipal services and offset local property taxes. Long Branch is one of 24 coastal municipalities designated as Special Urban Areas. Development that will help to restore the economic and social viability of such areas is encouraged.

The project will no doubt inject economic vitality to the City since it is anticipated that the Hotel complex would employ approximately 600 people and contribute up to \$750,000 in annual tax revenue. The project is therefore highly encouraged under this policy. The encouragement of the project under this policy was a factor in the Division's review of issues raised by the Commercial Use, High Rise Structure, and Public Access Policies. It also contributed to the approval of the project well before the statutory March 9, 1987 deadline.

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General Land Areas (7:7E-5)

Coastal Growth Rating (7:7E-5.3)

The site is located in the North Shore Region, a designated development region.

Environmental Sensitivity Rating (7:7E-5.4)

The site has a low environmental sensitivity rating, for it is a previously disturbed vacant or paved area and has a seasonal ground water depth greater than 5 feet.

Development Potential (7:7E-5.5)

The site has high development potential since it has direct access to public roadways capable of accommodating the traffic, direct access to an existing sewerage collection and treatment system with adequate capacity to service the project, and is an infill by definition. Because of the lapse in time between the time the project is being reviewed and the construction commencement, the status of the receiving treatment facility may be altered at the time of construction. Therefore, as a standard condition of the permit, the applicant is required to submit a copy of a sewer extension permit from the Division of Water Resources for each phase prior to construction.

Acceptable Intensity of Development (7:7E-5.6)

The site has a high acceptable intensity of development due to its low environmental sensitivity rating and high development potential. The proposed 80% impervious site coverage and 20% vegetative coverage are within the limits allowed under this policy. The project is acceptable as proposed.

Use Policies (7:7E-7)

Resort/Recreational Use Policies (7:7E-3)

Commercial Use Policies (7:7E-7.10)

New or expanded hotels and motels are conditionally acceptable provided that the development: (a) complies with all Location and Resource Policies and with the High-Rise Structures Policy, and (2) is compatible in scale, site design and architecture with surrounding development.

-8-

The proposed building complex runs parallel to the shoreline and stretches over 700' of the 900' site frontage. At the February 11, 1986 meeting, the applicant, in response to the Division's concern over the massiveness of the complex expressed at the pre-application conference, contended that the project's design is dictated by its program which would not be operable in a series of smaller buildings. The applicant, however, has taken several measures to soften the impact of the structure, i.e. berm/buffer planting areas along the oceanfront, shade tree planting along the periphery of the site and throughout the parking area, and scaled down building facade at the ground level. The project is in compliance with this policy.

High-Rise Structures (7:7E-7.14)

All high rise structures more than six stories or more than sixty feet from existing pre-construction ground level, are encouraged to locate in an area of existing high density, high-rise and/or intense settlements. High rise housing and structures are acceptable subject to the following conditions:

1. High-rise structures within the view of coastal waters must be separated from coastal waters by at least one public road or an equivalent area (at least 50 feet) physically and visually open to the public,
2. The longest lateral dimension of any high-rise structure must be oriented perpendicular to the beach or coastal waters,
3. The proposed structure must not block the view of dunes, beaches, horizons, skylines, rivers, inlets, bays, or oceans that are currently enjoyed from existing residential structures, public roads or pathways, to the maximum extent practicable.
4. The structure must not overshadow the dry sand beach between 10 a.m. and 4 p.m. between June 1 and September 20, and must not overshadow waterfront parks year round,
5. The proposed structure must be in character with the surrounding transitional heights and residential densities, or be in character with a municipal comprehensive development scheme requiring an increase in height and density which

-9-

is consistent with all applicable Coastal Resource and Development Policies.

6. The proposed structure must not have an adverse impact on air quality, traffic, and existing infrastructure.
7. The proposed structure must be architecturally designed so as to not cause deflation of the beach and dune system or other coastal environment waterward of the structure.

The vertical components of the complex are two 136 foot, 11 story towers, a floor less than what was proposed at the time of application submittal. They are situated at the center and southern end of the complex and are more than 125' away from the mean high water line. These 250' x 60' structures are oriented perpendicular to the beach. The site is on higher ground than the land to its east and west. Consequently, it has not been an open area that afforded distant view of the beach and ocean. A narrow visual connector, aligned to the Broadway axis, was incorporated in the design of the complex to provide a sense of visual opening and to mitigate for the walling-off effect of the project. Therefore, the project meets Conditions 1, 2 and 3 of this policy.

The project, as pointed out earlier, is a fruition of years of planning efforts taken by the City. It is not only consistent with the City's redevelopment plan but is the key stimulus for the plan. It therefore meets Condition 5 above. The Division, however, wants to clarify that in determining the project's consistency with respect to Condition 5, the Division evaluated the merits of the project and its location, as well as the endorsement of the project by the City. In general, the Division discourages high-rise developments along the waterfront, because they form a visual as well as physical barrier between the water and the rest of the community. An exception is made in this case because the project site is located at the terminus of the City's central business district which extends perpendicular to the oceanfront at this point. At this location, the project is uniquely capable of contributing toward the cohesion, stabilization and revitalization of the central business district, and of stimulating other development including other low rise buildings at the oceanfront, and development of varying heights inland.

-10-

The 136' towers, casting a 170' shadow, will begin to shade the beach at 4:15 p.m. on June 21. As the summer season progresses, the shadow length of the towers increases. By 4:00 p.m. on September 21, the towers will cast a 250' shadow, 80' of which would fall on the beach.

At a 2:1 ratio, approximately 14' of shadow lengths would be reduced if the height of the towers were to be reduced by an additional 7'. The shadows cast by the 129' towers would fall within a 45' wide beach strip already shaded by an existing bulkhead at this location at 4:00 p.m. September 7 and would extend 12'-16' beyond the bulkhead shadow at 4:00 p.m. September 21. Although the project, at 129', would not be in full compliance with Condition 4 of this policy, no appreciable amount of shading will be added by the towers to what currently exists on the beach. In view of the unique importance of the project in the City's revitalization scheme and the limited extent of additional shading that will occur, the Division permits this slight encroachment but requires that the towers be reduced at least 7', to a maximum of 129' in height, as a condition of the forthcoming permit.

Based on the traffic study in the E.I.S., the existing roadway network in the project vicinity can adequately service the project. No impact on air quality is expected. Condition 6 is met.

The project's status with respect to Condition 7 is not clear at this point. The applicant is currently undertaking a study to determine the wind deflecting effects of the towers and whether beach erosion would occur as a result of the project. Should the alignment or shape of the towers prove to have a detrimental effect, the applicant will be required to redesign the project to counter balance and mitigate the effect. Therefore, as a condition of the permit, the permittee must submit proper documentation indicating that wind deflation will not occur prior to the start of any construction.

Resource Policies (7:7E-8)

Groundwater Use (7:7E-8.6)

Coastal developments which use design, processes and fixtures which minimize consumptive water use are encouraged.

A review of the proposed flow rates of the plumbing fixtures indicated that all the proposed rates of flow for

-11-

the various plumbing fixtures are acceptable by the Division's standard except for shower heads. The permittee is required to reduce the flow rates of the restrictors of the shower fixtures to 2 gallons per minute as a permit condition.

Stormwater Runoff and Water Quality (7:7E-8.7) and  
7:7E-8.4).

Coastal development shall use the best available technology to minimize off-site storm water runoff, increase on-site infiltration, simulate natural drainage systems, and minimize offsite discharge of pollutants to ground or surface water and encourage natural filtration functions.

The applicant proposes to collect the runoff at various inlets throughout the site and then discharge portions of the runoff via standard concrete pipes to existing storm sewer lines next to the site and recharge the remaining portions of the runoff via an extensive recharge trench network. These 5' x 5' x 5' recharge trenches are connected to the inlets by 6 inch diameter perforated pipes and open joints along the sides of the inlets. All inlets have sump bottoms and grease and sediment traps as standard features. A total of 3,450 linear feet of recharge trenches are to be installed.

This stormwater management plan is consistent with the intent of the policy. Given the type of recharge facility proposed, the effectiveness of the system will depend heavily on how well the system is maintained. Therefore, as a condition of the permit, the applicant is required to submit a detailed maintenance schedule for further review of the project's compliance.

Vegetation (7:7E-8.8)

Coastal development shall plant new vegetation, particularly appropriate native coastal species, to the maximum extent practicable.

The proposed landscape plan indicates that shade trees will be planted throughout the parking facility and along the periphery of the site, and that an extensive amount of Euonymus (E. alatus compactus) will be used in the oceanfront dune planting. Euonymus does not appear to be the most appropriate species for the oceanfront dune planting, for it is not a seashore tolerant plant nor an indigenous species to the area. The Division recommends that it be substituted by two or more coastal species, e.g. Cotoneaster, Ilex or

-12-

Juniper. In order to comply with this policy, the permittee must submit a revised landscape plan for Division's review and approval prior to construction.

Public Access to the Waterfront (7:7E-8.11)

Coastal development adjacent to all coastal waters, including both natural and developed waterfront areas, shall provide perpendicular and linear access to the waterfront to the maximum extent practicable. Development that limits public access and the diversity of waterfront experiences is discouraged.

Except for the issue of public parking, the project's compliance with this policy has already been addressed under Public Open Space, Resort/Recreational Use and Commercial Use policies.

It is estimated that 660 parking spaces now exist on site (600 in the parking lot and 60 on roads to be closed as part of this project). The Phase I project will provide 752 spaces, servicing its own projected need of 636 spaces for Phase I development. In Phase II, parking will be reduced to 719 spaces servicing its own projected need of 716 spaces for Phase II. The City proposes to provide general public parking spaces in the area to replace those displaced as a result of the project, specifically 265 spaces for Phase I and an additional 164 spaces for Phase II. This is acceptable provided that these parking spaces will be available for public use prior to occupancy of each phase.

Therefore, as conditions of the permit, the permittee must submit: (1) a site plan and/or operation plan for the development or leasing of the proposed parking facilities prior to construction of each phase; and (2) provide evidence that Phase I parking provision is met prior to the construction of the second tower. The Division realizes that the City will play an important role in facilitating these additional parking spaces and may provide plans in lieu of the applicant.

Solid Waste (7:7E-8.14)

Coastal development shall recover material and energy from solid waste to the maximum extent practicable. The applicant indicated in the E.I.S. that the project will comply with all mandatory recycling requirements of the city and would be consistent with the Monmouth County Solid Waste Management Plan, but did not provide any evidence of this

-13-

recycling effort for review. A solid waste recycling plan must be submitted to the Division for review and approval prior to occupancy in order to meet this policy.

#### VI. CONCLUSION

The Director of the Division hereby finds that the applicable CAFRA findings, as required by Sections 10 and 11 of the CAFRA Statute (N.J.S.A. 13:19-10) and the Rules on Coastal Resources and Development, will be met by the applicant provided all permit conditions are met. A CAFRA permit containing permit conditions is expressly contingent upon compliance with those conditions, and failure to comply with any or all of the permit conditions may result in appropriate enforcement actions or suspension or revocation of the permit.

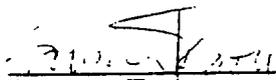
#### Administrative Conditions

1. A minimum of thirty (30) days prior to construction, submit and obtain the Division's approval for the following:
  - a. three (3) sets of final site plans, including revised landscape plans indicating the incorporation of native planting materials.
  - b. a revised elevation or cross-section drawing indicating that the towers are, at a maximum, 129' above the ground.
  - c. a certification from an expert attesting that the towers, as proposed or once redesigned, will not cause beach deflation.
  - d. a parking facility plan indicating that the 265 additional parking spaces to be provided for Phase I will be in service prior to occupancy.
  - e. plumbing specifications showing that the flow rate of the shower head fixture is further reduced to 2 g.p.m.
  - f. a detailed maintenance plan for the storm water drainage system.

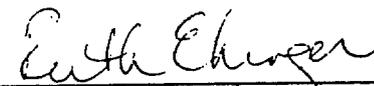
-14-

2. Prior to each construction phase, obtain a sewer extension permit from the Division of Water Resources and submit a copy of the permit to the Division of Coastal Resources.
3. Thirty (30) days prior to occupancy of Phase I, submit a solid waste recycling plan.
4. Thirty (30) days prior to Phase II construction, submit evidence that Condition 1.d. has been met and that the additional 164 parking spaces will be provided prior to occupancy of Phase II.

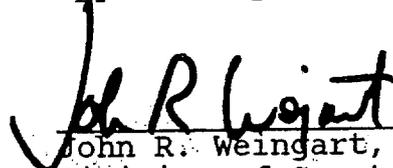
Prepared by:

  
\_\_\_\_\_  
Susan Tsou  
Bureau of Planning and Project  
Review

Approval Recommended by:

  
\_\_\_\_\_  
for Steven C. Whitney, Chief  
Bureau of Planning and Project  
Review

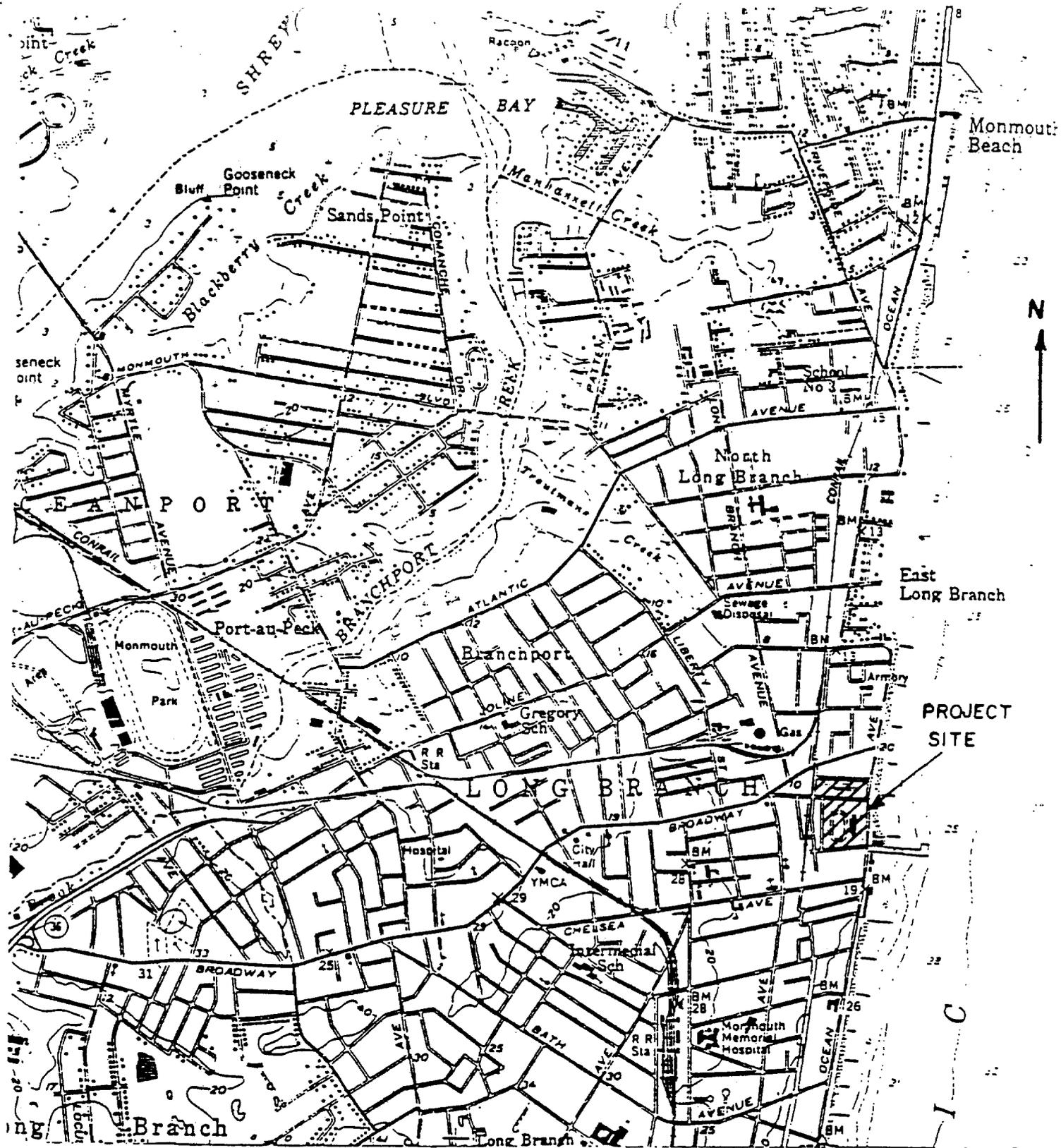
Approved by:

  
\_\_\_\_\_  
John R. Weingart, Director  
Division of Coastal Resources

December 23, 1986  
DATE

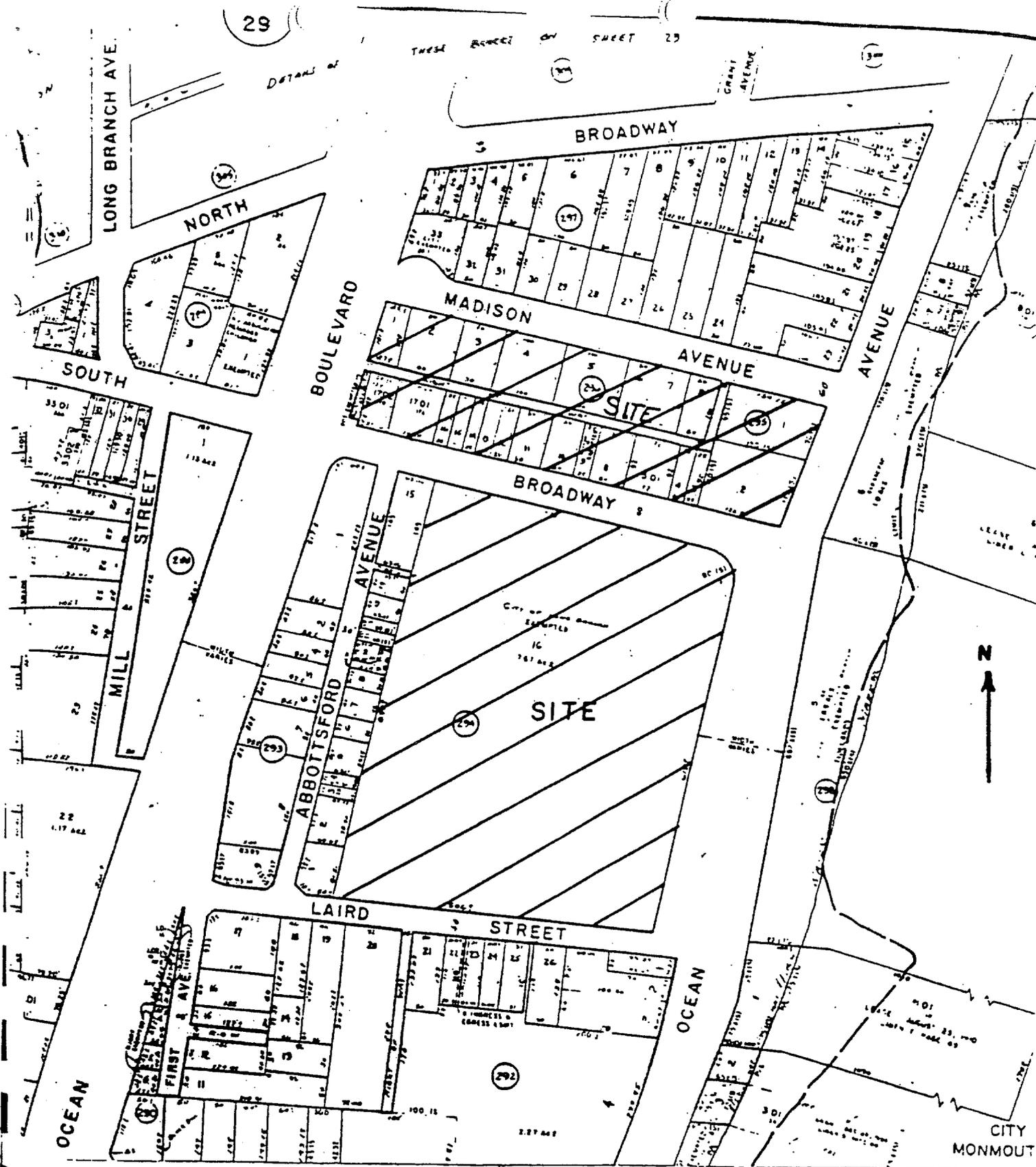
ST/SCW/JRW/sn

cc: Monmouth County Planning Board  
City of Long Branch Planning Board



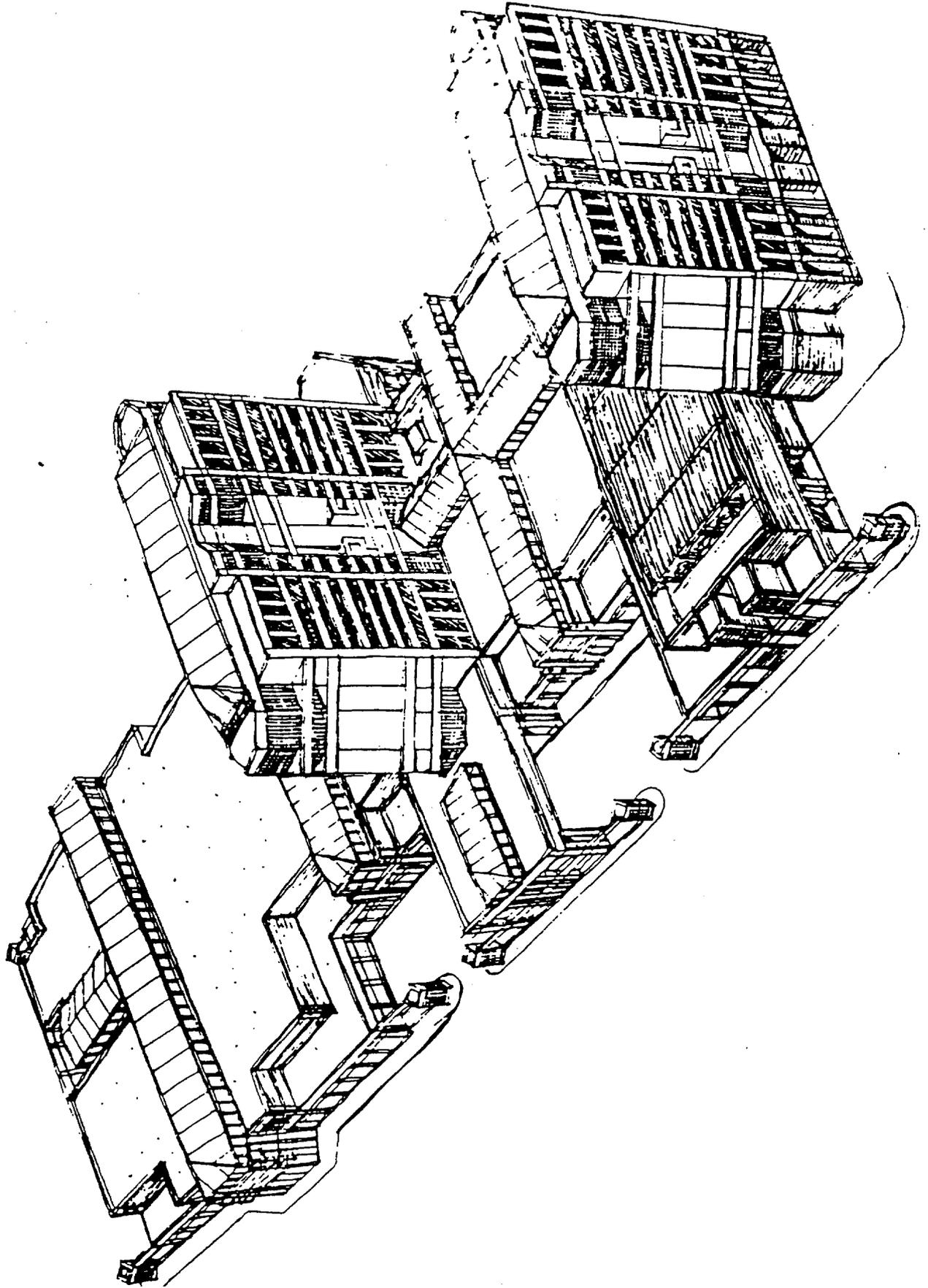
USGS LOCATION MAP  
 LONG BRANCH  
 QUADRANGLE 1" / 2000'

**BIRDSALL ENGINEERING, INC.**  
 SOUTH BELMAR, N.J.  
 PROFESSIONAL ENGINEERS, LAND SURVEYOR  
 & PROFESSIONAL PLANNERS



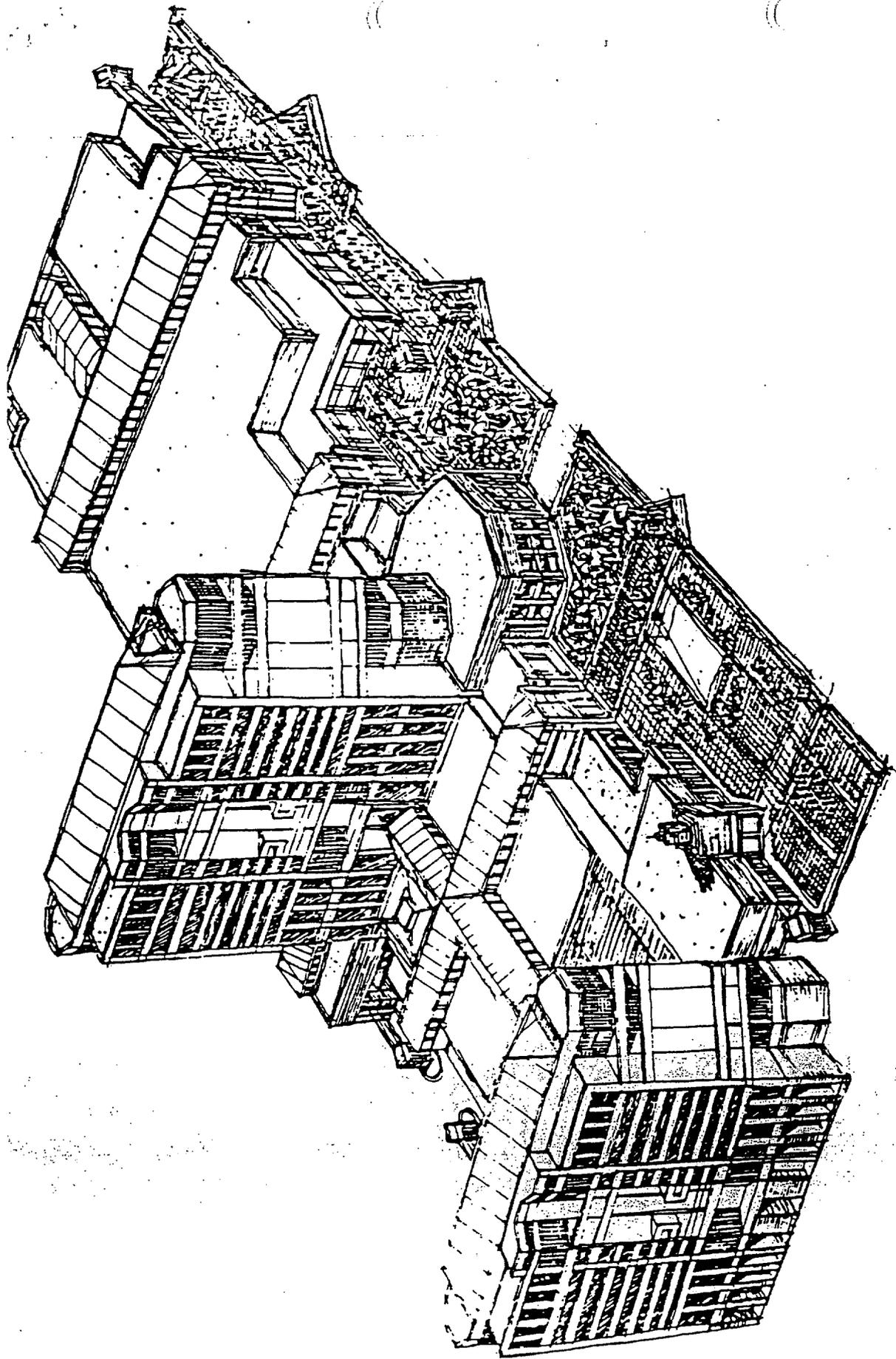
CITY OF LONG BRANCH  
TAX MAP

**BIRDSALL ENGINEERING, INC**  
**SOUTH BELMAR, N.J.**  
 Professional Engineers, Land Surveyor  
 Professional Planners



AERIAL VIEW, FACING EAST

OCEAN PLACE HILTON  
AHEARN · SCHOPFER & ASSOC.



OCEAN PLACE HILTON  
SOUTHEAST AERIAL PERSPECTIVE  
AHEARN · SCHOPFER & ASSOC.

FIGURE 4.  
SouthEast Aerial Perspective

4



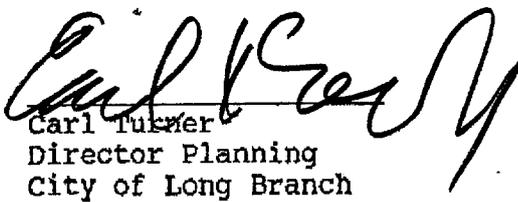
TO: Neal Zimmerman, Esq.

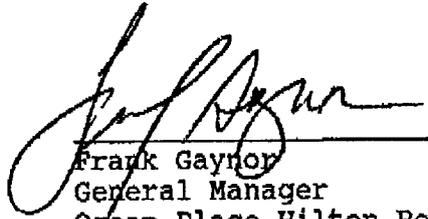
FROM: Carl Turner, Planning Director, City of Long Branch  
 Frank Gaynor, General Manager, Ocean Place Hilton Resort  
 and Spa

RE: Building Height Compliance Certification

Pursuant to your request, this will confirm that the hotel tower height is 120'0" which falls below the 129' height limitation imposed by CAFRA.

Yours truly,

  
 Carl Turner  
 Director Planning  
 City of Long Branch

  
 Frank Gaynor  
 General Manager  
 Ocean Place Hilton Resort  
 and Spa

cc: R.J. Contant, Esq.





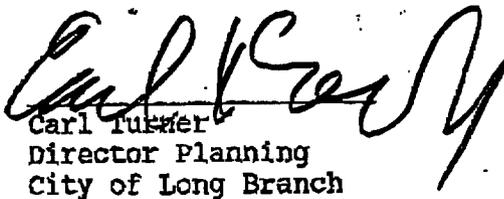
TO: Neal Zimmerman, Esq.

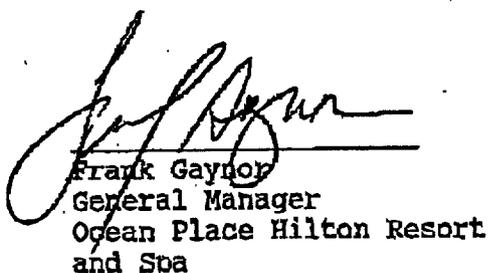
FROM: Carl Turner, Planning Director, City of Long Branch  
Frank Gaynor, General Manager, Ocean Place Hilton Resort  
and Spa

RE: Building Height Compliance Certification

Pursuant to your request, this will confirm that [REDACTED]  
[REDACTED]  
[REDACTED]

Yours truly,

  
 Carl Turner  
 Director Planning  
 City of Long Branch

  
 Frank Gaynor  
 General Manager  
 Ocean Place Hilton Resort  
 and Spa

cc: R.J. Contant, Esq.

TO: Howard Woolley, Chairman, Planning Board

FROM: Carl Turner, Planner

DATE: August 24, 1987

RE: 87-42, Hilton Hotel, Blk 294, Lot 1, Blk 295, Lots 1-5 and 8-17  
Blk 296, Lots 1-8; Site Plan and Consolidation

The applicant, GEM Holding Co., is contract purchaser/developer of a 12.45 acre tract owned by the City of Long Branch. [REDACTED] Hotel complex at this site. The applicant proposes to construct the hotel in two phases and is seeking full approval for both phases at this time. [REDACTED] The site encompasses the Garfield Park area between Laird Street and Madison Avenue.

Note: Throughout much of the past two and one-half years, the applicant has been meeting with members of the Planning Board, City Engineer, and various City agencies. Much of what would normally be discussed at this time during the application process has already been incorporated into the plans submitted.

FEE: \$7,662.50 Site Plan, \$17,500 Escrow, \$55 Reporter

TAXES: City-owned property

ZONE: RC.3, Waterfront Mix

PLANS: Architectural Plans by W. Tabler 7/28/87, Engineering Plans by Birdsall Egr. 8/12/87

PARKING: Ord. 20-8.5 contains specific hotel parking requirements:

	Required	Provided
Room 1 x 450	450	450
Dining 1 per 8 seats	81	81
Assembly area 1 x 50'	284	284
Employees 75 ÷ 2 =	38	38
Office 200 ÷ 1 =	1	1
	854	855

LANDSCAPING/LIGHTING: Landscaping, as indicated, incorporates majority of ideas expressed by Site Plan Committee and is extremely lush throughout the site. Lighting is also adequate.

CONSOLIDATION: All individual lots must be consolidated by the applicant into one uniform lot. If the Board and applicant desire, this can be accomplished by deed vrs. submitting subdivision plans. Planning Department recommends consolidation by deed.

CAFRA: The applicant has been literally raked over the coals by CAFRA after almost two and one-half years of having to deal with some of the most ludicrous requirements imaginable. The applicant has finally received full approval of this project.

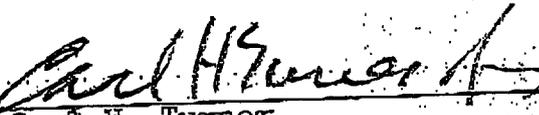
TRAFFIC: Both the City's Traffic Department and City Engineer have worked

- 2 -

Planning Department, therefore, recommends site consolidation, preliminary and Final approval of this project subject to the following:

Obtain the following permits/approvals prior to construction:

- a. County Soil Sed Control Certification
  - b. Final approval of drainage by City Engineer
  - c. City Street Opening Permit
  - d. City Fire Marshall - Interior Spaces
  - e. City Health Department
  - f. City Sewer Authority for hook ups
  - g. Public Utilities
2. Provide Performance Bond/Inspection Fees
  3. Contribute to any off-tract improvements as may be required by City Engineer.
  4. Indicate for the record that all trash collection will be by private scavenger.
  5. File consolidation of properties (by deed) with County.
  6. Revise plans as follows:
    - a. Increase height of decorative wall adjacent to north side and east side of delivery area to the same height as adjacent patio area. If this is not possible, wall must be raised to at least eight feet height in this area.
    - b. Provide decorative gate at entranceway to service/delivery area and easterly access to employee parking. (Chain link with slats)



Carl H. Turner,  
DIRECTOR OF PLANNING

All recommendations contained within are solely those of the Planning Department and Planning Board Site Plan Committee and does not necessarily mean that compliance to them will constitute automatic approval by the Planning Board.

CONSULTANT'S REVIEW:

I have participated in the preparation of this report and believe it to be an appropriate review report of the application and plans submitted in the subject matter.

5

11.18.86

# MONMOUTH COUNTY PLANNING BOARD

FREEHOLD • NEW JERSEY



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PAUL KIERNAN, JR.  
VICE-CHAIRMAN

KATHRYN E. WILSON  
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JOHN SCHUSTER III  
COUNSEL

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POST OFFICE BOX 1255  
FREEHOLD, NEW JERSEY 07728-1255  
TELEPHONE 201 • 431-7460

ROBERT W. CLARK, P.P.  
DIRECTOR

18 November 1986

Mr. Steven Whitney, Chief  
Bureau of Coastal Planning and Project Review  
NJ Division of Costal Resources  
CN 401  
Trenton, New Jersey 08625

**RE: CAFRA/OCEAN PLACE HILTON HOTEL, LONG BRANCH**

Dear Mr. Whitney:

Unfortunately there has been confusion and misunderstanding as to the position of the Monmouth County Planning Board and staff regarding the above-referenced project. The following position was discussed and approved by the Monmouth County Planning Board on 17 November 1986:

The proposed Hilton Hotel was reviewed based on the policies of the Monmouth County Growth Management Guide, adopted by the Board in October 1982. Although several design issues were raised in a staff CAFRA report dated 23 October 1986, those comments should in no way be taken as a "disapproval" of the project. To the contrary, the first paragraph of the referenced report states, ". . . the Board . . . views this development as a positive step" toward revitalizing the City of Long Branch. Comments and recommendations concerning shadowing, parking and public access were intended to make a good project even better.

The Board and staff are of the opinion that the Hilton project is crucial to the redevelopment efforts of Long Branch and we urge CAFRA to quickly resolve any outstanding issues so this project can move forward.

I trust this clears any misconceptions of the position of the Monmouth County Planning Board and staff concerning the Hilton project.

Sincerely,

Robert W. Clark  
DIRECTOR

*rec'd  
T+M  
3/31/87  
VEB*

RWC:dgg

cc: Long Branch Governing Body

6

RESOLUTION - PLANNING BOARD OF THE CITY OF LONG BRANCH  
RE: APPLICATION OF GEM HOLDING COMPANY

WHEREAS, GEM Holding Company is the Contract Purchaser/  
Developer of a 12.45 acre tract owned by the City of Long Branch;  
and

WHEREAS, the Applicant has applied to the Planning Board of  
the City of Long Branch for Preliminary & Final Site plan Approval  
for the construction of one Hilton Hotel Complex, consisting of  
450 units on said property, which encompasses the Garfield Park  
area between Laird Street and Madison Avenue, in the City of  
Long Branch, County of Monmouth and State of New Jersey; and

WHEREAS the Applicant plans to construct the complex in  
two phases, Phase I consisting of 250 units and Phase II consisting  
of 200 units; and

WHEREAS, the Applicant has also applied to the Planning Board  
for lot consolidation of the various lots set forth at the site;  
and

*Architects,*  
WHEREAS, the Planning Board of the City of Long Branch, on  
August 27, 1987 conducted a public hearing at City Hall and re-  
ceived into evidence certain plans and maps prepared by W.M. Tabler,  
dated July 28, 1987 and by Birdsall Engineering, dated August 12,  
1987 and has heard testimony from various witnesses on behalf of  
the Applicant, and based thereon, makes the following findings of  
fact:

- (1) The Board has acquired jurisdiction to consider this  
application.
- (2) The subject property is located in the RC.3 Waterfront  
Mix Zone and the proposed use is a permitted use therein
- (3) The application in its present form complies in all  
respects to the Zoning and Site Plan Ordinance of the  
City of Long Branch and no Variances are requested  
or needed.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the  
City of Long Branch that the application of GEM Holding Company,  
for Preliminary & final site Plan Approval, together with lot

consolidation, be and the same is hereby approved, subject to the following conditions:

- (1) Submission of detailed plans for all off-site improvements outlined in the City Engineers report dated August 24, 1987. These can be submitted as shop drawings (with appropriate review fees) after site plan approval.
- (2) Submission of supplemental traffic information.
- (3) Submission of supplemental drainage information and approval by the City Engineer.
- (4) Submission of all other modifications to the plans as outlined in the City Engineer's report of August 24, 1987.
- (5) Completion of all off-site improvements mentioned herein prior to issuance of a Certificate of Occupancy. This will enable hotel construction to start while approvals are obtained for this work.
- (6) Approval by the County of Monmouth of all work on and adjacent to Ocean Boulevard.
- (7) Approval by the Freehold Soil Conservation District.
- (8) Vacation of South Broadway as approved by the City Engineer and Planner.
- (9) Provisions for appropriate water service and fire protection.
- (10) Approval of all utility companies, including relocation of facilities within the project limits. All service should be installed underground.
- (11) Provisions of performance bond and inspection fees in accordance with appropriate municipal ordinances.
- (12) Obtaining City Street Opening Permit.
- (13) Obtaining City Health Department approvals.
- (14) all trash collection will be by private scavenger.
- (15) File consolidation of properties (by deed) with County
- (16) ~~Submission of revised plans to:~~ Deleted

(a) increase height of decorative wall adjacent to north side and east side of delivery area to the same height as adjacent patio area. If this is not possible, wall must be raised to at least

eight feet height in this area.

(b) provide decorative gate at entranceway to service/delivery area and easterly access to employee parking (chain link with slats).

17 - See Below

18 - See Below

AYES: \_\_\_\_\_

NAYES: 0

ABSTAINED: 1

DATED: August 27, 1987

ADOPTED: August 27, 1987



HOWARD J. WOOLLEY, JR.  
CHAIRMAN

LONG BRANCH PLANNING BOARD

17 - Applicant must work with the Planning Board, Planning Dept., City Engineer and adjacent developers (if any) in order to provide the best vehicular service entrance area as to aesthetics and design.

18 - Applicant shall provide their fair share contribution for off-site improvements as determined by the City engineer, City attorney, City Administrator and the applicant.

7

**CARL H. TURNER, JR.  
DIRECTOR OF PLANNING AND ZONING  
CITY OF LONG BRANCH, NEW JERSEY**

May 12, 1998

Oly Ocean, L.L.C.  
c/o Jonathan M. Rome, Esq.  
Mesirov, Gelman, Jaffe, Cramer & Jamieson  
1735 Market Street, 38<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19103

Bernard D. Karasic, Esq.  
Karasic, Stone & Castelluci  
255 Monmouth Road  
Post Office Box 240  
Oakhurst, New Jersey 07755

Re: Ocean Plaza Hilton Resort & Spa - Long Branch, New Jersey  
Lot 16.01, Block 294; Lot 1 - 17.02, Block 295; Lots 1-8, Block 296

Gentlemen:

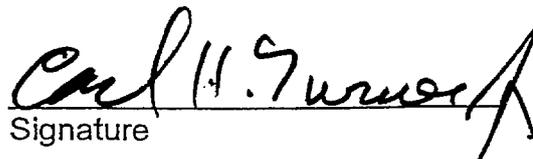
This will certify that the Property as referenced above has a zoning classification of H - C -- HOTEL CAMPUS, permitting its use as a 402,340 square foot, 450 room hotel, all in accordance with Resolution of the Planning Board of the City of Long Branch, In Re: the application of Gem Holding Company, duly adopted on August 27, 1987, by which construction of the Hilton Hotel complex, consisting of 450 units, is approved, and further in accordance with the 1997 Zoning Ordinance of the City of Long Branch. The current use of the Property is a conforming use under the said Ordinance.

In the event any portion of the Property is destroyed by fire, explosion or other cause, the owner will have the right to restore the Property to the current density and size as permitted by said Ordinance and by said Planning Board Resolution adopted August 27, 1987.

As of this date, no citations or notices of violations of any building code or ordinance have been issued or are outstanding concerning the Property and, based on a search of the municipal records, the Property is in compliance with all applicable building codes and ordinances.

CERTIFIED BY: Carl H. Turner, Jr.  
Name

Director of Planning and Zoning  
Title

  
Signature